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, February 3, 2025 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on February 3, 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	
Samuel A. Alba	Town of Amherst	Interim Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	

V. MINUTES APPROVAL

1. Monday, January 06, 2025

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2025-73

1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard - Bicentennial Comprehensive Plan Amendment

Request to amend the Bicentennial Comprehensive Plan for 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard from Recreation, Open Space & Greenways to Medium Residential.

2/3/2025
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 7:21 PM.

Attorney Sean Hopkins presented.

The following residents spoke:
Tom Frank, Main St
Deb Kilbourn, 35 Arlington Rd
John Trabert, 234 Mt Vernon Rd
Chris Drongosky, Mill St
Don Smith, 201 N Long St
Samantha Smith, 60 Fruehauf
Matt Plunkett, 299 Northill Dr
Dennis Hoban, 216 California Dr
Christina Coyle-Lenz, 64 Chateau Ter E

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 8:03 PM.

RESULT:	**HEARING CLOSED**	**Next: 2/24/2025 7:00 PM**

2. Resolution 2025-74

2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5292)

AGENDA ITEM : JANUARY 21st, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 15, 2025**

RE: 2025 Fire Protection District Contracts:
***Fire Protection District No. 1 - Autumn Harvest (CRS#5280)**
***Fire Protection District No. 2 - Lamm Post (CRS#5281)**
***Fire Protection District No. 3 - Lehn Springs (CRS#5282)**
***Fire Protection District No. 4 - Mill Street (CRS#5283)**
***Fire Protection District No. 15 - Park Club (CRS#5284)**
***Fire Protection District No. 16 - Williamsville-Sheridan (CRS#5285)**
*** ***
Fire Protection District No. 9 - Ellicott Creek Volunteer Fire Company, Inc. (CRS#5287)
***Fire Protection District No. 11 - Getzville Fire Company, Inc. (CRS#5288)**
***Fire Protection District No. 14 – Main Transit Fire Department, Inc. (CRS#5289)**
***Fire Protection District No. 10 - North Amherst Fire (CRS#5290)**
***Fire Protection District No. 18 - North Bailey Fire Company, Inc. (CRS#5291)**
***Fire Protection District No. 13 - East Amherst Fire (CRS#5286)**

A Public Hearing is scheduled for this evening at 7:00 p.m. to approve the above-referenced Fire Protection Contracts for the 2025 calendar year.

After the Public Hearing has been deemed closed, kindly pass a resolution authorizing the Supervisor to execute each contract referenced above and attached hereto pending successful completion of the Contract Routing System (CRS).

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments,* **Agenda Item – January 21, 2025**)

2/3/2025
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 7:01 PM.

Sam Alba, Interim Town Attorney, presented

The following residents spoke:
David Prisaznuk, 260 Schoelles Rd
Ron Lemmon, 690 Schoelles Rd
Matt Plunkett, 299 Northill Dr

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

A motion to adopt 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

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

Membership is full.

18. Glen Park Joint Board

19. Historic Preservation Commission

Membership is full.

20. Information Technology Advisory Committee

21. Library Board of Trustees

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 <u>comment</u> on matters involving Amherst other than those pertinent to Public Hearings that day. <u>Speakers will be limited to 3 minutes.</u>

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 8:09 PM.

The following speakers addressed the Town Board:
Mary Dormer, Getzville - proposed youth center
Geri DiCosmo, Meyer Rd - proposed youth center
Matt Plunkett, 299 Northill Dr proposed youth center
Spike Mertes, Troy Del Way - proposed youth center
John Trabert, 234 Mt Vernon Rd - listening to residents & tax rates
Chris Drongosky, Mill St - Boulevard mall
Kimberly Gabel, 41 Presidents Walk - consent agenda
Ken Cousins, 1485 New Rd - waterline breaks
Tom Frank, Main St - Amherst Central Park
Dennis Hoban, 216 California Dr -questions for Deputy Supervisor Lavin

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 8:36 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2025-75

Amherst Industrial Development Agency Reappointment 2025

BE IT RESOLVED that the Amherst Town Board reappoints Judge Timothy Drury to the Amherst Industrial Development Association for a term to end December 31, 2025.

<u>2/3/2025</u>
Consent

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

2. Resolution 2025-76

Designating Point of Contact for Opioid Settlement Funds

WHEREAS, the attached letter is from Town of Amherst Supervisor Kulpa which was filed in the Amherst Town Record dated January 21, 2025.

BE IT RESOLVED, that the Town of Amherst Supervisor, as official designee, requests the Amherst Town Board adopt the resolution to authorize Sam Alba, Interim Town of Amherst Attorney, to budget and complete the official paperwork for payment of funds to the Opioid Settlement Funds - Local Government Unit for transfer to the Town of Amherst.

2/3/2025
Consent

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

3. Resolution 2025-77

Approve Travel for 2025 Association of Towns Meeting

Please approve the attached travel requests for Supervisor Brian Kulpa, Representative Dennis Powers, Joseph McMahon, Emily Melski, Jacqualine Berger, Michael Szukala and Elizabeth Burakowski to attend the 2025 Association of Towns Meeting & Training.

2/3/2025
Consent

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

B. DEPUTY SUPERVISOR LAVIN:

1. Resolution 2025-78

Fee Waiver - Skate with a Cop

WHEREAS, the Town of Amherst Police Department (APD) practices community policing, a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime; and

WHEREAS, the APD often partners with the Town of Amherst Youth & Recreation Department to host community policing events; and

WHEREAS, the APD and the Youth & Recreation Department hosted a successful "Skate with a Cop" community policing event at the Northtown Center at Amherst in 2024; and

WHEREAS, the APD desires to hold this event again, at no cost to participants (minus skate rental fees); and

WHEREAS, the Youth & Recreation Department does not have the authority to waive fees for this event, estimated to be approximately $1,000.00, but supports the APD in this endeavor;

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board waives admission fees at the Northtown Center at Amherst for the 2025 "Skate with a Cop" event on Sunday, February 23, 2025 from 3:40 pm - 5:00 pm.

2/3/2025
Consent

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

C. COUNCILMEMBER BERGER:

1. Resolution 2025-79

Fee Waiver - Special Olympics

WHEREAS, the Town of Amherst seeks to be inclusive of all individuals, regardless of their abilities, and

WHEREAS, recreation should be a right afforded to all citizens, and

WHEREAS, physical activity is essential in preventing disease and promoting good physical and mental health, and

WHEREAS, the Town of Amherst Youth & Recreation Department has had a decades long relationship with Special Olympics, sponsoring and hosting trainings and events, and

WHEREAS, the Town of Amherst Recreation Commission endorsed this request at its meeting of January 14, 2025,

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board waive the rental fee for the Clearfield Community Center for the 2025 Special Olympics Basketball Tournament to be held on Saturday, April 5, 2025.

2/3/2025
Consent

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

D. COUNCILMEMBER SZUKALA:

1. Resolution 2025-80

Amherst Traffic Safety Board Appointment

WHEREAS, the Amherst Traffic Safety Board, also known as ATSB or Traffic Safety Board, advises the Town Board on matters affecting traffic safety on all existing and proposed roadways, subdivisions, commercial areas, and wherever cars, bicycles, recreational vehicles and pedestrians are involved; and

WHEREAS, the ATSB has a maximum roster of 10 members, with the Amherst Town Board majority appointing members, who shall serve a three (3) year term; and

WHERESAS, Patricia Dunne and Cara Biddlecom have expressed an interest in serving on the ATSB;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the appointment of Patricia Dunne and Cara Biddlecom for a term to conclude on December 31, 2027.

2/3/2025
Consent

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

2. Resolution 2025-81

Amherst Govenment Financial Advisory Board Reappointment

WHEREAS, the purpose and mission of the Amherst Government Financial Advisory Board (AGFAB) is to review management letters from the Town auditors and to continue with each of the future management letter responses; and

WHEREAS, to investigate where the Comptroller's Department is not in compliance with the management letter and make recommendations to help ensure the compliance process; and

WHEREAS, to suggest improvements of the effectiveness or modification of the Town of Amherst government activities; and

WHEREAS, the AGFAB consists of seven (7) members appointed by the Amherst Town Board majority to serve a two (2) year term; and

WHEREAS, Helaine Sanders has expressed interest in serving another term on the AGFAB;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Amherst Town Board reappoints Helaine Sanders for a term to conclude December 31, 2026.

2/3/2025
Consent

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

E. COUNCILMEMBER MARINUCCI:

1. Resolution 2025-82

Amherst Committee on Disabilities (CoD) Appointment

WHEREAS, the Amherst Committee on Disabilities (CoD) was established through Local Law Chapter 14A of Amherst Town Code by the Amherst Town Board October 1, 2007; and

WHEREAS, the CoD will study and offer suggestions and recommendations to improve compliance of the Town of Amherst with the goals and objectives of the Federal Americans with Disabilities Act, and to consider any other issues relevant to and important to disabled town residents; and

WHEREAS, the CoD has a maximum roster of fifteen (15) members and will serve (2) year terms; and

WHEREAS, Endell J. Osuna has expressed interest in serving on the CoD;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Endell J. Osuna to the Amherst Committee on Disabilities for a term to conclude December 31, 2026.

2/3/2025
Consent

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

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2025-83

Highway Vehicles and Equipment – 15YPPU (Bond Resolution - $1.1M)

AGENDA ITEM : JANUARY 21ST, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 15, 2025**

RE: Highway Vehicles and Equipment – 15YPPU
2025-2030 C.I.P. – Project H-2
Bond Resolution - $1.1M

Kindly take the following action with respect to the above bond request:

(1) Adopt the attached bond resolution authorizing the issuance of $1,100,000.00 in serial bonds for the above-referenced Town improvement.

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

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, Agenda Item – January 21, 2025)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Steve Floss, Highway Superintendent (*w/attachments*)
Kurt Stanley, Deputy Highway Superintendent (*w/attachments*)
Craig Schreck, General Crew Chief – Drainage (*w/attachments*)
Dominic Creamer, General Crew Chief – Parks (*w/attachments*)

2/3/2025
A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

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

2. Resolution 2025-84

Harlem Road Community Center Aud Restoration (Bond Resolution - $611,000)

AGENDA ITEM : JANUARY 21ST, 2025

TO: Town Board

FROM: Samuel A. Alba, Esq., Interim Town Attorney

DATE: January 14, 2025

RE: Harlem Road Community Center Auditorium Restoration
2025-2030 C.I.P. – Project F-5
Bond Resolution - $611,000

Kindly take the following action with respect to the above bond request:

(1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and

(2) Adopt the attached bond resolution authorizing the issuance of $611,000.00 in serial bonds for the above-referenced Town improvement.

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

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, Agenda Item – January 21, 2025)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dale Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Mark S. Berke, PE, Building Commissioner (*w/attachments)*
Sean Pellow, Project Manager (*w/attachments*)
Daniel J. Rizzo, Project Manager (*w/attachments*)
Anne Dafchik, AIA, NCARB, Architect (*w/attachments*)
Mike Bushen, Planning Draftsworker (*w/attachments*)

2/3/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

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

3. Resolution 2025-85

Highway Building Capital Improvements (Bond Resolution - $600,000)

AGENDA ITEM : JANUARY 21ST, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 15, 2025**

RE: **Highway Building Capital Improvements**
2025-2030 C.I.P. – Project F-1
Bond Resolution - $600,000

Kindly take the following action with respect to the above bond request:

(1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and

(2) Adopt the attached bond resolution authorizing the issuance of $600,000.00 in serial bonds for the above-referenced Town improvement.

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

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, Agenda Item – January 21, 2025)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dale Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Mark S. Berke, PE, Building Commissioner (*w/attachments)*
Sean Pellow, Project Manager (*w/attachments*)
Daniel J. Rizzo, Project Manager (*w/attachments*)
Anne Dafchik, AIA, NCARB, Architect (*w/attachments*)
Mike Bushen, Planning Draftsworker (*w/attachments*)

2/3/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll Call vote 5-0.

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

4. Resolution 2025-86

Various Signal Upgrades - Bond Resolution ($150,000)

AGENDA ITEM : FEBRUARY 3rd, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **Various Signal Upgrades**
2025-2030 C.I.P. – Project H-4
Bond Resolution - $150,000

Kindly take the following action with respect to the above bond request:

(1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and

(2) Adopt the attached bond resolution authorizing the issuance of $150,000.00 in serial bonds for the above-referenced Town improvement.

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

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item – February 3, 2025**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Chris Schregel, Project Manager (*w/attachments*)
Steve Floss, Highway Superintendent (*w/attachments*)
Kurt Stanley, Deputy Highway Superintendent (*w/attachments*)

2/3/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by

Councilmember Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

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

5. Resolution 2025-87

Eggerstville Snyder Library Partial Roof Replacement - Bond Resolution

AGENDA ITEM : FEBRUARY 3rd, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **Eggertsville Snyder Library Partial Roof Replacement**
2025-2030 C.I.P. – Project F-8
Bond Resolution - $110,000

Kindly take the following action with respect to the above bond request:

(1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and

(2) Adopt the attached bond resolution authorizing the issuance of $110,000.00 in serial bonds for the above-referenced Town improvement.

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

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item – February 3, 2025**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)

Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Mark S. Berke, PE, Building Commissioner (*w/attachments)*
Sean Pellow, Project Manager (*w/attachments*)
Daniel J. Rizzo, Project Manager (*w/attachments*)
Anne Dafchik, AIA, NCARB, Architect (*w/attachments*)
Mike Bushen, Planning Draftsworker (*w/attachments*)

2/3/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

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

6. Resolution 2025-88

2025 Fire Protection District Contract - Swormville Fire Department - Request Public Hearing

AGENDA ITEM : FEBRUARY 3rd, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **2025 Fire Protection District Contract**
***Fire Protection District No. 12 - Swormville Fire Department (CRS#5292)**

Due to a publication error, a Notice of Public Hearing was inadvertently not published to correctly notice the scheduled Public Hearing for the above fire district (which was supposed to be held on January 21st until that meeting was cancelled due to weather and the Public Hearing would then have been held this evening at 7:00 p.m. with the others).

In this regard, kindly schedule a Public Hearing for February 24, 2025 @ 7:00 p.m. to approve the above-referenced Fire Protection District Contract for the 2025 calendar year.

SAA:nmb
c: Tim Koller, Deputy Town Clerk

(*w/attachments,* **Agenda Item – February 3, 2025**)

2/3/2025
Consent

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

7. Resolution 2025-89

Adopt Order Calling Public Hearing - 2025 Waterlines Project

AGENDA ITEM : FEBRUARY 3rd, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **2025 Waterline Improvements & Replacements**
2025-2030 C.I.P. - Project No. E-4
Order Calling Public Hearing - $3,402,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on February 24, 2025 at 7:00 p.m.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item – February 3, 2025**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Brian J. Armstrong, Director of Engineering Services *(w/attachment)*

2/3/2025
Consent

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

8. Resolution 2025-90

Adopt Order Calling Public Hearing - Sanitary Sewer Projects (S-5 - S-7)

AGENDA ITEM : FEBRUARY 3rd, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **2025 Sanitary Sewer Assessment Projects**
2025 C.I.P. - Project No. S-5
Order Calling Public Hearing - $250,000

Miscellaneous Sanitary Sewer Repairs
2025 C.I.P. - Project No. S-6
Order Calling Public Hearing - $700,000

Sanitary Sewer Relining and Manhole Rehabilitation
2025 C.I.P. - Project No. S-7
Order Calling Public Hearing - $1.3M

Kindly adopt the attached Order Calling Public Hearing regarding the above matters by scheduling a Public Hearing for the projects on February 24, 2025 at 7:00 p.m.

Also attached are the Map Plan and Reports which provide further detail on the scope of each project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachments, **Agenda Item – February 3, 2024**)
Daryl C. Bramer, Comptroller *(w/attachments)*
Lynda Juul, Director of Finance *(w/attachments)*
Dan Howard, Director of Planning *(w/attachments)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachments*)
Vaishali Reberholt, PE, Assistant Municipal Engineer (*w/attachments*)

2/3/2025
Consent

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

9. Resolution 2025-91

Approval of Counsel for Child Victim Act (CVA) Litigation Retainer Agreement - Bond Schoeneck & King PLLC (CRS# 5317)

AGENDA ITEM : FEBRUARY 3RD, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **Retainer Agreement - Child Victim Act (CVA) Litigation**
Bond Schoeneck & King PLLC (CRS #5317)

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

WHEREAS, the Town of Amherst has been sued in a case entitled LG 70 DOE v. Town of Amherst, Mathewson McCarthy Baseball and Babe Ruth League Baseball, Erie County Index Number 810847/2021 for alleged molestation by a former employee during the time period from 1977-1991; and

WHEREAS, the Town Attorney sent out a request for proposal (RFP) for legal services from experienced attorneys to represent the Town relative to this matter; and

WHEREAS, four (4) responses to the RFP were received and reviewed by the Town Attorney; and

WHEREAS, the selection of a law firm to handle this matter will assure that the Town of Amherst receives the best legal services in an expeditious cost-effective manner; and

WHEREAS, the Town Attorney has reviewed the responses to the RFP responses and has interviewed these firms; and

WHEREAS, prior counsel selected previously via this RFP (Webster Szanyi LLP) has withdrawn its representation due to the handling attorney's departure from the firm;

BE IT RESOLVED, that upon the recommendation of the Town Attorney and pursuant to Town Law §20(2), the Town Board hereby approves the selection of the law firm of Bond Schoeneck & King PLLC to represent it in relation to the LG 70 DOE matter; and

BE IT FURTHER RESOLVED, the Town Board hereby authorizes the Town Supervisor to execute the attached Retainer Agreement with Bond Schoeneck & King PLLC at the following rates upon successful completion of the Contract Routing System:

$289.00 per hour for Partners
$269.00 per hour for Associates
$175 per hour for Law Clerks
$150.00 per hour for Paralegals

BE IT FURTHER RESOLVED, this Retainer Agreement shall remain in effect until the ultimate conclusion of the LG 70 DOE matter.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item : February 3, 2025**)

2/3/2025
Consent

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

10. Resolution 2025-92

Retainer Agreement - FLSA (Fair Labor Standards Act) Litigation (CRS #5319)

AGENDA ITEM : FEBRUARY 3RD, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **Retainer Agreement - FLSA (Fair Labor Standards Act) Litigation**

Bond Schoeneck & King PLLC (CRS #5319)

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

RESOLVED, the Town Board authorizes the Town Supervisor to execute the attached Retainer Agreement for legal services as outlined above in an amount not to exceed $20,000, pending successful completion of the Contract Routing System.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 3, 2025**)

2/3/2025
Consent

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

11. Resolution 2025-93

Engagement Letter with GAR Appraisal LLC - Court-Ready Appraisal (CRS #5310)

AGENDA ITEM : JANUARY 21st, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 15, 2025**

RE: **Engagement Letter With GAR Appraisal LLC**
Court-Ready Appraisal Report – 1881 Niagara Falls Boulevard
Carmax Buffalo (CRS #5310)

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

RESOLVED, the Town Board hereby authorizes the Supervisor to execute the attached acknowledgement to engage Gar Appraisal, LLC to prepare the above-referenced Court-Ready Appraisal Report pending successful completion of the Contract Routing System (CRS).

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* **Agenda Item : January 21, 2025**)
Emily Murphy, Town Assessor (*w/attachment)*

2/3/2025
Consent

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

12. Resolution 2025-94

Settlement of Article 7 Matter - Plaza Group 183, LLC and Plaza Group 185, LLC V. Town of Amherst

AGENDA ITEM : JANUARY 21st, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 15, 2025**

RE: **Settlement of Article 7 Matter**
Plaza Group 183, LLC and Plaza Group 185, LLC v.
Town of Amherst

Kindly adopt a resolution authorizing the following:

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

(2) Authorizing Interim Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order as the Attorney for the Respondent, Town of Amherst.

(3) Authorizing Emily Murphy to sign the attached Consent Order as the Town Assessor for the Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : January 21, 2025**)

Emily Murphy, Town Assessor

2/3/2025
Consent

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

13. Resolution 2025-95

Settlement of Article 7 Matter - William S. Hein V. Town of Amherst

AGENDA ITEM : JANUARY 21st, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 15, 2025**

RE: **Settlement of Article 7 Matter**
William S. Hein v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

(2) Authorizing Interim Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order as the Attorney for the Respondent, Town of Amherst.

(3) Authorizing Emily Murphy to sign the attached Consent Order as the Town Assessor for the Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : January 21, 2025**)
Emily Murphy, Town Assessor

2/3/2025
Consent

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

14. Resolution 2025-96

Settlement of Article 7 Matter - Transit Lanes, Inc. V. Town of Amherst

AGENDA ITEM : JANUARY 21, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 15, 2025**

RE: **Settlement of Article 7 Matter**
Transit Lanes, Inc. v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : January 21, 2025**)
Emily Murphy, Town Assessor

2/3/2025
Consent

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

15. Resolution 2025-97

Settlement of Article 7 Matter - Joseph V Saffire & Nicole Michael V. Town of Amherst

AGENDA ITEM : JANUARY 21, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 15, 2025**

RE: **Settlement of Article 7 Matter**
Joseph V Saffire & Nicole Michael v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

(2) Authorizing Interim Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : January 21, 2025**)
Emily Murphy, Town Assessor

2/3/2025
Consent

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

16. Resolution 2025-98

Settlement of Article 7 Matter - Premier Place Improvements, LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 3, 2025

TO: **Town Board**

FROM: Samuel A. Alba, Esq., Interim Town Attorney

DATE: January 29, 2025

RE: Settlement of Article 7 Matter
Premier Place Improvements, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Stipulation of Settlement and Order; and

(2) Authorizing Interim Town Attorney Samuel A. Alba, Esq. to sign the attached Stipulation of Settlement and Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 3, 2025**)
Emily Murphy, Town Assessor

2/3/2025
Consent

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

17. Resolution 2025-99

Settlement of Article 7 Matter - Sher Bail Associates LLC C/O Wal-Mart #US02110 V. Town of Amherst

AGENDA ITEM : FEBRUARY 3, 2025

TO: Town Board

FROM: Samuel A. Alba, Esq., Interim Town Attorney

DATE: January 29, 2025

RE: Settlement of Article 7 Matter
Sher Bail Associates LLC Benderson Development
c/o Wal-mart #US02110 v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 3, 2025**)
Emily Murphy, Town Assessor

2/3/2025
Consent

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

18. Resolution 2025-100

Settlement of Article 7 Matter - 821 Maple LLC; 596 N French LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 3, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **Settlement of Article 7 Matter**
821 Maple LLC; 596 N French LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

(2) Authorizing Interim Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 3, 2025**)
Emily Murphy, Town Assessor

2/3/2025
Consent

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

B. TOWN CLERK:

1. Resolution 2025-101

Amusement License - Hammerl Amusements

Request by Hammerl Amusements Inc. for a Second Class Amusement License to hold outdoor events at 4224 Sheridan Dr. on May 23, 24, 25, 2025 from 12pm - 9pm.

Supervising Code Enforcement Officer recommends a fee of $50.00 per day.

The following conditions apply:

. Comply with the approved event layout.

. That all fire lanes be kept clear at all times.

. All temporary power must be code compliant.

. Fire extinguishers must be at a maximum of 75 feet of separation and have current inspection tags and readily available.

. Bathroom facility must be made available & accessible.

. For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.

. On site accessible parking must be maintained.

. Vehicle impact protection must be provided for the guest area.

. Fire Department access must be maintained at all times in the event of an emergency.

. Events with 1,000 guests or more will be require "Crowd Managers "that are in compliance with Chapter 4 of the 2020 FCNYS. Verification must be submitted prior to event.

. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

2/3/2025
Consent

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

2. Resolution 2025-102

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.

Tristan D. Spoth
228 Rambling Rd
East Amherst, NY 14051

2/3/2025
Consent

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

3. Resolution 2025-103

Edmunds GovTech Software CRS #5321

Please authorize the Supervisor to sign the Annual Software & Support Agreement with Edmunds GovTech (CRS #5321) for the Tax Collection System subject to the contract routing process. This agreement is valid from 1/1/25 to 12/31/2025.

2/3/2025
Consent

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 2025-104

Emergency Repair Freezer #3 Senior Center CRS #5295

Upon successful completion of CRS routing, please authorize the Supervisor to approve emergency purchase to repair freezer #3 at Amherst Senior Center.

2/3/2025
Consent

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

---

2. Resolution 2025-105

Adopt CIP Amendment

Please adopt an amendment to the 2025 CIP, as per the attached letter.

2/3/2025
Consent

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 2025-106

Budget Transfers and Amendments

For January, 21 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 1/15/2025
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 – 2024

FROM:	***TO:***

BUDGET AMENDMENTS – 2024

INCREASE:	***INCREASE:***
N2440.02785 AMH HOME- PI $16,249.50	N2440.4000 Contractual $16,249.50
N2454.02785 HOME Admin- PI $1,805.50	N2454.4003 10% Admin $1,805.50

To recognize Community Development program income from 57 Lyrae, Amherst.

N2444.02785 CHEEK HOME- PI $3,858.75	N2444.4000 Contractual $3,858.75
N2449.02785 CHEEK Admin- PI $428.75	N2449.4003 10% Admin $428.75

To recognize Community Development program income from 81 Linden, 56 Helen, 106 St. Felix and 35 Stanley Street, Cheektowaga.

BUDGET AMENDMENTS – 2025

N2423.02785 CDBG & VG- PI $170.00	N2423.4000 Contractual $170.00

To recognize Community Development program income from 169 Hillcrest, Amherst.

2/3/2025
Consent

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

2. Resolution 2025-107

Budget Transfers and Amendments

For February 3, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 1/29/2025
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:***
A3120.4230 Passenger Vehicles $7,248.32	A3120.2600 Other $7,248.32

To transfer funds for CRS# 5313, for purchase of a plow.

BUDGET AMENDMENTS – 2024

INCREASE:	***INCREASE:***

BUDGET AMENDMENTS – 2025

N2441.02785 AMH 1st Time Homebuyer- PI $4,091.37	N2441.4000 Contractual $4,091.37
N2454.02785 HOME Admin- PI $454.60	N2454.4003 10% Admin $454.60

To recognize Community Development program income from 560 Longmeadow, Amherst.

N2440.02401 HOME- Interest $5,631.16	N2440.4000 Contractual $5,631.16

To account for interest earned on HOME accounts.

N2444.02785 CHEEK HOME- PI $4,465.65	N2444.4000 Contractual $4,465.65
N2449.02785 CHEEK Admin- PI $496.18	N2449.4003 10% Admin $496.18

To recognize Community Development program income from 126 Leonard, Cheektowaga.

N2423.02785 CDBG & VG- PI $29,920.00	N2423.4000 Contractual $29,920.00
N2430.02785 CDBG P/R- PI $7,480.00	N2430.1000 Personal Svcs $6,948.44
	N2430.8030 FICA $531.56

To recognize Community Development program income from 5 Parkwood, Amherst.

2/3/2025
Consent

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

3. Resolution 2025-108

Capital Markets Advisors, LLC CRS #5305

Please approve the Financial Advisory Services Agreement with Capital Markets, LLC for services related for debt issuance. Contract #5305 has successfully completed the contract routing process.

2/3/2025
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2025-109

Extension of Bid #2023004 Town Wide Asbestos & Lead Surveys - CRS #5308

WHEREAS, AMD Environmental has agreed to extend their contract for Bid #2023004 for Town Wide Asbestos and Lead Surveys (Original CRS #3892);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with AMD Environmental for the period of March 20, 2025 through March 19, 2027; and

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

2/3/2025
Consent

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

2. Resolution 2025-110

Approve 2025 Firefighter Cancer Benefit Program - CRS #5309

WHEREAS, the New York State Legislature mandated cancer coverage for volunteer firefighters effective January 1, 2019; and

WHEREAS, the Amherst Town Board adopted Resolution 2018-1292 on December 10, 2018, approving basic mandated cancer coverage from The Hartford Life and Accident Insurance Company;

NOW, THEREFORE, BE IT RESOLVED, that the Amherst town Board approves the renewal of the Basic Cancer Coverage through The Hartford Life and Accident Insurance Company, administered by AIS Administrators, for the calendar year 2025; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the policy is effective as of January 1, 2025.

2/3/2025
Consent

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

3. Resolution 2025-111

Award Bid #2025001 Sodium Hypochlorite - CRS #5314

WHEREAS, the Contract Compliance and Administration Department received bids on January 9, 2025 for Sodium Hypochlorite; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award Item #1 of this bid to JCI Jones Chemicals, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with JCI Jones Chemicals, Inc.

2/3/2025
Consent

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

4. Resolution 2025-112

Award Bid #2025002 Sodium Hydroxide 50% Solution - CRS #5315

WHEREAS, the Contract Compliance and Administration Department received bids on January 9, 2025 for Sodium Hydroxide 50% Solution; and

WHEREAS, the bid process resulted in responses from five (5) 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 Item #1A of this bid to Slack Chemical Company, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Slack Chemical Company, Inc.

2/3/2025
Consent

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

H. COURT:

1. Resolution 2025-113

Amherst Town Justice & Drug Court Analyst to Attend NYATCP Conference

Amherst Town Justice and Drug Court Analyst to attend NYATCP Conference in Saratoga Springs, NY from 3/5/25 to 3/7/25 at a cost of $2,644.14.

2/3/2025
Consent

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

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2025-114

Addendum to Contract for Special Inspections & Testing – Whitestone Associates Engineering & Geology NY, PLLC Royal Park Sports Complex T.O.A. Project No. 2019.055 CRS #5276

We respectfully request your consideration for the approval of this resolution authorizing the Supervisor to sign the referenced Addendum to our special inspections contract at Royal Park, which proposes an increase to this overall contract by $18,200.00. This adjustment addresses the testing services required beyond the initial scope outlined in our original proposal approved as per resolution Number 2024-515 on June 10, 2024. Due to the project's scale and various construction elements, it was not possible to determine an exact number of special inspections required by the New York State Building Code at the time of our initial proposal. As a result, additional testing is now necessary to comply with Building Code requirements.

Based on the same unit prices included in Whitestone's original proposal summary and the supplemental testing required, Whitestone has prepared the attached addendum to cover the additional testing costs needed to fulfill the project's requirements.

Funds are available for this contract from KP2303.4971. Thank you for considering this request.

2/3/2025
Consent

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

2. Resolution 2025-115

Change Order No. 02- SU – Louis Del Prince & Sons, Inc. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5299

We respectfully request your approval of the resolution authorizing the Supervisor to sign the referenced Change Order. This Change Order proposes an increase of $73,365.28 to the overall contract to address unforeseen site conditions and permitting requirements. The existing site conditions necessitated adjustments to the designed grades and the relocation of the tennis courts. Additionally, bedrock was discovered at shallower depths than what was indicated within the geotech report, requiring rock blasting and removal to accommodate the installation of stormwater structures and foundations. During the building permitting process, it was also determined that additional frost protection and foundation modifications were needed for the bleachers and press box. This Change Order accounts for those required adjustments as well.

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

Funding for this added expense is available within the project account KP2303.4972. Thank you for your attention to this matter.

2/3/2025
Consent

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

3. Resolution 2025-116

Change Order No. 03- SU – Louis Del Prince & Sons, Inc. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5300

The original bids for the above referenced project were opened on May 6, 2024 and contracts were subsequently awarded to each prime contractor at the TB meeting of May 13, 2024. After the bid opening, a grant request was formally made of The Dormitory

Authority of the State of New Work (DASNY) to potentially obtain funding to defray the costs to add two (2) pickleball courts to the scope of the project. Recently, the Town was formally awarded funding in the amount of $100,000.00 towards direct construction and indirect in-kind services costs associated with these courts. As such and at this time, we recommend and request the Town Board to approve the subject change order to award this work to the site contractor at their original bid amount of $91,700.00, which they have agreed to hold and offer as a change order increase in scope. Due to the approval of grant funding elsewhere on this agenda, this added scope will obviously be at no cost to the Town after reimbursement by DASNY.

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

Funding is available for this scope change initially from KP2303.4972 until reimbursement from DASNY. Thank you for consideration of the above change order.

2/3/2025
Consent

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

4. Resolution 2025-117

Proposal for Installation of Three (3) Fire Hydrants Miller's Crossing Subdivision – Phase 3 TOA Job No: 2018.043

We are hereby requesting authorization to have three (3) additional fire hydrants installed by the developer at the above location, specifically along the proposed Autumn Meadow Lane.

The Erie County Water Authority requires the installation of three (3) fire hydrants at the above location during the course of construction to satisfy current design standards regarding hydrant spacing on a public potable water distribution system. The hydrants will become property of the Town of Amherst. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to issue final approval of the referenced hydrants. The Town is to pay the annual maintenance fee of $160.80 each for a total of $482.40.

May we have your approval for the installation of three (3) additional fire hydrants?

2/3/2025
Consent

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

5. Resolution 2025-118

Frankhauser Culvert Replacement Over Ditch 5 Bridge NY Local Project Agreement Resolution Authorizing Supervisor to Sign State Local Agreement PIN 5765.56; Town of Amherst Job No. 2022.033B CRS No. 5316

As the above referenced road culvert has been red-flagged forcing weight limits to be placed on this road due to its current degraded condition, would you please approve the attached resolution authorizing the Supervisor to sign an agreement indicating a commitment to participate in the administration and first instance funding of the above referenced Bridge NY project?

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

Funding is identified in the 2025-2030 CIP Project E-3 and in KP2351 & KP2503. Please note that the above request is contingent pending successful completion of the contract review procedure.

2/3/2025
Consent

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

L. FINANCE:

1. Resolution 2025-119

Approve Travel to 2025 NY Government Finance Officers' Association Annual Conference

Please approve travel to the 2025 NY Government Finance Officers' Association Annual Conference for Lynda L. Juul, Director of Finance, for a total estimated cost not to exceed

$1,176.45. The training offered at this conference is not available locally. Funds are available in the Director of Finance's budget for 2025.

2/3/2025
Consent

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

2. Resolution 2025-120

Adopt Revised 2026 Budget Calendar

Please adopt the revised 2026 Budget Calendar, attached. Revisions were made in order to meet legal deadlines, due to the change in publication dates by the Amherst Bee from Wednesday to Thursday, and are highlighted.

2/3/2025
Consent

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

M. HIGHWAY

1. Resolution 2025-121

Authorize Supervisor to Sign GOETZ ENERGY CORP FUEL CONTRACT EXTENSION - CRS #5279

WHEREAS, GOETZ ENERGY CORPORATION CONTRACT for fuel-gas purchases under NYS-OGS Group 05600, Award number 23237, Contract Number PC#69517 at 1319 Military Road, Buffalo, NY 14217 and

NOW, therefore be it resolved, the Town Board authorizes the Supervisor to sign the contract with Goetz Energy Corporaton for the Town of Amherst piggyback on the NYS-OGS contract from 12/17/2021 through 12/14/2024 with an extension through 2/13/2025. This contract is subject to the Contract Routing System (CRS #5279)

and the approval of the Town Attorney.

Thank you!

2/3/2025
Consent

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

2. Resolution 2025-122

Standardization of Flusher Truck Equipment - Highway Department

WHEREAS, the Town of Amherst is in need of purchasing an additional Vacall Flusher Truck for the Town of Amherst Highway Department; and

WHEREAS, the Town of Amherst has utilized the Vacall 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 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 flushing and cleaning storm water drainage lines; 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 Vacall line for the following reasons:

1) The Highway Department employees have been currently working with Vacall equipment and are familiar with their operations and functions;
2) The Highway Department repair shop personnel have been currently working with repairing our Vacall equipment and inventory of parts on hand for these pieces of equipment:
3) Vacall 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 Vacall 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 flushing and cleaning equipment in the Highway Department to the Vacall product line.

2/3/2025
Consent

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

3. Resolution 2025-123

TREE PLANTING - Escrow Funds from Agency Account - 2025

Please approve authorization to spend up to $100,000.00 from the Agency Account AG2022-0699 for the Spring and Fall 2025 season for various trees planted for new builds 2024-2025.

Thank you for your time and consideration!

2/3/2025
Consent

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

4. Resolution 2025-124

FUNDING - Sidewalk Snow Plowing Program - 2025

Please approve authorization to spend up to $10,000.00 for maintenance and repairs to the sidewalk snow plowing equipment from T4024: 4002.

Thank you for your time and consideration!

2/3/2025
Consent

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

5. Resolution 2025-125

Approval to Spend Funds - Veterans Memorial - 2025

The Veterans Memorial Fountain is in need of various maintenance and repairs to the filtration system, i.e. to include: various filter replacement and repairs, pumps, chlorine, etc.

We are respectfully requesting the authorization of spending up to $4,000.00 from the Trust Account T4017: 4002 for the various supplies and repairs.

Thank you for your time and consideration.

2/3/2025
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2025-126

Youth Service Program Coordinator/Youth & Recreation

Please appoint a Youth Service Program Coordinator to the Youth & Recreation Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 22, 2025 at an annual salary of $58,085, Grade 10, Step F for Alan Laudico.

This is a permanent appointment for a current employee who has been serving provisionally.

2/3/2025
Consent

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

2. Resolution 2025-127

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective January 22, 2025, Temporary, $15.50 ph, Step 1 for Autumn Brown, Lexie Davis, Fiona Robshaw & Tasfeia Tasmin.

2/3/2025
Consent

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

3. Resolution 2025-128

Program Coordinator-Senior Services/Senior Services

Please appoint a Program Coordinator-Senior Services to the Senior Services Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 22, 2025 at an annual salary of $61,651, Grade 10, Step I for Jennifer Lazarz.

This is a promotion for an employee currently serving as Recreation Leader (Sr. Citizens).

2/3/2025
Consent

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

4. Resolution 2025-129

Coordinator of Employee Relations/Human Resources Department

Please appoint a Coordinator of Employee Relations to serve as a Deputy Director of Human Resources in the Human Resources Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 1, 2025 at an annual salary of $135,299.69, Grade 2, Step I of the Exempt Department Head Salary Schedule for Zachary Garlick.

Please authorize a six (6) month residency waiver.

2/3/2025
Consent

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

5. Resolution 2025-130

Contracts Technician/Engineering/Plant #16

Please appoint a Contracts Technician to the Engineering Department-Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective January 22, 2025 at an annual salary of $51,696, Grade 13, Step A for Nicholas Weir.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

2/3/2025
Consent

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

6. Resolution 2025-131

Recreation Attendant - PT/Youth & Recreation (3 Positions)

Recreation Attendant - PT/Youth & Recreation (3 Positions), Effective January 22, 2025, Temporary, $15.50 ph, Step 1.

2/3/2025
Consent

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

7. Resolution 2025-132

Computer Support Technician-Information Technology

Please appoint a Computer Support Technician to the Information Technology Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 4, 2025 at an annual salary of $63,040, Grade 11, Step H for Donald Russ.

This is a permanent appointment for a current employee who has been serving provisionally.

2/3/2025
Consent

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

8. Resolution 2025-133

Computer Support Technician/Police Department

Please appoint a Computer Support Technician to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service

Rule XIII. Effective February 4, 2025 at an annual salary of $55,524, Grade 11, Step D for Michael Marinaccio.

This is a permanent appointment for a current employee who has been serving provisionally.

2/3/2025
Consent

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

9. Resolution 2025-134

Network Coordinator-Information Technology

Please appoint a Network Coordinator to the Information Technology Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 4, 2025 at an annual salary $74,045, Grade 15, Step G for Edward Hurrell, Jr.

This is a permanent appointment for a current employee who has been serving provisionally.

2/3/2025
Consent

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

10. Resolution 2025-135

Technical Support Services Specialist-Information Technology

Please appoint a Technical Support Services Specialist to the Information Technology Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 4, 2025 at an annual salary of $72,594, Grade 16, Step E for Timothy Ray.

This is a permanent appointment for a current employee who has been serving provisionally.

2/3/2025
Consent

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

11. Resolution 2025-136

Assistant Accountant/Amherst Town Court

Please appoint an Assistant Accountant to the Amherst Town Court. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 4, 2025 at an annual salary of $52,470, Grade 12, Step B for Brian Couto.

Contingent upon completing all pre-employment requirements.

2/3/2025
Consent

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

12. Resolution 2025-137

Accountant/Youth & Recreation Department

Please appoint an Accountant to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 4, 2025 at an annual salary of $72,594, Grade 16, Step E for Andrews Osei.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

2/3/2025
Consent

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

13. Resolution 2025-138

Process Supervisor-WWTP/Engineering-Plant #16

Please appoint a Process Supervisor-Wastewater Treatment Plant to the Engineering-Plant #16 Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 4, 2025 at an annual salary of $97,971, Grade 21, Step I for Mark Tirone.

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

2/3/2025
Consent

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

14. Resolution 2025-139

Wastewater Treatment Plant Maintenance Supervisor/Eng.-Plant #16

Please appoint a Wastewater Treatment Plant Maintenance Supervisor to the Engineering-Plant #16 Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 4, 2025 at an annual salary of $79,455, Grade 19, Step D for Charles Castellana.

This is a promotion for an employee currently serving as Supervising WW Facilities Mechanic.

2/3/2025
Consent

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

15. Resolution 2025-140

Wastewater Facilities Mechanic/Engineering-Plant #16

Please appoint a Wastewater Facilities Mechanic to the Engineering-Plant #16 Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 4, 2025 at an hourly rate of $24.26. Grade IV, Step 1 for Christopher Disalvo.

This is a promotion for an employee currently serving as Maintenance Worker.

2/3/2025
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

Q. POLICE:

1. Resolution 2025-141

Purchase of Snow Blade for Department Pickup Truck Piggybacking Contract Approval Casullo's Automotive Service, Inc. (CRS #5313)

TOWN BOARD AGENDA ITEM : FEBRUARY 3, 2025

TO: **Town Board**

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

RE: **Purchase of Snow Blade for Department Pickup Truck Piggybacking Contract Approval**

Casullo's Automotive Service, Inc. (CRS #5313)

Kindly adopt a resolution authorizing the Supervisor to execute the attached piggyback agreement between the Town of Amherst (Police) and Casullo's Automotive Service, Inc., with regard to the above-entitled matter. Approval of this agreement is pending the successful completion of the Contract Routing Process.

Thank you.

SPC: msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: February 3, 2025)**

2/3/2025
Consent

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

2. Resolution 2025-142

Training & Travel Request NCFI Digital Investigations Supervisors Course

TOWN BOARD AGENDA ITEM : FEBRUARY 3, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
NCFI Digital Investigations Supervisors Course

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled training course. This course is being held in Hoover, Alabama from March 23, 2025 through March 27, 2025. The cost for the training and travel for this course is paid for by the organization hosting the course.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: February 3, 2025)**

2/3/2025
Consent

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

R. SENIOR SERVICES:

1. Resolution 2025-143

Request to Use Trust and Agency Funds

We respectfully request Town Board and the Supervisors permission to use $5000.00 in funds from the Trust and Agency Account.

2/3/2025
Consent

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

2. Resolution 2025-144

Congregate Dining 2Nd Amendment CRS #5325

We respectfully request Town Board permission to authorize the Supervisor to sign the Contract Amendment to the agreement between the Town of Amherst (Senior Services) and Erie County Senior Services (Congregate Dining) upon successful completion of the Routing Process.

2/3/2025
Consent

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

3. Resolution 2025-145

Class Instructor Deborah Barbour CRS #5302

We respectfully request Town Board permission to authorize the Supervisor to sign the agreement between the Town of Amherst (Senior Services) and Deborah Barbour.

2/3/2025
Consent

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

4. Resolution 2025-146

Class Instructor Ruth Nawotniak CRS #5303

We respectfully request Town Board permission to authorize the Supervisor to sign the agreement between the Town of Amherst (Senior Services) and Ruth Nawotniak.

2/3/2025
Consent

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

5. Resolution 2025-147

Class Instructor Bonnie Crosby CRS #5304

We respectfully request Town Board permission to authorize the Supervisor to sign the agreement between the Town of Amherst (Senior Services) and Bonnie Crosby.

2/3/2025
Consent

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

S. SEWER/PLANT 16:

1. Resolution 2025-148

Contract Extension Legionella Testing & Certification of Cooling Towers M.I.S, of America, Inc. CRS No. 5293

The Engineering Department is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with M.I.S. of America, Inc. The terms and conditions within the current contract for Legionella Testing & Certification of Cooling Tower 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 14, 2025 through January 13, 2027

Funds for this request are available in G9916-4110 & A7253

Thank you for considering this request.

2/3/2025
Consent

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

2. Resolution 2025-149

Graybar/Omnia Contract Extension Graybar Electric Company, Inc. CRS No. 5307

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Graybar Electric Company, Inc. The terms and conditions within Omnia Contract EV2370 Electrical Lighting, Data Communications, Security Products, Related Products, Services, and

Solutions will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from February 1, 2025 through January 31, 2029

Funds for this request are Town wide and Various, amounts TBD.

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

Thank you for considering this request.

2/3/2025
Consent

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

3. Resolution 2025-150

Contract Extension - Penn Power Systems Bid 2023005 Lift Station Generator Service CRS No. 5322

The Engineering Department is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Penn Power Systems. The terms and conditions within the current contract, bid 2023005 Lift Station Generator Service will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from March 06, 2025 through March 05, 2027.

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

Funds for this request are available in G9916-4960.

Thank you for considering this request.

2/3/2025
Consent

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

4. Resolution 2025-151

Award of Bid - MLP Plumbing & Mechanical, Inc. WPCF: HVAC Facility Improvements, Phase 4 – Mechanical Contract Town Project No. 2017.002D

On December 19th, 2024 bids were received for the above referenced project. As per the attached bid tabulation, three (3) bids were received for the Mechanical Contract (MC).

The Engineering Department recommends award of bid items M-2 & M-3 to MLP Plumbing & Mechanical, Inc., 3198 Union Road, Cheektowaga, NY 14227 per their bid amount of $494,400.00, for the WPCF: HVAC Facility Improvements, Phase 4 – Mechanical Contract.

To provide the proper level of funding for the project bid award, the Engineering Department also requests that the Town Board approve a budget transfer of $10,000.00 from KP1724-4979 (Contingency) to KP1723-4972 (Construction).

Funds are available for this project from the following Bond Accounts:

Project Bond Name	Account No.	Amount
WPCF: HVAC Improvements Phase 4	KP-1724-4972	$371,229.76
WPCF: HVAC Facility Improvements Phase 5	KP-2348-4972	$123,170.24

May we have your approval to award MLP Plumbing & Mechanical, Inc. the above referenced contract. Thank you for your consideration of this request.

2/3/2025
Consent

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

5. Resolution 2025-152

Award of Bid - CIR Electrical Construction Corporation, Inc. WPCF: HVAC Facility Improvements, Phase 4 – Electrical Contract Town Project No. 2017.002D

On January 16th, 2025 bids were received for the above referenced project. As per the attached bid tabulation, one (1) bid was received for the Electrical Contract (EC).

The Engineering Department recommends award of bid items E-2 & E-3 to CIR Electrical Construction Corporation, 2517 Long Road, Grand Island, NY 14072 per their bid amount of $15,800.00, for the WPCF: HVAC Facility Improvements, Phase 4 – Electrical Contract.

Funds are available for this project from the following Bond Account:

Project Bond Name	Account No.	Amount
WPCF: HVAC Facility Improvements Phase 5	KP-2348-4972	$15,800.00

May we have your approval to award CIR Electrical Construction Corporation the above referenced contract. Thank you for your consideration of this request.

2/3/2025
Consent

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

6. Resolution 2025-153

De-Ionized Water Treatment Evoqua Water Technologies CRS No. 5323

The WPCF is requesting that the Town Board authorize the Supervisor to sign a service agreement with Evoqua Water Technologies. Evoqua is the sole source, factory authorized service provider for the WPCF's De-Ionized Water Production System, which is critical to the lab at the WPCF. The term of this contract will be from date of execution by the Town of Amherst through February 28, 2026.

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

Funds will be available in G9916-4860.

Thank you for considering this request.

2/3/2025
Consent

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

T. YOUTH AND RECREATION:

1. Resolution 2025-154

Grant Disbursement Agreement (DASNY) - CRS #5306

Authorize the Supervisor to sign a Grant Disbursement Agreement between the Town of Amherst and DASNY for the construction of pickleball courts at Royal Park, pending successful completion of the contract routing process.

2/3/2025
Consent

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

2. Resolution 2025-155

Vendor Fees

WHEREAS, The Market at Bassett is entering its 5th year, and

WHEREAS, The Market has grown exponentially from its first iteration, and

WHEREAS, vendor fees have not been increased since the Market's inception, and

WHEREAS, there is now a waiting list for vendors for certain dates, and

WHEREAS, the Youth & Recreation Department seeks to keep vendor fees low but acknowledges that operational costs have increased over the past 5 years, and

WHEREAS, all vendor fees go to enhancing the Market experience for all,

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board approves an increase of $5.00, raising the vendor fee to $25.00 per vendor per Market.

2/3/2025
Consent

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 2025-1

2024 Amherst Disability Committee Annual Report

Erica Rodman, Chair of Amherst Committee on Disabilities, submitted the 2024 Annual Report of the Committee on Disabilities.

2/3/2025
Received & Filed

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

2. Communication 2025-2

Fee Request Waiver - Windermere Boulevard Elementary School

Request from Windermere Boulevard Elementary School seeking a waiver of the fire prevention permit fee for a pancake breakfast to be held on February 1, 2025.

The Building Commissioner response is attached.

2/3/2025
Consent

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

3. Communication 2025-3

North Amherst Volunteer Fire Co. - Fee Waiver Request

Request from North Amherst Volunteer Fire Co. for fee waivers related to the planned construction of new truck bay at 2200 Tonawanda Creek Road. The Building Commissioner response is attached.

2/3/2025
Consent

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

4. Communication 2025-4

Correspondence from Sean Hopkins, Esq. - Sawyer's Landing Mixed-Use Project

Letter from Sean Hopkins, Esq. regarding the formation of the "Sawyer's Landing Sewage Works Corporation" and "Sawyer's Landing Water Works Corporation".

2/3/2025
Referred to Attorney & Planning

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

5. Communication 2025-5

Correspondence from Sean Hopkins, Esq. - Address Change

Letter from Sean Hopkins, Esq. regarding a request to approve an address change from 1 Beresford Court to 6700 Main Street.

2/3/2025
Referred to Fire Control & Attorney to prepare a resolution

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

6. Communication 2025-6

Correspondence from Elliot Lasky of SBLC Development Corp.

Letter from Elliot Lasky regarding the application of the Bicentennial Comprehensive Plan Amendment for the proposed mixed-use & residential project at 1790, 1860 & 1920 North French Road & portion of 999 Campbell Boulevard.

2/3/2025
Referred to Attorney & Planning

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

7. Communication 2025-7

Notice of Claim: Randy Thompson Vs. Town of Amherst

2/3/2025
Referred to Town Attorney

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

8. Communication 2025-8

Notice of Claim: Sherry S. Frost Vs. Town of Amherst

2/3/2025
Referred to Town Attorney

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

9. Communication 2025-9

Summons and Complaint: Lynne M. Logan Vs. Town of Amherst

2/3/2025
Referred to Town Attorney

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

10. Communication 2025-10

Summons and Verified Complaint: State Farm Mutual Automobile Insurance Company A/S/O Mario Avarello Vs. Town of Amherst Et Al.

2/3/2025
Referred to Town Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

1. Resolution 2025-156

Public Improvement Permit No. 3122 Sanitary Sewer Acceptance Harding Road Subdivision 2005.101/SUB-2022.01

This is to certify that the referenced sanitary sewer construction has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of $12,929.22, representing 25% of the cost of construction has been forwarded to the Town Clerk.

Thank you for considering this request.

2/3/2025
Consent

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

2. Resolution 2025-157

Public Improvement Permit No. 3123 Waterline Acceptance Harding Road Subdivision 2005.101/SUB-2022.01

This is to certify that the referenced waterline construction has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of $12,887.40, representing 25% of the cost of construction has been forwarded to the Town Clerk.

Thank you for considering this request.

2/3/2025
Consent

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

3. Resolution 2025-158

Private Improvement Permit No. 3124 Storm Sewer Harding Road Subdivision 2005.101/SUB-2022.01

This is to certify that the referenced storm sewer construction has been completed in accordance with plans and specifications.

2/3/2025
Consent

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

4. Resolution 2025-159

Private Improvement Permit No. 3140 Sanitary Sewer – 4300 Millersport Highway 2005.114A/SP-2022-03A

Attached please find an application for a Sanitary Sewer Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $73,872.00.

We are sending three (3) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $66,817.50 which will be held in escrow to cover the inspection costs, and one in the amount of $6,904.50 to cover the televising cost and to be deposited in the SS District account G9000-02377.

At this time, we are asking for your approval of the application for PIP No. 3140.

Thank you for considering this request.

2/3/2025
Consent

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

5. Resolution 2025-160

Public Improvement Permit No. 3141 Waterline – 4300 Millersport Highway 2005.114A/SP-2022-03A

Attached please find an application for a Waterline Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $32,736.30.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of one in the amount of $32,586.30 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3141.

Thank you for considering this request.

2/3/2025
Consent

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

6. Resolution 2025-161

Public Improvement Permit No. 3142 Paving & Curbing – 4300 Millersport Highway 2005.114A/SP-2022-03A

Attached please find an application for a Paving & Curbing Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $163,560.00.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of one in the amount of $163,410.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3142.

Thank you for considering this request.

2/3/2025
Consent

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

7. Resolution 2025-162

Public Improvement Permit No. 3143 Storm System – 4300 Millersport Highway 2005.114A/SP-2022-03A

Attached please find an application for a Storm System Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $14,665.07.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of one in the amount of $14,515.07 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3143.

Thank you for considering this request.

2/3/2025
Consent

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

8. Resolution 2025-163

Private Improvement Permit No. 3144 Storm System – 4300 Millersport Highway 2005.114A/SP-2022-03A

Attached please find an application for a Storm System Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $6,031.10

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of one in the amount of $5,881.10 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3144.

Thank you for considering this request.

2/3/2025
Consent

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 2 unlisted items. The motion was seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was opened at 8:41 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 8:41 PM.

1. Resolution 2025-164

Written Acknowledgement of Lease Commencement Verizon Wireless CRS #5326 (Original CRS #4578)

SUSPENSION AGENDA ITEM : FEBRUARY 3rd, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: January 31, 2025

RE: Written Acknowledgement of Lease Commencement
Verizon Wireless
Site Name: Hurxley/Site Address: 400 Wehrle Drive
CRS #5326 (Original CRS #4578)

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

RESOLVED, the Town Board hereby authorizes the Supervisor to execute the attached acknowledgement relative to the above site and location pending successful completion of the Contract Routing System (CRS).

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Suspension Agenda Item : February 3, 2025**)
Brian J. Armstrong, Director, Engineering Services (*w/attachment)*

2/3/2025
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 2025-165

Settlement of Article 7 Matter - 93 NYRPT, LLC V. Town of Amherst

SUSPENSION ITEM : TOWN BOARD AGENDA - FEBRUARY 3, 2025

TO: Town Board

FROM: Samuel A. Alba, Esq., Interim Town Attorney

DATE: January 31, 2025

RE: Settlement of Article 7 Matter
93 NYRPT, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(**Suspension Item : Town Board Agenda – February 3, 2025**)

2/3/2025
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

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 Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 8:41 PM.

The following speakers addressed the Town Board:
Don Smith, 201 N Long St - listening to residents
John Trabert, 234 Mt Vernon Rd - growth vs tax relief for residents
Tom Frank, Main St - Amherst Central Park
Chris Drongosky, Mill St - Audubon golf course & westwood
Spike Mertes, Troy Del Way - tax abatements
Bob Drdul, 92 Chateau Ter - streetlights outage
Dennis Hoban, 216 California Dr - Board responses to resident questions
Samantha Smith, 60 Fruehauf - sample testing results from Benderson project on Main St

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 8:58 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Berger and unanimously approved 5-0. The Town Board meeting of February 3, 2025 was adjourned at 9:01 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29939 **RESOLUTION 2025-73** **HEARING CLOSED**

1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard - Bicentennial Comprehensive Plan Amendment

Request to amend the Bicentennial Comprehensive Plan for 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard from Recreation, Open Space & Greenways to Medium Residential.

2/3/2025
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 7:21 PM.

Attorney Sean Hopkins presented.

The following residents spoke:
Tom Frank, Main St
Deb Kilbourn, 35 Arlington Rd
John Trabert, 234 Mt Vernon Rd
Chris Drongosky, Mill St
Don Smith, 201 N Long St
Samantha Smith, 60 Fruehauf
Matt Plunkett, 299 Northill Dr
Dennis Hoban, 216 California Dr
Christina Coyle-Lenz, 64 Chateau Ter E

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 8:03 PM.

RESULT:	**HEARING CLOSED**	**Next: 2/24/2025 7:00 PM**

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

Town Board Agenda of January 21, 2025

January 15, 2025

The Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Second Request to Amend Figure 6 of the Bicentennial Comprehensive Plan from "Recreation, Open Space & Greenways" and "Industrial-Office" to "Medium Residential," BCPA-2024-02; property located at 1790, 1860 & 1920 North French Road & 999 Campbell Boulevard (portion) (**BCPA-2024-02**).

Honorable Members:

This request is to amend the Bicentennial Comprehensive Plan to change the land use designation on Figure 6 for the subject properties from "Recreation, Open Space & Greenways" and "Industrial-Office" to "Medium Residential" to allow for the potential future rezoning of the site to Multi-family Residential District-Five and construction of a mixed residential project. The proposed project would consist of 57 townhome style units with attached garages, 36 lots for detached single family homes and 32 multifamily units (89 total units) and all related site improvements including roadways, stormwater management, landscaping, lighting, utility improvements and connections.

The subject property is a 62± acre "irregularly" shaped property consisting of four separate parcels located on the north side of North French Road adjacent easterly to the Lockport Expressway (I-990) and 521± feet west of Crosspoint Parkway. The sites have been cleared to allow for farming operations under tree removal permit TR-2022-0003 that was issued on April 8, 2022. There is no current evidence of farming on these parcels.

Other Factors affecting the sites:

- There are NYSDEC Previously Mapped Freshwater Wetlands on the parcels.
- As of January 1, 2025 the NYSDEC's regulatory protections of freshwater wetlands are no longer limited to the NYS Freshwater Wetlands Maps. Amendments to the Freshwater Wetlands Act introduce the designation and mapping of "Informational Wetlands", the location of the Previously Mapped and Informational Wetlands are shown in the attached sketch. These are areas that meet certain criteria and require a jurisdictional

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

determination by the DEC for designation. The new informational wetland maps indicate that much of the subject parcels could include regulated wetlands.

- There are also federal jurisdictional wetlands on the parcels.
- The majority of the subject area is within the 100 yr. floodplain.
- Town Ditch #25 runs north – south through the proposed development area.
- The subject property is bisected by a National Grid power right-of-way/corridor that runs north – south.
- The Lockport Expressway (I-990) is a NYSDOT highway designated as an expressway in the Town of Amherst Bicentennial Comprehensive Plan, and is contiguous to the sites with a full interchange that serves the area.
- North French Road, CR-299 is an Erie County highway designated as a minor arterial in the Town of Amherst Bicentennial Comprehensive Plan.

For additional information on the surrounding zoning and land use, please refer to the attached sketch.

History of previous requests:

On May 16, 2024 the Planning Board considered a similar request to amend the Bicentennial Comprehensive Plan and recommended its denial.

On July 22, 2024 the Town Board concurred with the Planning Board's recommendation and denied the request to Amend the Bicentennial Comprehensive Plan.

The subject parcels were zoned Suburban Agricultural District (SA) with the adoption of the Town wide Zoning Map and Ordinance on January 19, 1976.

The Planning Board offers the following findings in accordance with New York State Town Law §272-a.

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

Based upon the Planning Department Staff memorandum dated October 10, 2024 (attached) and public input from the hearing held on November 21, 2024 by the Planning Board, the Planning Board finds that the intent of the Land use Plan for this area is to provide opportunities to expand the light-industrial, distributive or office uses near the I-990 expressway on lands that are not designated wetlands or environmentally important. The location is ideally situated for these uses as it is bordered by major highways and has direct access to the interstate highway system.

The properties to be redesignated are bounded on the north and west by the I-990 expressway, and on the south by North French Road. The Conceptual Land Use Plan (Figure 6) in the Town's Comprehensive Plan identities much of this area as Recreation, Open Space & Greenways (Green) acknowledging the presence of wetland areas. Property to the east is designated as

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

- The Conceptual Land Use Plan (Figure 6), illustrates the future direction and land use as Industrial-Office for a portion of the area. As stated in Section 3.3.4 of the Plan, the desirable site characteristics for the location of industrial-office uses are: 1) access to major transportation routes; 2) away from residential neighborhoods; and 3) on large tracts of land that can be buffered from surrounding areas. While the proposed concept offers a range of housing choices in a suburban/rural setting, the subject land location expends a limited land resource for a future use that is in demand.
- The I-990 is an interstate expressway and North French Road is a minor arterial roadway at this location. The proposed site is ideally located for warehousing/storage distribution and/or research and development uses with excellent accessibility to these roads and North French Road with direct connections to Millersport Highway (a major arterial) and Campbell Boulevard. This location is ideal for higher volume, higher speed trips that serve intercommunity and interregional trade daily.
- The proposed amendment increases potential for impacts of development on sensitive lands.

2. The Town's Strategic Economic Development Plan prepared by RKG consultants indicates a regional demand for warehousing space due to high volume e-commerce activity and identified this area as an ideal location for this use due to the site's access to I-990 and it offers a viable development opportunity for warehouse/distribution facilities.

3. The Petitioner's real estate consultant (Real Property Services, LLC) made a presentation at the Planning Board Public Hearing on November 21, 2024. Review of the supporting report (attached) finds that there is no economically viable uses under the industrial-office land use designation does not consider the full range of land uses permitted under the industrial-office designation. The designation includes uses that would be permitted under zoning districts including Science Technology District (ST), Research and Development District (RD), General Industrial District (GI) and Office Building District (OB). There are uses permitted under these districts that could be accommodated on buildable portions of the subject parcels.

4. The land surrounding the subject request is comprised of transportation facilities and industrial\office uses that are less compatible with the proposed residential development.

5. The Town Board should consider the recent NYSDEC Amendments to its Freshwater Wetlands Law (Article 24) that indicate the majority of the subject parcels are or may be regulated wetlands. A determination by the NYSDEC that the Mapped and Informational Wetlands are regulated could have a significant impact on potential development of this area. Such a determination by the NYSDEC could reinforce the designation of these parcels as Recreation, Open Space and Greenways.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Industrial-Office (Gray), and contains the Cross Point Business Park and a designated Suburban Corridor mixed-use commercial center as shown in Figure 6A of the Plan.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposed mixed residential project proposal consisting of 57 townhome style units with attached garages, 36 lots for detached single family homes and 32 multifamily units (89 total units) is inconsistent with the allowable uses in the Suburban Agricultural (SA) zoning district. Any future development on the parcel will need to comply with the applicable regulations in the Zoning Ordinance.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

Residential uses at the subject location would be inconsistent with the scale, character and potential allowable uses in the Crosspoint Industrial Park to the east, the traffic volume and noise generated from the Lockport Expressway, which is elevated along the subject area to the west and potential nuisances and health risks (mosquitos and other pests) from the wetland areas within and around the proposed development parcels The subject parcels, with direct access to an interstate highway system are ideally suited for industrial, warehousing, storage, office or similar land uses that rely on efficient truck access.

ADEQUATE SERVICES AND UTILITIES

Services and utilities necessary for the proposed change in land use will be evaluated with a rezoning proposal. The Engineering Department has previously indicated that a downstream sewer capacity analysis will be required.

RECOMMENDATION

The Planning Board at their meeting of November 21, 2024 held a public hearing on the subject Plan amendment and recommended that in accordance with New York State Town Law §272-a Subsection 4, the request to amend the Bicentennial Comprehensive Plan be denied again. The subject lands are well situated and suited for the uses proposed in the Plan. The Town has limited lands designated for industrial/office development and should not encourage their use for residential uses. This location in North Amherst should remain designated for recreation/open space or industrial/office use to sustain its valued environmental features, and its close proximity to existing compatible industrial land uses and highly accessible transportation corridors.

1. The amendment is not consistent with the goals, objectives, recommendations and sections of the Town of Amherst Bicentennial Comprehensive Plan in the following ways:
    - Chapter 3, Land Use and Development; identifies much of this area as Recreation, Open Space & Greenways and areas to the east as Industrial-Office.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Honorable Town Board

Request to Amend the Bicentennial Comprehensive Plan;
Property located at 1790, 1860 & 1920 North French Road
and 999 Campbell Boulevard (portion).
Agenda of January 21, 2025

The Planning Department requests that if the Town Board desires to act on the Plan amendment, that a decision date be established after the public hearing so that the Planning Department can prepare a determination of environmental significance pursuant to SEQR, and a resolution for the Town Board's consideration.

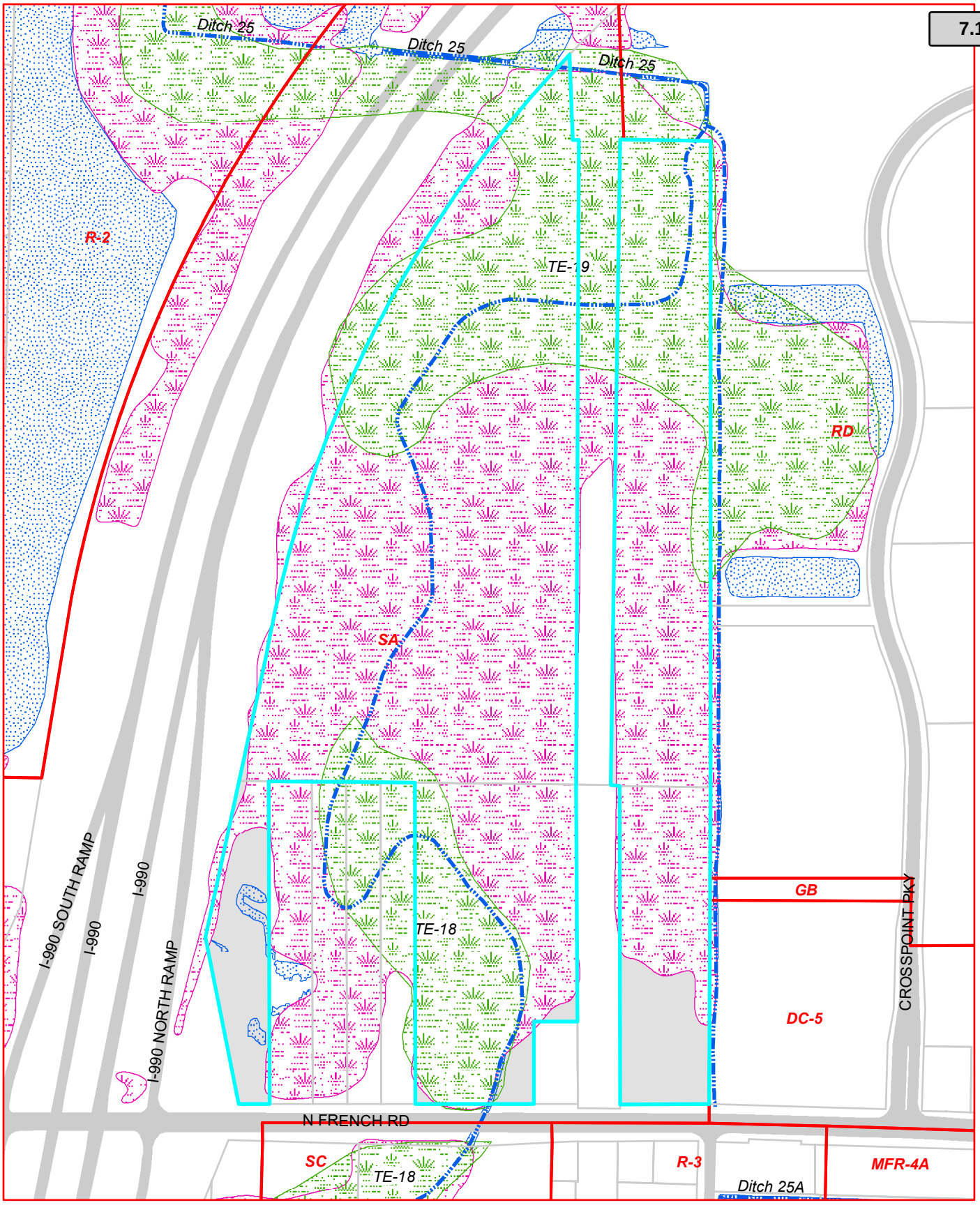
Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/ac
Att.
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2024\BCPA-2024-02_(1790_1860_1920_N_French_&_999_Campbell_Blvd)_2024\BCPA-2024-02_Town_Board_Letter_01102025.docx
cc: Sam Alba, Town Attorney

Planning Board Denial November 21, 2024
Ayes 4; Noes 2 (Chmiel. Kahn); Absent 1 (Giuliani)

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard



BCPA-2024-02
Request to amend figure 6 of the Bicentennial Comprehensive Plan from "recreation, open space & greenways" to "medium residential" for 62± acres of land
Property Located at 1790, 1860 & 1920 North French Road and 999 Campbell Boulevard (portion)

SBLC Development Corp., Petitioner
January 21, 2025

1790, 1860 & 1920 North Frenh Rd. and 999 Campbell Blvd. (portion)

NYSDEC Informational Wetland

NYSDEC Previously Mapped Wetland

Prepared by the Town of Amherst Planning Department

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

RPS
REAL PROPERTY SERVICES, LLC

November 21, 2024

To: Town of Amherst Planning Board
From: Donald A. Griebner, Consultant
Real Property Services, LLC
Re: Economic Analysis Conclusions for Alternative Zoning/Use Options
62+/- Acre Parcel, N. French Road, Amherst

- I have analyzed the economic viability of the 62-acre parcel in question as it relates to Research and Development zoning as well as SC-3, R-3 and MFR-5 zoning.

- My analysis begins by examining the legally allowable uses, then narrows to the physically possible uses, then narrows further to the economically viable uses.

My conclusions are as follows:

FINAL CONCLUSIONS OF ECONOMIC ANALYSIS

1. The extensive impact of wetlands on the subject site severely limits economically viable development options.

2. There is no permitted use under the Research and Development (R&D) zoning ordinance that would allow for economically viable development of the subject site.

3. At most, 11+/- acres of the subject site could be developed as R&D land, however the infrastructure cost (road and utilities) would far exceed the value of the usable land. The R&D sites would also have an extended absorption period. This option is not economically viable.

4. The Concept Site Plan put forth by the owners provides an economically viable residential development option due to its low density of development and ability to design a flexible layout which accounts for the wetlands.

5. The proposed residential development plan will meet a clear need in the Amherst marketplace for additional housing options, offering multiple price points as well as for-sale and for-rent options. (125+/- units).

6. The proposed residential development plan will provide significant and near-term tax revenue. (Over $300,000 to the Town of Amherst per year and $1.1M overall per year after 3-4 year development).

7. There are multiple and sufficient vacant land options in and around Amherst for R & D, warehousing, and light industrial development, as well as existing vacant space which is available.

8. It was stated in correspondence within the Planning Department that "The key characteristic of this project site is its proximity to large capacity transportation infrastructure and complementary land use". **RESPONSE:** The key characteristic of this project site is its overwhelming impact of wetland areas throughout the site which preclude economically viable development under the R & D zoning permitted uses.

9. It was stated that "The proposed project does not decrease the potential impacts of development on sensitive lands or promote housing affordability as stated in Section 8.3 of the Plan". **RESPONSE:** The proposed residential project absolutely promotes housing affordability to the Town by offering multiple residential options (townhouse, patio home, multi-family) both for sale and for rent. Additional much needed inventory, especially with different styles and prices, will add supply to the marketplace and therefore temper inflationary pricing. The townhome option is a lower price-point than a traditional single-family home, and the patio home option will be particularly attractive to the senior lifestyle.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

AVAILABLE WAREHOUSING/R&D/LIGHT INDUSTRIAL LAND (SHOVEL READY) AND VACANT AVAILABLE SPACE

	ADDRESS	DESCRIPTION
1.	Crosspoint Business Park Millersport at N. French, Amherst	4 Sites Available (28 acres) (Uniland)
2.	2425 Wehrle Drive, Amherst	16.5 Acres; Research District Land (Acquest Development)
3.	10900 Transit Road/Millersport, Amherst	93+/- Acres Light Industrial and Research District (Acquest Development)
4.	455 Commerce Drive, Amherst	Flex Space Available up to 12,583sf 20,000 sf Light Industrial/Office with land for expansion
5.	500 Creekside Drive, Amherst	30,000 sf Light Industrial/Office with land for expansion
6.	Eastport Commerce Park, Lancaster (Walden Avenue @ Pavement Road)	120 Acre Commerce Park Available (a 10-acre site just sold) (Uniland)

As illustrated by the above listings, there is considerable availability of shovel-ready R&D/light industrial/warehouse land and space in the competitive marketplace. Many of these listed sites have been available for 5-10 years, or more.

The vacant sites available for sale offer superior flexibility of size and shape as compared to the limited capabilities of the subject site as a result of the existence of wetlands. In addition, many of these comparable sites have been available on the market for multiple years, indicating limited demand and a very long absorption period for the subject.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2024-02

PETITIONER

SBLC Development Corp.
c/o Sean Hopkins, Esq.
5500 Main Street, Suite 343
Williamsville, NY 14221

PROPERTY LOCATION

1790, 1860 & 1920 North French Road
and 999 Campbell Boulevard (portion)

NOV 26 2024 PM3:1

WHEREAS the Town of Amherst Planning Board on Thursday, November 21, 2024 held a public hearing on the proposed amendment to the Bicentennial Comprehensive Plan, and

WHEREAS the Planning Board has reviewed the Town of Amherst Bicentennial Comprehensive Plan, and

WHEREAS the Planning Board has reviewed plans and other materials regarding the proposal, and

WHEREAS the materials and plans have been referred to the Town's various review agencies, and

WHEREAS the Planning Board finds that:

A. The proposed request is generally inconsistent with the Zoning Ordinance and is inconsistent with the following goals, objectives, recommendations and sections of the Comprehensive Plan:

- The Comprehensive Plan encourages redevelopment and infill development within existing residential neighborhoods and commercial areas as opposed to extending suburban development on to open lands in northern Amherst.
- Chapter 3, Land Use and Development; identifies much of this area as Recreation, Open Space & Greenways and areas to the east as Industrial-Office.
- The Conceptual Land Use Plan (Figure 6), illustrates the future direction and land use as Industrial-Office for a portion of the area. As stated in Section 3.3.4 of the Plan, the desirable site characteristics for the location of industrial-office uses are: 1) access to major transportation routes; 2) away from residential neighborhoods; and 3) on large tracts of land that can be buffered from surrounding areas. While the proposed concept offers a range of housing choices in a suburban/rural setting, the subject land location expends a limited land resource for a future use that is currently in high demand.
- The I-990 is an interstate expressway and North French Road is a minor arterial roadway at this location. The proposed site is ideally located for warehousing distribution and/or research and development uses with excellent accessibility to these roads and North French Road with direct connections, Millersport Highway (a major arterial) and Campbell Boulevard. This location is ideal for higher volume, higher speed trips that serve intercommunity and interregional trade daily.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2024-02

PETITIONER

SBLC Development Corp.

PROPERTY LOCATION

1790, 1860 & 1920 North French Road
& 999 Campbell Blvd. (portion)

NOV 26 2024 PM3:11

- The proposed project increases potential for impacts of development on sensitive lands
- This proposed development at this location does not fulfill the objectives or goals of the Housing and Neighborhoods section of the Plan or promote housing affordability as stated in Section 8.3 of the Plan.

B. The subject property is suitable for uses permitted by the current versus the proposed land use designation.

C. The proposed change does not improve the balance of land uses, and does not meet a specific demand in the Town.

D. The Town's Strategic Economic Development Plan prepared by RKG consultants indicates a regional demand for warehousing space due to high volume ecommerce spending and identified this area as an ideal location for sidewalks due to the site's access to I-990 and it offers a viable development opportunity for warehouse/distribution facilities.

E. The land surrounding the subject request is comprised of transportation facilities, industrial uses and natural beneficial features which are less compatible with the largely residential development.

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with New York State Town Law §272-a Subsection 4, that the request to amend the Bicentennial Comprehensive Plan be **denied for the above stated reasons.**

The foregoing resolution was adopted by the Town of Amherst Planning Board, November 21, 2024; moved by Penberthy; seconded by Gill; ayes 4; noes 2 (Chmiel, Kahn), absent 1 (Giuliani).

Michael J. Chmiel, Planning Board Chair

11/26/24
Date

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2024-02

PETITIONER

SBLC Development Corp.

PROPERTY LOCATION

1790, 1860 & 1920 North French Road
and 999 Campbell Boulevard (portion)

NOV 26 2024 PM3:

SM/ac
X:\Current_Planning\Files\Bicentennial Comp Plan Amends\2024\BCPA-2024-02_(1790_1860_1920_N_French_&_999_Campbell_Blvd)_2024\BCPA-2024-02_resolution_112124.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
ECDEP
ECDPW
NYSDOT
NYSDEC
ACAC
Traffic/Safety Coordinator
Anthony Pandolfe, Carmina Wood Design, 487 Main Street #500, Buffalo, NY 14203
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Fred Cimato, Cimato & Sons, 9920 Transit Rd., E. Amherst, NY 14051
Elliot Lasky, PO Box 1454, Williamsville, NY 14221

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

BCPA Application &
Supporting Documentation
Date: August 19, 2024

TOWN OF AMHERST PLANNING DEPARTMENT

Request for Bicentennial Comprehensive Plan Amendment

For Official Use

File #: BCPA-2024-02 **Acreage** 62.07 **Fee $** 15.00

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department 8/19/2024 ACCEPTED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

		Fill In Applicable Fees
COMPREHENSIVE PLAN AMMENDMENT	**$0***	_____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15**	$15.00

Fee schedule subject to change by future Town Board action

TOTAL FEE: $15.00

TO BE COMPLETED BY APPLICANT

Petitioner:

Name: SBLC Development Corporation c/o Sean Hopkins, Esq.

Address: 5500 Main Street, Suite 343

Williamsville, NY 14221
City State Zip Code\

Phone: 716.510-4338 Fax _____

Email: shopkins@hsmlegal.com

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Owner of Land (if different than above):

Name: 1. Anthony Cimato - 1790 North French Road [SBL No. 27.04-1-12]; 2. North Forest Development Corp. - 1920 North French Road [SBL No. 27.04-1-20]; 3. SBLC Development Corp. - Portion of 999 Campbell Boulevard [SBL No. 27.00-2-29; and 4. ~~1860 North French Road Road [SBL No. 27.04-1-16.1] - SBLC Development Corp.~~]

Address: _____

City State Zip Code

Phone: 716.510-4338 Fax _____

E Mail: shopkins@hsmlegal.com

Representative (Architect, Engineer, Landscape Architect, Surveyor or Attorney):

Name: _____

Address: _____

_____

City State Zip Code

Phone: _____ Fax _____

E Mail: _____

Petitioner's interest in property

- ☐ Option to purchase
- ☒ Owner
- ☒ Other (explain) The parcels at 1790 and 1920 North French Road are owned by related entities. The parcels will be merged into a single parcel owned by SBLC Development Corp.

The following are all others having an interest in this application and join herein with the petitioner named above: (describe extent of interest; attach sheets as needed)

Not Applicable

Street address(es) of land subject to Bicentennial Comprehensive Plan Amendment:

1790 North French Road, 1920 North French Road and Portion of 999 Campbell Boulevard & Portion of 1860 North French Road [SBL: 27.04-1-16.1]

SBL #(s): SBL No. 27.04-1-12, 2. SBL No. 27.04-1-20; and SBL No. 27.00-2-29

INFORMATION ON REQUEST

1. **The undersigned hereby requests the Honorable Town Board to amend the following text sections of the Bicentennial Comprehensive Plan:**

   Section(s) #/page(s): No tapplicable.

Note: If the requested amendment does not involve a map change, skip #2 and #3.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

2. **The undersigned hereby requests the Honorable Town Board to amend the Conceptual Land Use Map (Figure 6) and/or Commercial and Mixed-Use Designations (Figure 6A) as follows:**

FROM:	TO:
☐ Rural Residential	☐ Rural Residential
☐ Single Family Residential	☐ Single Family Residential
☐ Mixed Residential	☐ Mixed Residential
☐ Medium Residential	■ Medium Residential
☐ Commercial/ Mixed Use*	☐ Commercial/ Mixed Use*
☐ Special Use Center	☐ Special Use Center
☐ Commercial-Office	☐ Commercial-Office
☐ Industrial-Office	☐ Industrial-Office
☐ Community Facilities	☐ Community Facilities
☐ Educational Campus	☐ Educational Campus
■ Recreation, Open Space, & Greenways	☐ Recreation, Open Space, & Greenways
☐ Agriculture	☐ Agriculture
☐ Transportation	☐ Transportation
*Additional Designations in Figure 6-A:	*Additional Designations in Figure 6A:
☐ Suburban Center	☐ Suburban Center
☐ Suburban Corridor	☐ Suburban Corridor
☐ Traditional Areas	☐ Traditional Areas

3. **Other Bicentennial Comprehensive Plan Map Amendments (if applicable):**

Figure # or Name: Figure 6

4. **Information on prospective action (*to be provided in separate attachment*):**

A. Description of any prospective action: [See Exhibit "4"]

B. Rationale for request of amendment: [See Exhibit "5"]

1. How will the requested amendment to the Bicentennial Comprehensive Plan consistent with *Section 2.2 (Vison Statement)*?
2. How will the requested amendment to the Bicentennial Comprehensive Plan consistent with *Section 2.3 (Key Initiatives)*?

C. How is the requested amendment align with the defined policies in Sections; [See Exhibit "6"]

1. *3.0 Land Use and Development?*
2. *4.0 Natural and Cultural Resources?*
3. *5.0 Economic Development?*
4. *6.0 Transportation?*
5. *7.0 Infrastructure?*
6. *8.0 Housing & Neighborhoods?*
7. *9.0 Community Facilities & Services?*

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

SECTION 809 CERTIFICATION

The undersigned certifies that all information required to be disclosed pursuant to Section 809 of the General Municipal Law (see below) is as follows:

The undersigned swears or affirms that all statements made herein are true, that all drawings submitted correctly show the situation involved in this petition.

Signature of Petitioner

Subscribed and sworn to before me this 19th *day of* August, 2024

Notary Public, Erie County, New York

MARIANNE BRAUTLACHT
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 01/14/2026

N.Y.S. General Municipal Law - Section 809 Disclosure in certain applications:

1. Every application, petition or request submitted for a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provision of any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state office or any office or employee of such municipality or of a municipality of which such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.

2. For the purpose of this section an officer or employee shall be deemed to have an interest in the applicant when he, his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them

   (a) is the applicant, or
   (b) is an officer, director, partner or employee of the applicant, or
   (c) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
   (d) is a party to an agreement with such an applicant, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such applicant, petition or request.

3. In the county of Nassau the provisions of subdivisions one and two of this section shall also apply to a party officer. "Party Officer" shall mean any person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision four or section two of the election law.

4. Ownership of less than five per cent of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.

5. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

Town of Amherst Planning Department 5583 Main Street Williamsville New York 14221
(716) 631-7051; Fax: (716) 631-7153; Web: www.amherst.ny.us

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Exhibit 1- List of Parcels and Ownership Information

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

EXHIBIT 1 OF BCPA APPLICATION

1. 1790 North French Road [SBL No. 27.04-1-12] – Owner: Anthony Cimato
2. 1860 North French Road [SBL No. 27.04-1-16.1] – Owner: SBLC Development Corp.
3. 1920 North French Road [SBL No. 27.04-1-20] – Owner: North Forest Development Corp.
4. Portion of 999 Campbell Boulevard [SBL No. 27.00-2-29] – Owner: SBLC Development Corp.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Exhibit 2 - Part 1 of Full Environmental Assessment Form with Attachments "A" to "C"

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Part 1 of the Full Environmental Assessment Form - Date: August 19, 2024

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: SBLC Mixed-Use Project		
Project Location (describe, and attach a general location map): 1790, 1860 and 1920 North French Road and portion of 999 Campbell Boulevard - Town of Amherst - Erie County		
Brief Description of Proposed Action (include purpose or need): The proposed redevelopment project ("action") consists of a mixed-use project to be located at 1790, 1860 and 1920 North French Road and the eastern portion 999 Campbell Boulevard (collectively the "Project Site") consisting of the following: 1. 57 town home units with attached garages; 2. 36 lots for detached single-family homes and 3. 32 multifamily units; and 4. All related site improvements including roadways, storm water management, landscaping, lighting, utility improvements and connections. The proposed action has been defined broadly to include all required discretionary approvals and permits needed from governmental agencies. The proposed project is a Type I action pursuant to SEQRA. The project has been designed based on existing site constraints and will not result in any potentially significant adverse environmental impacts.		
Name of Applicant/Sponsor: SBLC Development Corp. c/o Sean Hopkins, Esq.	Telephone: 716.510-4338 E-Mail: shopkins@hsmlegal.com	
Address: 5500 Main Street, Suite 343		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): See Attachment "A"	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town Board - Comp. Plan Amendment and Rezoning	August 19, 2024
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Town of Amherst Planning Board - Site Plan and Subdivision Approval	To be Determined
c. City, Town or Village Zoning Board of Appeals ☑Yes ☐No	Town of Amherst ZBA - Area Variances	To be Determined
d. Other local agencies ☑Yes ☐No	Town of Amherst Engineering (DSCA); Amherst IDA (PILOT) and Building Dept (Floodplain Permit)	To be Determined
e. County agencies ☑Yes ☐No	ECWA (back flow), ECDOH (DSCA)	To be Determined
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDEC - Wetland Permit and DSCA, NYSDOT (curb cut)	To be Determined
h. Federal agencies ☑Yes ☐No	USACE - Wetland Permit	To be Determined

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes ☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes ☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

C. Planning and Zoning [Note: The Town has an approved Local Waterfront Revitalization Program. EAF Mapper checked the response to Question Bi(ii) as No.]

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes ☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes ☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes ☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes ☐No

If Yes, identify the plan(s):
NYS Heritage Areas:West Erie Canal Corridor

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes ☑No

If Yes, identify the plan(s):

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Suburban Agriculture District ("SA")

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? R-3 and MFR-5

C.4. Existing community services.

a. In what school district is the project site located? Williamsville Central School District

b. What police or other public protection forces serve the project site?
Town of Amherst Police Department

c. Which fire protection and emergency medical services serve the project site?
Volunteer Fire Department

d. What parks serve the project site?
Various Town Parks

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential

b. a. Total acreage of the site of the proposed action? 62.03 acres
b. Total acreage to be physically disturbed? 28.32 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 62.03 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☑ Yes ☐ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
Residential
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? 36
iv. Minimum and maximum proposed lot sizes? Minimum 8,470 sf Maximum 18,290 sf

e. Will the proposed action be constructed in multiple phases? ☑ Yes ☐ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated 4
- Anticipated commencement date of phase 1 (including demolition) 3 month 25 year
- Anticipated completion date of final phase 12 month 28 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

f. Does the project include new residential uses? ☑ Yes ☐ No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	36			89
At completion of all phases	36			89

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☑ No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☑ Yes ☐ No

If Yes,

i. Purpose of the impoundment: Stormwater retention

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☑ Other specify: Stormwater runoff

iii. If other than water, identify the type of impounded contained liquids and their source. Not applicable

iv. Approximate size of the proposed impoundment. Volume: TBD million gallons; surface area: 5.4 acres

v. Dimensions of the proposed dam or impounding structure: TBD height; TBD length

vi. Construction method materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): Earth fill

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☐ No

If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

_____

_____

iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No

If yes, describe. _____

_____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐ Yes ☐ No

ix. Summarize site reclamation goals and plan: _____

_____

_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☑ Yes ☐ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Impacts to NYSDEC Freshwater Wetland TE-18 of 0.27 acres and impacts to 100 ft. Adjacent Area of 2.89 acres and 0.9 acres of impacts to federal wetlands as depicted on the Concept Site Plan [Drawing C-100].

[A copy of the Wetland Delineation Verification Letter issued by Charles P. Rosenburg of the NYS Dept. of Environmental Conservation on January 22, 2022 is provided at Attachment "B". A copy of the Jurisdictional Determination issued by the U.S. Army Corps of Engineers for 1920 North French Road dated March 14, 2023 is provided at Attachment "C".]

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
Encroachment into wetlands and regulated 100 ft. adjacent area as depicted on the attached Concept Site Plan [Drawing C-100] for roadways, stormwater management facilities and residential uses.

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No
If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No
If Yes:

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

c. Will the proposed action use, or create a new demand for water? ☑Yes ☐No
If Yes:

i. Total anticipated water usage/demand per day: 34,420 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐Yes ☐No
If Yes:

- Name of district or service area: Erie County Water Authority
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☑Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☐No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project:
- Source(s) of supply for the district:

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☐No
If, Yes:

- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- Proposed source(s) of supply for new district:

v. If a public water supply will not be used, describe plans to provide water supply for the project:

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes ☐No
If Yes:

i. Total anticipated liquid waste generation per day: 34,420 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):
sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑Yes ☐No
If Yes:

- Name of wastewater treatment plant to be used: Town of Amherst WWTP
- Name of district: Town of Amherst Consolidated Sanitary Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

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- Do existing sewer lines serve the project site? ☑Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☑No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☐No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☑Yes ☐No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 12.1 acres (impervious surface)

_____ Square feet or 62.03 acres (parcel size)

ii. Describe types of new point sources. New point sources include storm sewers, swales and curbing.

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Stormwater runoff will be directed to on-site retention ponds.

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☑No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☐No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☐No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☐No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☐No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? [An updated Traffic Impact Report is being prepared by Passero Associates. ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend
☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☑Yes ☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
Typical of commercial retail demand

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
Local utility company

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☑No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7 a.m. - 5 p.m.
- Saturday: 7 a.m. - 5 p.m. [as needed]
- Sunday: N/A
- Holidays: N/A

ii. During Operations:

- Monday - Friday: N/A
- Saturday: N/A
- Sunday: N/A
- Holidays: N/A

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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

Operation of constitution equipment may produce noise exceeding ambient levels. This is a temporary and unavoidable impact.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe: _____

n. Will the proposed action have outdoor lighting? ☐ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Dark sky compliant light poles, mounted at 15-ft will be spaced throughout the sight to provide even light distribution.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☐ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☐ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☐ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☐ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

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s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☑ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

There are an assortment of uses including commercial uses and residential uses..

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.0	12.1	+12.1
• Forested	8.9	5.8	-3.1
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	45.6	25.8	-19.8
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.0	5.4	+5.4
• Wetlands (freshwater or tidal)	7.5	7.5	0.0
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: Greenspace and Landscaping		6.4	6.4

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c. Is the project site presently used by members of the community for public recreation? ☐Yes ☐No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes ☐No
If Yes,
i. Identify Facilities:
_____
_____

e. Does the project site contain an existing dam? ☐Yes ☐No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:
_____
_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☐No
If Yes:
i. Has the facility been formally closed? ☐Yes ☐ No
- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:
_____
_____

iii. Describe any development constraints due to the prior solid waste activities: _____
_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☐No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:
_____
_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☐ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No
☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____
_____
_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No
If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
_____
_____

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v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >6 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Getzville Silt loam	20 %
Swormville clay loam	52 %
Wayland soils complex	28 %

d. What is the average depth to the water table on the project site? Average: >6 feet

e. Drainage status of project site soils:

☐ Well Drained:	% of site
☐ Moderately Well Drained:	% of site
☑ Poorly Drained	100 % of site

f. Approximate proportion of proposed action site with slopes:

☑ 0-10%:	100 % of site
☐ 10-15%:	% of site
☐ 15% or greater:	% of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑ Yes ☐ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 837-44 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, NYS Wetland, Federal Waters, Fe... Approximate Size NYS Wetland (in a...
- Wetland No. (if regulated by DEC) TE-18, TE-19

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☑ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☑ No

j. Is the project site in the 100-year Floodplain? ☑ Yes ☐ No

k. Is the project site in the 500-year Floodplain? ☑ Yes ☐ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☑ No
If Yes:

i. Name of aquifer: _____

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m. Identify the predominant wildlife species that occupy or use the project site:
Typical suburban species

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No
If Yes:
i. Species and listing (endangered or threatened):

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No
If Yes:
i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☐No
If yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☐No
i. If Yes: acreage(s) on project site?
ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

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e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☑ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name SBLC Development Corp. Date August 19, 2024

Signature Sean Hopkins Title Counsel for Project Sponsor

PRINT FORM

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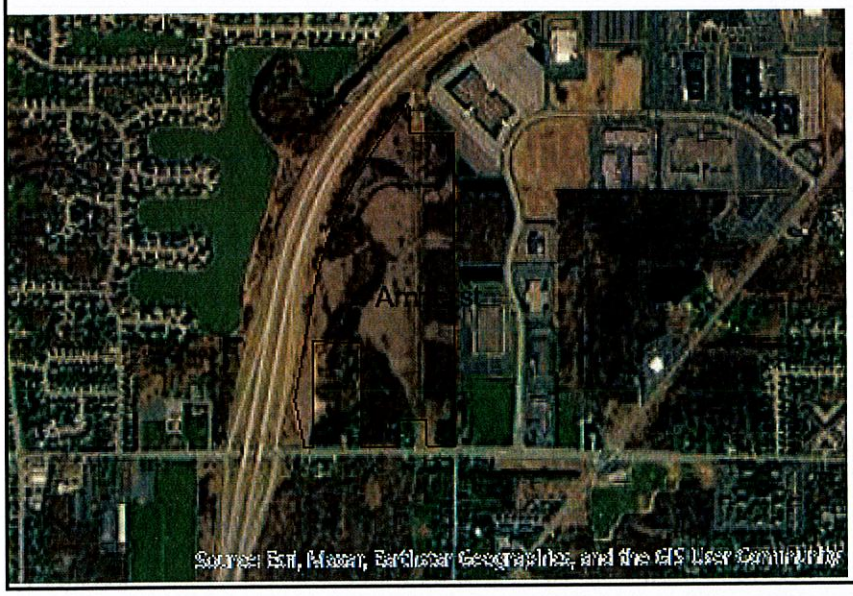
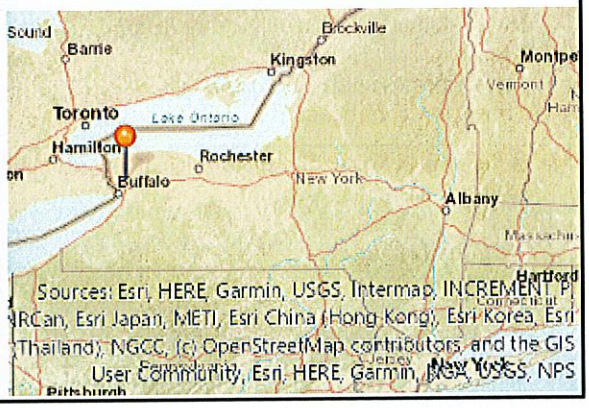
EAF Mapper Summary Report

Tuesday, March 12, 2024 3:51 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	837-44
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters, NYS Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):103.0, NYS Wetland (in acres):38.7
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	TE-18, TE-19

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Attachment A of Part 1 of Full EAF - List of Parcels Comprising the Project Site

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

TOWN OF AMHERST
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM
-- ADDENDUM --

1. For each applicable category of proposed new structures, including additions to existing structures, provide the following information for all soil types on the project site (*according to Soil Survey of Erie County, NY; Table 11, Building Site Development, pp 294-305):*

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Getzville silt loam	X	X	X	X	X
Swormville clay loam	X	X	X	X	X
Wayland soils complex	X	X	X	X	X

2. Is your property located: On Youngs Road between Dodge and Klein Roads? ☐ Yes ☒ No
On Wehrle Dr. between Spindrift Dr. and Oakwood Rd? ☐ Yes ☒ No

If so, the property may be within an area of the Town that is affected by a moratorium on connections to the sanitary sewer system.

3. Are there alternative locations on the site for this project? ☐ Yes ☒ No

4. Location and size of real property owned by petitioner within one (1) mile of subject proposal:

5. Are you aware of current or future plans or intentions by others in the Town of Amherst to develop property within 1000± ft. of the present project request: ☐ Yes ☒ No

Describe

(Potential environmental impacts from adjacent or nearby projects undergoing the approval process will receive a coordinated environmental review to determine cumulative effects on common receivers (e.g. traffic and drainage corridors) and other relevant environmental concerns.)

6. Maximum number of vehicular trips to be generated per peak hour upon completion of project 131
Source:

7. Will blasting occur during construction? ☐ Yes ☒ No

8. Does the project propose to connect and be tributary to the public sanitary sewer system? ☒ Yes ☐ No

9. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:
34,420 average flow 137,680 peak flow.

(Average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

10. Based on the Town's *2011 Reconnaissance Level Survey of Historic Resources*, is your property 'blue-rated' for historic significance? ☐ Yes ☒ No

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

ATTACHMENT "A" OF PART 1 OF FULL ENVIRONMENTAL ASSESSMENT FORM – LIST OF PARCELS COMPRISING THE PROJECT SITE AND OWNERSHIP INFORMATION

1. 1790 North French Road [SBL No. 27.04-1-12] – Owner: Anthony Cimato
2. 1860 North French Road [SBL No. 27.04-1-16.1] – Owner: SBLC Development Corp.
3. 1920 North French Road [SBL No. 27.04-1-20] – Owner: North Forest Development Corp.
4. Portion of 999 Campbell Boulevard [SBL No. 27.00-2-29] – Owner: SBLC Development Corp.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Attachment B of Part 1 of Full EAF - Wetland Delineation Verification Letter issued by Charles P. Rosenburg of the NYS Dept. of Environmental Conservation on January 22, 2022

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Fish and Wildlife, Region 9
700 Delaware Avenue, Buffalo, NY 14209
P: (716) 851-7010 | F: (716) 851-7005
www.dec.ny.gov

January 22, 2024

Fred Cimato
Cimato Enterprises
9220 Transit Road
East Amherst, New York 14051

Dear Fred Cimato:

Wetland TE-18 Delineation Verification
SBLC Property
Town of Amherst, Erie County

This letter serves as notification that I verified the wetland delineation performed by Earth Dimensions, Inc. (EDI) of Freshwater Wetland TE-18 within the SBLC property (1790 & 1860 North French Road, 999 Campbell Blvd; Parcels 27.00-2-29; 27.04-1-16.1; & 27.04-1-12) in the Town of Amherst, Erie County. I field inspected EDI's delineated wetland boundaries on July 26, 2023. I verified a portion of EDI-delineated wetland W2, from delineation flags W2-1 to W2-40 and W2-99 to W2-143, is part of State-jurisdictional Freshwater Wetland TE-18 and that the location of this wetland is accurately depicted in EDI's delineation map (Figure 6, enclosed here) of their April 20, 2023 wetland delineation report. A 100-foot wide regulated adjacent area surrounds Wetland TE-18.

My field inspection also determined the following areas are not part of Wetland TE-18 since they are located greater than 50 meters from the field-delineated boundary of wetland W2/Wetland TE-18: the remaining portion of EDI-delineated wetland W2 (north of delineation flags W2-40 and W2-99), EDI-delineated wetlands W1 and W3, and wetlands observed within the adjoining 1920 North French Road parcel.

Please note that Wetland TE-19 is no longer a State-regulated freshwater wetland following a November 2016 field inspection that determined the total area of its associated wetlands is less than the 12.4-acre size threshold for state wetlands jurisdiction and the wetlands do not qualify for state wetlands jurisdiction under the NYSDEC's "unusual local importance" designation.

Please be aware that wetland boundaries may change over time and this letter does not fix wetland boundaries indefinitely. If you would like to document the precise boundaries of the wetlands that comprise Wetland TE-18 relative to the property boundaries, it is your responsibility to have the wetland boundaries surveyed. If you choose to complete a survey, the wetland boundary survey map should be submitted to me for verification. A copy of this Department's *Requirements for Wetland Survey and Mapping* is enclosed. Please note that a surveyed wetland boundary that has been verified by this Department will be considered valid for five years.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

In 1975, the New York State Legislature passed the Freshwater Wetlands Act to preserve and protect wetlands and their functions, such as flood protection and fish and wildlife habitat. The New York State Department of Environmental Conservation is required to map all wetlands protected by this law, and to make those maps available for inspection in all local government clerks' offices. Certain activities within the wetland or its regulated 100-foot adjacent area require a permit from this Department, including but not limited to filling, clearing vegetation, draining, and construction. Contact our Division of Environmental Permits Office for information about permit requirements at:

New York State Department of Environmental Conservation
Division of Environmental Permits
700 Delaware Avenue
Buffalo, New York 14209
Telephone: (716) 851-7165

Finally, please be advised that the U.S. Army Corps of Engineers may also have wetland and stream jurisdiction irrespective of the Department of Environmental Conservation. For more information, you may contact the Corps at:

United States Army Corps of Engineers Regulatory Branch
478 Main Street
Buffalo, New York 14202
Telephone: (716) 879-4330

If you have any questions about this wetland delineation verification, feel free to contact me in the Buffalo office at (716) 851-7024 or Charles.Rosenburg@dec.ny.gov.

Sincerely,

Charles P. Rosenburg

Charles P. Rosenburg
Region 9 BEH Habitat Protection Manager

CPR:ck

Encl: Earth Dimensions Wetland Delineation Map (Figure 6)
Requirements for Wetland Survey and Mapping

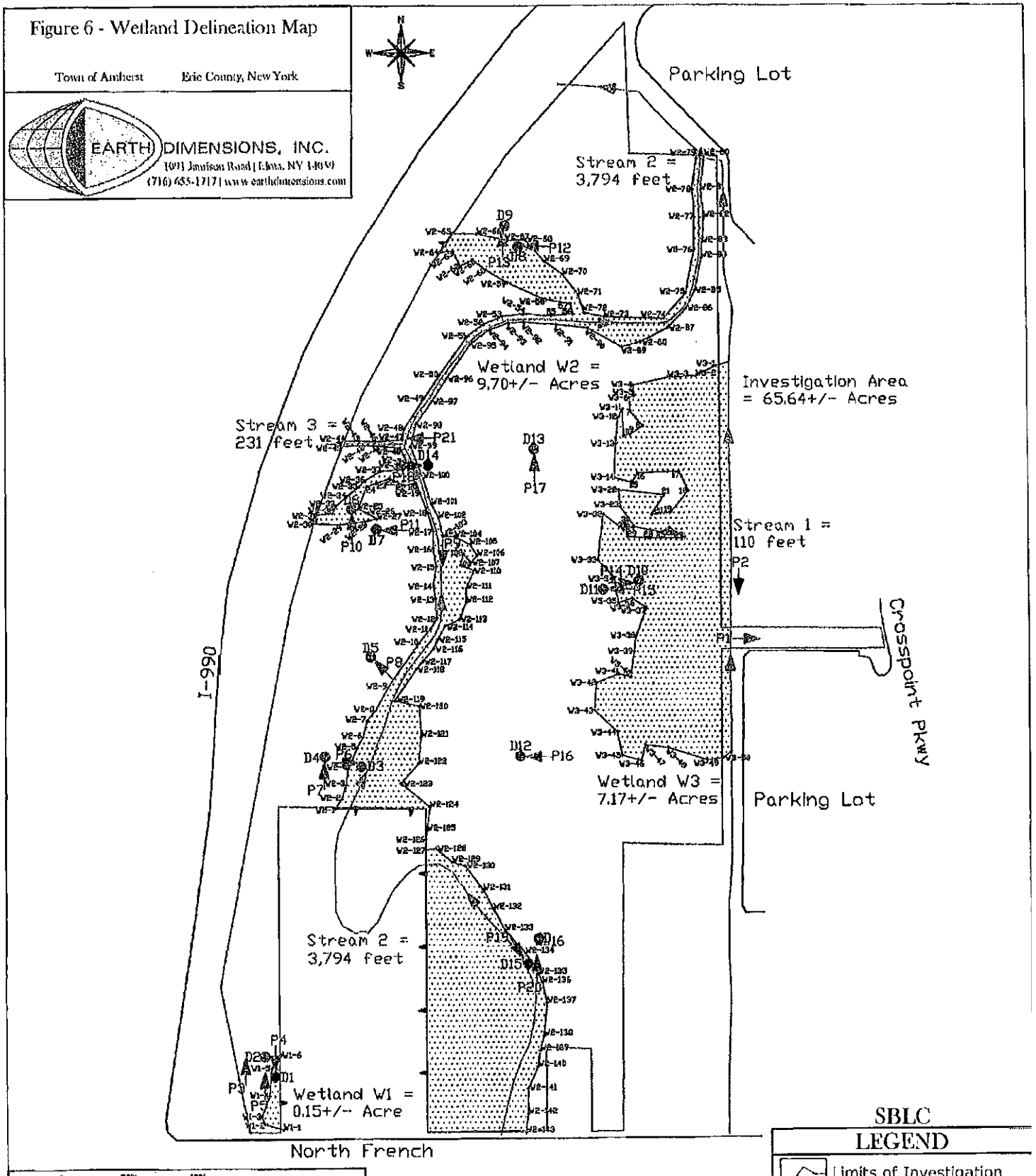
cc: Tom Somerville, Earth Dimensions, Inc.
Wetland TE-18 file

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Figure 6 - Wetland Delineation Map

Town of Amherst Erie County, New York

EARTH DIMENSIONS, INC.
1091 Jamison Road | Elma, NY 14059
(716) 655-1717 | www.earthdimensions.com



SBLC

LEGEND

- Limits of Investigation
- Streams
- W1-1 Wetland Boundary Flag
- Wetland Area
- P1 Photo Location
- D1 Data Point Location

Scale: 0 200' 400'
Map Date: April 13, 2023/ TJS for EDI Revised:
Base Map Provided By: Trimble Geo 7X
File Name: Delineation Map.dwg
EDI Project Code: W23E07a

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Attachment C of Part 1 of Full EAF - Jurisdictional Determination issued by the U.S. Army Corps of Engineers for 1920 North French Road dated March 14, 2023

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT
478 MAIN STREET
BUFFALO, NY 14202-3278

March 14, 2024

Regulatory Branch

SUBJECT: Approved Jurisdictional Determination for Department of the Army Processing No. LRB-2023-00911

Elliot Lasky
PO Box 1454
Williamsville, New York 14231
Email: elasky@forbesdevcorp.com

Dear Mr. Lasky:

I have reviewed the approved jurisdictional determination (JD) request submitted by Earth Dimensions, Inc. for an for the approximate 5.71-acre review area located north and adjacent to North French Road, in the Town of Amherst, Erie County, New York (latitude 43.0351 N, and longitude -78.7532 W), as shown on sheets 1-2 of 2.

I have determined that the review area as depicted on attached Sheets 1-2 of 2 is comprised entirely of dry land and contains no potential aquatic resources regulated under Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act of 1899. Therefore, a Department of Army permit is not required for any activities occurring within the review area.

Enclosed is an approved JD. This approved JD will remain valid for a period of five (5) years from the date of this correspondence unless new information warrants revision of the approved JD before the expiration date. At the end of this period, a new aquatic resource delineation will be required to support any request for a new JD.

Further, the delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular review area identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Regulatory Branch

SUBJECT: Approved Jurisdictional Determination for Department of the Army Processing No. LRB-2023-00911

Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal the above JD, you must submit a completed RFA form within 60 days of the date on this letter to the Great Lakes/Ohio River Division Office at the following address:

Katherine McCafferty
Regulatory Appeals Officer
US Army Corps of Engineers
Great Lakes and Ohio River Division
550 Main Street, Room 10780
Cincinnati, Ohio 45202-3222
Phone: 513-684-2699 Fax: 513-684-2460
e-mail: katherine.a.mccafferty@usace.army.mil

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete; that it meets the criteria for appeal under 33 C.F.R. part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by **May 12, 2024**.

It is not necessary to submit an RFA to the Division office if you do not object to the determination in this letter.

A copy of this letter has been sent to Earth Dimensions, Inc.

Questions pertaining to this matter should be directed to me at (716) 879-4240, by writing to the following address: U.S. Army Corps of Engineers, 478 Main Street, Buffalo, New York 14202, or by e-mail at: Shaina.R.Souder@usace.army.mil

Sincerely,

Shaina R Souder

Shaina Souder
Biologist

Enclosures

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT
478 MAIN STREET
BUFFALO, NEW YORK 14202-3278

CELRB-TD-R

14 March 2024

MEMORANDUM FOR RECORD

SUBJECT: US Army Corps of Engineers (Corps) Approved Jurisdictional Determination in accordance with the "Revised Definition of 'Waters of the United States'"; (88 FR 3004 (January 18, 2023) as amended by the "Revised Definition of 'Waters of the United States'; Conforming" (8 September 2023) ,[1] *LRB-2023-00911 [MFR 1 of 1]*[2]

BACKGROUND. An Approved Jurisdictional Determination (AJD) is a Corps document stating the presence or absence of waters of the United States on a parcel or a written statement and map identifying the limits of waters of the United States on a parcel. AJDs are clearly designated appealable actions and will include a basis of JD with the document.[3] AJDs are case-specific and are typically made in response to a request. AJDs are valid for a period of five years unless new information warrants revision of the determination before the expiration date or a District Engineer has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.[4]

On January 18, 2023, the Environmental Protection Agency (EPA) and the Department of the Army ("the agencies") published the "Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule"). On September 8, 2023, the agencies published the "Revised Definition of 'Waters of the United States'; Conforming", which amended the 2023 Rule to conform to the 2023 Supreme Court decision in *Sackett v. EPA*, 598 U.S., 143 S. Ct. 1322 (2023) ("*Sackett*").

This Memorandum for Record (MFR) constitutes the basis of jurisdiction for a Corps AJD as defined in 33 CFR §331.2. For the purposes of this AJD, we have relied on Section 10 of the Rivers and Harbors Act of 1899 (RHA),[5] the 2023 Rule as amended,

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[1] While the Revised Definition of "Waters of the United States"; Conforming had no effect on some categories of waters covered under the CWA, and no effect on any waters covered under RHA, all categories are included in this Memorandum for Record for efficiency.
[2] When documenting aquatic resources within the review area that are jurisdictional under the Clean Water Act (CWA), use an additional MFR and group the aquatic resources on each MFR based on the TNW, the territorial seas, or interstate water that they are connected to. Be sure to provide an identifier to indicate when there are multiple MFRs associated with a single AJD request (i.e., number them 1, 2, 3, etc.).
[3] 33 CFR 331.2.
[4] Regulatory Guidance Letter 05-02.
[5] USACE has authority under both Section 9 and Section 10 of the Rivers and Harbors Act of 1899 but for convenience, in this MFR, jurisdiction under RHA will be referred to as Section 10.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

as well as other applicable guidance, relevant case law, and longstanding practice in evaluating jurisdiction.

1. SUMMARY OF CONCLUSIONS.

   a. The review area is comprised entirely of dry land (i.e., there are no waters such as streams, rivers, wetlands, lakes, ponds, tidal waters, ditches, and the like in the entire review area and there are no areas that have previously been determined to be jurisdictional under the Rivers and Harbors Act of 1899 in the review area).

   A review of the submitted delineation report, which included wetland data points, showed no evidence of wetland criteria (hydrology, hydrophytic vegetation, and hydric soils) being present, and no evidence of aquatic resources/waters within the 5.71-acre review area, as described in item 3 below and as shown on attached map sheets 1 and 2 of 2.

   During a September 18, 2023 site visit, the forested area was walked through from the north. Specifically, I checked the location of Data point 2, due to the mixed vegetation (hydrophytic and upland vegetation) recorded on the data form. The forested area consisted of Facultative and Facultative Wet vegetation with some upland species intermixed; the area seemed remnant or transitional of wetland but lacked hydrology throughout the site. The adjacent property to the west was walked the same day and similar forested and non-forested areas had evidence of hydrology (standing water, saturation, drainage patterns) and none of these things were observed on this site. The observations made during the site visit were consistent with the dry land reported in the submitted delineation report.

   An in-office resource review supports that there are no aquatic resources within the review area. The U.S. Geographical Survey topographic map does not show waters within the review area but does show wetland symbols north of the review area and a dotted, blue-line stream feature to the east of the review area starting at the northeast corner (outside the review area). The U.S. Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) web soil survey listed the following soils within the review area: Ge – Getzville silt loam with a hydric rating of 85 within the forested portion of the review area and Sw – Swormville clay loam with a hydric rating of 10 located in the maintained residential portion of the review area. The soils information supports that there is possibility of wetland conditions forming in these soils. The U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) maps do shows wetland in the forested area of the review area, labeled as PFO1Bd – [P] Palustrine [FO] Forested [1] Broad-leafed deciduous [B] Seasonally Saturated [d] partially drained/ditched and another water adjacent to the review area to the east consisting of a blue-line labeled R4SBC – [R] Riverine [SB] Streambed, [C]

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

seasonally flooded. A review of aerial imagery suggests some saturation some areas in the forested areas in the April 25,2020 oblique imagery. However, more recent aerial imagery (Google Earth dated November 2021, May 2022, and May 2023 do not show any saturation or evidence of hydrology.

The Antecedent Precipitation Tool (APT) was conducted for the aerial dates, USACE site visit date, and delineation date.

Latitude	*Longitude*	*Date*	*Date explanation*	*PDSI Value*	*PDSI Class*	*Season*	*Antecedent Precip Score*	*Antecedent Precip Condition*
43.0351	-78.7532	9/18/2023	Date of USACE site visit	1.47	Mild wetness	Wet Season	15	Wetter than Normal
43.0351	-78.7532	9/1/2020	Date of delineation	-1.32	Mild drought	Wet Season	9	Drier than Normal
43.0351	-78.7532	4/25/2020	Oblique Aerial (Connect Explorer)	-0.17	Normal	Wet Season	13	Normal Conditions
43.0351	-78.7532	5/8/2022	Google Earth aerial	2.04	Moderate wetness	Wet Season	11	Normal Conditions
43.0351	-78.7532	5/17/2023	Google Earth aerial	1.22	Mild wetness	Wet Season	15	Wetter than Normal
43.0351	-78.7532	11/23/2021	Google Earth aerial	3.6	Severe wetness	Wet Season	14	Normal Conditions

The APT indicates a period of minor drought on the date of the delineation, September 1, 2020. No wetland criteria were reported at any of the data points, not just hydrology. The APT report of drought conditions at the date of the site visit, which recorded no wetland conditions, indicates that the area is not wetland during normal conditions. The date of the USACE site visit was reported as wetter than normal conditions and hydrology indicators were not observed, supporting that hydrology is not typical within the review area even with wetter than normal conditions. The aerial/oblique imagery all reported normal conditions except for May 2023. No evidence of hydrology was observed in aerial/oblique

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imagery except for the April 25, 2020 oblique, which was reported as normal conditions during the wet season.

Based on a detailed review of the submitted delineation report, a detailed in-office resource analysis, and the observations made during the September 18, 2023 USACE site visit as described above, it has been determined that the 5.71-acre review area is completely comprised of dry land and does not contain any aquatic resources or waters of the United States.

2. REFERENCES.

   a. "Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule")

   b. "Revised Definition of 'Waters of the United States'; Conforming" 88 FR 61964 (September 8, 2023))

   c. *Sackett v. EPA*, 598 U.S. _, 143 S. Ct. 1322 (2023)

3. REVIEW AREA. *An approximately 5.71-acre review area with relatively flat topography, located north and adjacent to North French Road, in the town of Amherst, Erie County, New York. The northern portion of the review area is forested. The southern portion of the review area is a single-family residential home with maintained (mowed) lawn. (Latitude: 43.0351, Longitude: -78.7532) See map sheets 1 and 2 of 2.*

4. NEAREST TRADITIONAL NAVIGABLE WATER (TNW), THE TERRITORIAL SEAS, OR INTERSTATE WATER TO WHICH THE AQUATIC RESOURCE IS CONNECTED. *N/A.*

5. FLOWPATH FROM THE SUBJECT AQUATIC RESOURCES TO A TNW, THE TERRITORIAL SEAS, OR INTERSTATE WATER. *N/A.*

6. SECTION 10 JURISDICTIONAL WATERS[6]: Describe aquatic resources or other features within the review area determined to be jurisdictional in accordance with Section 10 of the Rivers and Harbors Act of 1899. Include the size of each aquatic

[6] 33 CFR 329.9(a) A waterbody which was navigable in its natural or improved state, or which was susceptible of reasonable improvement (as discussed in § 329.8(b) of this part) retains its character as "navigable in law" even though it is not presently used for commerce, or is presently incapable of such use because of changed conditions or the presence of obstructions.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

resource or other feature within the review area and how it was determined to be jurisdictional in accordance with Section 10.[7] *N/A.*

7. SECTION 404 JURISDICTIONAL WATERS: Describe the aquatic resources within the review area that were found to meet the definition of waters of the United States in accordance with the 2023 Rule as amended, consistent with the Supreme Court's decision in *Sackett*. List each aquatic resource separately, by name, consistent with the naming convention used in section 1, above. Include a rationale for each aquatic resource, supporting that the aquatic resource meets the relevant category of "waters of the United States" in the 2023 Rule as amended. The rationale should also include a written description of, or reference to a map in the administrative record that shows, the lateral limits of jurisdiction for each aquatic resource, including how that limit was determined, and incorporate relevant references used. Include the size of each aquatic resource in acres or linear feet and attach and reference related figures as needed.

   a. Traditional Navigable Waters (TNWs) (a)(1)(i): *N/A.*

   b. The Territorial Seas (a)(1)(ii): *N/A.*

   c. Interstate Waters (a)(1)(iii): *N/A.*

   d. Impoundments (a)(2): *N/A.*

   e. Tributaries (a)(3): *N/A.*

   f. Adjacent Wetlands (a)(4): *N/A.*

   g. Additional Waters (a)(5): *N/A.*

8. NON-JURISDICTIONAL AQUATIC RESOURCES AND FEATURES

   a. Describe aquatic resources and other features within the review area identified in the 2023 Rule as amended as not "waters of the United States" even where they otherwise meet the terms of paragraphs (a)(2) through (5). Include the type of excluded aquatic resource or feature, the size of the aquatic resource or feature

[7] This MFR is not to be used to make a report of findings to support a determination that the water is a navigable water of the United States. The district must follow the procedures outlined in 33 CFR part 329.14 to make a determination that water is a navigable water of the United States subject to Section 10 of the RHA.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

within the review area and describe how it was determined to meet one of the exclusions listed in 33 CFR 328.3(b).[8] *N/A.*

b. Describe aquatic resources and features within the review area that were determined to be non-jurisdictional because they do not meet one or more categories of waters of the United States under the 2023 Rule as amended (e.g., tributaries that are non-relatively permanent waters; non-tidal wetlands that do not have a continuous surface connection to a jurisdictional water).
N/A.

9. DATA SOURCES. List sources of data/information used in making determination. Include titles and dates of sources used and ensure that information referenced is available in the administrative record.

a. *Corps of Engineers' site visit: September 18, 2023. In-Office resource evaluation: September 15, 2023, October 2, 2023, and February 27, 2024.*

b. *Submitted Aquatic Resource Delineation Report: "Wetland Delineation Report, 1920 North French Road, Town of Amherst, NY," dated November 2, 2020 and includes data forms dated September 1, 2020; prepared for Elliot Lasky; Prepared by Davey Resource Group. Submitted to the USACE by Earth Dimensions, Inc on September 15, 2023.*

c. *U.S. Geological Survey Hydrologic Atlas: HA-730.*
_X_ USGS NHD data.
_X_ USGS 8 and 12 digit HUC maps.

d. *U.S. Geological Survey map(s). Cite scale & quad name: https://ngmdb.usgs.gov/topoview/viewer/ - USGS; Tonawanda East - NY; 2019 – and as provided in the submitted delineation report.*

e. *Natural Resources Conservation Service Soil Survey. Citation: https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx - Erie County, New York; accessed September 15, 2023 and as provided in the submitted delineation report.*

f. *National wetlands inventory map(s). Cite name: https://www.fws.gov/program/national-wetlandsinventory/wetlands-mapper, accessed on February 27, 2024 and as provided in the delineation report.*

[8] 88 FR 3004 (January 18, 2023)

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

g. *State/local wetland inventory map(s): New York State Department of Environmental Resource Mapper - https://gisservices.dec.ny.gov/gis/erm/.*

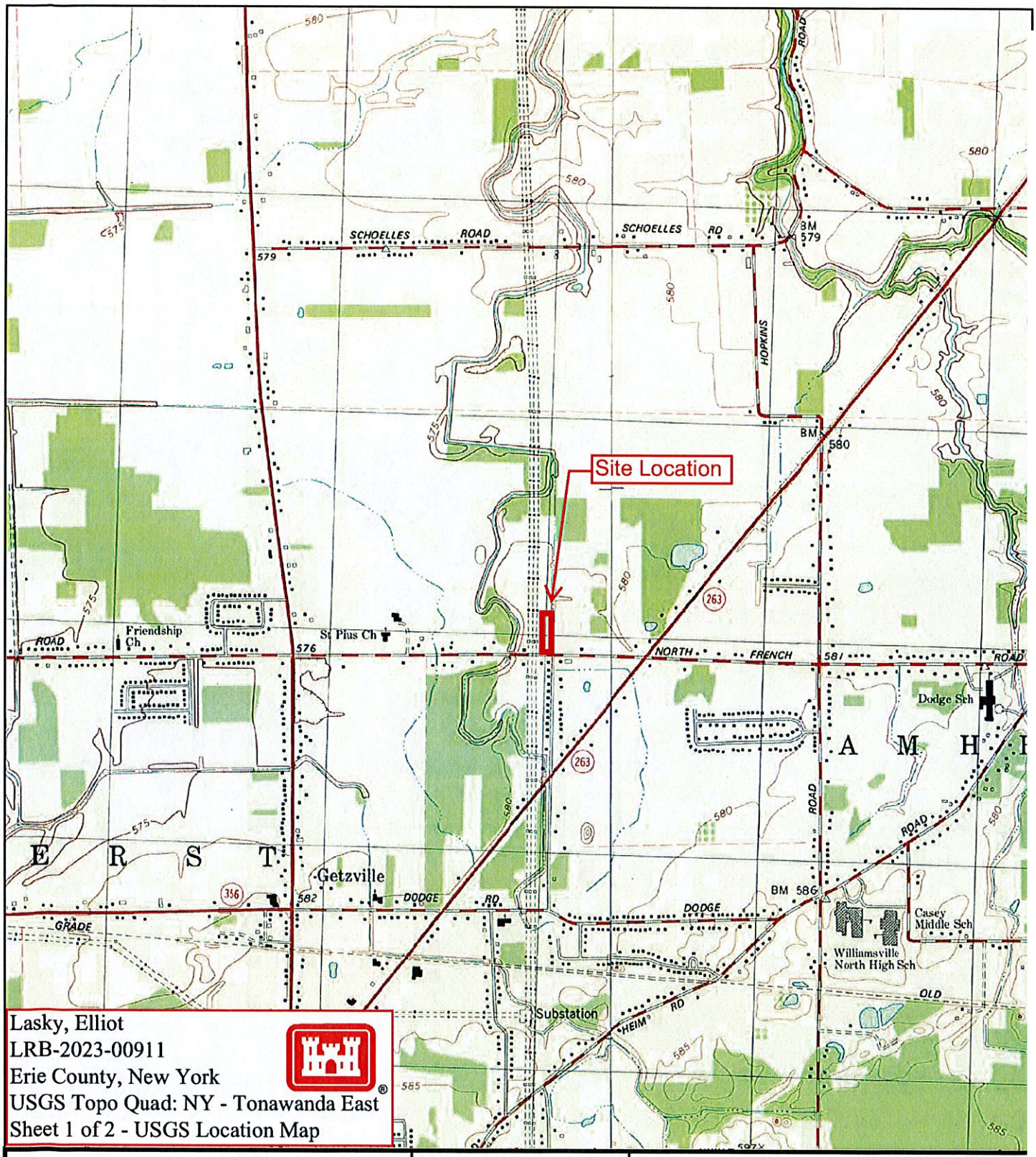
h. *Photographs:*
   - *Aerial (Name & Date): Google Earth aerial imagery November 2021, May 2022, May 2023. Connect Explorer Oblique imagery dated April 25, 2020 - https://explorer.eagleview.com/.*
   - *Other (Name & Date): Photographs included in the delineation report, dated September 1, 2020.*

i. *Antecedent Precipitation Tool conducted for dates: September 18, 2023 – date of USACE site visit, 9/1/2020 – date of delineation, April 25, 2020 date of oblique imagery, and dates of Google Earth aerials – November 23, 2021, May 8, 2022, May 17, 2023.*

10. OTHER SUPPORTING INFORMATION. *N/A.*

11. NOTE: The structure and format of this MFR were developed in coordination with the EPA and Department of the Army. The MFR's structure and format may be subject to future modification or may be rescinded as needed to implement additional guidance from the agencies; however, the approved jurisdictional determination described herein is a final agency action.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard



Lasky, Elliot
LRB-2023-00911
Erie County, New York
USGS Topo Quad: NY - Tonawanda East
Sheet 1 of 2 - USGS Location Map

Figure 1: USGS Quadrangle Map

Tonawanda East Quadrangle

Scale 1: 24,000

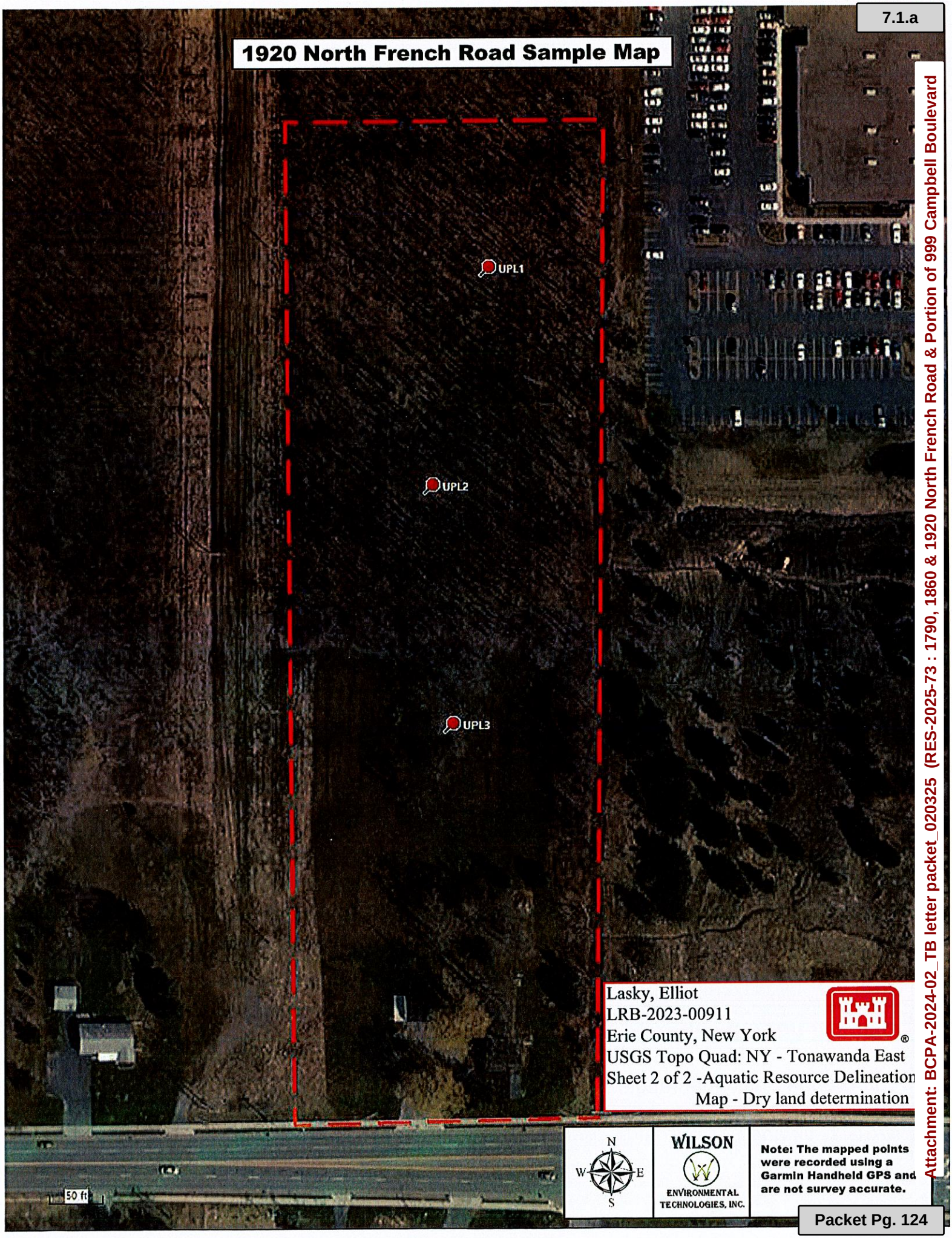
N
W E
S

Town of Amherst
Erie County, New York

Prepared for:
Mr. Elliot Lasky

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

1920 North French Road Sample Map



Lasky, Elliot
LRB-2023-00911
Erie County, New York
USGS Topo Quad: NY - Tonawanda East
Sheet 2 of 2 -Aquatic Resource Delineation
Map - Dry land determination

N
W E
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WILSON
ENVIRONMENTAL TECHNOLOGIES, INC.

Note: The mapped points were recorded using a Garmin Handheld GPS and are not survey accurate.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Lasky, Elliot		File Number: LRB-2023-00911	Date: March 14, 2024
Attached is:			See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
	PROFFERED PERMIT (Standard Permit or Letter of permission)		B
	PERMIT DENIAL WITHOUT PREJUDICE		C
	PERMIT DENIAL WITH PREJUDICE		D
X	APPROVED JURISDICTIONAL DETERMINATION		E
	PRELIMINARY JURISDICTIONAL DETERMINATION		F

SECTION I

The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/appeals/ or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

C. PERMIT DENIAL WITHOUT PREJUDICE: Not appealable
You received a permit denial without prejudice because a required Federal, state, and/or local authorization and/or certification has been denied for activities which also require a Department of the Army permit before final action has been taken on the Army permit application. The permit denial without prejudice is not appealable. There is no prejudice to the right of the applicant to reinstate processing of the Army permit application if subsequent approval is received from the appropriate Federal, state, and/or local agency on a previously denied authorization and/or certification.

D: PERMIT DENIAL WITH PREJUDICE: You may appeal the permit denial
You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information for reconsideration

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

- RECONSIDERATION: You may request that the district engineer reconsider the approved JD by submitting new information or data to the district engineer within 60 days of the date of this notice. The district will determine whether the information submitted qualifies as new information or data that justifies reconsideration of the approved JD. A reconsideration request does not initiate the appeal process. You may submit a request for appeal to the division engineer to preserve your appeal rights while the district is determining whether the submitted information qualifies for a reconsideration.

F: PRELIMINARY JURISDICTIONAL DETERMINATION: Not appealable
You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also, you may provide new information for further consideration by the Corps to reevaluate the JD.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact:

Shaina Souder
U.S. Army Corps of Engineers
478 Main St,
Buffalo, New York 14202
Phone: (716)879-4240
Email: Shaina.R.Souder@usace.army.mil

If you have questions regarding the appeal process, or to submit your request for appeal, you may contact:

Katherine McCafferty
Regulatory Appeals Officer
US Army Corps of Engineers
Great Lakes and Ohio River Division
550 Main Street, Room 10780
Cincinnati, Ohio 45202-3222
Phone: 513-684-2699 Fax: 513-684-2460
e-mail: katherine.a.mccafferty@usace.army.mil

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

SECTION II – REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. Use additional pages as necessary. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation and will have the opportunity to participate in all site investigations.

_____ Signature of appellant or agent.	Date:
Email address of appellant and/or agent:	Telephone number:

Exhibit 3 – Reduced Size Copy of the Concept Site Plan [Drawing C-100] for the Project as Prepared by Carmina Wood Morris DPC [Note: Full Size Copy of the Concept Site Plan is also attached]

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

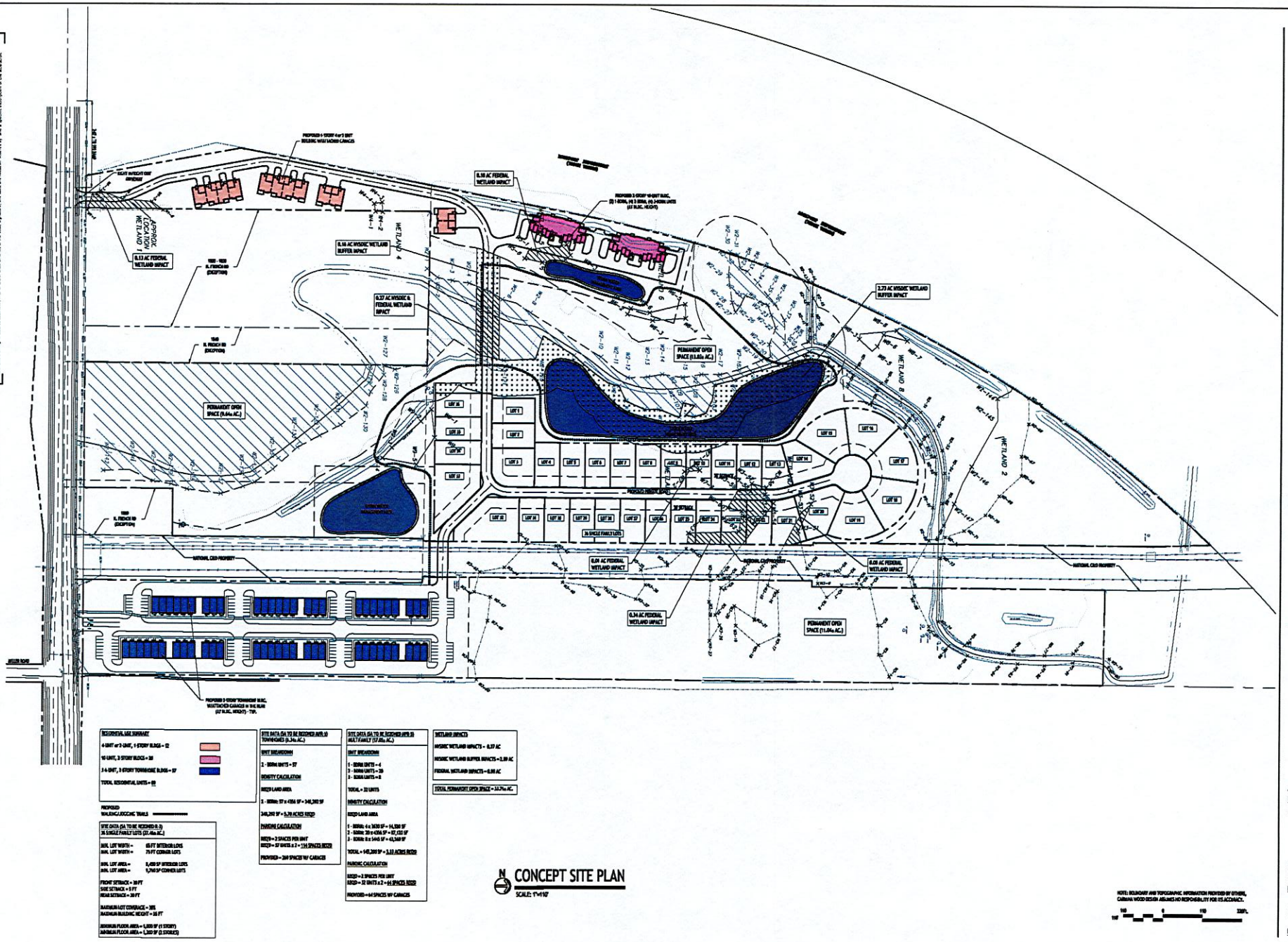
CONCEPT SITE PLAN
SCALE: 1"=100'
CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro
Mixed Use Development
1790, 1860 & 1920 North French Road & Portion of 999 Campbell Blvd.
Amherst, New York
SBL No. 27.04-1-12, 16.1 & 20, 27.00-2-29
PRELIMINARY
NOT FOR CONSTRUCTION
DRAWING NAME:
Concept Site Plan
DRAWING NO.
C-100
Project No: 23-4131
© CARMINA WOOD DESIGN

Exhibit 5 – Responses to Questions in Section 4A of the of the Bicentennial Comprehensive Plan Application

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

EXHIBIT 4

RESPONSES TO QUESTION IN SECTION 4A OF BICENTENNIAL COMPREHENSIVE PLAN APPLICATION

Section 4A of the BCPA Application requests that information be provided regarding the description of any prospective action. The Project Sponsor is seeking to develop the parcels comprising the Project Site as a mixed-residential project based on the Residential District Three ("R-3") and Multifamily Residential District Five ("MFR-5") zoning classifications as depicted on the Concept Site Plan [Drawing C-100]. A reduced size copy of the Concept Zoning Plan [Drawing C-100 - Date: 08/19/24] is provided at **Exhibit "3"** and a full size copy is also attached. The proposed mixed-residential project consists of the following components:

1. 57 townhome style units with attached garages;
2. 36 lots for detached single-family homes;
3. 32 multifamily units; and
4. All related site improvements including roadways, stormwater management, landscaping, lighting, utility improvements and connections

The proposed action has been defined broadly to include all required discretionary approvals and permits needed from governmental agencies. A copy of the completed Part 1 of the Full Environmental Assessment Form with Attachments ""A to "C" is provided at **Exhibit "2"**. The proposed project is a Type I action pursuant to SEQRA. A full-size copy of the Concept Site Plan [Drawing C-100] prepared by Carmina Wood Morris DPC is attached and a reduced-size copy is also attached as **Exhibit "3"**.

The proposed mixed-residential project requires Figure 6 [titled "Conceptual Land Use Plan"] of the Comprehensive Plan to be amended. A marked-up color copies of Figure 6 of the Comprehensive Plan are attached as **Exhibit "7"**. Figure 6 of the Comprehensive Plan designates

the Project Site as appropriate for "Recreation, Open Space and Greenways". The Project Sponsor is requesting that the designation be amended to "Medium Residential".

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Exhibit 5 – Responses to Questions in Section 4B of the of the Bicentennial Comprehensive Plan Application

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

EXHIBIT 5

RESPONSES TO QUESTIONS IN SECTION 4B OF BICENTENNIAL COMPREHENSIVE PLAN APPLICATION

Section 4B of the BCPA Application requests that information be provided in support of the rationale for a requested Comprehensive Plan Amendment in the context of the following two (2) questions:

1. **How will the requested amendment to the Bicentennial Comprehensive Plan be consistent with *Section 2.2 (Vison Statement)*?**

2. **How will the requested amendment to the Bicentennial Comprehensive Plan be consistent with *Section 2.3 (Key Initiatives)*?**

Section 2.2 of the Comprehensive Plan is titled "Vision Statement" and states that the Town is renowned for an exceptional quality of life that derives from three fundamental attributes:

- **Livability:** Our healthy neighborhoods, outstanding public facilities and services, and active community life make Amherst an exceptional place to live and raise a family.

- **Community Character:** We wisely manage growth to preserve natural and historic resources, maintain green space throughout the community, and revitalize older neighborhoods and commercial corridors while accommodating quality new development.

- **Shared Direction:** As partners in the renewed prosperity of the Buffalo-Niagara region, we work together with neighboring communities and institutions and balance our multiple roles as a premier residential community and a complementary regional center of economic, cultural, and educational activity.

Section 2.2 of the Comprehensive Plan states that the Town's Vision of the Future is defined the Town's quality of life based on the following valued **characteristics of community:**

LIVABILITY

- Our **livable neighborhoods** offer a range of lifestyle and housing choices in urban, suburban, and rural settings.

- Pedestrian-friendly, interconnected, mixed-use **development patterns** provide citizens with convenient access to services and facilities and encourage walking, biking, and use of public transportation as alternatives to automobile trips.

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- A safe, functionally efficient, and well-maintained **transportation system** provides choices for citizens through interconnected roadways, sidewalks, bike lanes, multi-use and natural trails, and transit options.

- The **community facilities and services** offered by the Town and other providers such as accessible parks and recreational programs, outstanding public schools, and public safety services that help maintain our reputation as one of the safest communities in America, are an integral part of our exceptional quality of life.

- Our active **community life** – culture and entertainment, sports and recreation, programs for people of all ages, and other activities, events, and places for people to gather – provides opportunities for all citizens to participate and enjoy shared experiences.

COMMUNITY CHARACTER

- Vibrant **older neighborhoods,** such as Eggertsville, Snyder, Swormville, Getzville, and Williamsville, and the **commercial areas** serving them are revitalized and attract continuing investment.

- We protect and preserve valued **open spaces** and **natural and scenic resources** throughout the community.

- We respect our **history and heritage** by preserving historic resources and by remembering and interpreting Amherst's history for future generations.

- We maintain a clean, **healthy environment** by dedicating resources to protect against noise, light, air, and water pollution.

- We set high standards for the **quality of development and redevelopment** to complement our established community character.

- The **visual character** of the Town is enhanced by landscaping, protection of woodlands and tree canopy, and careful attention to the design of roadways, scenic corridors, and public places.

SHARED DIRECTION

- The Town takes a leadership role in promoting **intergovernmental cooperation** and in pursuing partnership initiatives to address issues shared with our neighboring communities.

- Our healthy, **diverse economy** provides a strong tax base and good job opportunities, contributing to the retention of our talented youth and attracting others to live, work, and invest in our community.

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- In **carefully managing growth**, we **balance** the benefits of economic development with the need to maintain livability and preserve community character.

- The Town, together with the **University at Buffalo and other educational institutions**, work together to address issues of common concern, such as retaining young people in the community, diversifying the economy, and strengthening neighborhoods around the campuses.

- **Town government** exercises leadership, responds to the concerns of citizens, and challenges them to become positively involved in community affairs.

The requested Comprehensive Plan Amendment to accommodate the proposed mixed-use project is consistent with the Town's Vision of the Future since it will offer a range of housing choices in a suburban setting in a mixed-use environment with a substantial portion of the Project Site consisting of Permanent Open Space. The proposed residential project will not result in any potentially significant adverse impacts to important environmental resources. The proposed residential project will also enhance the visual character of the Project Site by providing extensive landscaping on the vacant site.

The project will also contribute to the Town's strong tax base without the need for any public infrastructure improvements since the Project Site represents an infill site with access to public infrastructure including North French Road and the surrounding roadway network including the I-990, sanitary sewer infrastructure, etc.

Section 2.3 of the Comprehensive Plan is titled "Key Initiatives". It states that there are four (4) Key Initiatives proposed to provide a focus for the Town's efforts to achieve the Vision Statement. These initiatives represent areas in which the Town will "raise the bar" in order to move towards a position of excellence consistent with the Vision.

- ***Aesthetic/Community Character:*** To be renowned for the beauty, character, and environmental quality of the Town – its parks, greenways, tree canopy, and protected open space; a diverse environment, including areas with rural character; walkable, livable neighborhoods; and high aesthetic standards for commercial development. Examples of Comprehensive Plan policies that will support this initiative include:

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

3-5 Apply design standards to enhance community character and sense of place

3-6/6-1 Designate "special character roads" as scenic corridors and apply design standards to maintain their appearance

3-13 Designate a town-wide open space and greenway network to be achieved through a variety of mechanisms

4-11 Implement a "Greening Amherst" planting initiative consistent with a program to manage the "Town Landscape"

- ***Education:*** To become known as a leading national "knowledge-based" community that has set high standards for public education and fully integrated a major university into the life of the community. Areas of potential focus include economic development, sports and culture, information and research-based technologies, and life-long learning initiatives. The following Comprehensive Plan policies will support this initiative:

5-4 Work with educational institutions on lifelong learning and other programs to train, attract, and retain a skilled workforce

5-7 Work with UB to create mixed-use activity centers around the periphery of the campuses

5-8 Work with UB to promote more educational, social, and cultural ties to the Town and to reinforce the role of both campuses as activity centers.

5-9 Establish an ongoing, collaborative planning structure with UB

- ***Revitalization:*** To become a model for effective reinvestment and revitalization of older neighborhoods and commercial areas, though creative use of investment incentives targeted toward revitalization and reduced pressure for the development of raw land at the suburban-rural fringe. Examples of relevant Comprehensive Plan policies include:

3-8 Provide tax incentives for reinvestment, revitalization, and redevelopment of commercial properties and housing in older areas with significantly less emphasis on new "greenfield" development

3-9 Rezone and/or provide incentives for reuse of underutilized/ obsolescent land for economically viable uses

3-10 Tailor commercial zoning districts to the unique physical characteristics of older commercial areas in need of revitalization

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

8-7 Initiate a neighborhood revitalization program to promote revitalization of designated neighborhoods through measures such as code enforcement, capital improvements, and design standards

- ***Governance:*** To exercise leadership at the local and regional levels by:
  - Retaining the Town's reputation for excellent services and facilities while ensuring fiscal balance
  - Establishing a framework for managing development that promotes predictability, fairness, and quality and eliminates conflicts over development decisions

Examples of relevant Comprehensive Plan policies include:

3-16 Improve the predictability and consistency of the zoning and other development approval processes through the application of clear town- wide land use policies

3-17 Set clear standards for development quality to increase the level of certainty in the development review and approval process

9-1 Establish an on-going system to identify and prioritize community facility and service needs

9-8 Reconcile needs for community facilities and services with the fiscal capacity of the Town through the capital programming process

The requested Comprehensive Plan Amendment to accommodate the proposed mixed-use project is consistent with the applicable Key Initiatives as listed above including "Aesthetic/Community Character" since it will enhance the visual character of the Project Site and result in the creation of a sense of place. The project is consistent with the "Revitalization" Key Initiative since the Project Site represents an infill location serviced by existing public infrastructure as opposed to a "greenfield" development. The requested rezoning of the Project Site from SA to R-3 and MFR-5 is consistent of the policy referenced on Page 2-6 of the Comprehensive Plan of rezoning sites that are underutilized.

Exhibit 6 – Responses to Questions in Section 4C of the of the Bicentennial Comprehensive Plan Application

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

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EXHIBIT 6

RESPONSES TO QUESTIONS IN SECTION 4C OF BICENTENNIAL COMPREHENSIVE PLAN APPPLICATION

Section 4C of the BCPA Application requests that information be provided regarding the reasons the Comprehensive Plan Amendment aligns with the defined policies in Sections 3-9 of the Comprehensive Plan. As described in Exhibit "4" of this Application, the Project Sponsor is seeking to develop the three parcels comprising the "Project Site" as a residential project based on the MFR-5 and R-3 zoning classifications. The entire Project Site is currently zoned Suburban Agriculture District ("SA").

The proposed project consists of the following components:

1. 57 townhome style units with attached garages;
2. 36 lots for detached single-family homes;
3. 32 multifamily units; and
4. All related site improvements including roadways, stormwater management, landscaping, lighting, utility improvements and connections

A full-size copy of the Concept Site Plan [Drawing C-100] prepared by Carmina Wood Morris DPC is attached and a reduced-size copy is also attached as **Exhibit "3"**.

The proposed residential project requires Figure 6 [titled "Conceptual Land Use Plan"] and of the Comprehensive Plan to be amended. A copies of Figure 6 of the Comprehensive Plan is attached as **Exhibit "7"**. Figure 6 of the Comprehensive Plan designates the Project Site as appropriate for "Recreation, Open Space & Greenways". The Project Sponsor is requesting that the designation of the Project Site be amended to "Medium Residential Use".

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

I. CONSISTENCY WITH POLICIES IN SECTION 3 OF THE COMPREHENSIVE PLAN (TITLED "LAND USE AND DEVELOPMENT"):

Section 3 of the Comprehensive Plan is titled "Land Use and Development" and according to Section 3.2 the Goal is "An interconnected mix of land uses that includes revitalized older neighborhoods and commercial centers and corridors, quality new development, vibrant activity centers, agriculture, and green spaces throughout the community."[1] The six (6) Objectives for "Land Use and Development" as set forth in Section 3 of the Comprehensive Plan are as follows:

- **Promote the development/revitalization of walkable higher density, mixed-use centers surrounded by lower density development;**
- **Implement context-sensitive zoning and incentives to improve the quality and appearance of non-residential development;**
- **Encourage revitalization and reinvestment in older neighborhoods and commercial corridors in Amherst;**
- **Target capital improvements to leverage private investment and enhance community appearance;**
- **Establish a town-wide network of parks, open spaces, and greenway corridors; and**
- **Improve the predictability and consistency of the development review and decision-making process**[2]

POLICIES:

A. Development Patterns:

According to the language on Page 3-4, "[T]he Comprehensive Plan land use policies should guide the distribution of development, but are not intended to alter the amount of development in Amherst. The Plan is a tool to redistribute densities to appropriate locations while

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[1] See Page 3-4 of the Comprehensive Plan.

[2] See Page 3-4 of the Comprehensive Plan.

maintaining lower density development in the surrounding areas. This will result in more sustainable land use patterns that help to implement objectives such as promoting pedestrian-friendly development; preserving open space; and establishing centers of community activity."

3-1 Expand provisions and incentives for mixed-use development of commercial centers.

The proposed Comprehensive Plan Amendment to accommodate a residential project is consistent Policy 3-1 since it will result in a residential project at a location in close proximity to large office parks including Cross Pointe Business Park and also with direct access to the I-990. The mixture of residential uses on the Project Site directly adjacent to the Cross Pointe Business Park will result in a mixed-use area. The conceptual layout of the of the project as depicted on the Concept Site Plan [Drawing C-100] is Page 3-5 of the Comprehensive Plan states that the following strategies can be used to achieve mixed use development:

- **Provide a focus for new development and revitalization in the Town, consistent with protecting the character of adjacent residential areas; and**
- **Enhance the viability of surrounding neighborhoods by providing identifiable centers of community activities such as shopping, work, recreation, and meetings**

The proposed residential project is consistent with the above two strategies since it will assist the Town in its continued efforts to encourage residential projects in close proximity to large office parks. Additionally, the proposed project is consistent with many the advantages of mixed-use forms of development set forth on Pages 3-5 to 3-7 of the Comprehensive Plan including the following:

- **To provide added economic incentive and flexibility for revitalization of aging and obsolescent commercial areas**
- **To provide additional housing opportunities and choices, including higher density and affordable housing in appropriate areas**
- **To provide a more compact livable and walkable alternative to the prevalent pattern of commercial strip development and separated uses**

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- **To provide a focus for new development, infill, and redevelopment of commercial centers, as opposed to furthering strip commercial development along corridors such as Main Street, Sheridan Drive, Maple Road, North French Road, and Millersport Highway**
- **To promote development that supports pedestrian and bicycle travel as well as transit use, thereby reducing auto usage and resulting roadway congestion and air pollution**
- **To encourage higher density centers of activity that exhibit high-quality design and a sense of place**
- **Mix of uses**[3]
- **Connectivity and integration of uses**
- **Urban design amenities**
- **Active street frontage**
- **Compactness**
- **Convenient vehicular and pedestrian/bicycle access from surrounding neighborhoods**
- **Modified parking layout**[4]

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[3] The text on Page 3-7 of the Comprehensive Plan states: "It should be noted that certain types of use mixes offer little or no benefit and may exacerbate land use conflicts and traffic congestion. These may include, for example, disconnected out parcels for gas stations, fast food, or other forms of strip commercial development. Because such uses emphasize vehicular access, their use in a mixed-use development should be discouraged." The proposed residential project does not represent a discouraged form of a mixture of land uses.

[4] The text on Page 3-7 of the Comprehensive Plan states as follows: "In order to achieve a walkable, integrated development with an active street frontage, parking must be carefully designed. Parking is typically ancillary to the development, located behind or to the sides of buildings, with clearly defined pedestrian walkways hat link parking to nearby buildings." The e project has been designed to avoid large parking lot and the parking areas will include interior landscaping and dark sky compliant lighting.

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3-2 Encourage compact, pedestrian-friendly development through Planned Residential options, including but not limited to neo-traditional design.

Policy 3-2 does not apply to the Comprehensive Plan Amendment since the Project Sponsor is not seeking to develop the Project Site based on a Planned Residential District (PRD) option as described on Pages 3-7 and 3-8 of the Comprehensive Plan.

3-3 Modify provisions of the Suburban Agricultural District to reduce conversions of rural to suburban development patterns.

The Project Site is not appropriately located for long-term agricultural use given its location directly next to the I-990 and at a location serviced by public infrastructure.

3-4 Reduce future new commercial development in North Amherst and along highway strips.

The residential project will not result in any commercial development on the Project Site.

B. Development Character:

3-5 Employ design standards to enhance community appearance and a strong identity and character.

Policy 3-5 states "[T]hat Design standards are effective tools to guide and shape new development and revitalization initiatives and are important in addressing such issues as impacts on the visual character of public roadways and on adjacent residential areas."[5] The text accompany Policy 3-5 states that Design standards should address the following nine "Development Considerations":

- Landscaping and lighting;
- Screening of visually obtrusive elements;
- Placement of building and parking areas;
- Use and placement of land use transitions;

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[5] See Page 3-10 of the Comprehensive Plan.

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- General building design;
- Scale;
- Access and connectivity;
- Public safety; and
- Signage

The proposed residential project will be consistent with above list of "Development Considerations" and will include extensive landscaping as well as screening and the on-site lighting will comply with the Town's stringent lighting standards. A Landscape Plan and Photometric Plan will for the project will both need to be approved in connection with a future request for Site Plan Approval and Subdivision from the Planning Board for the proposed project.

The layout of the proposed project as depicted on the Concept Site Plan [Drawing C-100] is suitable in terms of the design and placement of land-use transitions since the higher density portion of the project consisting of attached townhomes with garages will be located along the North French Road frontage and the eastern portion of the Project Site that is adjacent to Cross Pointe Business Park.[6] The mixed-use components of the project are consistent with the language regarding "Streetscape, access and connectivity" on Pages 3-11 and 3-12 of the Comprehensive Plan since there will only be two curb cuts onto North French Road that will provide access to the mixture of residential uses. North French Road is an Erie County Highway.[7]

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[6] The relevant text on Page 3-11 of the Comprehensive Plan states, "Many of Amherst's commercial and mixed-use areas are directly adjacent to residential areas with varying distances between them. When dissimilar land uses are located adjacent to one another undesirable impacts may result. These impacts can be mitigated through thoughtful design and purposeful placement of transitional space, landscaping, and screening. Guidelines for providing effective transitions should be included in the Town Zoning Code *(Amended 12-11-17; BCPA-2017-01).*

[7] The relevant text on Pages 3-11 and 3-12 of the Comprehensive Plan states, "The Town's Context-Sensitive Highway Design Report provides guidance on issues such as street geometry, sidewalks and bicycle use, and streetscape elements such as trees, lighting, and other aesthetic

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While the signage for the proposed project has not yet been designed, the signage will be consistent with the architectural style and scale of buildings.[8]

3-6 Apply context-sensitive design standards to designated character roads.

The layout of the project will ensure there is landscaping and an upscale appearance along the North French Road.

3-7 Protect and retain the identity of special places through design guidelines.

Policy 3-7 does not apply to the Comprehensive Plan Amendment since the Project Site is not located as described on Page 3-13 of the Comprehensive Plan.[9]

C. Reinvestment:

3-8 Consider tax incentives for reinvestment, revitalization, and redevelopment of commercial properties and housing in older areas with less emphasis on new "greenfield" development.

The proposed Comprehensive Plan Amendment to accommodate a proposed residential project is consistent Policy 3-8 since it will result in a project that has been designed to consider

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elements. Access and connectivity considerations include limiting the number of curb cuts, providing vehicular/pedestrian connections."

[8] The relevant text on Pages 3-11 and 3-12 of the Comprehensive Plan states, The relevant text on Pages 3-11 and 3-12 of the Comprehensive Plan states, "Signs can play an important role in defining the character and context of an area. Sign regulations and standards need to be more sensitive to the local context, improve aesthetic character, and reduce "visual clutter" along commercial corridors. In general, signage should be consistent with the architectural style and scale of buildings and be an integral component of the building and site.

[9] The text accompany Policy 3-7 states as follows: "Certain places within the Town of Amherst have a special identity defined by factors such as historic character (e.g., former "hamlets" such as Getzville and Swormville), geographic location (e.g., at a highway interchange or gateway entrance to the Town), or presence of an important community resource (e.g., a major park, public or private buildings or open space, or an educational campus)."

environmental resources including no impacts to the on-site jurisdictional NYSDEC Freshwater Wetland.

3-9 Advance the redevelopment and revitalization of underutilized, obsolete, and vacant properties for economically viable uses.

The proposed Comprehensive Plan Amendment to accommodate a residential project is consistent Policy 3-9 since it will result in a residential project on underutilized property that is vacant and not properly zoned for a long-term economically viable use.[10]

3-10 Target capital investments to improve the aesthetic character of key locations within the Town.

The proposed Comprehensive Plan Amendment to accommodate the proposed residential project is consistent Policy 3-10 since it will result in a substantial investment of funds that will improve the aesthetic character of a key location on the north side of North French Road between the I-990 and Cross Pointe Business Park.

3-11 Initiate public capital investment projects to encourage/support private investment.

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[10] The text on Page 3.17 of the Comprehensive Plan describes "Suburban Centers and Corridors" as one of the identified land use scenarios in which revitalization may occur or be desired and states as follows: "Suburban areas typically include larger parcels connected by higher speed thoroughfares without many walkable connections and may have little existing place identity. These centers and corridors may not be able to accommodate contemporary forms of retail and other commercial uses and may require revitalization through reinvestment, redevelopment, or retrofitting existing buildings/sites to remain competitive. Goals for revitalizing these areas include 1) creating opportunities for incremental change, 2) improving the relationship between streets and buildings, 3) improved accessibility through accommodation for multiple modes of travel, and 4) managing vehicular access on major roadways. (Amended 9-3-19; BCPA-2017-01A)

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Policy 3-11 does not apply to the Comprehensive Plan Amendment since the proposed mixed-use and residential project is not dependent on a public capital investment project.

E. Open Space System:

3-12 Designate a town-wide open space and greenway network to be achieved through a variety of mechanisms.

While Policy 3-12 does not apply to the Comprehensive Plan Amendment, it is important to mention that a substantial portion of the Project Site will consist of permanent open space and there will be an on-site recreational trail.

3-13 Encourage conservation development with incentives for the dedication of open space in private developments.

The project layout includes a substantial amount of permanent open space. Per Policy 3-13, the Project Sponsor would be willing to dedicate the permanent open space within the private development to the Town.

3-14 Initiate a public open space acquisition program consistent with the open space, recreation, and greenway network.

Policy 3-14 does not apply to the Comprehensive Plan Amendment.

F. Development Review and Approval Process:

3-15 Improve the predictability and consistency of the rezoning and other development approval processes through the application of clear town-wide land use policies.

3-16 Set clear standards for development quality to increase the level of certainty in the development review and approval process.

3-17 Provide for periodic review and revision of the Comprehensive Plan and development regulations.

Policies 3-15 to 3-17 as set forth above are not specifically applicable to the Comprehensive Plan Amendment and pertain more generally to the review processes to be utilized for proposed projects in the Town.

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II. CONSISTENCY WITH POLICIES IN SECTION 4 OF THE COMPREHENSIVE PLAN (TITLED "NATUARAL AND CULTURAL RESOUCES"):

Section 4 of the Comprehensive Plan is titled "Natural and Cultural Resources and according to Section 4.3 of the Comprehensive Plan the Goal is "Sensitive environmental and cultural resources identified and preserved as part of the physical fabric of the community".[11] The two (2) Objectives for "Land Use and Development" set forth in Section 4 of the Comprehensive Plan are as follows:

- **Establish an interconnected open space network that incorporates significant natural and cultural resources.**
- **Protect sensitive environmental resources through improved regulations, policies, and management, including:**
  - **Water resources and wetlands**
  - **Air quality**
  - **Trees and woodlands**
  - **Historic and cultural resources**[12]

There are fourteen (14) policies contained in Chapter 4 of the Comprehensive Plan and the policies pertain largely to the appropriate consideration of environmental resources in connection with proposed projects. It is important to mention that the Project Site does not consist entirely of a wetland subject to the jurisdiction of the New York State Department of Environmental Conservation as depicted on Figure 7 of the Comprehensive Plan [titled "Water Resources"].

The project has been designed and scaled back compared to the previously proposed mixed-use and residential project in connection with an effort to minimize wetland impacts to the

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[11] See Page 4-2 of the Comprehensive Plan.

[12] See Page 4-2 of the Comprehensive Plan.

maximum extent practicable. The layout of the project has been designed deliberately to minimum impacts to the NYSDEC Wetland TE-18 and the regulated 100 ft. Adjacent Area.

The proposed residential project will also be required to comply with the stringent stormwater quality and quantity standards of the New York State Department of Environmental Conservation and the stormwater quantity standards of the Town of Amherst.

III. CONSISTENCY WITH POLICIES IN SECTION 5 OF THE COMPREHENSIVE PLAN (TITLED "ECONOMIC DEVELOPMENT"):

Section 5 of the Comprehensive Plan is titled "Economic Development" and according to Section 5.2 of the Comprehensive Plan the Goal is "A Town with a strong tax base and ample economic opportunities for a diverse base of employers and employees, housed in attractive, state-of-the-art commercial developments in convenient and accessible locations." The five (5) Objectives for "Economic Development" as set forth in Section 5 of the Comprehensive Plan are as follows:

- Maintain Amherst's strong tax base
- Attract more high-paying jobs to the Town
- Ensure that economic development and redevelopment respect the character and quality of life of Amherst's residential communities
- Capitalize on the presence of the University at Buffalo to leverage University-related economic development opportunities
- Build partnerships with development agencies, private industry, and educational and research institutions to promote economic development in Amherst and throughout the region[13]

POLICIES:

A. Tax Base and Employment:

[13] See Pages 5-2 and 5-3 of the Comprehensive Plan.

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According to the language on Page 5-3, "A healthy tax and employment base are essential not only to Amherst's economy, but also to the Town's quality of life. Studies have shown that commercial retail, office, and industrial development partially subsidize the cost of providing high-quality community facilities and services to residents. Without such development, the burden on residential taxpayers would be significantly higher. Competitive employment is also important in providing economic opportunities to Amherst residents." The Project Site currently consists of vacant land that generates insubstantial annual tax revenues. The proposed project will dramatically increase the annual property tax revenues to be received by the Town, the school district and Erie County and a large portion of the residential components consisting of multifamily units for lease will not generate a substantial demand for educational services.

5-1 Target economic development policies, programs, capital expenditures, and incentives to attract and retain higher paying employment and promote desired forms and locations of development and redevelopment.

The proposed Comprehensive Plan Amendment to accommodate a residential project is consistent Policy 5-1 since high quality housing is a necessity to attract higher paying employment opportunities.

5-2 Build flexibility into non-residential zoning so that options are available for the various stages of business development.

Policy 5-2 does not apply to the Comprehensive Plan Amendment.

5-3 Promote economic development through collaborations between government, educational institutions, health care organizations, and private industries.

While Policy 5-3 does not specifically apply to the Comprehensive Plan Amendment, it is important to mention that the Project Site is located in close proximity to private industries including the large Cross Pointe Business Park directly to the east. There are numerous businesses in nearby office parks that employ individuals who will benefit from having the ability to live in

an upscale residential unit with direct and easy access their place of employment as well as the I-990.

5-4 Work with educational institutions on lifelong learning and other programs to train, attract, and retain a skilled workforce.

Policy 5-4 does not apply to the Comprehensive Plan Amendment.

B. Community Character and Quality of Life:

5-5 Promote commercial development patterns that reduce neighborhood impacts.

The proposed Comprehensive Plan Amendment to accommodate a residential project is consistent with Policy 5-5. The Project Site is located on the north side of North French Road, which is an Erie County Highway that bisects the Town in an east-west direction and is more suitable for a residential project rather than the very limited uses expressly permitted in the existing Suburban Agriculture ("SA") zoning district.

5-6 Adopt commercial development standards for neighborhood compatibility with context sensitive design guidelines.

The proposed Comprehensive Plan Amendment to accommodate a mixed-use and residential project is consistent with Policy 5-6 since the layout of the project as depicted on the Concept Site Plan has been designed to be generally consistent with the standards set forth in Section 5A of the Zoning Code [titled "Mixed Use Districts"].

C. University of Buffalo:

Policies 5-7 to 5-9 of the Comprehensive Plan pertain to the synergies that can result from collaboration between the Town and the University of Buffalo and as such do not apply to the proposed Comprehensive Plan Amendment. It is important to mention that the Project Site is not located very far from the UB North Campus and as such would offer the thousands employees of

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SUNY who work at the UB North Campus with housing that is directly accessible to the campus via the I-990.

D. Regional Economic Development:

Policies 5-10 and 5-11 of the Comprehensive Plan pertain to the benefits that can result from a healthy economy in Western New York and positioning the Town as a regional technology center. An important aspect of positioning the Town as a regional technology center is providing various types of high quality housing choices for employees and the proposed mixed-use and residential project will result in high quality attached and detached housing units at a very convenient location with easy access to the I-990.

III. CONSISTENCY WITH POLICIES IN SECTION 6 OF THE COMPREHENSIVE PLAN (TITLED "TRANSPORTATION"):

Section 6 of the Comprehensive Plan is titled "Transportation" and according to Section 6.2 of the Comprehensive Plan the Goal is "An efficient, multi-modal transportation system that accommodates the automobile, maintains neighborhood character, and emphasizes alternative means of travel, including walking, biking, and public transportation."

The four (4) Objectives for "Transportation" as set forth in Section 6 of the Comprehensive Plan are as follows:

- **Create a roadway network that improves efficiency and connectivity while preserving neighborhood character;**
- **Develop the existing bicycle/pedestrian system into a townwide, interconnected network that facilitates connections between vehicular and non-vehicular transportation;**
- **Work with the Niagara Frontier Transportation Authority to provide adequate public transit service, particularly to mixed use activity centers identified in the Conceptual Land Use Plan; and**

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- **Establish a town traffic assessment and planning capability to manage and maintain local highways**[14]

POLICIES:

A. Road Network:

6-1 Designate roadway corridors for application of context sensitive design standards to maintain their character.

North French Road is designated as Minor Arterial on Figure 9 of the Comprehensive Plan [titled "Future Thoroughfare System"]. The proposed project is consistent with Policy 6-1 since the project layout includes a focus on the limited North French Road and includes on-site pedestrian friendly amenities such as sidewalks and a recreational trail.

6-2 Modify the Town's engineering standards for roadways to reduce neighborhood impacts.

Policy 6-2 does not apply to the Comprehensive Plan Amendment since the proposed project which includes infrastructure to be designed based on current standards.

6-3 Establish a town highway planning capability to manage the local road network.

Policy 6-3 does not apply to the Comprehensive Plan Amendment.

6-4 Enhance transportation system capacities through operational improvements, including improved access management and a comprehensive signal-timing plan.

Policy 6-4 does not apply to the Comprehensive Plan Amendment. It is important to mention that the Project Sponsor has authorized Passero Associates to prepare a Traffic Impact Study to evaluate the potential traffic impacts that will result from the proposed residential project. The Traffic Impact Study will be submitted to the Planning Department once it has been finalized.

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[14] See Pages 6-3 and 6-4 of the Comprehensive Plan.

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6-5 Undertake a capital program to maintain or improve the efficiency of the existing road system.

Policy 6-5 does not apply to the Comprehensive Plan Amendment.

6-6 Accept a certain level of traffic congestion as a "given" and expand investments in alternative transportation modes and compact, mixed-use development patterns.

The text on Pages 6-14 and 6-15 of the Comprehensive Plan states as follows: "Given the limits placed on future roadway improvements by funding constraints and the need to preserve neighborhood character, combined with Amherst's established and growing function as a regional employment center, it is not expected that the above policies will "solve" congestion problems in the Town. Instead, the Comprehensive Plan transportation policies involve a shift away from an emphasis on functional efficiency for the automobile towards a more balanced transportation system that achieves other community objectives. As described in Sections B and C below, this shift includes expanded investment in facilities to support alternative travel modes (e.g., trails, sidewalks, bikeways, and transit).[15] Equally important is the coordination of transportation and land use policies to promote compact, mixed-use development patterns that reduce automobile dependency and encourage walking."

The proposed Comprehensive Plan Amendment to facilitate the proposed residential project is not inconsistent with Policy 6-6 since the layout has been designed to encourage on-site walking between the various land use components.

B. <u>Bicycle/Pedestrian Network</u>:

6-7 Develop a comprehensive bicycle network, using a rating system to identify and prioritize improvements.

Policy 6-7 does not apply to the Comprehensive Plan Amendment.

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[15] The reference to B and C relates to Policies 6-7 to 6-9 of the Comprehensive Plan.

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6-8 Develop a comprehensive pedestrian network of sidewalks, crosswalks, and trails.

Policy 6-8 does not apply to the Comprehensive Plan Amendment.

C. Transit Service:

6-9 Work with NFTA to improve transit service and provide connections to activity centers (e.g., UB and Eggertsville).

Policy 6-9 does not apply to the Comprehensive Plan Amendment.

IV. CONSISTENCY WITH POLICIES IN SECTION 7 OF THE COMPREHENSIVE PLAN (TITLED "INFRASTRUCTURE"):

Section 7 of the Comprehensive Plan is titled "Infrastructure" and according to Section 7.2 of the Comprehensive Plan the Goal is as follows: "Well-maintained and cost-effective infrastructure systems that provide public water, sewer, stormwater, and other utility services within the Town of Amherst, consistent with Comprehensive Plan policies to promote sustainable land use and economic development and protect natural resources."

The two (2) Objectives for "Infrastructure" as set forth in Section 7 of the Comprehensive Plan are as follows:

- **Establish a town-wide program with plans and policies to effectively manage stormwater runoff, including flooding and stormwater quality; and**
- **Maintain and upgrade existing sanitary sewer infrastructure to support existing and projected needs. Limit future service extensions to those needed to serve development areas designated on the Conceptual Land Use Plan**[16]

POLICIES:

A. Stormwater Management:

7-1 Develop a program to address flooding and other stormwater management issues in coordination with other responsible agencies.

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[16] See Page 7-3 of the Comprehensive Plan.

Policy 7-1 does not apply to the Comprehensive Plan Amendment which states the Town should implement flood mitigation measures as recommended in the Town Flood Mitigation Plan Report and the Ransom Creek Improvement Study.

7-2 Implement "low impact development" standards and techniques designed to reduce the quantity and improve the quality of stormwater runoff from development.

Policy 7-2 does not specifically apply to the Comprehensive Plan Amendment. However, it is important to that during the future Site Plan and Subdivision review processes for the proposed residential project, engineered plans will be required to demonstrate compliance with the stringent stormwater quality and quantity standards of the New York State Department of Environmental Conservation. Engineered plans and a SWPPP with Engineer's Report will accompany the future submission of Site Plan and Subdivision Applications.

B. Sanitary Sewer System:

7-3 Give priority to repairs to existing infrastructure systems, rather than extensions to serve new greenfield development.

The proposed Comprehensive Plan Amendment to accommodate a residential project is consistent Policy 7-3 since the Project Site is serviced by existing sanitary sewer infrastructure. The mixed-use and residential project will also be required to comply with the NYSDEC Inflow and Infiltration policy that applies to specified categories of projects that will generate a daily average of greater than 2,500 gpd of daily sanitary sewer flow.

7-4 Redefine the boundaries of the Consolidated Sanitary Sewer District in the northern part of the Town to exclude rural and agricultural areas designated for protection and include areas designated for more intensive development. Promote the importance of proper maintenance of private disposal systems or septic systems to limit sewer extensions into protected areas. (Amended 09-08-15; BCPA-2014-01)

Policy 7-4 does not apply to the Comprehensive Plan Amendment.

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V. CONSISTENCY WITH POLICIES IN SECTION 8 OF THE COMPREHENSIVE PLAN (TITLED "HOUSING AND NEIGHBORHOODS"):

Section 8 of the Comprehensive Plan is titled "Housing and Neighborhoods" and according to Section 8.2 of the Comprehensive Plan the Goals are as follows

- **Decent and affordable housing choices available to all residents;** and
- **Healthy and diverse neighborhoods, including conserved and revitalized older parts of Amherst**[17]

The three (3) Objectives for "Housing and Neighborhoods" as set forth in Section 8.2 of the Comprehensive Plan are as follows:

- **Ensure the availability of housing affordable to all socioeconomic groups in Amherst;**
- **Promote a diverse housing stock, with higher density housing focused on mixed-use activity centers; and**
- **Implement a coordinated program to conserve and revitalize Amherst's neighborhoods.**[18]

POLICIES:

A. Affordable Housing:

8-1 Continue existing housing policies that promote home ownership and affordability.

The Project Sponsor is willing to consider a workforce housing component if feasible and this topic will be discussed with the Amherst IDA. The residential component includes lots for detached single-family homes that will promote home ownership in the Town.

Housing Diversity:

8-2 Promote the development of a variety of housing types.

The text on Pages 8-3 and 8-4 of the Comprehensive Plan states as follows:

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[17] See Page 8-2 of the Comprehensive Plan.

[18] See Page 8-3 of the Comprehensive Plan.

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> "Approximately two-thirds of Amherst's current housing stock consists of single-family detached homes, with the remainder comprised of a mix of duplexes, townhouses, apartments, and other living arrangements (e.g., dormitories and assisted living). Recent housing development has consisted mostly of multifamily units and single-family detached, suburban subdivisions. Demographic trends will reinforce the need for a more diverse housing stock to accommodate groups such as the elderly, empty nesters, and students. As previously noted, housing diversity enhances affordability and, if properly managed, can contribute to neighborhood stability and character. Older neighborhoods like Eggertsville, for example, could benefit from decreasing household sizes and the increasing appeal of traditional development, which make smaller homes in pedestrian-oriented neighborhoods more attractive.
>
> The Town should encourage the proportional development of diverse housing types and price levels, including single-family detached (at a variety of lot sizes), townhouses, condominiums, apartments, and housing as part of mixed-use developments. Higher density housing should be located to complement established residential areas through appropriate standards for location and design (see Policies 8-3 and 8-5)."

The proposed Comprehensive Plan Amendment to accommodate a mixed-use and residential project is consistent Policy 8-2 since the project includes various housing types including attached townhomes with garages to be located on the east side of the Project Site on property to be rezoned to MFR-5 as well as traditional multifamily buildings to be located on the western side of the Project Site on property to be rezoned to MFR-5. The on-site residential units for lease are consistent with demographic trends demonstrating there is an increased demand for apartments and townhomes for lease in communities in Western New York including the Town of Amherst.

8-3 Encourage higher density residential uses in mixed-use developments and other appropriate locations.

The language contained on Page 8-4 of the Comprehensive Plan discuss the benefits of higher density residential uses at appropriate locations that decrease the potential impacts of development on sensitive lands and also states that that incorporating mixed-use activity centers

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will help maintain and reinforce the character of established neighborhoods. The Project Site is located on the north side of North French Road between the I-990 and Cross Pointe Business Park and the SA zoning is inconsistent with nearby land uses and zoning classifications.

8-4 Work with UB to establish mixed-use centers around the periphery of both campuses.

Policy 8-4 does not apply to the Comprehensive Plan Amendment.

8-5 Establish standards for multi-family housing to promote high quality design and neighborhood compatibility.

The text on Page 9-8 and 9-9 of the Comprehensive Plan states as follows:

> "Policy 8-5 addresses the need to manage the location of higher density housing to ensure that it does not negatively affect the overall character of Amherst's neighborhoods. Equally important is the establishment of standards addressing the design and appearance of multi-family housing and its relationships to adjoining land uses. In addition to improving the quality and livability of multi-family developments for residents and improving the "fit" of these developments into the community, design standards will also help to create a more positive public perception of multi-family housing. A greater public tolerance of multi-family housing will ultimately aid the Town in preserving open space and providing alternatives to single-family detached units that are dependent on automobile use.
>
> Design standards should address the creation of multi-family housing via renovation or redevelopment of existing properties as well as new development. Design standards should also address the creation of multi-family housing for the elderly and other special needs residents. The standards should address all forms of multi-family housing including apartments, townhouses, and mixed-use developments."

The proposed Comprehensive Plan Amendment to accommodate a residential project that is consistent Policy 8-5 since the multifamily buildings will feature a high quality appearance with a diverse range of materials.

B. <u>Neighborhood Revitalization</u>:

8-6 Provide incentives for residential property repairs and improvements on a town-wide basis.

Policy 8-6 does not apply to the Comprehensive Plan Amendment.

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8-7 Initiate a Neighborhood Conservation Program to promote revitalization of designated neighborhoods through measures such as code enforcement, capital improvements, and design standards.

Policy 8-7 does not apply to the Comprehensive Plan Amendment.

8-8 Promote the revitalization of older commercial areas as a focus of neighborhood activity and include support for building and property maintenance code enforcement.

Policy 8-8 does not apply to the Comprehensive Plan Amendment since the Project Site is not located in designated older commercial area in the southern and western portions of the Town.

8-9 Encourage participation from residents when the Town is developing action/ improvement plans for specific neighborhoods.

Policy 8-9 does not specifically apply to the Comprehensive Plan Amendment but is important to mention that the review process for the proposed residential project will involve multiple public hearings to be held by both the Planning Board and the Town Board.

VI. CONSISTENCY WITH POLICIES IN SECTION 9 OF THE COMPREHENSIVE PLAN (TITLED "COMMUNITY FACILITIES AND SERVICES"):

Section 9 of the Comprehensive Plan is titled "Community Facilities and Services" and according to Section 9.2 of the Comprehensive Plan the Goal is as follows

- **Community facilities and services that meet residents' needs and contribute to the Town's high quality of life**[19]

The three (3) Objectives for "Community Facilities and Services" as set forth in Section 9.2 of the Comprehensive Plan are as follows:

- **Establish standards or performance criteria to determine community facility and service needs**; and
- **Enhance the role of public facilities as centers of neighborhood and community activity; and**

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[19] See Page 9-2 of the Comprehensive Plan.

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- **Provide quality facilities and services cost effectively by managing expenses and diversifying revenue sources**

There are nine (9) policies contained in Chapter 9 of the Comprehensive Plan and with the exception of Policies 9-4 and 9-5 these policies do not specifically apply to the Comprehensive Plan Amendment since the proposed project does not consist of a community facilities project.

B. Community Facilities as Activity Centers:

9-4 Integrate community facilities within mixed-use activity centers.

Policy 9-1 that is referenced within Policy 9-4 pertains to the need for the Town to identify and prioritize community facilities and service needs. While the proposed residential project does not consist of a community facility use, the Project Site is accessible to various Town parks and other community facility amenities in the Town.

C. Community Facility and Service Costs:

9-5 Allow continued growth of the nonresidential tax base consistent with the Comprehensive (Land Use) Plan.

The relevant text states as follows: "Amherst's nonresidential (commercial retail, office and industrial) development partially subsidizes the costs of providing community facilities and services to residents. National studies have shown that commercial development derives excess revenues as compared to residential development. Results from a similar local study by the AIDA confirm these findings for Amherst. Thus growth in the nonresidential tax base is needed if the Town of Amherst (and other providers such as the public school districts) is to continue to provide quality facilities and services at rates affordable to taxpayers. Nonresidential development and redevelopment should be managed to be consistent with Comprehensive Plan goals, objectives, and policies for Land Use and Development and other elements, and with the mixed-use activity centers should wherever possible include existing or new community facilities. concept of balance

between economic development, livability, and community character expressed in the Vision Statement."

The project will contribute to the Town's growth of its overall tax base quite substantially since the Project Site currently generates insubstantial annual property tax revenues. Given the mixture of residential land uses, the Project Sponsor anticipates that the project will have positive net impact for taxing jurisdictions including the Town of Amherst, the school district and Erie County.

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Exhibit 7 – Color Copy of Figure 6 of the Bicentennial Comprehensive Plan

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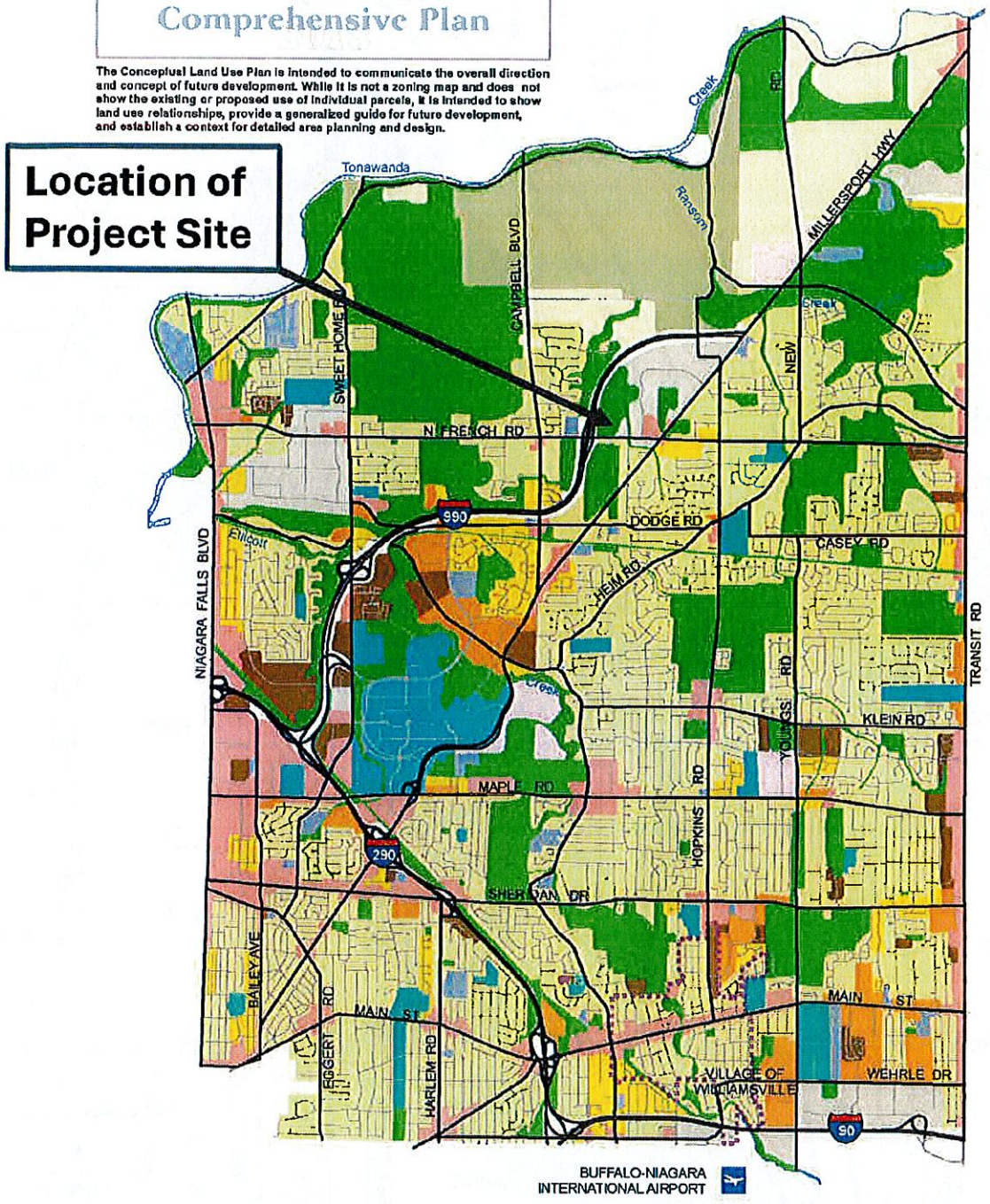
Town of Amherst Bicentennial Comprehensive Plan

The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development. While it is not a zoning map and does not show the existing or proposed use of individual parcels, it is intended to show land use relationships, provide a generalized guide for future development, and establish a context for detailed area planning and design.

Location of Project Site



Conceptual Land Use Plan

FIGURE 6

- Rural Residential
- Single Family Residential
- Mixed Residential
- Medium Residential
- Commercial / Mixed Use*
- Special Use Center
- Commercial - Office
- Industrial - Office
- Community Facilities
- Educational Campus
- Recreation, Open Space & Greenways
- Agriculture
- Transportation
- Surface Water
- Village of Williamsville Boundary

* See Map Figure 6-A for Additional Designations

SOURCE NOTES:

Original Source Data Provided by the Town of Amherst Information Technology Department, URS Corporation and Wallace Roberts & Todd, LLC

Map Compiled by the Town of Amherst Planning Department

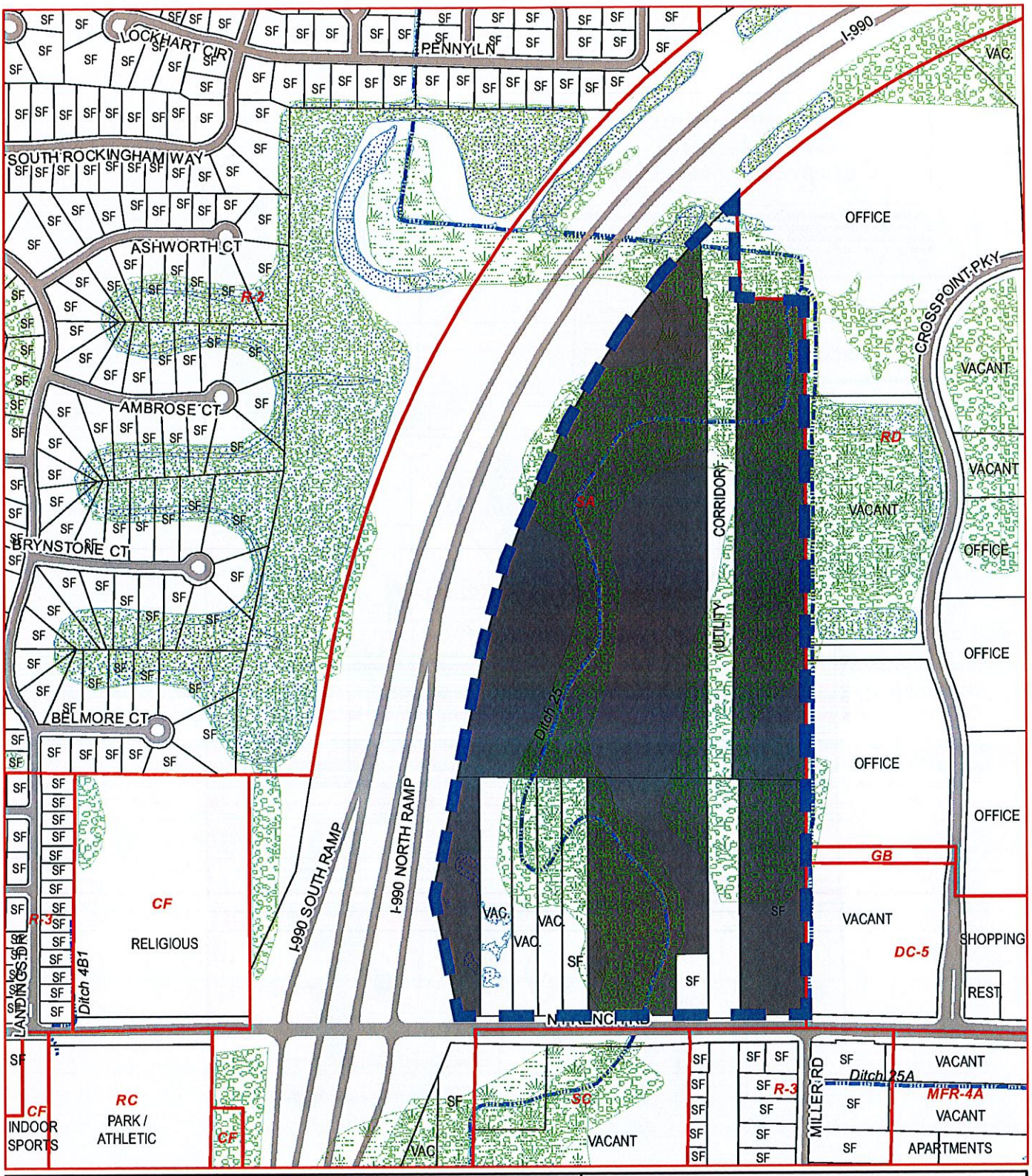
Date: December 2020

N

0 0.25 0.5 0.75 1 1.25

Miles

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

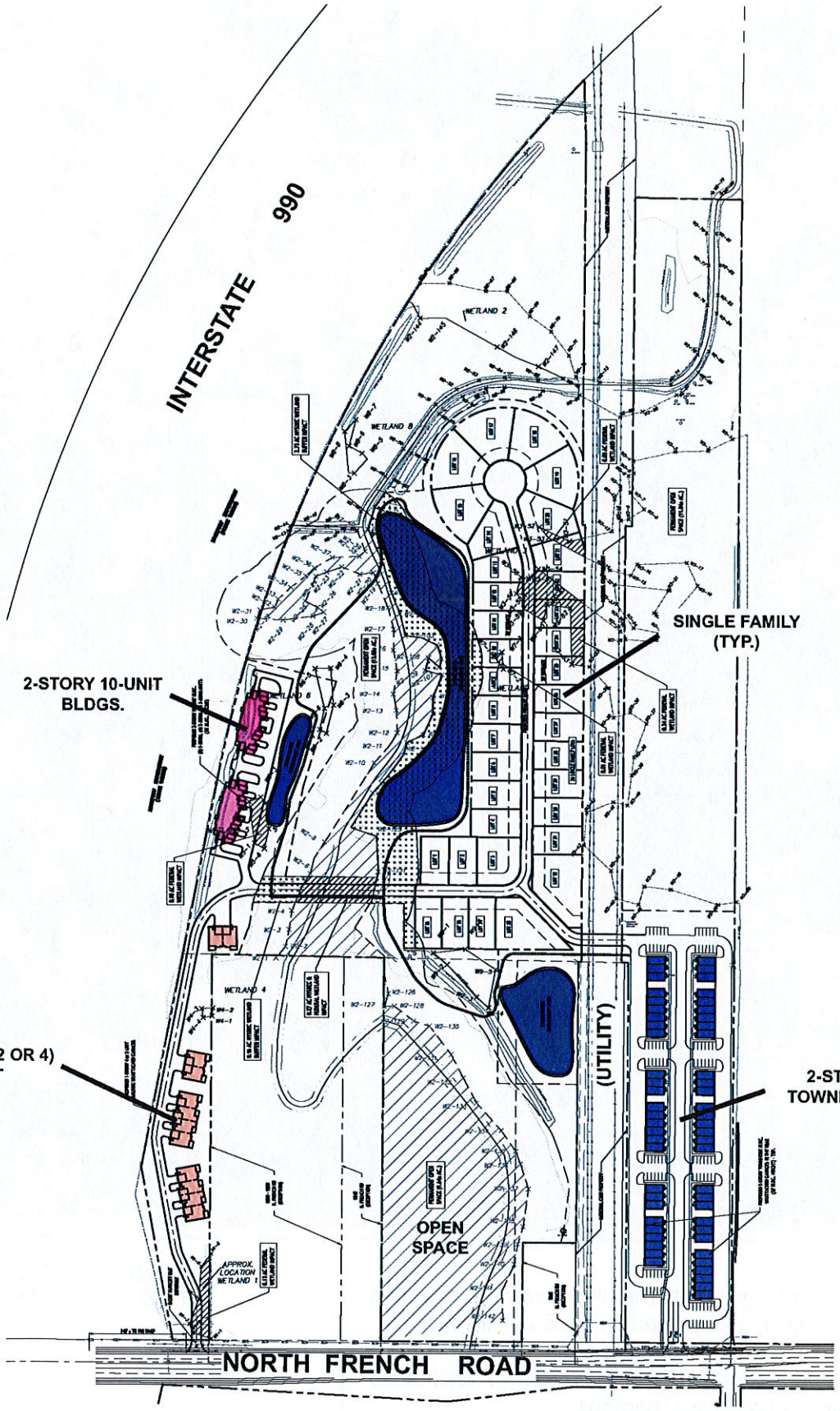


BCPA-2024-02
Request to Amend Figure 6 of the Bicentennial Comprehensive Plan from "Recreation, Open Space & Greenways" to "Medium Residential" for 62± of Land
Property Located at 1790, 1860 & 1920 North French Road and 999 Campbell Boulevard (portion)
SBLC Development Corporation, Petitioner
November 21, 2024

1790, 1860 & 1920 North French Road and 999 Campbell Boulevard (portion)
NYSDEC Regulated Wetland
US Fish & Wildlife Wetland
Area of Interest

Prepared by the Town of Amherst Planning Department

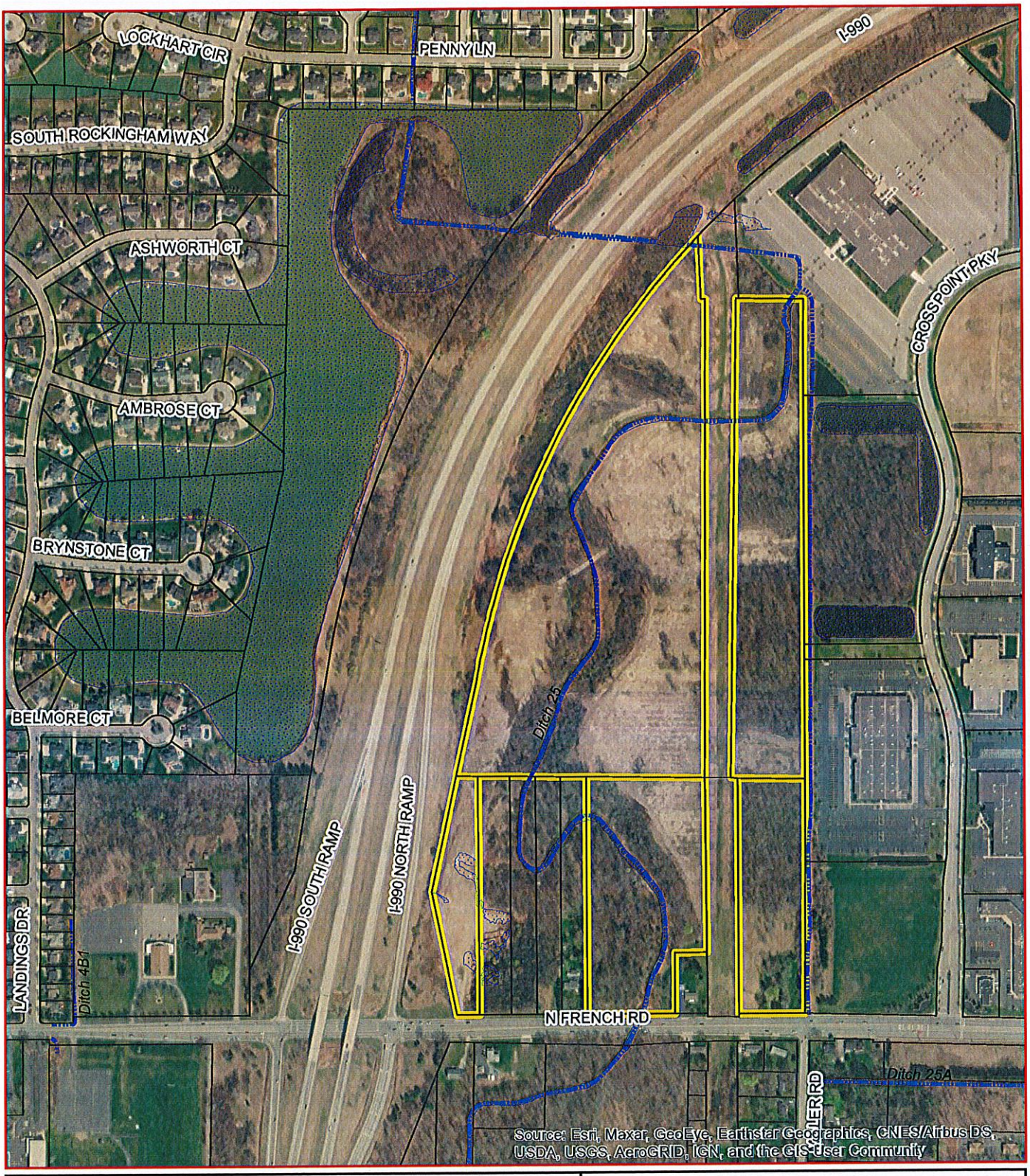
Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard



CONCEPT PLAN

BCPA-2024-02
1790, 1860 & 1920 North French Road &
999 Campbell Boulevard (portion)
9/12/2024

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard



BCPA-2024-02
Request to Amend Figure 6 of the Bicentennial Comprehensive Plan from "Recreation, Open Space & Greenways" to "Medium Residential" for 62± of Land
Property Located at 1790, 1860 & 1920 North French Road and 999 Campbell Boulevard (portion)
SBLC Development Corporation, Petitioner
November 21, 2024

1790, 1860 & 1920 North French Road and 999 Campbell Boulevard (portion)

Prepared by the Town of Amherst Planning Department

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Amherst

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

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

MEMORANDUM

TO: Scott Marshall, Principal Planner
FROM: Roberta Rappoccio, Associate Planner
DATE: October 10, 2024
SUBJECT: BCPA-2024-02 Bicentennial Comprehensive Plan Amendment Review

Proposed:	Amend Comprehensive Plan to change land from Recreation, Open Space & Greenways to Medium Residential
Property located at:	1790, 1860 & 1920 North French Road and 999 Campbell Boulevard (portion)
Plans received:	September 12, 2024

This is the second request for a change in land use for the subject parcels and this request is not significantly different from the original submission made on March 25, 2024 and subsequently denied by the Town Board at its meeting on July 22, 2024. The request is now to change the recommended land use from Recreation, Open Space & Greenways and Industrial Office to medium residential, which is inconsistent with the adopted Bicentennial Comprehensive Plan.

The subject request has been reviewed and staff made the following findings:

1. Amherst has little open, undeveloped land available south of North French Road, the historic dividing line between suburban and rural character. The Comprehensive Plan encourages redevelopment and infill development within established residential and commercial areas as opposed to extending suburban development on to open lands in northern Amherst.

2. The Conceptual Land Use Plan (Figure 6), purposes Industrial-Office uses for a portion of the area. As stated in Section 3.3.4 of the Plan, the desirable site characteristics for the location of industrial-office uses are: 1) access to major transportation routes; 2) away from residential neighborhoods; and 3) on large tracts of land that can be buffered from surrounding areas.

   The key characteristics of this project site are its proximity to large capacity transportation infrastructure and complementary land uses. The project site is adjacent to an interstate expressway (I-990) and a minor arterial (North French Road) and is one of only two large, undeveloped area remaining that is best suited and situated for research and development/warehousing and industrial uses.

3. The proposed development site is an undeveloped, 62.03 acre parcel that contains natural resource constraints impeding its desirability until now. A recent wetland delineation indicated one significant wetland area (Wetland TE-18) approximately 7.5 acres in the center of the property that is under the jurisdiction of the NYSDEC. The proposed concept design shows some impacts will also occur within the regulated 100-foot buffer area of Wetland TE-18.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

4. The Town, along with its consultant, RKG, completed a Strategic Economic Development Plan in 2023. The Plan presents a focused effort to meet defined and evolving economic development goals consistent with the community's comprehensive plan and other town plans/goals. This Plan designated the Cross Point area as one of nine "Opportunity Sites" within the town to be prepared to "adapt to shifts in the [commercial] marketplace." The Plan notes typical suburban office parks have "fallen out of favor" and the Cross Point Business Park location and inaccessibility to amenities may reduce demand for office uses in the long term. Regional demand for warehousing space due to high volume ecommerce spending however, is an ideal strategy for this area. "The site's frontage to I-990 offers a viable development and market opportunity for warehouse/distribution facilities." (p. 28).

5. North French Road is a minor arterial roadway at this location, characterized as Suburban in Section 6-1 of the Comprehensive Plan. The proposed site is ideally located for warehousing distribution and/or research and development uses with excellent accessibility to North French Road with direct connections to the I-990 expressway, Millersport Highway (a major arterial) and Campbell Boulevard. This location is ideal for higher volume, higher speed trips that serve daily distribution and commuter traffic within and between metropolitan areas.

6. The proposed amendment proposes a traditional suburban development that maximizes building density on vacant, undeveloped land. The proposed development does not advance redevelopment actions or revitalization of existing neighborhoods. The proposed project does not decrease the potential impacts of development on sensitive lands or promote housing affordability as stated in Section 8.3 of the Plan. This proposed development at this location does not fulfill the objectives or goals of the Housing and Neighborhoods section of the Plan.

3.0 Land Use and Development

The properties to be developed are bounded on the north and west by the I-990 expressway, and on the south by North French Road. The Conceptual Land Use Plan (Figure 6) in the Town's Comprehensive Plan identifies much of this area as Recreation, Open Space & Greenways (Green) recognizing areas of New York State designated wetlands present here and with a remaining portion as industrial office. Property to the east is proposed as Industrial-Office (Gray) that includes the Cross Point Business Park, and a designated Suburban Corridor (mixed-use) commercial center as shown in Figure 6A. The intent of the Land Use Plan for this area is to provide opportunities to expand the light-industrial or distributive uses near the I-990 expressway on lands that are not designated wetlands or environmentally important. The location is ideally situated for this use as it is bordered by major highways and has direct access to the interstate highway system.

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

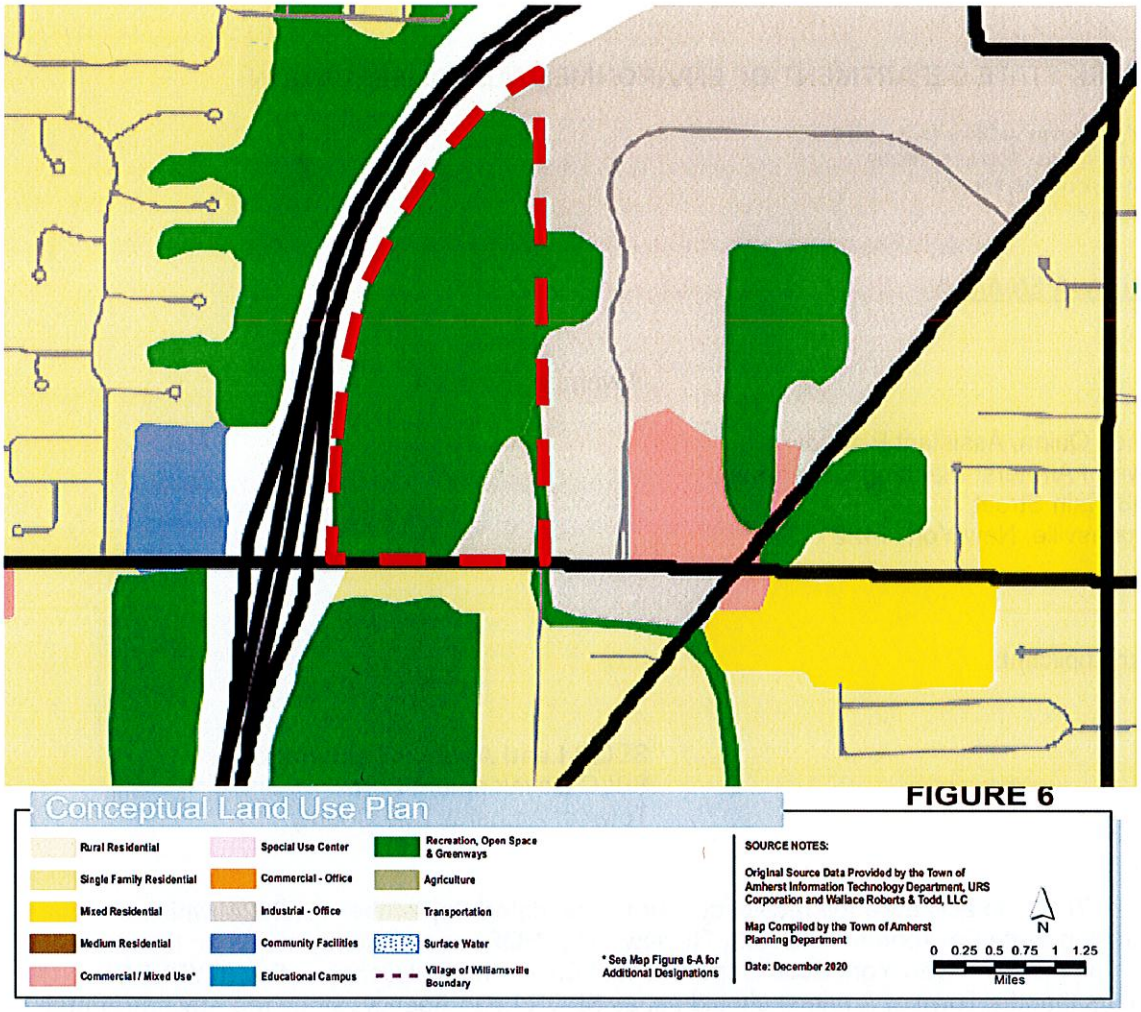


FIGURE 6

Recommendation

This request to amend the Comprehensive Plan from recreation - open space to medium residential land uses should be denied. The subject lands are well situated and suited for the uses proposed in the Plan. The Town has limited lands designated for industrial/office development and should not encourage their use for residential uses. The Plan recommends that new medium residential development be encouraged as redevelopment and revitalization in areas where services and infrastructure/transportation already exists. This location in North Amherst should remain designated for recreation/open space or industrial office to assure retention of its valued environmental features, and recognize its close proximity to existing compatible land uses and highly accessible transportation corridors.

Should you have questions regarding this review, please contact Roberta Rappoccio, Associate Planner at rrappoccio@amherst.ny.us.

This is a review only and does not constitute approval of the Request for Amendment to the Bicentennial Comprehensive Plan. Final approval or denial will occur after Town Board action on the request.

DH/RR/KA
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2024\BCPA-2024-01_(1790_1860_&_1920_North_French_Rd)_2024\BCPA_2024-01_Long Range Review_040824.doc
cc: Sean W. Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC, 5500 Main Street, Suite 343, Williamsville, NY 14221

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

BCPA - 2024-02

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9
700 Delaware Avenue, Buffalo, NY 14209
P: (716) 851-7165 | F: (716) 851-7168
www.dec.ny.gov

SENT VIA EMAIL

November 22, 2024

James Quinn, Assistant Planner
Town of Amherst Planning Department
5583 Main Street
Williamsville, New York 14221

Dear Applicant:

SEQR Lead Agency Designation
SBLC Development Corp
Town of Amherst, Erie County

This is to acknowledge receipt of your notice, dated September 13, 2024, which requested State Environmental Quality Review Act (SEQR) Lead Agency status for the above-noted project. The New York State Department of Environmental Conservation (NYSDEC) concurs that the Town of Amherst should act as SEQR Lead Agency, since the environmental impacts of the proposal are primarily of local significance. However, please be aware of the following:

1. The proposed project involves disturbance of NYS-regulated freshwater wetland TE-18 and TE-19 (Class 2) and its regulated 100-foot adjacent area and a Freshwater Wetlands Permit (Article 24 of the Environmental Conservation Law) will be required from NYSDEC. An Article 24 permit application is currently under review with NYSDEC for this project.

2. The project area may include federally regulated wetlands based on a review of the National Wetlands Inventory wetland mapping. The project sponsor should consult with the United States Army Corps of Engineers (USACE), telephone: 716/879-4330, concerning USACE regulatory jurisdiction to determine if the project will impact federally regulated wetlands or require any other approval from that agency. If federal wetlands are involved, USACE may require the project sponsor to obtain a Section 401 Water Quality Certification (WQC) from NYSDEC. More information related to this requirement can be found on NYSDEC's website at https://dec.ny.gov/regulatory/permits-licenses/waterways-coastlines-wetlands/protection-of-waters-program#Water_Quality_Certification.

3. A tributary of Tonawanda Creek Creek is located on the project site and has a Class and Standard of "C" (not regulated). Therefore, pursuant to the provisions of Article 15, Title 5 (Protection of Water) of the NYS Environmental Conservation Law, no Protection of Waters Permit will be required for the proposed project. However, please be aware that project activities (either directly or indirectly) cannot cause contravention of water quality standards. Therefore, appropriate soil and erosion control measures must be utilized during and after project construction to prevent contravention of water quality.

4. Since project activities will involve land disturbance of 1 acre or more, the project sponsor, owner or operator is required to obtain a State Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity (GP-0-20-001). This General Permit requires the project sponsor, owner or operator to control stormwater runoff according to a Stormwater Pollution Prevention Plan (SWPPP), which is to be prepared prior to filing a Notice of Intent (NOI) and prior to commencement of the project. More information on General Permit GP-0-20-001, as well as information on how to electronically submit the eNOI form, is available on the NYSDEC's website at www.dec.ny.gov/chemical/43133.html. Information on permitting requirements and preparation of a necessary Stormwater Pollution Prevention Plan (SWPPP) is available on the NYSDEC's website at www.dec.ny.gov/chemical/8468.html.

   The Town of Amherst is designated as an MS4 community. The project sponsor, owner or operator of a construction activity that is subject to the requirements of regulated, traditional land use control MS4 shall have their SWPPP reviewed and accepted by the MS4 community. The "MS4 SWPPP Acceptance" form must be signed by the principal executive officer or ranking elected official from the MS4 community, or by a duly authorized representative of that person, and submitted along with the eNOI to receive NYSDEC approval before construction commences.

5. This proposed project is a Sanitary Sewer Extension or requires a sanitary sewer connection that is designed to convey 2,500 gallons/day or more of municipal sewage that is defined as a Sanitary Sewer Extension, and therefore requires sewer extension approval by the Erie County Health Department, 503 Kensington Avenue, Buffalo, New York 14214, telephone: 716/961-6800, which acts as our agent.

   A detailed Downstream Sewer Capacity Analysis must be performed and submitted for the project as part of the Project's Engineering Report. Recent wet weather flow monitoring data and proposed new development flow should be analyzed relative to theoretical capacity at key nodes in the downstream sewer system and at pump stations (if any) to determine if capacity exists.
   Recent wet weather system flow data can consist of:
   - Comprehensive information from recent Sanitary Sewer System Evaluation Studies, or
   - Wet weather data collected at (minimum of 3) key downstream nodes specified by the municipality.
     - This dated information can consist of instantaneous flow measurements or continuous flow or sewer depth measurements obtained during significant wet weather events, preferably during high groundwater conditions. Peak

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

sewer flow recording methods are an acceptable method to collect this information.

- Depth or flow measurements should continue until a significant wet weather event occurs, but would not have to extend beyond three months. A significant wet weather event is considered to be a daily rainfall amount of ½" or greater.

The Downstream Sewer Capacity Analysis must also contain a narrative and a detailed map showing the downstream routing of sewers from the proposed project site to the Wastewater Treatment Plant. Line sizes, theoretical capacity and pump stations must be identified and included in the analysis.

This Downstream Sewer Capacity Analysis, as well as any required infiltration and inflow (I/I) rehabilitation offset work at a 4:1 ratio, should be part of the Project's Engineering Report. These items must be received as part of a complete sanitary sewer extension plan submission. The Town of Amherst shall coordinate the information contained in this submission. If adequate capacity is not available, the sewer extension will not be approved until an acceptable remediation plan is developed.

The above guidance will help in the preparation of a complete Sewer Extension submission, which will facilitate our review. If you have any questions or require additional information, please contact our office (Division of Water, telephone: 716/851-7070) or the Erie County Health Department.

If you have any questions, please feel free to contact Kristine Carlson at 716/851-7165 or Kristine.Carlson@dec.ny.gov.

Sincerely,

Lisa M. Czechowicz

Lisa M. Czechowicz
Regional Permit Administrator

MOG

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

Amherst

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

RECEIVED
SEP 13 2024
TOWN OF AMHERST
BUILDING DEPT

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

September 13, 2024

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Bryan Parnell, Fire Chiefs' Association
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Joseph Buffamonte, SEQR Coordinator, NYSDOT
David Denk, NYSDEC Region 9 Permits Office
Williamsville School District
ECDPW – Highway

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND FIGURE 6 OF THE BICENTENNIAL COMPREHENSIVE PLAN FROM "RECREATION, OPEN SPACE & GREENWAYS" TO "MEDIUM RESIDENTIAL" FOR 62± ACRES OF LAND, **BCPA-2024-02**; PROPERTY LOCATED AT **1790, 1860 & 1920 NORTH FRENCH ROAD & 999 CAMPBELL BOULEVARD (PORTION)**. SBLC DEVELOPMENT CORPORATION, PETITIONER.

REVIEW:

☒ No concerns with request

☐ The following additional information is required to complete review: _____

☐ Request is not reviewable because: _____

☐ General comments relative to your agency's interests: _____

Please provide comments by **October 7, 2024**

Please call the Planning Department contact above if additional information is required (631-7051).

Reviewed by (print name): Douglas Gesel

Signature: Douglas Gesel **Date:** 9/27/24

SM/JQ/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2024\BCPA-2024-02_(1790_1860_1920_N_French_&_999_Campbell_Blvd)_2024\BCPA-2024-02_Transmittal_091224.doc

cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Anthony Pandolfe, Carmina Wood Design, 487 Main Street #500, Buffalo, NY 14203
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Fred Cimato, Cimato & Sons, 9920 Transit Rd., E. Amherst, NY 14051
Elliot Lasky, PO Box 1454, Williamsville, NY 14221

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

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

September 13, 2024

RECEIVED
DEC 26 2024
TOWN OF AMHERST
PLANNING DEPT.

RECEIVED
SEP 16 2024
TOWN ATTORNEY

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Bryan Parnell, Fire Chiefs' Association
Ann Domopoulos ~~Glora Robshaw~~, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Joseph Buffamonte, SEQR Coordinator, NYSDOT
David Denk, NYSDEC Region 9 Permits Office
Williamsville School District
ECDPW – Highway

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND FIGURE 6 OF THE BICENTENNIAL COMPREHENSIVE PLAN FROM "RECREATION, OPEN SPACE & GREENWAYS" TO "MEDIUM RESIDENTIAL" FOR 62± ACRES OF LAND, **BCPA-2024-02**; PROPERTY LOCATED AT **1790, 1860 & 1920 NORTH FRENCH ROAD & 999 CAMPBELL BOULEVARD (PORTION)**. SBLC DEVELOPMENT CORPORATION, PETITIONER.

REVIEW:

☒ No concerns with request

☐ The following additional information is required to complete review: _____

☐ Request is not reviewable because: _____

☒ General comments relative to your agency's interests: That no incumberances be made to the Town Ditch running thru this property.

Please provide comments by **October 7, 2024**

Please call the Planning Department contact above if additional information is required (631-7051).

Reviewed by (print name): Ann Domopoulos

Signature: _____ **Date:** 12/17/24

SM/JQ/ac
X:\Current_Planning\Files\Bicentennial Comp Plan Amends\2024\BCPA-2024-02_(1790_1860_1920_N_French_&_999_Campbell_Blvd)_2024\BCPA-2024-02_Transmittal_091224.doc

cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Anthony Pandolfe, Camnina Wood Design, 487 Main Street #500, Buffalo, NY 14203
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Fred Cimato, Cimato & Sons, 9920 Transit Rd., E. Amherst, NY 14051
Elliot Lasky, PO Box 1454, Williamsville, NY 14221

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

TOWN OF AMHERST
ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038

Emily A. Murphy
Assessor
emurphy@amherst.ny.us

MEMORANDUM

TO: Daniel Ulatowski, AICP, Associate Planning Director
Douglas Gesel, Supervising Code Enforcement Officer
Jeff Burroughs, Town Engineer
Scott Marshall, Principle Planner

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: September 18, 2024

SUBJECT: Request to amend Figure 6 of the Bicentennial Comprehensive Plan from "Recreation, Open Space & Greenways" to "Medium Residential" for 62± acres of land **BCPA-2024-02**
Property Location: 1790,1860, & 1920 N French Rd & 999 Campbell Blvd (portion)
Petitioner: SBLC Development Corporation

No concerns with request

cc: Sean Hopkins, 5500 Main St.,#500, Buffalo, NY 14221
Anthony Pandolfe, Carmina Wood Design, 487 Main St, Buffalo,NY 14203
Fred Cimato, Cimato & Sons, 9920 Transit Rd., E Amherst, NY 14051
Elliot Lasky, PO Box 1454, Williamsville, NY 14221

Attachment: BCPA-2024-02_TB letter packet_020325 (RES-2025-73 : 1790, 1860 & 1920 North French Road & Portion of 999 Campbell Boulevard

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29934 A **RESOLUTION 2025-74** **ADOPTED**

2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5292)

AGENDA ITEM : JANUARY 21st, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 15, 2025**

RE: **2025 Fire Protection District Contracts:**
***Fire Protection District No. 1 - Autumn Harvest (CRS#5280)**
***Fire Protection District No. 2 - Lamm Post (CRS#5281)**
***Fire Protection District No. 3 - Lehn Springs (CRS#5282)**
***Fire Protection District No. 4 - Mill Street (CRS#5283)**
***Fire Protection District No. 15 - Park Club (CRS#5284)**
***Fire Protection District No. 16 - Williamsville-Sheridan (CRS#5285)**
*** ***
Fire Protection District No. 9 - Ellicott Creek Volunteer Fire Company, Inc. (CRS#5287)
***Fire Protection District No. 11 - Getzville Fire Company, Inc. (CRS#5288)**
***Fire Protection District No. 14 – Main Transit Fire Department, Inc. (CRS#5289)**
***Fire Protection District No. 10 - North Amherst Fire (CRS#5290)**
***Fire Protection District No. 18 - North Bailey Fire Company, Inc. (CRS#5291)**
***Fire Protection District No. 13 - East Amherst Fire (CRS#5286)**

A Public Hearing is scheduled for this evening at 7:00 p.m. to approve the above-referenced Fire Protection Contracts for the 2025 calendar year.

After the Public Hearing has been deemed closed, kindly pass a resolution authorizing the Supervisor to execute each contract referenced above and attached hereto pending successful completion of the Contract Routing System (CRS).

Thank you.

SAA:nmb

Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments,* **Agenda Item – January 21, 2025**)

2/3/2025
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 7:01 PM.

Sam Alba, Interim Town Attorney, presented

The following residents spoke:
David Prisaznuk, 260 Schoelles Rd
Ron Lemmon, 690 Schoelles Rd
Matt Plunkett, 299 Northill Dr

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

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

FINANCIAL IMPACT:

As detailed in the attached budget, adopted for 2025 (F fund).

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

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 1 (2025)
AUTUMN HARVEST FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ___ day of January, 2025 and between the Town Board of the Town of Amherst, acting on behalf of Autumn Harvest Fire Protection District No.1, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Autumn Harvest Fire Protection District No.1, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2025AutumnHarvestFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel and apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2025AutumnHarvestFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2025 and including the 31st day of December, 2025. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the

Attachment: 2025AutumnHarvestFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

Second Part the sum of Fifty-Three Thousand Six Hundred Twenty-One Dollars and Fifty-Three Cents ($53,621.53).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2025 for the 2025 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2025AutumnHarvestFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

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

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Christine L. Hunt, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

Attachment: 2025AutumnHarvestFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Christine L. Hunt known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025AutumnHarvestFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph Doerfler, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025AutumnHarvestFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025AutumnHarvestFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

Attachment: 2025LammPostFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 2 (2025)
LAMM POST FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ___ day of January, 2025 and between the Town Board of the Town of Amherst, acting on behalf of Lamm Post Fire Protection District No.2, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Lamm Post Fire Protection District No.2, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2025LammPostFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2025LammPostFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2025 and including the 31st day of December, 2025. Pursuant to Volunteer Firefighter Benefits Law §30 (11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Twelve Cents ($0.12).

Attachment: 2025LammPostFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2025 for the 2025 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

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

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Christine L. Hunt, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

Attachment: 2025LammPostFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Christine L. Hunt, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025LammPostFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph Doerfler, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025LammPostFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025LammPostFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 3 (2025)
LEHN SPRINGS FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ___ day of January, 2025 and between the Town Board of the Town of Amherst, acting on behalf of Lehn Springs Fire Protection District No. 3, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Lehn Springs Fire Protection District No.3, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2025LehnSpringsFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2025LehnSpringsFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2025 and including the 31st day of December, 2025. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the

Attachment: 2025LehnSpringsFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

Second Part the sum of Twelve Thousand Six Hundred Ninety-One Dollars and Thirty-Nine Cents ($12,691.39).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2025 for the 2025 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2025LehnSpringsFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

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

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Christine L. Hunt, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

Attachment: 2025LehnSpringsFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Christine L. Hunt, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025LehnSpringsFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph Doerfler, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025LehnSpringsFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025LehnSpringsFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

Attachment: 2025MillStreetFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 4 (2025)
MILL STREET FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ___ day of January, 2025 and between the Town Board of the Town of Amherst, acting on behalf of Mill Street Fire Protection District No.4, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Mill Street Fire Protection District No.4, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2025MillStreetFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2025MillStreetFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2025 and including the 31st day of December, 2025. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue service as aforesaid, the Town of Amherst shall pay to the Party of the

Second Part the sum of Eleven Thousand Six-Hundred Twenty-One Dollars and Thirty Cents ($11,621.30).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2025 for the 2025 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2025MillStreetFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

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

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Christine L. Hunt, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

Attachment: 2025MillStreetFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Christine L. Hunt known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025MillStreetFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph Doerfler, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025MillStreetFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025MillStreetFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

Attachment: 2025ParkClubFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 15 (2025)
PARK CLUB FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ____ day of January, 2025 and between the Town Board of the Town of Amherst, acting on behalf of Park Club Fire Protection District No.15, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Park Club Fire Protection District No.15, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2025ParkClubFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2025ParkClubFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2025 and including the 31st day of December, 2025. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue service as aforesaid, the Town of Amherst shall pay to the Party of the

Second Part the sum of Thirty-Three Thousand Four Hundred Forty-One Dollars and Thirty-Two Cents ($33,441.32).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2025 for the 2025 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2025ParkClubFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

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

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Christine L. Hunt, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

Attachment: 2025ParkClubFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Christine L. Hunt, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025ParkClubFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph Doerfler, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025ParkClubFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025ParkClubFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

Attachment: 2025WilliamsvilleSheridanFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 16 (2025)
WILLIAMSVILLE-SHERIDAN FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ___ day of January 21, 2025 and between the Town Board of the Town of Amherst, acting on behalf of Williamsville-Sheridan Fire Protection District No.16, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Williamsville-Sheridan Fire Protection District No.16, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2025WilliamsvilleSheridanFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2025WilliamsvilleSheridanFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection, with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2025 and including the 31st day of December, 2025. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Two Hundred Seventy-Two Thousand Three Hundred Eighty-Two Dollars and Six Cents ($272,382.06).

Attachment: 2025WilliamsvilleSheridanFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2025 for the 2025 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

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

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Christine L. Hunt, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

Attachment: 2025WilliamsvilleSheridanFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Christine L. Hunt, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025WilliamsvilleSheridanFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

Attachment: 2025WilliamsvilleSheridanFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joseph Doerfler, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025WilliamsvilleSheridanFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

CERTIFICATE OF LIABILITY INSURANCE

DATE (M) 05/22/2024

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

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

PRODUCER Arthur J Gallagher Risk Management Services 6460 Main Street Williamsville NY 14221	**CONTACT NAME:** Christopher Ross **PHONE (A/C, No, Ext):** (716) 549-3500 **FAX (A/C, No):** (716) 926-8690 **E-MAIL ADDRESS:** Christopher_Ross@ajg.com
INSURED Village Of Williamsville 5565 Main Street Williamsville NY 14221	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** New York Municipal Ins. Reciprocal **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		MPLVWLVL00001	06/01/2024	06/01/2025	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 $ 50,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MCAVWLVL00001	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			MECVWLVL00001	06/01/2024	06/01/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 20,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

The certificate holder is included as an additional insured on the General Liability, as required per written and executed contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ian K Whitlow

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Attachment: COI 24-25 (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5291))

Additional Named Insureds

Other Named Insureds	
Hutchinson Hose Company	Additional Named Insured
Williamsville Fire Dept	Additional Named Insured

Attachment: COI 24-25 (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5291))

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TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES

DISTRICT NO. 9 (2025)
ELLICOTT CREEK VOLUNTEER FIRE CO., INC.

THIS AGREEMENT, made this ____ day of January, 2025, by and between the Town Board of the Town of Amherst, acting on behalf of the Ellicott Creek Fire Protection District No. 9, Party of the First Part, and the Ellicott Creek Volunteer Fire Co., Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did heretobefore establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Ellicott Creek Volunteer Fire Co., Inc., Fire Protection District No. 9, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 30th day of July, 1956, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Ellicott Creek Volunteer Fire Co., Inc., and the Ellicott Creek Emergency Rescue and First Aid Squad, as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2025EllicottCreekFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of Ellicott Creek Volunteer Fire Co., Inc., duly

Attachment: 2025EllicottCreekFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

constituted pursuant to the provision of Section 209-B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2025 and including the 31st day of December, 2025. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Seven Hundred Forty Thousand Six Hundred Thirty-Seven Dollars and Twenty-One Cents ($740,637.21).

Attachment: 2025EllicottCreekFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2025 for the 2025 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

Attachment: 2025EllicottCreekFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

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

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

ELLICOTT CREEK VOLUNTEER FIRE COMPANY, INC.

BY: _____
Wendy Tremblett, President

Attachment: 2025EllicottCreekFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Wendy Tremblett, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025EllicottCreekFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025EllicottCreekFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

7.2.i

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/28/2024

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

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

PRODUCER Moses Insurance Group 5475 Main Street Williamsville, NY 14221 License #: 683766	CONTACT NAME: Steve Huefner PHONE (A/C, No, Ext): (716)634-1212 FAX (A/C, No): (716)634-1230 E-MAIL ADDRESS: shuefner@mosesinsurance.com
INSURED Ellicott Creek Vol. Fire Co.* Dan DeMeester 45 South Ellicott Creek Rd Amherst, NY 14228	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Glatfelter Ins Group INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 00002835-1152886 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		VFNU-TR-0008863-04	04/12/2024	04/12/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,0 $ 100,000. $ 5,0 $ 1,000,0 $ 10,000,0 $ 10,000,0
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			VFNU-TR-0008863-04	04/12/2024	04/12/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,0 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			VFNU-TR-0008863-04	04/12/2024	04/12/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000. $ 4,000,0
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A				VFNU-TR-0008863-04	04/12/2024	04/12/2025	Real Prop	3,883,0

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

Certificate Holder is Included as additional insured per written and executed contract per general liability form VGL101.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Robert A Moses

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Attachment: COIEllCrk24.25-05062024103813 (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5291))

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES

DISTRICT NO. 11 (2025)
GETZVILLE FIRE COMPANY, INC.

THIS AGREEMENT, made this _____ day of January, 2025, by and between the Town Board of the Town of Amherst, acting on behalf of the Getzville Fire Protection District No.11, Party of the First Part, and the Getzville Fire Company, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Getzville Fire Company, Inc., Fire Protection District No.11, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Getzville Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2025GetzvilleFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Getzville Fire Company, Inc. duly constituted

Attachment: 2025GetzvilleFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

pursuant to law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2025 and including the 31st day of December, 2025. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of One Million Four Hundred Fourteen Thousand One Hundred Seventy Dollars and Sixty-Three Cents ($1,414,170.63).

Attachment: 2025GetzvilleFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

Attachment: 2025GetzvilleFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2025 for the 2025 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

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

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

GETZVILLE FIRE COMPANY, INC.

BY: _____
Travis Smith, President

Attachment: 2025GetzvilleFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Travis Smith, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025GetzvilleFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025GetzvilleFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

Client#: 1706559 GETZVFIR

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	CONTACT NAME: Steven Sawn
USI Insurance Services LLC 12 Gill Street, #5500 Woburn, MA 01801 855 874-0123	PHONE (A/C, No, Ext): 877 396-3800 FAX (A/C, No): 877-775-0110 E-MAIL ADDRESS: Steve.Sawn@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pitts, PA	19445
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Getzville Fire Company Inc
PO Box 111
630 Dodge Road
Getzville, NY 14068

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 X OCCUR X Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			VFNUTR000840004	04/01/2024	04/01/2025	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 $1,000,000 $10,000 $1,000,000 $10,000,000 $10,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			VFNUTR000840004	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION $			VFNUTR000840004	04/01/2024	04/01/2025	EACH OCCURRENCE AGGREGATE $	$9,000,000 $18,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Business Property Auto Phys Damage			VFNUTR000840004 VFNUTR000840004	04/01/2024 04/01/2024	04/01/2025 04/01/2025	See limits Below See Coverage Below	

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

RE: Operations usual to the Named Insured.
Additional Insured coverage shown above and marked with an X apply only when such cove3rage is required by written contract and executed prior to a loss subject to the following policy endorsements:
GENERAL LIABILITY:
VGL 1010 01/20 Emergency Service Organization General Liability Coverage Form
(See Attached Descriptions)

CERTIFICATE HOLDER

Town of Amherst
30 South Cayuga Road, Suite 101
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: GETZVFIRE - Town of Amherst COI (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

DESCRIPTIONS (Continued from Page 1)

AUTOMOTIBLE LIABILITY:
AUNY25 10/20 Auto Liability Extension Endorsement Emergency SErvice OrganizationsNY
AUTOMOBILE PHYSICAL DAMAGE:
Comprehensive Deductible $250
Collision Deductible $250
Agreed Value - Vehicle Replacement
PROPERTY:
Location 1, 630 Dodge Rd, Getzville, NY
Building Limit $6,760,000
Business Personal Property Limit $1,560,000
Location 2, 1871 North Forest Rd, Williamsville, NY
Building Limit $1,670,220
Business Personal Property Limit $63,266
Replacement Cost Special From $500 Deductible

Attachment: GETZVFIRE - Town of Amherst COI (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

Attachment: 2025MainTransitFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION

DISTRICT NO. 14 (2025)
MAIN-TRANSIT FIRE DEPARTMENT, INC.

THIS AGREEMENT, made this ____ day of January, 2025, by and between the Town Board of the Town of Amherst, acting on behalf of the Main-Transit Fire Protection District No.14, Party of the First Part, and the Main-Transit Fire Department, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Main-Transit Fire Department, Inc., Fire Protection District No. 14, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Main-Transit Fire Department, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2025MainTransitFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of Main-Transit Fire Department, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law

shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services, with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2025 and including the 31st day of December, 2025. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Nine Hundred Fifty-Six Thousand Six Hundred Thirty-Eight Dollars and Thirty-Nine Cents ($956,638.39).

Attachment: 2025MainTransitFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

Attachment: 2025MainTransitFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency rescue and first aid squad equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2025 of the 2025 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2025MainTransitFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighter as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

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

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

MAIN-TRANSIT FIRE DEPARTMENT, INC.

BY: _____
Jeff Statchura, President

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Jeff Statchura, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025MainTransitFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025MainTransitFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 04/24/2024

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

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

PRODUCER Emerling, Floss, Murphy & Associates, LLC. 9092 Main Street Clarence NY 14031	**CONTACT NAME:** Karen Stucker-Leising **PHONE (A/C, No, Ext):** (716) 631-0190 **FAX (A/C, No):** (716) 631-0198 **E-MAIL ADDRESS:** kleising@emsinsurance.com
INSURED Main-Transit Fire Department, Inc. 6777 Main Street Williasmville NY 14221	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins. Co 19445 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2442414662 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		VFNU-TR-0012635-04	04/20/2024	04/20/2025	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		VFNU-TR-0012635-04	04/20/2024	04/20/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		VFNU-TR-0012635-04	04/20/2024	04/20/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

The Town of Amherst is included as an additional insured as required by writtten contract

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M. Floss

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Attachment: COIMainTransit.24-25 (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5291))

Policy Number
VFNU-TR-0012635-04/000

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured MAIN-TRANSIT FIRE DEPARTMENT, INC. Effective Date: 04-20-24
12:01 A.M., Standard Time

Agency Name VFIS

COMMON POLICY FORMS AND ENDORSEMENTS

89644	06-13	ECONOMIC SANCTIONS ENDORSEMENT
VCO300	01-20	COMMON POLICY CONDITIONS
125595	03-20	FEDERAL SHARE OF COMPENSATION UNDER TRIA
CG 21 70	01-15	CAP ON LOSSES FROM CERTIFIED ACTS OF TER
IL 09 52	01-15	CAP ON LOSSES FROM CERT ACTS/TERRORISM
VCONY1	01-20	NEW YORK CHANGES - CANCELLATION AND NONR
VCONY2	01-20	NEW YORK CHANGES - FRAUD

PROPERTY FORMS AND ENDORSEMENTS

VPR101	01-20	ESO PROPERTY COVERAGE FORM
VPR322	01-20	AMENDATORY ENDORSEMENT
VPR301	01-20	LOSS PAYABLE PROVISIONS
VPRNY1	01-20	NEW YORK CHANGES
VPRNY2	01-20	CRISIS INCIDENT RESPONSE COV NY

CRIME FORMS AND ENDORSEMENTS

VCR105	01-20	EMPLOYEE DISHONESTY COVERAGE FORM (COVER
VCR108	01-20	FORGERY AND ALTERATION COVERAGE FORM
VCR300	01-20	CRIME GENERAL PROVISIONS
VCRNY2	01-20	NEW YORK CHANGES - EMPLOYEE DISHONESTY
VCR109	01-20	ADDITIONAL COVERAGES COMPUTER AND FUNDS
VCR110	01-20	IDENTITY FRAUD EXPENSE COVERAGE FORM
VCR304	01-20	SPECIFIC EXCESS LIMIT OF INSURANCE - POS

PORTABLE EQUIPMENT FORMS AND ENDORSEMENTS

CP 00 90	07-88	COMMERCIAL PROPERTY CONDITIONS
PE1001	01-20	EMERGENCY SERVICE ORGANIZATION PORTABLE
PE1003	01-20	WATERCRAFT EXTENSION
PE1009	01-20	AMENDATORY ENDORSEMENT PORTABLE EQUIPMEN
PE1011	01-20	ADDITIONAL COVERAGE RACING VEHICLES
PE1012	01-20	UNMANNED AIRCRAFT EXTENSION
PENY01	01-20	NEW YORK CHANGES
PENY02	01-20	NEW YORK MUTUAL AID PORTABLE EQUIPMENT

AUTOMOBILE FORMS AND ENDORSEMENTS

AUNY18	01-20	NEW YORK AUTO PHYSICAL DAMAGE EXTENSION
AUNY25	01-21	NEW YORK AUTO LIABILITY EXTENSION ENDORS
AUNY34	01-20	AUTO PHYSICAL DAMAGE EXTENSION ENDORSEME
AU1002	01-20	AGREED VALUE ENDORSEMENT
AU1007	01-20	COMMANDEERED AUTO DEFINITION ENDORSEMENT
AUNY01	01-21	CARE, CUSTODY OR CONTROL EXCLUSION AMEND
AUNY03	01-21	NEW YORK AUTO LIABILITY EXTENSION ENDORS
CA 00 01	10-13	BUSINESS AUTO COVERAGE FORM
AUNY29	01-21	INCIDENTAL GARAGE OPERATIONS - NEW YORK
AUNY31	01-20	WAIVER OF GOVERNMENTAL IMMUNITY ENDORSEM
CA 01 12	12-15	NY CHNGS BUSINESS AUTO AND MOTOR CARRIER
CA 02 25	06-20	NEW YORK CHANGES - CANCELLATION
CA 04 20	08-14	NY-SUPPTL SPOUSAL BODILY INJURY LIAB COV
CA 31 07	11-18	NY SUPPLEMENTARY UM/UIM ENDT
CA 22 32	11-18	NY MANDATORY PIP ENDORSEMENT
CA 20 02	10-13	SOUND RECEIVING EQUIP COVG -FIRE, POLICE
CA 20 25	08-14	NEW YORK MUTUAL AID ENDORSEMENT
CA 99 03	10-13	AUTO MEDICAL PAYMENTS COVERAGE

Attachment: COIMainTransit.24-25 (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5291))

NEW YORK
AUTO PHYSICAL DAMAGE EXTENSION ENDORSEMENT

BUSINESS AUTO COVERAGE FORM

The following revisions are made to **SECTION III - PHYSICAL DAMAGE COVERAGE:**

TOWING

Coverage A.2., **Towing**, is replaced by the following:

For any “auto” listed in Item Three of the Auto Coverage Part Declarations for which a premium charge has been made for Comprehensive Coverage:

a. We will pay reasonable labor costs incurred to make necessary repairs to the "auto" so it can be driven from the scene of disablement. This labor must be performed at a scene of disablement other than your normal garaging location for such "auto"; or

b. We will pay for all reasonable towing costs incurred for towing the disabled "auto" from the scene of disablement to an appropriate repair facility. This includes the costs to tow the disabled "auto" to multiple facilities as necessary, prior to delivery to the final repair facility.

The most we will pay for each "auto" under this extension is $2,500.

GLASS BREAKAGE

Coverage A.3., **Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles**, is deleted and replaced by the following:

If you carry Comprehensive Coverage for the damaged covered “auto”, we will pay for the following under Comprehensive Coverage:

a. Full window glass breakage, without deductible;
b. “Loss” caused by hitting a bird or animal; and
c. “Loss” caused by falling objects or missiles.

DEDUCTIBLE WAIVER

The following is added to paragraph **D. Deductible**:

If a "loss" covered under this policy also involves a "loss" under an Emergency Service Organization Portable Equipment, Inland Marine or Property coverage part issued by us, only one deductible, the largest, will be applied. No less than $100 of the aforementioned deductible will be applied to each private passenger vehicle involved in such "loss". The deductible under the other coverage parts will be waived.

Attachment: COIMainTransit.24-25 (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5291))

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

NEW YORK
AUTO LIABILITY EXTENSION ENDORSEMENT
EMERGENCY SERVICE ORGANIZATIONS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. The following revisions are made to **Section II – Covered Autos Liability Coverage** and **Section IV - Business Auto Conditions:**

VOLUNTEERS, EMPLOYEES, AND ELECTED OR APPOINTED OFFICIALS AS INSUREDS - NON-OWNED AUTO LIABILITY COVERAGE - PRIMARY BASIS

a. **Coverage A.1., Who Is An Insured**, under **Section II – Covered Autos Liability Coverage** is modified by the addition of paragraphs **d., e.** and **f.**, as follows:

d. Any volunteer or “employee” of yours while using a covered "auto" you don't own, hire or borrow, while performing duties related to the conduct of your business. Anyone else who furnished that "auto" is also an "insured".

e. Your elected or appointed officials while using a covered “auto” you don't own, hire or borrow, while performing duties related to the conduct of your business. Anyone else who furnished that “auto” is also an “insured”.

f. Your commissioners of the commission, officers of the authorities, members of the board or agencies while using a covered “auto” you do not own, hire or borrow, but only while acting within the authority granted by you and only while performing duties related to the conduct of your business. Anyone else who furnished that "auto" is also an "insured".

b. The following paragraph is added to **B.5.**, **Other Insurance of Section IV - Business Auto Conditions:**

e. Notwithstanding condition **5.a**. and **5.d**. above, for any covered "auto" you don’t own, hire or borrow, which is being used by a person, commission, authority, board or agency as described under paragraph **d., e.** or **f.** of **Section II – Covered Autos Liability Coverage, Coverage A.1., Who Is An Insured**, this coverage form provides primary insurance with no consideration of or contribution from any other insurance for such "auto". However, for any covered “auto” which is being used by a person, commission, authority, board or agency as described under paragraph **d., e.** or **f.** of **Section II – Covered Autos Liability Coverage, Coverage A.1., Who Is An Insured**, and such “auto” is the owned, hired, or borrowed “auto” of another emergency service organization or public entity, this coverage form is excess over any other valid and collectible insurance.

OWNER OF TEMPORARY SUBSTITUTE AUTO AS AN INSURED - PRIMARY BASIS

c. **Coverage A.1., Who Is An Insured**, under **Section II – Covered Autos Liability Coverage** is modified by the addition of paragraph **g.**, as follows:

g. The owner or anyone else from whom you rent, lease or borrow a substitute "auto" is an "insured" but only for that covered "auto". The substitute must be for a similar scheduled "auto" which is out of normal use because of its breakdown, repair, servicing, loss or destruction.

Attachment: COIMainTransit.24-25 (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5291))

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d. The following paragraph is added to **B.5.**, **Other Insurance of Section IV - Business Auto Conditions:**

f. Notwithstanding condition **5.a.** and **5.d.** above, a substitute "auto" as described under paragraph **g.** of **Section II – Covered Autos Liability Coverage, Coverage A.1., Who Is An Insured,** is deemed a covered "auto" you own. This coverage form provides primary insurance with no consideration of or contribution from other insurance for such "auto".

OWNER OF COMMANDEERED AUTO AS AN INSURED - PRIMARY BASIS

e. **Coverage A.1., Who Is An Insured**, under **Section II – Covered Autos Liability Coverage** is modified by the addition of paragraph **h.**, as follows:

h. The owner of a "commandeered auto" is an "insured" while the "auto" is in your temporary care, custody or control and is being used as part of an "emergency situation".

f. The following paragraph is added to **B.5.**, **Other Insurance of Section IV - Business Auto Conditions:**

g. Notwithstanding condition **5.a**. and **5.d**. above, a “commandeered auto” is deemed a covered “auto” you own. This coverage form provides primary insurance with no consideration of or contribution from other insurance for such “auto”.

2. The following revisions are made to **Section II – Covered Autos Liability Coverage:**

ADDITIONAL INSURED - AUTOMATIC STATUS

a. **Coverage A.1., Who Is An Insured,** is modified by the addition of paragraph **i.,** as follows:

i. Any person or organization for whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional “insured” on your policy, but only to the extent that person or organization qualifies as an “insured” under **Coverage A.1., Who Is An Insured.**

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional “insured” whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance be primary in which case any other insurance available to the additional “insured” shall be considered excess and non-contributing.

ADDITIONAL EXPENSES YOU INCUR AT OUR REQUEST

b. **Coverage A.2.a.(4)**, **Coverage Extensions, Supplementary Payments,** is replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $300 a day because of time off from work.

EXPECTED OR INTENDED INJURY

c. **Exclusion B.1., Expected Or Intended Injury,** is replaced by the following:

“Bodily injury” or “property damage” expected or intended from the standpoint of the “insured”. This exclusion does not apply to expected or intended “bodily injury” or “property damage” resulting from actions taken to protect persons or property and arising out of the use of a covered “auto”.

BODILY INJURY TO VOLUNTEER EMERGENCY SERVICE PROVIDERS

d. **Exclusion B.4., Employee Indemnification And Employer's Liability**, is amended by the addition of paragraphs **c.** as follows:

c. Any volunteer, if you provide or are required to provide any benefits for such volunteer under any Workers' Compensation or disability benefits law or under any similar law.

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Attachment: COIMainTransit.24-25 (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5291))

Policy Number
VFNU-TR-0012635-04/000

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured MAIN-TRANSIT FIRE DEPARTMENT, INC. Effective Date: 04-20-24
12:01 A.M., Standard Time

Agency Name VFIS

GENERAL LIABILITY FORMS AND ENDORSEMENTS

VGL101	01-20	EMERGENCY SERVICE ORGANIZATION GENERAL L
VGL212	01-20	EXCLUSION ELECTRONIC INFORMATION SECURIT
VGL213	03-21	AMENDMENT TO POLLUTION EXCLUSION
VGL303	01-20	MOTORIZED EVENTS
VGL320	01-20	UNMANNED AIRCRAFT COVERAGE
VGLNY1	01-20	NEW YORK CHANGES
VGLNY10	01-20	MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICL
VGLNY5	01-20	NEW YORK AMENDMENT - LIMITS OF INSURANCE

MANAGEMENT LIABILITY FORMS AND ENDORSEMENTS

VML101	01-20	EMERGENCY SERVICE ORGANIZATION MANAGEMEN
VMLNY1	01-20	NEW YORK CHANGES
VMLNY12	01-20	AMENDATORY ENDORSEMENT MANAGEMENT LIABIL
VMLNY3	01-20	NEW YORK DISCLOSURE FORM CLAIMS MADE COV
VMLNY4	01-20	EXTENDED REPORTING PERIODS - NEW YORK
VMLNY5	01-20	NEW YORK TRANSFER OF DUTIES
VMLNY6	01-20	NEW YORK AMENDMENT - LIMITS OF INSURANCE
VMLNY7	01-20	NEW YORK CHANGES
VMLNY8	01-20	CYBER LIABILITY AND PRIVACY CRISIS MANAG

EXCESS FORMS AND ENDORSEMENTS

CX0001	04-13	COMMERCIAL EXCESS LIABILITY COVRG FORM
CX0114	01-14	NEW YORK CHANGES
CX0115	01-11	NY CHANGES-TRNFR DUTIES WHEN LMT USED UP
CX0233	06-20	NEW YORK CHANGES - CANCELLATION AND NONR
CX2101	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDO
CXE0112	01-20	PER LOCATION AGGREGATE LIMIT OF INSURANC
CXE0172	01-20	FIREWORKS OR PYROTECHNICS EXCLUSION
CXE0279	01-20	SUBLIMITED COVERAGES ENDORSEMENT
CXE0286	01-20	ERISA EXCLUSION
CXEG0287	01-20	EMERGENCY SERVICE ORGANIZATION AMENDATOR
CXEG0297	01-20	OTHER VALID AND COLLECTIBLE INSURANCE AM
CXEG0329	01-20	UNMANNED AIRCRAFT LIABILITY COVERAGE SUB
CXENY1101	01-22	NEW YORK UNDERLYING CLAIMS-MADE COVERAGE
CXENY1144	01-20	PRODUCTS-COMPLETED OPERATIONS AGGREGATE
CX2130	01-15	CAP ON LOSSES FROM CERTFD ACTS OF TERROR

POLICYHOLDER NOTICES

118477	03-15	POLICYHOLDER NOTICE - TAXES, ASSESSMENTS
91222	09-16	POLICYHOLDER NOTICE
AGLC105774	01-22	AIG PRIVACY NOTICE

Attachment: COIMainTransit.24-25 (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5291))

Attachment: COIMainTransit.24-25 (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5291))

EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION II. WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V. DEFINITIONS.**

SECTION I. COVERAGES

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
   (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
   (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D.**

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C**.

b. This insurance applies to "bodily injury" and "property damage" only if:
   (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
   (2) The "bodily injury" or "property damage" occurs during the policy period; and
   (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II. WHO IS AN INSURED

1. If you are:
   a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
   b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
   c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.

2. In addition to you, each of the following is an insured:
   a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
   b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
   c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
   d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an “auto” is an insured while the equipment is in your temporary care, custody or control and is being used as part of an “emergency operation”.
   e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
   f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an “insured contract”, if agreed to by you prior to the “bodily injury”, “property damage”, “personal and advertising injury”, or “medical incident”, but only with respect to liability arising out of your premises or operations.

3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to “property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

Attachment: COIMainTransit.24-25 (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5291))

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TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION

DISTRICT NO. 10 (2025)
NORTH AMHERST FIRE COMPANY, INC.

THIS AGREEMENT, made this ____ day of January, 2025, by and between the Town Board of the Town of Amherst, acting on behalf of the North Amherst Fire Protection District No.10, Party of the First Part, and the North Amherst Fire Company, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did heretobefore establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the North Amherst Fire Company, Inc., Fire Protection District No.10, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the North Amherst Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2025NorthAmherstFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency rescue and first aid services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer, or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the North Amherst Fire Company, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law

Attachment: 2025NorthAmherstFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and/or the saving of lives and property.

SECOND: The Party of the Second Part shall further provide general ambulance service subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency rescue and first aid apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection, with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2025 and including the 31st day of December, 2025. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency rescue and first aid service as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of One Hundred Fifty-Six Thousand Sixty-One Dollars ($156,061.00).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency rescue and first aid squad equipment insured against liability arising out

Attachment: 2025NorthAmherstFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2025 for the 2025 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

Attachment: 2025NorthAmherstFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

Attachment: 2025NorthAmherstFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

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

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

NORTH AMHERST FIRE COMPANY, INC.

BY: _____
Joel Smith, President

STATE OF NEW YORK)
COUNTY OF ERIE)ss:
VILLAGE OF WILLIAMSVILLE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Joel Smith, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025NorthAmherstFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025NorthAmherstFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 03/06/2024

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

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

PRODUCER	CONTACT NAME: Kevin Neubeck
Arthur J Gallagher Risk Management Services	PHONE (A/C, No, Ext): (716) 549-3500 FAX (A/C, No): (716) 926-8690
6460 Main Street	E-MAIL ADDRESS: Kevin_Neubeck@ajg.com
Williamsville NY 14221	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A : Utica National Ins. of Ohio 13998
INSURED	INSURER B :
North Amherst Fire Co	INSURER C :
2200 Tonawanda Creek Rd	INSURER D :
	INSURER E :
Amherst NY 14228	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CPP1319228	03/01/2024	03/01/2025	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5123126	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Additional PIP	$ 1,000,000 $ $ $ $ 100,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CULP1319229	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

The certificate holder is included as an additional insured on the General Liability, as required per written and executed contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ian K Whitlow

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Attachment: COINorthAmherst.24.25 (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5291))

Attachment: 2025NorthBaileyFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES

DISTRICT NO. 18 (2025)
NORTH BAILEY FIRE CO., INC.

THIS AGREEMENT, made this ___ day of January, 2025, by and between the Town Board of the Town of Amherst, acting on behalf of the North Bailey Fire Protection District No.18, Party of the First Part, and the North Bailey Fire Co., Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the North Bailey Fire Company, Inc., Fire Protection District No.18, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the North Bailey Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2025NorthBaileyFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of North Bailey Fire Company, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law shall

proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2025 and including the 31st day of December, 2025. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Three Hundred Thousand Four Hundred One Dollars and Forty-Six Cents ($300,401.46).

Attachment: 2025NorthBaileyFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

Attachment: 2025NorthBaileyFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2025 for the 2025 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2025NorthBaileyFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

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

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

NORTH BAILEY FIRE COMPANY, INC.

BY: _____
William Richter, President

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared William Richter, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025NorthBaileyFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025NorthBaileyFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/10/2024

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

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

PRODUCER Moses Insurance Group 5475 Main Street Williamsville, NY 14221 License #: 683766	CONTACT NAME: Steve Huefner PHONE (A/C, No, Ext): (716)634-1212 FAX (A/C, No): (716)634-1230 E-MAIL ADDRESS: shuefner@mosesinsurance.com
INSURED North Bailey Fire Co Inc Dave Humbert 966 Sweet Home Rd Amherst, NY 14226	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Glatfelter Ins Group INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 00005909-991753** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		VFNU-TR-0011500-04	06/01/2024	06/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000.00 $ 1,000,000.00 $ 10,000 $ 1,000,000.00 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			VFNU-CM-0011501-04/000	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000.00 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			VFNU-TR-0011500-04/000	05/25/2024	06/01/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

certfiicate holder is included as an additional insured per written and executed contract per general liability form VGL101

CERTIFICATE HOLDER

TOWN OF AMHERST
5583 MAIN ST
WILLIAMSVILLE, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Robert A. Moses (SJH)

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Attachment: COINorthBailey.24.25 (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5291))

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION

DISTRICT NO. 13 (2025)
EAST AMHERST FIRE DEPARTMENT, INC.

THIS AGREEMENT, made this ___ day of January, 2025 by and between the Town Board of the Town of Amherst, acting on behalf of the East Amherst Fire Protection District No. 13, Party of the First Part, and the East Amherst Fire Department, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did heretobefore establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the East Amherst Fire Department, Inc., Fire Protection District No.13, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the East Amherst Fire Department, Inc., and the East Amherst Emergency Rescue and First Aid Squad, as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2025EastAmherstFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency rescue and first aid services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer, doctor or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the so-called "Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firemen of the company of Emergency Rescue and First Aid

Attachment: 2025EastAmherstFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

Squad duly constituted pursuant to the provision of Section 209-B of the General Municipal Law shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and/or the saving of lives and property.

SECOND: The Party of the Second Part shall keep and maintain its fire and emergency rescue and first aid apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection, with the necessary volunteer firemen to operate the same in a competent and efficient manner.

THIRD: This contract shall remain in full force and effect from the 1st day of January, 2025 and including the 31st day of December, 2025. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FOURTH: In consideration of furnishing fire protection and emergency rescue and first aid service as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Seven Hundred Ninety-Seven Thousand Three Hundred Thirty-Three Dollars and Sixty-Eight Cents ($797,333.68).

FIFTH: The Party of the Second Part will keep its fire apparatus and emergency rescue and first aid squad equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds.

Attachment: 2025EastAmherstFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

Attachment: 2025EastAmherstFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

SIXTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer fireman or member of an emergency rescue and first aid of a fire patrol sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

SEVENTH: Payments under this contract shall be due and payable on the 1st day of March, 2025 for the 2025 calendar year.

EIGHTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

NINTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firemen as provided for by law.

TENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

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

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

EAST AMHERST FIRE DEPARTMENT, INC.

BY: _____
Ken Rusin, President

Attachment: 2025EastAmherstFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Ken Rusin, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025EastAmherstFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

STATE OF NEW YORK)ss.:
COUNTY OF ERIE)

On the _____day of _____ in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon whose behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: 2025EastAmherstFireProtectionContract (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-

CERTIFICATE OF LIABILITY INSURANCE

DATE (M) 05/16/2024

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

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

PRODUCER Emerling, Floss, Murphy & Associates, LLC. 9092 Main Street Clarence NY 14031	**CONTACT NAME:** Deborah DeLucia **PHONE (A/C, No, Ext):** (716) 631-0190 **FAX (A/C, No):** (716) 631-0198 **E-MAIL ADDRESS:** DDelucia@emsinsurance.com
INSURED East Amherst Fire Department, Inc 9100 Transit Road East Amherst NY 14051	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins. Co 19445 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2451614804 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			VFNU-TR-0011595	06/01/2024	06/01/2025	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			VFNU-CM-0011596	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Additional	$ 1,000,000 $ $ $ $ 100,000
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			VFNU-TR-0011595	06/01/2024	06/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Town of Amherst is listed as additional insured.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Attachment: COIEastAmherst.24-25 (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5291))

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Attachment: 2025FPDBudget-112520241109l2 (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5291))

Town of Amherst
Fire Protection & Fire Districts
2025 Supervisor's Budget

			Phone 4060	Pension Phone / WC Cancer Reimb	Hydrant 4070	Pension 4090	Contract 4110	Cancer Insurance 8055	Workers Comp 8040	Taxes 4190	Deficit 4000	Appropriated Fund Balance or Plus Deficit Fund Balance	Less Interest Income	Amount Amount to Raise in Taxes
Fire Protection														
	Autumn Harvest	2024	106.00		2,620.00	-	59,502.15		-	-	-	(1,000.00)	(48.26)	61,179.89
	F3001	2025	100.00		2,620.00	-	53,621.53		-	-	-	(900.00)	(12.00)	55,429.53
			(6.00)		-	-	(5,880.62)	-	-	-	-	100.00	36.26	(5,750.36)
	Lamm Post	2024	-		1,150.00	-	0.22		-	-	-	-	(2.06)	1,148.16
	F3002	2025	-		1,150.00	-	0.12		-	-	-	(25.00)	(0.63)	1,124.49
			-		-	-	(0.10)	-	-	-	-	(25.00)	1.43	(23.67)
	Lehn- Springs	2024	20.00		500.00	-	11,723.92		-	-	-	-	(13.87)	12,230.05
	F3003	2025	20.00		500.00	-	12,691.39		-	-	-	(300.00)	(3.55)	12,907.84
			-		-	-	967.47	-	-	-	-	(300.00)	10.32	677.79
	Mill	2024	20.00		680.00	-	10,948.87		-	-	-	-	(7.87)	11,641.00
	F3004	2025	20.00		680.00	-	11,621.30		-	-	-	(75.00)	(2.18)	12,244.12
			-	-	-	-	672.43	-	-	-	-	(75.00)	5.69	603.12
	Ellicott Creek	2024	1,100.00	(6,106.00)	48,000.00	167,930.83	719,065.25	3,861.31	10,600.00	3,561.09	-	-	(382.71)	947,629.77
	F3009	2025	1,000.00	(6,106.00)	48,000.00	169,722.00	740,637.21	3,788.52	10,600.00	27.48	-	(500.00)	(102.22)	967,066.99
			(100.00)	-	-	1,791.17	21,571.96	(72.79)	-	(3,533.61)	-	(500.00)	280.49	19,437.22
	North Amherst	2024	500.00		33,400.00	140,381.31	148,629.52	1,930.66	6,300.00	-	-	(1,000.00)	(144.53)	329,996.96
	F3010	2025	500.00		33,400.00	154,084.00	156,061.00	2,141.34	6,300.00	-	-	(1,400.00)	(42.54)	351,043.80
			-	-	-	13,702.69	7,431.48	210.68	-	-	-	(400.00)	101.99	21,046.84
	Getzville	2024	2,200.00		123,000.00	233,285.83	1,372,981.20	5,726.45	15,000.00	7,090.03	-	(3,900.00)	(741.48)	1,754,642.03
	F3011	2025	2,000.00		123,000.00	255,052.00	1,414,170.63	6,313.87	15,000.00	50.11	-	(2,900.00)	(201.58)	1,812,485.03
			(200.00)	-	-	21,766.17	41,189.43	587.42	-	(7,039.92)	-	1,000.00	539.90	57,843.00
	Swormville	2024	750.00	(2,282.28)	43,250.00	81,240.80	472,181.65	5,910.63	14,000.00	-	-	(1,900.00)	(276.76)	612,874.04
	F3012	2025	750.00	(2,465.22)	43,250.00	82,604.93	486,347.10	6,156.80	14,000.00	-	-	(200.00)	(66.14)	630,377.47
			-	(182.94)	-	1,364.13	14,165.45	246.17	-	-	-	1,700.00	210.62	17,503.43
	East Amherst	2024	2,100.00	(1,901.78)	77,750.00	91,643.13	774,110.37	5,346.43	9,800.00	-	-	(2,500.00)	(408.55)	955,939.60
	F3013	2025	1,100.00	(2,222.27)	77,750.00	104,981.19	797,333.68	5,929.86	9,800.00	1,217.61	-	(1,200.00)	(110.82)	994,579.25
			(1,000.00)	(320.49)	-	13,338.06	23,223.31	583.43	-	1,217.61	-	1,300.00	297.73	38,639.65
	Main-Transit	2024	2,100.00		76,100.00	190,809.58	928,775.14	9,849.11	15,000.00	3,767.10	-	(1,600.00)	(502.47)	1,224,298.46
	F3014	2025	2,000.00		76,100.00	198,899.00	956,638.39	10,925.98	15,000.00	177.98	-	(1,500.00)	(140.63)	1,258,100.72
			(100.00)	-	-	8,089.42	27,863.25	1,076.87	-	(3,589.12)	-	100.00	361.84	33,802.26
	Park Club	2024	75.00		5,100.00	-	43,166.29			-	-	-	(32.78)	48,308.51
	F3015	2025	75.00		5,100.00	-	33,441.32			-	-	(400.00)	(8.78)	38,207.54
			-	-	-	-	(9,724.97)	-	-	-	-	(400.00)	24.00	(10,100.97)
	Williamsville - Sheridan	2024	625.00	(18,114.98)	12,600.00	-	299,395.45	5,055.23	13,059.75	-	-	(4,300.00)	(223.56)	308,096.89
	F3016	2025	625.00	(16,662.03)	12,600.00	-	272,382.06	5,976.78	10,685.25	-	-	(500.00)	(40.58)	285,066.48
			-	1,452.95	-	-	(27,013.39)	921.55	(2,374.50)	-	-	3,800.00	182.98	(23,030.41)
	North Bailey	2024	2,100.00		7,850.00	202,626.57	291,651.90	4,681.04	8,500.00	806.28	-	(1,000.00)	(215.10)	517,000.69
	F3018	2025	750.00		7,850.00	217,336.00	300,401.46	5,192.45	8,500.00	-	-	(1,800.00)	(68.35)	538,161.56
			(1,350.00)	-	-	14,709.43	8,749.56	511.41	-	(806.28)	-	(800.00)	146.75	21,160.87
	Totals	2024	11,696.00	(28,405.04)	432,000.00	1,107,918.05	5,132,131.93	42,360.86	92,259.75	15,224.50	-	(17,200.00)	(3,000.00)	6,784,986.05

Attachment: 2025FPDBudget-112520241109 12 (RES-2025-74 : 2025 Fire Protection District Contracts (VOW/TOA - CRS#S 5280-5285/5286-5291))

Town of Amherst
Fire Protection & Fire Districts
2025 Supervisor's Budget

			Phone 4060	Pension Phone / WC Cancer Reimb	Hydrant 4070	Pension 4090	Contract 4110	Cancer Insurance 8055	Workers Comp 8040	Taxes 4190	Deficit 4000	Appropriated Fund Balance or Plus Deficit Fund Balance	Less Interest Income	Amount Amount to Raise in Taxes
		2025	8,940.00	(27,455.52)	432,000.00	1,182,679.12	5,235,347.19	46,425.60	89,885.25	1,473.18	-	(11,700.00)	(800.00)	6,956,794.82
			(2,756.00)	949.52	-	74,761.07	103,215.26	4,064.74	(2,374.50)	(13,751.32)	-	5,500.00	2,200.00	171,808.77
Fire Districts														
	Snyder	2024	-	-	-	-	1,558,383.00	-	-	-	-	-		1,558,383.00
	AG1100	2025	-	-	-	-	1,596,126.00	-	-	-	-	-	-	1,596,126.00
			-	-	-	-	37,743.00	-	-	-	-	-	-	37,743.00
	Eggertsville	2024	-	-	-	-	1,475,349.00	-	-	-	-	-	-	1,475,349.00
	AG1200	2025	-	-	-	-	1,490,135.00	-	-	-	-	-	-	1,490,135.00
			-	-	-	-	14,786.00	-	-	-	-	-	-	14,786.00
	Totals	2024	-	-	-	-	3,033,732.00	-	-	-	-	-		3,033,732.00
		2025	-	-	-	-	3,086,261.00	-	-	-	-	-	-	3,086,261.00
			-	-	-	-	52,529.00	-	-	-	-	-	-	52,529.00
	Grand Totals	2024	11,696.00	(28,405.04)	432,000.00	1,107,918.05	8,165,863.93	42,360.86	92,259.75	15,224.50	-	(17,200.00)	(3,000.00)	9,818,718.05
		2025	8,940.00	(27,455.52)	432,000.00	1,182,679.12	8,321,608.19	46,425.60	89,885.25	1,473.18	-	(11,700.00)	(800.00)	10,043,055.82
			(2,756.00)	949.52	-	74,761.07	155,744.26	4,064.74	(2,374.50)	(13,751.32)	-	5,500.00	2,200.00	224,337.77

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 29898 **RESOLUTION 2025-75** **ADOPTED**

Amherst Industrial Development Agency Reappointment 2025

BE IT RESOLVED that the Amherst Town Board reappoints Judge Timothy Drury to the Amherst Industrial Development Association for a term to end December 31, 2025.

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 29915 **RESOLUTION 2025-76** **ADOPTED**

Designating Point of Contact for Opioid Settlement Funds

WHEREAS, the attached letter is from Town of Amherst Supervisor Kulpa which was filed in the Amherst Town Record dated January 21, 2025.

BE IT RESOLVED, that the Town of Amherst Supervisor, as official designee, requests the Amherst Town Board adopt the resolution to authorize Sam Alba, Interim Town of Amherst Attorney, to budget and complete the official paperwork for payment of funds to the Opioid Settlement Funds - Local Government Unit for transfer to the Town of Amherst.

2/3/2025
Consent

FINANCIAL IMPACT:

None.

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

Town of Amherst

Brian J. Kulpa
Town Supervisor

January 6, 2025

Lucia Perfetti Clark
Project Director
Opioid Settlement Funds
1450 Western Avenue
Albany, New York 12203-3526

Dear Lucia Perfetti Clark,

As the Town of Amherst Supervisor and official designee, I am authorizing Sam Alba, Interim Town of Amherst Attorney, to budget and complete the official paperwork for payment of funds to the Local Government Unit for transfer to the Town of Amherst.

If you have any further questions, please don't hesitate to contact my office.

Sincerely,

Brian Kulpa
Supervisor
Town of Amherst

Attachment: Letter - Opiod Funds Town of Amherst 12.26.24 (RES-2025-76 : Designating Point of Contact for Opioid Settlement Funds)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 30001 **RESOLUTION 2025-77** **ADOPTED**

Approve Travel for 2025 Association of Towns Meeting

Please approve the attached travel requests for Supervisor Brian Kulpa, Representative Dennis Powers, Joseph McMahon, Emily Melski, Jacqualine Berger, Michael Szukala and Elizabeth Burakowski to attend the 2025 Association of Towns Meeting & Training.

2/3/2025
Consent

FINANCIAL IMPACT:

NTE $19,871.20. Included in the 2025 Budgets for the Supervisor, Councilmembers, Economic Development and Town Attorney

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Brian Kulpa	9040	1220	(716) 631-7032

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
			AOT Annual Meeting

Expenses	Estimated	Budget A/C #	Actual	
Transportation:				
Mileage @ $0.67				
Tolls				
Parking				
Local Transportation (bus/taxi)	$ 300	A1220 4040		
Plane/Rail/Bus	$ 400	A1220 4040		
Lodging:				
4 # nights @ $ 317	$1,469	A1220 4040		
Meals:				
IRS Per Diem Per Day:	$ 276	A1220 4040		
1st & Last Day of Travel @ 75%	$138	A1220 4040		
# Breakfasts @ $				
# Lunches @ $				
# Dinners @ $				
# Incidentals @ $				
Registration/Conference Fee	$ 120	A1220 4120		Invoice
Other				
Subtotal	$2,703 -		N/A	
Contingency - 10% of subtotal or $200	270.30 -		N/A	
TOTAL	$2,973.30 -			

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: BK Expense Form (RES-2025-77 : Approve Travel for 2025 Association of Towns Meeting)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

[ ] Travel in New York State and under $750 - Department Head Approval

[X] Travel in New York State $750 and over - Department Head Approval and Town Board Approval

[ ] Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Dennis Powers		1220	(716) 631-7032

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
			AOT Annual Meeting

Expenses	Estimated	Budget A/C #	Actual	
Transportation:				
Mileage @ $0.67				
Tolls				
Parking				
Local Transportation (bus/taxi)	$ 300	A1220 4040		
Plane/Rail/Bus	$ 400	A1220 4040		
Lodging:				
4 # nights @ $ 317	$1,469	A1220 4040		
Meals:				
IRS Per Diem Per Day:	$ 276	A1220 4040		
1st & Last Day of Travel @ 75%	$138	A1220 4040		
# Breakfasts @ $				
# Lunches @ $				
# Dinners @ $				
# Incidentals @ $				
Registration/Conference Fee	$ 120	A1220 4120		Invoice
Other				
Subtotal	$2,703 -		N/A	
Contingency - 10% of subtotal or $200	270.30 -		N/A	
TOTAL	$2,973.30 -			

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: DP Expense Form (RES-2025-77 : Approve Travel for 2025 Association of Towns Meeting)

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EL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Joseph McMahon		1220	(716) 631-7032

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
			AOT Annual Meeting

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)	$ 300	A1220 4040	
Plane/Rail/Bus	$ 300	A1220 4040	
Lodging:			
3 # nights @ $	$1,436	A1220 4040	
Meals:			
IRS Per Diem Per Day:	$ 276	A1220 4040	
1st & Last Day of Travel @ 75%	$ 138	A1220 4040	
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	$ 120	A1220 4120	nvoice
Other			
Subtotal	$2,570 -		N/A
Contingency - 10% of subtotal or $200	257 -		N/A
TOTAL	$2,827.00 -		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: JM Expense Form (RES-2025-77 : Approve Travel for 2025 Association of Towns Meeting)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Emily Melski	9345	A1230	716-631-7032

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
			Association of Towns

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking	$100	A1230 4040	
Local Transportation (bus/taxi)	$300	A1230 4040	
Plane/Rail/Bus	$200	A1230 4040	
Lodging:	$1,700	A1230 4040	
# nights @ $			
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%	$138	A1230 4040	
3 # Breakfasts @ $ 23	$69	A1230 4040	
3 # Lunches @ $ 26	$78	A1230 4040	
3 # Dinners @ $ 38	$114	A1230 4040	
3 # Incidentals @ $ 5	$15	A1230 4040	
Registration/Conference Fee	$150	A1230 4120	
Other			
Subtotal	$2,864 -		N/A
Contingency - 10% of subtotal or $200	$286.40 -		N/A
TOTAL	$3,150.40		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: EM Expense Form (RES-2025-77 : Approve Travel for 2025 Association of Towns Meeting)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Jacqualine Berger		1010	(716) 631-7013

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
			AOT Annual Meeting

Expenses	Estimated	Budget A/C #	Actual	
Transportation:				
Mileage @ $0.67				
Tolls				
Parking				
Local Transportation (bus/taxi)	$ 300	A1010 4040		
Plane/Rail/Bus	$ 400	A1010 4040		
Lodging:				
3 # nights @ $ 317 + tax	$1,152	A1010 4040		
Meals:				
IRS Per Diem Per Day:	$ 276	A1010 4040		
1st & Last Day of Travel @ 75%	$138	A1010 4040		
# Breakfasts @ $				
# Lunches @ $				
# Dinners @ $				
# Incidentals @ $				
Registration/Conference Fee	$ 120	A1010 4120		Invoice
Other				
Subtotal	$2,386 -		N/A	
Contingency - 10% of subtotal or $200	238.60 -		N/A	
TOTAL	$2,624.60 -			

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: JB Expense Form (RES-2025-77 : Approve Travel for 2025 Association of Towns Meeting)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Michael Szukala		1010	(716) 631-7013

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
			AOT Annual Meeting

Expenses	**Estimated**	**Budget A/C #**	**Actual**	
Transportation:				
Mileage @ $0.67				
Tolls				
Parking				
Local Transportation (bus/taxi)	$ 300	A1010 4040		
Plane/Rail/Bus	$ 400	A1010 4040		
Lodging:				
3 # nights @ $ 317 + tax	$1,152	A1010 4040		
Meals:				
IRS Per Diem Per Day:	$ 276	A1010 4040		
1st & Last Day of Travel @ 75%	$138	A1010 4040		
# Breakfasts @ $				
# Lunches @ $				
# Dinners @ $				
# Incidentals @ $				
Registration/Conference Fee	$ 120	A1010 4120		Invoice
Other				
Subtotal	$2,386 -		N/A	
Contingency - 10% of subtotal or $200	238.60 -		N/A	
TOTAL	$2,624.60 -			

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: MS Expense Form (RES-2025-77 : Approve Travel for 2025 Association of Towns Meeting)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Elizabeth Burakowski		Atty	716.631.7094

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
			Association of Towns Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking	70.00	A1420	
Local Transportation (bus/taxi)	100.00	A1420	
Plane/Rail/Bus	250.00	A1420	
Lodging:			
4 # nights @ $ 317.00 + tax	1469.00	A1420	
Meals:			
IRS Per Diem Per Day: $92	276.00	A1420	
1st & Last Day of Travel @ 75%	138.00	A1420	
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	150.00	A1420	
Other			
Subtotal	2453.00		N/A
Contingency - 10% of subtotal or $200	245.00		N/A
TOTAL	2698.00		

Request Approved By:

Department Head Signature

1/27/25

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

Attachment: EB Expense Form (RES-2025-77 : Approve Travel for 2025 Association of Towns Meeting)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 29916 **RESOLUTION 2025-78** **ADOPTED**

Fee Waiver - Skate with a Cop

WHEREAS, the Town of Amherst Police Department (APD) practices community policing, a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime; and

WHEREAS, the APD often partners with the Town of Amherst Youth & Recreation Department to host community policing events; and

WHEREAS, the APD and the Youth & Recreation Department hosted a successful "Skate with a Cop" community policing event at the Northtown Center at Amherst in 2024; and

WHEREAS, the APD desires to hold this event again, at no cost to participants (minus skate rental fees); and

WHEREAS, the Youth & Recreation Department does not have the authority to waive fees for this event, estimated to be approximately $1,000.00, but supports the APD in this endeavor;

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board waives admission fees at the Northtown Center at Amherst for the 2025 "Skate with a Cop" event on Sunday, February 23, 2025 from 3:40 pm - 5:00 pm.

2/3/2025
Consent

FINANCIAL IMPACT:

Loss of @ $1,000.00 in revenue to A 7253

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Brian J. Kulpa, 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: 02/03/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by: **Councilmember Jacqualine Berger**

DOC ID: 29926 **RESOLUTION 2025-79** **ADOPTED**

Fee Waiver - Special Olympics

WHEREAS, the Town of Amherst seeks to be inclusive of all individuals, regardless of their abilities, and

WHEREAS, recreation should be a right afforded to all citizens, and

WHEREAS, physical activity is essential in preventing disease and promoting good physical and mental health, and

WHEREAS, the Town of Amherst Youth & Recreation Department has had a decades long relationship with Special Olympics, sponsoring and hosting trainings and events, and

WHEREAS, the Town of Amherst Recreation Commission endorsed this request at its meeting of January 14, 2025,

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board waive the rental fee for the Clearfield Community Center for the 2025 Special Olympics Basketball Tournament to be held on Saturday, April 5, 2025.

2/3/2025
Consent

FINANCIAL IMPACT:

Loss of $800.00 in revenue

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Councilmember
SECONDER:	Brian J. Kulpa, 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: 02/03/25 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 29941 A **RESOLUTION 2025-80** **ADOPTED**

Amherst Traffic Safety Board Appointment

WHEREAS, the Amherst Traffic Safety Board, also known as ATSB or Traffic Safety Board, advises the Town Board on matters affecting traffic safety on all existing and proposed roadways, subdivisions, commercial areas, and wherever cars, bicycles, recreational vehicles and pedestrians are involved; and

WHEREAS, the ATSB has a maximum roster of 10 members, with the Amherst Town Board majority appointing members, who shall serve a three (3) year term; and

WHERESAS, Patricia Dunne and Cara Biddlecom have expressed an interest in serving on the ATSB;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the appointment of Patricia Dunne and Cara Biddlecom for a term to conclude on December 31, 2027.

2/3/2025
Consent

FINANCIAL IMPACT:

None.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Szukala, Councilmember
SECONDER:	Brian J. Kulpa, 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: 02/03/25 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 29942 **RESOLUTION 2025-81** **ADOPTED**

Amherst Govenment Financial Advisory Board Reappointment

WHEREAS, the purpose and mission of the Amherst Government Financial Advisory Board (AGFAB) is to review management letters from the Town auditors and to continue with each of the future management letter responses; and

WHEREAS, to investigate where the Comptroller's Department is not in compliance with the management letter and make recommendations to help ensure the compliance process; and

WHEREAS, to suggest improvements of the effectiveness or modification of the Town of Amherst government activities; and

WHEREAS, the AGFAB consists of seven (7) members appointed by the Amherst Town Board majority to serve a two (2) year term; and

WHEREAS, Helaine Sanders has expressed interest in serving another term on the AGFAB;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Amherst Town Board reappoints Helaine Sanders for a term to conclude December 31, 2026.

2/3/2025
Consent

FINANCIAL IMPACT:

None.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Szukala, Councilmember
SECONDER:	Brian J. Kulpa, 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: 02/03/25 07:00 PM
Department: Councilmembers
Initiated by: **Angela Marinucci**
Co-Sponsored by:

DOC ID: 29940 **RESOLUTION 2025-82** **ADOPTED**

Amherst Committee on Disabilities (CoD) Appointment

WHEREAS, the Amherst Committee on Disabilities (CoD) was established through Local Law Chapter 14A of Amherst Town Code by the Amherst Town Board October 1, 2007; and

WHEREAS, the CoD will study and offer suggestions and recommendations to improve compliance of the Town of Amherst with the goals and objectives of the Federal Americans with Disabilities Act, and to consider any other issues relevant to and important to disabled town residents; and

WHEREAS, the CoD has a maximum roster of fifteen (15) members and will serve (2) year terms; and

WHEREAS, Endell J. Osuna has expressed interest in serving on the CoD;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Endell J. Osuna to the Amherst Committee on Disabilities for a term to conclude December 31, 2026.

2/3/2025
Consent

FINANCIAL IMPACT:

None

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Marinucci, Councilmember
SECONDER:	Brian J. Kulpa, 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: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29913 **RESOLUTION 2025-83** **ROLL CALL VOTE (ADOPTED)**

Highway Vehicles and Equipment – 15YPPU (Bond Resolution - $1.1M)

AGENDA ITEM : JANUARY 21ST, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 15, 2025**

RE: **Highway Vehicles and Equipment – 15YPPU**
2025-2030 C.I.P. – Project H-2
Bond Resolution - $1.1M

Kindly take the following action with respect to the above bond request:

(1) Adopt the attached bond resolution authorizing the issuance of $1,100,000.00 in serial bonds for the above-referenced Town improvement.

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

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, Agenda Item – January 21, 2025)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Steve Floss, Highway Superintendent (*w/attachments*)
Kurt Stanley, Deputy Highway Superintendent (*w/attachments*)
Craig Schreck, General Crew Chief – Drainage (*w/attachments*)
Dominic Creamer, General Crew Chief – Parks (*w/attachments*)

2/3/2025
A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $1.1M

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

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

January 21, 2025

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on January 21, 2025.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman Shawn Lavin, Deputy Supervisor/Councilman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2025-83 : Highway Vehicles and Equipment – 15YPPU (Bond Resolution - $1.1M))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JANUARY 21, 2025, AUTHORIZING THE ACQUISITION OF VEHICLES AND EQUIPMENT FOR THE HIGHWAY DEPARTMENT, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $1,100,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $1,100,000 TO FINANCE SAID APPROPRIATION.

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to finance the acquisition of vehicles and equipment for the Highway Department, as described in the map, plan and report dated January 2025, prepared by the Town Highway Department (2025-2030 Capital Improvement Program Project H-2). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $1,100,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $1,100,000 to finance said appropriation and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $1,100,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2025-83 : Highway Vehicles and Equipment – 15YPPU (Bond Resolution - $1.1M))

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

(a) The period of probable usefulness applicable to the class of objects or purposes for which said $1,100,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 28 of the Law, is fifteen (15) years.

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

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

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

Attachment: CertBondReso (RES-2025-83 : Highway Vehicles and Equipment – 15YPPU (Bond Resolution - $1.1M))

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

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

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

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

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

Attachment: CertBondReso (RES-2025-83 : Highway Vehicles and Equipment – 15YPPU (Bond Resolution - $1.1M))

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

Attachment: CertBondReso (RES-2025-83 : Highway Vehicles and Equipment – 15YPPU (Bond Resolution - $1.1M))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on January 21, 2025, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

> "BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JANUARY 21, 2025, AUTHORIZING THE ACQUISITION OF VEHICLES AND EQUIPMENT FOR THE HIGHWAY DEPARTMENT, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $1,100,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $1,100,000 TO FINANCE SAID APPROPRIATION,"

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

FIRST: AUTHORIZING said Town is authorized to finance the acquisition of vehicles and equipment for the Highway Department, as described in the map, plan and report dated January 2025, prepared by the Town Highway Department (2025-2030 Capital Improvement Program Project H-2); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $1,100,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $1,100,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $1,100,000 pursuant to the Local Finance Law of the State of New York to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

Attachment: CertBondReso (RES-2025-83 : Highway Vehicles and Equipment – 15YPPU (Bond Resolution - $1.1M))

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

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

DATED: January 21, 2025

FRANCINA J. SPOTH,
Town Clerk

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

* * *

Attachment: CertBondReso (RES-2025-83 : Highway Vehicles and Equipment – 15YPPU (Bond Resolution - $1.1M))

The adoption of the foregoing resolution was seconded by _____and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2025-83 : Highway Vehicles and Equipment – 15YPPU (Bond Resolution - $1.1M))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on January 21, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of January, 2025.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2025-83 : Highway Vehicles and Equipment – 15YPPU (Bond Resolution - $1.1M))

Attachment: MPR 2025 H-2 Highway Vehicles & Equip (RES-2025-83 : Highway Vehicles and Equipment – 15YPPU (Bond Resolution - $1.1M))

Town of Amherst
Highway Department

Highway Vehicle and Equipment

2025-2030 C.I.P. Project H-2

Map, Plan & Report

January, 2025

CONTENTS:

- Approved *2025-2030 C.I.P. Project H-2*
- Introductions / Existing Conditions
- Proposed Scope
- Financial / Taxation Summary
- SEQR Determination

Prepared by
Town of Amherst Highway Department
1042 North Forest Rd.
Williamsville, NY 14221
(716) 631-7117

TOWN OF AMHERST
Highway Vehicle and Equipment
Project H-2

APPROVED 2025-2030 CIP:

Town of Amherst
Adopted 2025-2030 Capital Improvement Program
(All dollars are in $1,000's)
11/20/2024

Project ID	Project Title/Description	2025		2026		2027		2028		2029		2030		Total Cost 2025-2030
H-2	**Vehicles and Equipment** Replacement of various vehicles and equipment.	1,100 LD		500 LD		1,100 LD		500 LD						$3,200
H-3	**Town-Wide Road Striping** Striping of various Town roads.	100 LD		100 LD		100 LD		100 LD		100 LD		100 LD		$600
H-4	**Various Signal Upgrades** Upgrade signal controllers at intersections to meet the latest NYSDOT specifications along with maintenance and repair of new traffic cameras at signals.	150 LA												$150
H-5	**Reconstruction of Town Bike Path** Reconstruction of various portions of the Ellicott Creek bike path and Tonawanda Creek path.			200 LA										$200
H-6	**Reconstruction of Burroughs Dr.** Drainage, curbing and aprons on Burroughs Dr. from Harlem Rd. to N. Burbank including the island and Northfield Pl.; milling and repaving of Burroughs Dr. from Harlem to Northledge.	553 LD												$553

INTRODUCTION / EXISTING CONDITIONS:

This map plan report is for the purchase of Highway Dept. vehicles and equipment as outlined below.

PROPOSED SCOPE:

Replacement of Highway Dept. vehicles and equipment that have become not cost effective to repair or are no longer usable and are in need of replacement.

Qty.	Equipment Description	Unit Price	Total Cost
2	Class 8 Plow Trucks	$292,250.00	$584,500.00
1	Vacuum Truck / Sewer Cleaner	$510,000.00	$510,000.00
	TOTAL EQUIPMENT		$1,094,500.00

If department needs change or proposed equipment is not available, different equipment may be purchased.

FINANCIAL SUMMARY:

Vehicles & Equipment	$1,094,500.00
Legal/Admin	$5,500.00
TOTAL BOND AMOUNT	$1,100,000.00

Attachment: MPR 2025 H-2 Highway Vehicles & Equip (RES-2025-83 : Highway Vehicles and Equipment – 15YPPU (Bond Resolution - $1.1M))

TOWN OF AMHERST
Highway Vehicle and Equipment
Project H-2

TAXATION SUMMARY:

Total Bond Amount	$1,100,000.00 (Highway Fund)
Bond Term	15 Years
Annual Tax Impact	$0.0058 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$2.0098 per $346,000 AV at 100% Equalization

SEQR:

N/A (Equipment purchase)

Attachment: MPR 2025 H-2 Highway Vehicles & Equip (RES-2025-83 : Highway Vehicles and Equipment – 15YPPU (Bond Resolution - $1.1M))

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29919 **RESOLUTION 2025-84** **ROLL CALL VOTE (ADOPTED)**

Harlem Road Community Center Aud Restoration (Bond Resolution - $611,000)

AGENDA ITEM : JANUARY 21ST, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 14, 2025**

RE: **Harlem Road Community Center Auditorium Restoration**
2025-2030 C.I.P. – Project F-5
Bond Resolution - $611,000

Kindly take the following action with respect to the above bond request:

(1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and

(2) Adopt the attached bond resolution authorizing the issuance of $611,000.00 in serial bonds for the above-referenced Town improvement.

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

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, Agenda Item – January 21, 2025)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dale Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Mark S. Berke, PE, Building Commissioner (*w/attachments)*
Sean Pellow, Project Manager (*w/attachments*)
Daniel J. Rizzo, Project Manager (*w/attachments*)
Anne Dafchik, AIA, NCARB, Architect (*w/attachments*)
Mike Bushen, Planning Draftsworker (*w/attachments*)

2/3/2025

A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $611,000

RESULT:	**ROLL CALL VOTE (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, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM January 14, 2025

TO: Sean Pellow, Director of Facilities

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Classification – Harlem Road Community Center Auditorium Restoration
2025-2030 C.I.P. Project F-5

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(1). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\12_23_2024_F-5_Harlem Road Community Center Auditorium Restoration.docx

cc: Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: 12_23_2024_F-5_Harlem Road Community Center Auditorium Restoration (RES-2025-84 : Harlem Road Community Center Aud

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

January 21, 2025

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on January 21, 2025.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman Shawn Lavin, Deputy Supervisor/Councilman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2025-84 : Harlem Road Community Center Aud Restoration (Bond Resolution - $611,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JANUARY 21, 2025, AUTHORIZING HARLEM ROAD COMMUNITY CENTER AUDITORIUM RENOVATIONS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $611,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $611,000 TO FINANCE SAID APPROPRIATION.

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to finance Harlem Road Community Center Auditorium renovations, as described in the map, plan and report dated January 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project F-5). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $611,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $611,000 to finance said appropriation and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $611,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2025-84 : Harlem Road Community Center Aud Restoration (Bond Resolution - $611,000))

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said $611,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 12(a)(2) of the Law, is fifteen (15) years.

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

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

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

Attachment: CertBondReso (RES-2025-84 : Harlem Road Community Center Aud Restoration (Bond Resolution - $611,000))

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

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

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

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

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

Attachment: CertBondReso (RES-2025-84 : Harlem Road Community Center Aud Restoration (Bond Resolution - $611,000))

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

Attachment: CertBondReso (RES-2025-84 : Harlem Road Community Center Aud Restoration (Bond Resolution - $611,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on January 21, 2025, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

> "BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JANUARY 21, 2025, AUTHORIZING HARLEM ROAD COMMUNITY CENTER AUDITORIUM RENOVATIONS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $611,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $611,000 TO FINANCE SAID APPROPRIATION,"

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

FIRST: AUTHORIZING said Town is authorized to finance Harlem Road Community Center Auditorium renovations, as described in the map, plan and report dated January 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project F-5); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $611,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $611,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $611,000 pursuant to the Local Finance Law of the State of New York to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

Attachment: CertBondReso (RES-2025-84 : Harlem Road Community Center Aud Restoration (Bond Resolution - $611,000))

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

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

DATED: January 21, 2025

FRANCINA J. SPOTH,
Town Clerk

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

* * *

Attachment: CertBondReso (RES-2025-84 : Harlem Road Community Center Aud Restoration (Bond Resolution - $611,000))

The adoption of the foregoing resolution was seconded by _____and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2025-84 : Harlem Road Community Center Aud Restoration (Bond Resolution - $611,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on January 21, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of January, 2025.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2025-84 : Harlem Road Community Center Aud Restoration (Bond Resolution - $611,000))

Town of Amherst

Facilities Department

Harlem Road Community Center Auditorium Restoration

2025–2030 Capital Improvement Project F-5

MAP, PLAN & REPORT

January 2025

Contents:

• Background
• Location
• Project Description and Improvements
• Project Justification
• Anticipated Project Schedule
• Financial Summary
• Taxation Summary
• SEQR Determination

Prepared by:
Town of Amherst
Facilities Department
5583 Main Street, Williamsville, NY 14221
(716) 631 – 7080 | (716) 631 – 7109

Attachment: MPR 2025 F-5 Harlem Road Auditorium Restoration (RES-2025-84 : Harlem Road Community Center Aud Restoration (Bond

Town of Amherst, Harlem Road Community Center Auditorium Restoration
2025-2030 Capital Improvement Project F-5
Map, Plan & Report

Background

The Harlem Road Community Center located at 4255 Harlem Road is a historically significant building owned by the Town of Amherst. The building is used by the Town and community members for many purposes. The building has a beautiful auditorium that has the following features:

- A balcony with **148** fixed cushion seats.
- A main level with **247** fixed cushion seats.
- Carpet flooring under aisles and main level seating areas, with hard surfacing on the balcony level.
- Plaster ceiling between wooden trimmed beams with an applied/adhered acoustic ceiling between beams.
- Stage with curtains.

The Town of Amherst has identified Project "F-5", as a 2025 project to renovated the auditorium at the Harlem Road Community Center.

Town of Amherst
Proposed 2025-2030 Capital Improvement Program
(All dollars are in $1,000's)
9/15/2024

Project ID	Project Title/Description	2025		2026		2027		2028		2029		2030		Total Cost 2025-2030
F-5	**Harlem Rd. CC Auditorium Restoration** Replacement and abatement of ceiling, replacement of seating and carpet, paint entire room.	611 LA												$611
F-6	**Senior Center Capital Improvements** General improvements including flagpole replacement, remaining carpet replacement, parking lot study, sidewalk and curb reconstruction, kitchen equipment replacements, exterior canopy reconstruction, and interior/exterior renovations; replace three larger rooftop airhandler units that have exceeded their useful life; upgrades to existing boiler system to improve energy efficiency. Possible CDBG funding.	300 LA				300 LA		200 LA						$800
F-7	**Engineering Dept. Building Improvements** Includes updating generators, replacing existing siding, and awning replacements at the main office building.			250 LW										$250
F-8	**Eggertsville Snyder Library Partial Roof Repl.** Replace approx. 2,500 SF of flat roof. Existing roof is aging built up and EPDM roofing system, exhibiting moderate to excessive wear. The roofing system is approaching the end of rated life-cycle. New roofing to include improved insulation to improve energy efficiency.	110 LA												$110
F-9	**Williamsville Library Partial Roof Repl.** Replace approx. 9,000 SF of sloped asphalt shingle roof. Roofing materials showing deterioration and wear. Staining and cupping of asphalt shingles is observed. Roofing system is approaching the end of its remaining useful life. Replace all associated trim, sealants, and flashing.			150 LA										$150
F-10	**Town Hall Renovations** Flagpole replacement, cupola reconstruction, weathervane replacement, upgrades to Town Clerk service desk, other interior building renovations as required to facilitate departmental needs.			100 LA		580 LA								$680
F-11	**Senior Center Roofing** Includes replacement of wet insulation and replacement of select existing single-ply membrane roof. Existing roof is approx. 25 years old. Roof area is approx. 53,000 SF.			2,100 LA										$2,100
F-12	**5005 Sheridan Dr. Generator Replacement** Replace generator at Williamsville Youth & Family Center building.			75 LA										$75
F-13	**Town Parking Lot Sealing & Striping** Crack fill, seal coat and stripe various Town facilities to prevent premature failure of asphalt surfacing.	100 LA		100 LA		100 LA		100 LA		100 LA		100 LA		$600
F-14	**Town Parking Lot Paving** Parking lot paving improvements at Town facilities to correct deterioration.	100 LA		100 LA		100 LA		100 LA		100 LA		100 LA		$600
Highway - $11,923														
H-1	**Paving** Repave various Town roads.	1,110 LD		1,110 LD		1,250 LD		1,250 LD		1,250 LD		1,250 LD		$7,220

Attachment: MPR 2025 F-5 Harlem Road Auditorium Restoration (RES-2025-84 : Harlem Road Community Center Aud Restoration (Bond

Location

The parcel is located at 4255 Harlem Road, Amherst NY 14228. SBL: 80.05-7-29.

Figure 1 - Project Location

Figure 2 – Building on Site

Attachment: MPR 2025 F-5 Harlem Road Auditorium Restoration (RES-2025-84 : Harlem Road Community Center Aud Restoration (Bond

Project Description and Improvements

The project includes the following scope of work:

- Replace auditorium seating.
- Abate hazardous materials as necessary to complete the project.
- Replace select interior finishes.
- Obtain historical approvals from State and Local level, as required.
- Patching and painting as necessary to accommodate project.
- Address or upgrade any pre-existing non-conforming building code items, such as doors, railings, heating, electrical items, and fire safety items as needed.

Other projects may be prioritized on an as-needed basis.

Project Justification

The Community Center's auditorium requires renovations to address critical safety and accessibility issues. This project will replace old, damaged seating and finishes that have rendered the space unsafe and unusable. These updates will restore the auditorium's functionality, ensure compliance with accessibility standards, and provide a welcoming venue for public meetings and events, accommodating nearly 400 guests.

Anticipated Project Schedule

Bond Action: January 2025
Construction: Starting May 2025, anticipated end date December 2026

Financial Summary

The Town of Amherst identified funding in the approved 2025-2030 Capital Improvement Program under Projects F-5, for a total of $611,000. The funds have been identified as a General Fund Bond with a minimum useful life of **15** years.

Construction	455,195
Design	91,650
Contingency	61,100
Legal / Admin	3,055
TOTAL	**$ 611,000**

Attachment: MPR 2025 F-5 Harlem Road Auditorium Restoration (RES-2025-84 : Harlem Road Community Center Aud Restoration (Bond

Taxation Summary

Total Bond Amount	$611,000 (General Fund)
Bond Term	15 Years
Annual Tax Impact	$0.0031 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$1.0644 per $346,000 AV at 100% Equalization

Town of Amherst SEQR Determination

See attached memo from the Amherst Planning Department.

Attachment: MPR 2025 F-5 Harlem Road Auditorium Restoration (RES-2025-84 : Harlem Road Community Center Aud Restoration (Bond

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM January 14, 2025

TO: Sean Pellow, Director of Facilities

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Classification – Harlem Road Community Center Auditorium Restoration
2025-2030 C.I.P. Project F-5

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(1). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\12_23_2024_F-5_Harlem Road Community Center Auditorium Restoration.docx

cc: Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2025 F-5 Harlem Road Auditorium Restoration (RES-2025-84 : Harlem Road Community Center Aud Restoration (Bond

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29920 **RESOLUTION 2025-85** **ROLL CALL VOTE (ADOPTED)**

Highway Building Capital Improvements (Bond Resolution - $600,000)

AGENDA ITEM : JANUARY 21ST, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 15, 2025**

RE: **Highway Building Capital Improvements**
2025-2030 C.I.P. – Project F-1
Bond Resolution - $600,000

Kindly take the following action with respect to the above bond request:

(1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and

(2) Adopt the attached bond resolution authorizing the issuance of $600,000.00 in serial bonds for the above-referenced Town improvement.

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

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, Agenda Item – January 21, 2025)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dale Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Mark S. Berke, PE, Building Commissioner (*w/attachments)*
Sean Pellow, Project Manager (*w/attachments*)
Daniel J. Rizzo, Project Manager (*w/attachments*)
Anne Dafchik, AIA, NCARB, Architect (*w/attachments*)
Mike Bushen, Planning Draftsworker (*w/attachments*)

2/3/2025

A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $600,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM January 14, 2025

TO: Sean Pellow, Director of Facilities

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Classification – Highway Building Capital Improvements
2025-2030 C.I.P. Project F-1

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(1). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\01_14_2025_F-1_Highwaya Building Capital Improvements.docx

cc: Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: 01_14_2025_F-1_Highwaya Building Capital Improvements (RES-2025-85 : Highway Building Capital Improvements (Bond

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

January 21, 2025

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on January 21, 2025.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman Shawn Lavin, Deputy Supervisor/Councilman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2025-85 : Highway Building Capital Improvements (Bond Resolution - $600,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JANUARY 21, 2025, AUTHORIZING THE CAPITAL IMPROVEMENTS TO THE TOWN HIGHWAY BUILDING, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $600,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $600,000 TO FINANCE SAID APPROPRIATION.

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to finance capital improvements to the Town Highway Building, as described in the map, plan and report dated January 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project F-1). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $600,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $600,000 to finance said appropriation and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $600,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2025-85 : Highway Building Capital Improvements (Bond Resolution - $600,000))

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

(a) The period of probable usefulness applicable to the class of objects or purposes for which said $600,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 12(a)(2) of the Law, is fifteen (15) years.

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

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

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

Attachment: CertBondReso (RES-2025-85 : Highway Building Capital Improvements (Bond Resolution - $600,000))

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

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

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

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

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

Attachment: CertBondReso (RES-2025-85 : Highway Building Capital Improvements (Bond Resolution - $600,000))

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

Attachment: CertBondReso (RES-2025-85 : Highway Building Capital Improvements (Bond Resolution - $600,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on January 21, 2025, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

> "BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JANUARY 21, 2025, AUTHORIZING CAPITAL IMPROVEMENTS TO THE TOWN HIGHWAY BUILDING, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $600,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $600,000 TO FINANCE SAID APPROPRIATION,"

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

FIRST: AUTHORIZING said Town is authorized to finance capital improvements to the Town Highway Building, as described in the map, plan and report dated January 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project F-1); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $600,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $600,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $600,000 pursuant to the Local Finance Law of the State of New York to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

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

Attachment: CertBondReso (RES-2025-85 : Highway Building Capital Improvements (Bond Resolution - $600,000))

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

DATED: January 21, 2025

FRANCINA J. SPOTH,
Town Clerk

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

* * *

Attachment: CertBondReso (RES-2025-85 : Highway Building Capital Improvements (Bond Resolution - $600,000))

The adoption of the foregoing resolution was seconded by _____and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2025-85 : Highway Building Capital Improvements (Bond Resolution - $600,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on January 21, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of January, 2025.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2025-85 : Highway Building Capital Improvements (Bond Resolution - $600,000))

Town of Amherst

Facilities Department

Highway Building Capital Improvements

2025 – 2030 Capital Improvement Project F-1

MAP, PLAN & REPORT

January 2025

Contents:

• Background
• Location
• Project Description and Improvements
• Project Justification
• Anticipated Project Schedule
• Financial Summary
• Taxation Summary
• Town of Amherst SEQR Determination

Prepared by:
Town of Amherst
Facilities Department
5583 Main Street, Williamsville, NY 14221
(716) 631 – 7080 | (716) 631 – 7109

Attachment: MPR 2025 F-1 Highway Building Capital Improvements (RES-2025-85 : Highway Building Capital Improvements (Bond Resolution -

Background

The Amherst Highway Building is an essential facility owned by the Town of Amherst. The building serves as the operational hub for maintaining and managing the Town's transportation infrastructure. It is utilized by the Highway Department staff for various purposes, including equipment storage, administrative tasks, and coordination of road maintenance and repair projects. The facility features specialized areas such as:

- **Maintenance Garage**: Equipped with bays for vehicle repairs and routine maintenance of snowplows, dump trucks, and other heavy-duty equipment.
- **Storage Facilities**: Dedicated spaces for storing road salt, sand, and other essential materials used during winter operations.
- **Administrative Offices**: Space for planning, record-keeping, and communication with other Town departments.
- **Employee Facilities**: Includes locker rooms, break areas, and training rooms for staff.
- **Fleet Parking**: A secure outdoor area for housing the Town's fleet of maintenance vehicles and equipment.

The Town of Amherst has identified Project "F-1", as a 2025 project to provide capital improvements to the Amherst Highway Building.

Town of Amherst
Proposed 2025-2030 Capital Improvement Program
(All dollars are in $1,000's)
9/15/2024

Project ID	Project Title/Description	2025		2026		2027		2028		2029		2030		Total Cost 2025-2030
Amherst Central Park - $2,795														
ACP-1	**Amherst Central Park Focus Area 1** Recreation corner in the southeast portion of the park to include an inclusive playground, splash pad, supportive infrastructure, restrooms, trails, sidewalks/access and an area to support economic activities such as a winter market ($1M DASNY - playground, $250K OPRHP - splash pad, $545K Erie County - winter market).	1,000 LA	1,000 F/S 250 F/S 545 X											$2,795
Engineering Services - $21,986														
E-1	**Maple Rd. & N. Bailey Intersection Reconfig.** Construction of additional left turn lanes on all four approaches at the Maple/N. Bailey intersection, a through lane on N. Bailey and installation of a new traffic signal (Fed CMAQ / BCD Mitigation fees).		3,576 F/S 894 I/M											$4,470
E-2	**Reist St. Culvert Replacement at Ditch 10** Replacement of a culvert on Reist St. with an 8'x7'x72' long precast concrete box culvert (NYS DOT funding).		800 F/S 600 F/S											$1,400
E-3	**Frankhauser Culvert Replacement** Replacement of a culvert on Frankhauser Road at Ditch 5 (Bridge NY funding).		946 F/S											$946
E-4	**Waterline Improvements & Replacements** Replacement of various waterlines.	3,402 LI-15		2,272 LI-15	500 I/M	5,772 LI-15		2,734 LI-15						$14,680
E-5	**Klein Rd. Signal Modifications** Modify Town-owned signal system at the intersection of Klein Road and Youngs Road to include left turn arrow; study, design and construct a new traffic signal along W. Klein Rd. at the intersection of Cobblestone Ln. and Dash's plaza.	490 LA												$490
Facilities / Building Maintenance - $8,500														
F-1	**Highway Building Capital Improvements** Interior and exterior renovations including interior finishes, and exterior envelope improvements such as roofing, siding, windows/doors, insulation, gutters, mechanical, electrical or plumbing / sprinkler system upgrades. Includes funding for an initial study to consider alternatives ($115K est.).	600 LD												$600
F-2	**Harlem Rd. CC Building Improvements** Exterior building envelope improvements to support safe entry and egress; energy efficiency upgrades to older envelope components; replacement of HVAC controls. Potential EPC project.			730 LA										$730
F-3	**30 S. Cayuga - Addition for Elevator/Vestibule** Add an addition to 30 S. Cayuga to create space for an elevator and vestibule, along with renovations to meet ADA accessibility.					690 LA								$690
F-4	**5005 Sheridan Dr. Roof Restoration** Roof restoration to restore failing roof membrane and protect building integrity including demolition of PV panels.			504 LA										$504

Attachment: MPR 2025 F-1 Highway Building Capital Improvements (RES-2025-85 : Highway Building Capital Improvements (Bond Resolution -

Location

The parcel is located at 1042 North Forest Rd., Amherst NY 14221. SBL: 55.19-3-33.21.

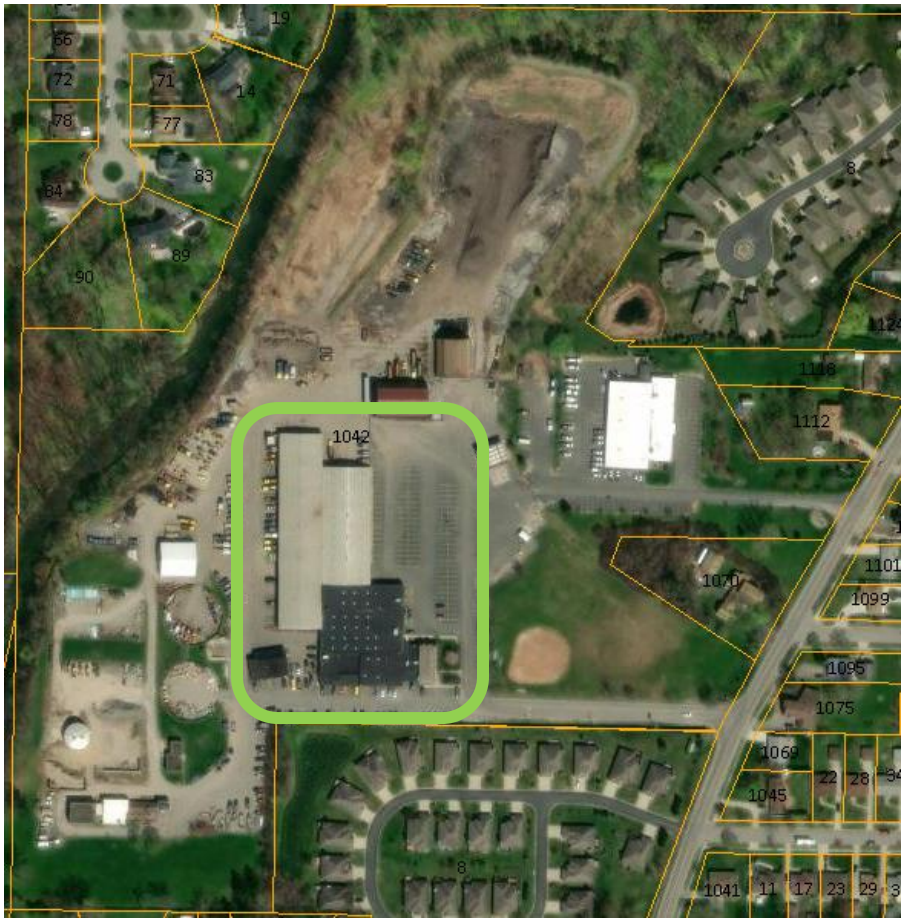

Figure 1 - Project Location

Figure 2 – Building on Site

Attachment: MPR 2025 F-1 Highway Building Capital Improvements (RES-2025-85 : Highway Building Capital Improvements (Bond Resolution -

Project Description and Improvements

The project includes the following scope of work:

- Feasibility study to determine potential cost of building upgrades.
- Replace interior building finishes.
- Exterior envelope improvements such as
    - Roofing
    - Siding
    - Windows/Doors
    - Insulation
    - Gutters
- Mechanical Equipment
- Electrical / Plumbing Improvements
- Sprinkler System Upgrades

Other projects may be prioritized on an as-needed basis.

Project Justification

This project is necessary to address pressing needs and essential improvements for the Amherst Highway Building. The facility requires upgrades to meet current safety standards, accommodate essential equipment, and provide a functional workspace for staff. These improvements are crucial for ensuring the building can support the Department's day-to-day operations and maintain the Town's infrastructure effectively.

Anticipated Project Schedule

Bond Action: January 2025
Construction: Starting May 2025, anticipated end date December 2026

Financial Summary

The Town of Amherst identified funding in the approved 2025-2030 Capital Improvement Program under Project F-1, for a total of $600,000. The funds have been identified as a General Fund Bond with a minimum useful life of **15** years.

Construction	417,000
Design @ 20% (Includes Feasibility Study)	120,000
Contingency @ 10%	60,000
Legal / Admin	3,000
TOTAL	**$ 600,000**

Attachment: MPR 2025 F-1 Highway Building Capital Improvements (RES-2025-85 : Highway Building Capital Improvements (Bond Resolution -

Taxation Summary

Total Bond Amount	$600,000 (Highway Fund)
Bond Term	15 Years
Annual Tax Impact	$0.0032 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$1.0962 per $346,000 AV at 100% Equalization

Town of Amherst SEQR Determination

See attached memo from the Amherst Planning Department.

Attachment: MPR 2025 F-1 Highway Building Capital Improvements (RES-2025-85 : Highway Building Capital Improvements (Bond Resolution -

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM January 14, 2025

TO: Sean Pellow, Director of Facilities

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Classification – Highway Building Capital Improvements
2025-2030 C.I.P. Project F-1

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(1). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\01_14_2025_F-1_Highwaya Building Capital Improvements.docx

cc: Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2025 F-1 Highway Building Capital Improvements (RES-2025-85 : Highway Building Capital Improvements (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29956 A **RESOLUTION 2025-86** **ROLL CALL VOTE (ADOPTED)**

Various Signal Upgrades - Bond Resolution ($150,000)

AGENDA ITEM : FEBRUARY 3rd, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **Various Signal Upgrades**
2025-2030 C.I.P. – Project H-4
Bond Resolution - $150,000

Kindly take the following action with respect to the above bond request:

(1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and

(2) Adopt the attached bond resolution authorizing the issuance of $150,000.00 in serial bonds for the above-referenced Town improvement.

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

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item – February 3, 2025**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Chris Schregel, Project Manager (*w/attachments*)
Steve Floss, Highway Superintendent (*w/attachments*)
Kurt Stanley, Deputy Highway Superintendent (*w/attachments*)

2/3/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and

unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $150,000

RESULT:	**ROLL CALL VOTE (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, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Attachment: SEQR H-4 (RES-2025-86 : Various Signal Upgrades - Bond Resolution ($150,000))

MEMORANDUM January 8, 2025

TO: Christopher Schregel, Project Manager
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Classification – Various Signal Upgrades
2025-2030 C.I.P. Project H-4

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(2) Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\01-08-2025_H-4_Various Singal Upgrades.docx

cc: Sam Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Town of Amherst
Highway Department
Various Signal Upgrades

2025 – 2030 Capital Improvement Program H-4
TOA Project #2025.007
MAP, PLAN, & REPORT

FEBRUARY 2025

Contents:

- Existing Conditions
- Scope of Improvements
- Project Schedule
- Financial Summary
- Project Cost Estimate
- Taxation Summary
- SEQR Determination

Prepared by:
Town of Amherst Engineering Department
Engineering Support Division
1100 North Forest Road
Williamsville, NY 14221
(716) 631 - 7154 / Fax: (716) 631 - 7222

Attachment: MPR 2025 H-4 Various Signal Upgrades (RES-2025-86 : Various Signal Upgrades - Bond Resolution ($150,000))

Town of Amherst
Highway Department
Traffic Signal Upgrades – 2025

EXISTING CONDITIONS:

The Town of Amherst owns and operates 70 traffic signals and flashing beacons which are maintained by the Town's Highway Department. In an effort to avoid traffic signal failures, the Town's Highway Department Signal Division routinely inspects and maintains the Town's traffic signal infrastructure. Signal equipment and infrastructure is inspected for functionality and condition. The equipment is proactively maintained in an effort to prolong the useful life and functionality of the entire signal system. Various Town-owned and operated signal systems are currently in need of upgrades, repairs, and maintenance.

SCOPE OF IMPROVEMENTS:

Town signal systems town-wide are in need of component replacements, upgrades, and repairs. Many equipment components associated with Town Traffic Signals are antiquated as parts are no longer in production and no longer meet NYSDOT specifications. These needs will be prioritized by the Highway Department and work will include but not be limited to the upgrade, repair, and/or routine maintenance of the following components that make up a signalized intersection:

- Controllers
- Cabinets
- Conflict Monitors
- Span Wire / Mast arm parts
- LED Pedestrian Poles and Heads
- Pedestrian push buttons and pedestals
- Signal foundations
- LED Lamps
- Disconnection Boxes
- Signal Heads
- Signal Signage
- Power Meters
- Wiring
- Smart Signal Components
- Intersection Striping
- Pull Boxes
- Disconnects
- Generator Transfer Switches
- Signal Control Software and Hardware
- Detection Systems (video and inductive-loop)
- Input/output Modules
- ATSPMs & Communications

Other signal components not listed above are may be upgraded at the discretion of the Highway Department. The location and defined scope of work will be decided upon by the Town Highway Superintendent and Highway Department staff.

Attachment: MPR 2025 H-4 Various Signal Upgrades (RES-2025-86 : Various Signal Upgrades - Bond Resolution ($150,000))

Town of Amherst
Highway Department
Traffic Signal Upgrades – 2025

PROJECT SCHEDULE:

The schedule for completing the various traffic signal component replacements, upgrades, repairs, and maintenance will be determined by the Town's Highway Department.

FINANCIAL SUMMARY:

The Town of Amherst appropriated funds in the approved 2025-2030 Capital Improvement Program under Project H-4, Various Signal Upgrades. The funds have been identified as a General Fund bond.

Town of Amherst
Adopted 2025-2030 Capital Improvement Program
(All dollars are in $1,000's)
11/20/2024

Project ID	Project Title/Description	2025	2026	2027	2028	2029	2030	Total Cost 2025-2030
H-4	**Various Signal Upgrades** Upgrade signal controllers at intersections to meet the latest NYSDOT specifications along with maintenance and repair of new traffic cameras at signals.	150 LA						$150

PROJECT COST ESTIMATE:

○ Various Signal Upgrades (Construction)	$ 149,250
○ Legal/Admin/Bonding	$ 750
Total Amount to be bonded	**$ 150,000**

TAXATION SUMMARY:

Total Amount to be bonded	$ 150,000.00 (General Fund)
Bond Term	20 Years
Annual Tax Impact	$0.0006 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$0.2138 per $346,000 AV at 100% Equalization

SEQR DETERMINATION:

See attached memo from the Amherst Planning Department.

Attachment: MPR 2025 H-4 Various Signal Upgrades (RES-2025-86 : Various Signal Upgrades - Bond Resolution ($150,000))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM January 8, 2025

TO: Christopher Schregel, Project Manager
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Classification – Various Signal Upgrades
2025-2030 C.I.P. Project H-4

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(2) Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\01-08-2025_H-4_Various Singal Upgrades.docx

cc: Sam Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2025 H-4 Various Signal Upgrades (RES-2025-86 : Various Signal Upgrades - Bond Resolution ($150,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

February 3, 2025

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on February 3, 2025.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman Shawn Lavin, Deputy Supervisor/Councilman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2025-86 : Various Signal Upgrades - Bond Resolution ($150,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED FEBRUARY 3, 2025, AUTHORIZING VARIOUS TRAFFIC SIGNAL IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $150,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $150,000 TO FINANCE SAID APPROPRIATION.

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to finance various traffic signal improvements, as described in the map, plan and report dated February 2025, prepared by the Town Engineering Department (2025-2030 Capital Improvement Program Project H-4). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $150,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $150,000 to finance said appropriation and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $150,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2025-86 : Various Signal Upgrades - Bond Resolution ($150,000))

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said $150,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 72(2nd)(a) of the Law, is twenty (20) years.

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

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

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

Attachment: CertBondReso (RES-2025-86 : Various Signal Upgrades - Bond Resolution ($150,000))

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

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

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

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

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

Attachment: CertBondReso (RES-2025-86 : Various Signal Upgrades - Bond Resolution ($150,000))

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

Attachment: CertBondReso (RES-2025-86 : Various Signal Upgrades - Bond Resolution ($150,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on February 3, 2025, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

> "BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED FEBRUARY 3, 2025, AUTHORIZING VARIOUS TRAFFIC SIGNAL IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $150,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $150,000 TO FINANCE SAID APPROPRIATION,"

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

FIRST: AUTHORIZING said Town is authorized to finance various traffic signal improvements, as described in the map, plan and report dated February 2025, prepared by the Town Engineering Department (2025-2030 Capital Improvement Program Project H-4); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $150,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $150,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $150,000 pursuant to the Local Finance Law of the State of New York to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is twenty (20) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

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

Attachment: CertBondReso (RES-2025-86 : Various Signal Upgrades - Bond Resolution ($150,000))

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

DATED: February 3, 2025

FRANCINA J. SPOTH,
Town Clerk

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

* * *

Attachment: CertBondReso (RES-2025-86 : Various Signal Upgrades - Bond Resolution ($150,000))

The adoption of the foregoing resolution was seconded by _____and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2025-86 : Various Signal Upgrades - Bond Resolution ($150,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on February 3, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of February, 2025.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2025-86 : Various Signal Upgrades - Bond Resolution ($150,000))

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29957 A **RESOLUTION 2025-87** **ROLL CALL VOTE (ADOPTED)**

Eggerstville Snyder Library Partial Roof Replacement - Bond Resolution

AGENDA ITEM : FEBRUARY 3rd, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **Eggertsville Snyder Library Partial Roof Replacement**
2025-2030 C.I.P. – Project F-8
Bond Resolution - $110,000

Kindly take the following action with respect to the above bond request:

(1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and

(2) Adopt the attached bond resolution authorizing the issuance of $110,000.00 in serial bonds for the above-referenced Town improvement.

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

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item – February 3, 2025**)
Daryl C. Bramer, Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Mark S. Berke, PE, Building Commissioner (*w/attachments)*
Sean Pellow, Project Manager (*w/attachments*)
Daniel J. Rizzo, Project Manager (*w/attachments*)
Anne Dafchik, AIA, NCARB, Architect (*w/attachments*)
Mike Bushen, Planning Draftsworker (*w/attachments*)

2/3/2025

A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $110,000

RESULT:	**ROLL CALL VOTE (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, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM January 14, 2025

TO: Sean Pellow, Director of Facilities

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Classification – Eggertsville Snyder Library Partial Roof Replacement
2025-2030 C.I.P. Project F-8

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(1). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\01_14_2025_F-8_Eggertsville Snyder Library Partial Roof Replacement.docx

cc: Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: 01_14_2025_F-8_Eggertsville Snyder Library Partial Roof Replacement (RES-2025-87 : Eggerstville Snyder Library Partial Roof

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

February 3, 2025

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on February 3, 2025.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman Shawn Lavin, Deputy Supervisor/Councilman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2025-87 : Eggerstville Snyder Library Partial Roof Replacement - Bond Resolution ($110,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED FEBRUARY 3, 2025, AUTHORIZING THE PARTIAL ROOF REPLACEMENT FOR EGGERTSVILLE SNYDER LIBRARY, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $110,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $110,000 TO FINANCE SAID APPROPRIATION.

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to finance the partial roof replacement for Eggertsville Snyder Library, as described in the map, plan and report dated February 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project F-8). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $110,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $110,000 to finance said appropriation and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $110,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2025-87 : Eggerstville Snyder Library Partial Roof Replacement - Bond Resolution ($110,000))

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said $110,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 12(a)(2) of the Law, is fifteen (15) years.

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

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

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

Attachment: CertBondReso (RES-2025-87 : Eggerstville Snyder Library Partial Roof Replacement - Bond Resolution ($110,000))

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

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

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

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

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

Attachment: CertBondReso (RES-2025-87 : Eggerstville Snyder Library Partial Roof Replacement - Bond Resolution ($110,000))

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

Attachment: CertBondReso (RES-2025-87 : Eggerstville Snyder Library Partial Roof Replacement - Bond Resolution ($110,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on February 3, 2025, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

"BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED FEBRUARY 3, 2025, AUTHORIZING THE PARTIAL ROOF REPLACEMENT FOR EGGERTSVILLE SNYDER LIBRARY, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $110,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $110,000 TO FINANCE SAID APPROPRIATION,"

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

FIRST: AUTHORIZING said Town is authorized to finance the partial roof replacement for Eggertsville Snyder Library, as described in the map, plan and report dated February 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project F-8); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $110,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $110,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $110,000 pursuant to the Local Finance Law of the State of New York to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

Attachment: CertBondReso (RES-2025-87 : Eggerstville Snyder Library Partial Roof Replacement - Bond Resolution ($110,000))

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

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

DATED: February 3, 2025

FRANCINA J. SPOTH,
Town Clerk

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

* * *

Attachment: CertBondReso (RES-2025-87 : Eggerstville Snyder Library Partial Roof Replacement - Bond Resolution ($110,000))

The adoption of the foregoing resolution was seconded by _____and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2025-87 : Eggerstville Snyder Library Partial Roof Replacement - Bond Resolution ($110,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on February 3, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of February, 2025.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2025-87 : Eggerstville Snyder Library Partial Roof Replacement - Bond Resolution ($110,000))

Town of Amherst

Facilities Department

Eggertsville Snyder Library Partial Roof Replacement

2025-2030 Capital Improvement Project F-8

MAP, PLAN & REPORT

February 2025

Contents:

- Background
- Location
- Project Description and Improvements
- Project Justification
- Anticipated Project Schedule
- Financial Summary
- Taxation Summary
- Town of Amherst SEQR Determination

Prepared by:
Town of Amherst
Facilities Department
5583 Main Street, Williamsville, NY 14221
(716) 631 – 7080 | (716) 631 – 7109

Attachment: MPR 2025 F-8 Eggerstville Snyder Library Partial Roof Replacement (RES-2025-87 : Eggerstville Snyder Library Partial Roof

Background

The Eggertsville Snyder Public Library is a key community facility that provides access to resources, programs, and services for residents. The roof, a critical component of the building's infrastructure, requires a partial replacement to address current issues and ensure the facility remains safe and functional for public use.

The Town of Amherst has identified Project "F-8", as a 2025 project to provide capital improvements to the Eggertsville Snyder Public Library.

Town of Amherst
Proposed 2025-2030 Capital Improvement Program
(All dollars are in $1,000's)
9/15/2024

Project ID	Project Title/Description	2025		2026		2027		2028		2029		2030		Total Cost 2025-2030
F-5	**Harlem Rd. CC Auditorium Restoration** Replacement and abatement of ceiling, replacement of seating and carpet, paint entire room.	611 LA												$611
F-6	**Senior Center Capital Improvements** General improvements including flagpole replacement, remaining carpet replacement, parking lot study, sidewalk and curb reconstruction, kitchen equipment replacements, exterior canopy reconstruction, and interior/exterior renovations; replace three larger rooftop airhandler units that have exceeded their useful life; upgrades to existing boiler system to improve energy efficiency. Possible CDBG funding.	300 LA				300 LA		200 LA						$800
F-7	**Engineering Dept. Building Improvements** Includes updating generators, replacing existing siding, and awning replacements at the main office building.			250 LW										$250
F-8	**Eggertsville Snyder Library Partial Roof Repl.** Replace approx. 2,500 SF of flat roof. Existing roof is aging built up and EPDM roofing system, exhibiting moderate to excessive wear. The roofing system is approaching the end of rated life-cycle. New roofing to include improved insulation to improve energy efficiency.	110 LA												$110
F-9	**Williamsville Library Partial Roof Repl.** Replace approx. 9,000 SF of sloped asphalt shingle roof. Roofing materials showing deterioration and wear. Staining and cupping of asphalt shingles is observed. Roofing system is approaching the end of its remaining useful life. Replace all associated trim, sealants, and flashing.			150 LA										$150
F-10	**Town Hall Renovations** Flagpole replacement, cupola reconstruction, weathervane replacement, upgrades to Town Clerk service desk, other interior building renovations as required to facilitate departmental needs.			100 LA		580 LA								$680
F-11	**Senior Center Roofing** Includes replacement of wet insulation and replacement of select existing single-ply membrane roof. Existing roof is approx. 25 years old. Roof area is approx. 53,000 SF.			2,100 LA										$2,100
F-12	**5005 Sheridan Dr. Generator Replacement** Replace generator at Williamsville Youth & Family Center building.			75 LA										$75
F-13	**Town Parking Lot Sealing & Striping** Crack fill, seal coat and stripe various Town facilities to prevent premature failure of asphalt surfacing.	100 LA		100 LA		100 LA		100 LA		100 LA		100 LA		$600
F-14	**Town Parking Lot Paving** Parking lot paving improvements at Town facilities to correct deterioration.	100 LA		100 LA		100 LA		100 LA		100 LA		100 LA		$600
Highway - $11,923														
H-1	**Paving** Repave various Town roads.	1,110 LD		1,110 LD		1,250 LD		1,250 LD		1,250 LD		1,250 LD		$7,220

Attachment: MPR 2025 F-8 Eggerstville Snyder Library Partial Roof Replacement (RES-2025-87 : Eggerstville Snyder Library Partial Roof

Location

The parcel is located at 4622 Main St, Snyder NY 14226. SBL: 80.06-1-17. ***Note:*** *Work Area indicated by red-dashed line.*

Figure 1 - Project Location

Figure 2 – Building on Site

Attachment: MPR 2025 F-8 Eggerstville Snyder Library Partial Roof Replacement (RES-2025-87 : Eggerstville Snyder Library Partial Roof

Project Description and Improvements

The project includes the following scope of work: Replace approximately 2,500 square feet of flat roofing at the Eggertsville Snyder Public Library. The project involves the removal of the existing aging built-up and EPDM roofing system, which is exhibiting moderate to excessive wear and is at the end of its rated life-cycle. The replacement will include the installation of a new roofing system with enhanced insulation to improve energy efficiency and extend the roof's lifespan. Complete roofing system may also include associated roof drainage items, copings, trim and facias for a full and complete installation.

Other projects may be prioritized on an as-needed basis.

Project Justification

This project is necessary to address the deteriorating condition of the existing roofing system at the Eggertsville Snyder Public Library. The current roof has exceeded its expected life-cycle and is showing significant wear, increasing the risk of leaks and damage to the building. Replacing the roof with a new system, will improve energy efficiency, protect the facility, and ensure it continues to serve the community effectively.

Anticipated Project Schedule

Bond Action: February 2025
Construction: Starting May 2025, anticipated end date September 2026

Financial Summary

The Town of Amherst identified funding in the approved 2025-2030 Capital Improvement Program under Project F-8, in the amount of $110,000. The funds have been identified as a General Fund Bond with a minimum useful life of **15** years.

Construction	87,450.00
Design @ 15%	16,500.00
Contingency @ 5%	5,500.00
Legal / Admin	550.00
TOTAL	**$ 110,000.00**

Taxation Summary

Total Bond Amount	$110,000 (General Fund)
Bond Term	15 Years
Annual Tax Impact	$0.0006 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$0.1916 per $346,000 AV at 100% Equalization

Town of Amherst SEQR Determination

See attached memo from the Amherst Planning Department.

Attachment: MPR 2025 F-8 Eggerstville Snyder Library Partial Roof Replacement (RES-2025-87 : Eggerstville Snyder Library Partial Roof

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM January 14, 2025

TO: Sean Pellow, Director of Facilities

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Classification – Eggertsville Snyder Library Partial Roof Replacement
2025-2030 C.I.P. Project F-8

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(1). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\01_14_2025_F-8_Eggertsville Snyder Library Partial Roof Replacement.docx

cc: Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2025 F-8 Eggerstville Snyder Library Partial Roof Replacement (RES-2025-87 : Eggerstville Snyder Library Partial Roof

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29980 **RESOLUTION 2025-88** **ADOPTED**

2025 Fire Protection District Contract - Swormville Fire Department - Request Public Hearing

AGENDA ITEM : FEBRUARY 3rd, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **2025 Fire Protection District Contract**
***Fire Protection District No. 12 - Swormville Fire Department**
(CRS#5292)

Due to a publication error, a Notice of Public Hearing was inadvertently not published to correctly notice the scheduled Public Hearing for the above fire district (which was supposed to be held on January 21st until that meeting was cancelled due to weather and the Public Hearing would then have been held this evening at 7:00 p.m. with the others).

In this regard, kindly schedule a Public Hearing for February 24, 2025 @ 7:00 p.m. to approve the above-referenced Fire Protection District Contract for the 2025 calendar year.

SAA:nmb
c: Tim Koller, Deputy Town Clerk
(*w/attachments,* **Agenda Item – February 3, 2025**)

2/3/2025
Consent

FINANCIAL IMPACT:

As detailed in the attached adopted 2025 budget,

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: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29983 A **RESOLUTION 2025-89** **ADOPTED**

Adopt Order Calling Public Hearing - 2025 Waterlines Project

AGENDA ITEM : FEBRUARY 3rd, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **2025 Waterline Improvements & Replacements**
2025-2030 C.I.P. - Project No. E-4
Order Calling Public Hearing - $3,402,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on February 24, 2025 at 7:00 p.m.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item – February 3, 2025**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Brian J. Armstrong, Director of Engineering Services *(w/attachment)*

2/3/2025
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

At a regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 3rd day of February, 2025.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Shawn Lavin, Deputy Supervisor/Councilman
Jacqualine Berger, Councilwoman
Angela Marinucci, Councilwoman
Michael R. Szukala, Councilman

In the Matter

of the

Increase and Improvement of Facilities of the Water District No. 15C, in the Town of Amherst, in the County of Erie, New York, pursuant to Section 202-b of the Town Law

---

Offered by:

Seconded by:

ORDER CALLING FOR A PUBLIC
HEARING TO BE HELD ON
FEBRUARY 24, 2025

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of the Water District No. 15C , in the Town (herein referred to as the "District"), has caused the Town Engineering Department, engineers duly licensed by the State of New York (the "Engineer"), to prepare the map, plan and report, dated January, 2025, for the increase and improvement of facilities of the District, consisting of watermain improvements and replacements along Cimarand Drive (Phase 1), Transit Road and

Attachment: CertOCPH (RES-2025-89 : Adopt Order Calling Public Hearing - 2025 Waterlines Project)

Pineview Drive, at the estimated maximum cost of $3,402,000 (2025-2030 CIP Project No. E-4); and

WHEREAS, pursuant to the direction of the Town, the Engineer has completed and filed with the Town Board such preliminary map, plan and report for said increase and improvement of facilities of the District and has estimated the total cost thereof to be $3,402,000; and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the project described herein may have on the environment and has determined that the project is a Type II action pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law, and 6 N.Y.C.R.R., Regulations Part 617.5;

NOW, THEREFORE, BE IT

ORDERED, that a regular meeting of the Town Board of the Town be held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 24th day of February, 2025 at 7:00 o'clock P.M. (Prevailing Time) to consider said increase and improvement of the facilities of the District and to hear all persons interested in the subject thereof concerning the same

FURTHER ORDERED, that the Town Clerk publish at least once in the "*Amherst Bee,"* hereby designated as the official newspaper of the Town for such publication, and post on the Town's website at www.amherst.ny.us, on the front entrance door and rear doors of Town Hall and on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of such public hearing, substantially in the form attached hereto as Exhibit A, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

Attachment: CertOCPH (RES-2025-89 : Adopt Order Calling Public Hearing - 2025 Waterlines Project)

DATED: February 3, 2025

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

The adoption of the foregoing Order was duly put to a vote on roll call, which resulted as follows:

Supervisor Brian J. Kulpa	voting_____
Deputy Supervisor/Councilman Shawn Lavin	voting_____
Councilwoman Jacqualine Berger	voting_____
Councilwoman Angela Marinucci	voting _____
Councilman Michael R. Szukala	voting _____

The Order was declared adopted.

* * * * *

Attachment: CertOCPH (RES-2025-89 : Adopt Order Calling Public Hearing - 2025 Waterlines Project)

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 3rd day of February, 2025, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this 3rd day of February, 2025.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2025-89 : Adopt Order Calling Public Hearing - 2025 Waterlines Project)

Exhibit A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Amherst, in the County of Erie, State of New York (the "Town"), will meet at the Town Hall, 5583 Main Street, Williamsville, New York, on February 24, 2025, at 7 o'clock P.M. (Prevailing Time), for the purpose of conducting a public hearing in relation to the proposed increase and improvement of facilities of the Town's Water District No. 15C (the "District"), consisting of watermain improvements and replacements along Cimarand Drive (Phase 1), Transit Road and Pineview Drive, at the estimated maximum cost of $3,402,000 (2025-2030 CIP Project No. E-4), as described in the map, plan and report, dated January, 2025, prepared by the Town Engineering Department. The current approved total estimated maximum cost of the projects is $3,402,000, which is proposed to be financed through issuance of bonds by the Town of Amherst on behalf of the District, payable by levy and collections of assessments on real property in the District. Therefore, the project cost burden is expected to be borne by District property owners throughout the expected term of the bonds. However, the bonds to be issued shall be general obligation bonds of the Town and in the event the amount of assessments collected within the District is insufficient to pay the cost of the project and/or the debt service related to the project, such costs and/or debt service shall be paid from the general Town taxes.

Further details concerning such proposed increase and improvement of facilities and the estimated costs thereof are set forth in the above-mentioned map, plan and report which is available for review at the office of the Town Clerk.

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF AMHERST

Dated: February 3, 2025
Williamsville, New York

Francina J. Spoth.
Town Clerk

Attachment: CertOCPH (RES-2025-89 : Adopt Order Calling Public Hearing - 2025 Waterlines Project)

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 3rd day of February, 2025, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this 3rd day of February, 2025.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2025-89 : Adopt Order Calling Public Hearing - 2025 Waterlines Project)

Town of Amherst
Engineering Services Department

2025
Waterline Improvements & Replacements
2025 – 2030 C.I.P.
Project No. E-4

Map, Plan & Report
January 2025

Contents:

- Existing Conditions
- Proposed Scope of Improvements
- Financial / Taxation Summary
- Town of Amherst Planning Department SEQR Determination
- Exhibit Maps 1-3

Town of Amherst Engineering Services Department
1100 North Forest Rd., Williamsville, NY 14221
(716) 631-7154 / (716) 631-7222

Attachment: MPR 2025 E-4 Waterline Replacement (RES-2025-89 : Adopt Order Calling Public Hearing - 2025 Waterlines Project)

Town of Amherst
Engineering Services Department
2025 Waterline Replacements

Attachment: MPR 2025 E-4 Waterline Replacement (RES-2025-89 : Adopt Order Calling Public Hearing - 2025 Waterlines Project)

EXISTING CONDITIONS:

The Town of Amherst owns an intricate water distribution system consisting of watermains, valves, hydrants and individual services. This system is currently maintained by the Erie County Water Authority through a lease managed agreement. The Erie County Water Authority provides the Town with a priority list of watermains in need of replacement based on the frequency and extent of service calls received for each main.

The Town of Amherst has numerous watermains in need of replacement for deficiencies such as vertical and longitudinal cracks, holes, failing joints, valves and hydrants. The watermain deficiencies are due to several reasons such as age, corrosive soils and increased demand. The deficient physical conditions of the existing cast iron watermains causes decreased flow capacity and inefficiency within the system. It is evident that rectification of the system is necessary to protect the health and well being of the residents within these areas, while providing a higher level of service. Based on service calls and maintenance history, the following proposed watermain improvements are anticipated. Should priorities change, or funding remain available, funds will be used in other areas within the water district.

PROPOSED SCOPE OF IMPROVEMENTS:

CIMARAND DRIVE (PHASE 1)

Cimarand Drive is a Town of Amherst roadway with upright concrete curbing and has a 70-foot wide right of way. The entire limits of Cimarand Drive run from Hopkins road to the east to the Southwedge Road cross-street to the west. Due to location of the most frequent waterline breaks and funding limitations, the replacement of this waterline will occur in 2 phases. The first phase of waterline replacement improvement shall be funded within this bond action and will provide for replacement of approximately 1,250 linear feet of 8-inch watermain that was originally installed within hydric soils in approximately 1973. As per Exhibit 1, this first phase of proposed anticipated improvement area is anticipated to be along Cimarand Drive between Hopkins Road and Alran Drive. The referenced watermain currently services single family homes as well as a townhouse development.

Topography within the improvement area is generally flat. The area is considered moderately developed. The existing 8-inch diameter cast iron watermain exhibits numerous deficiencies and is located within the right-of-way. Electric and telephone utilities are overhead while natural gas, storm sewer and sanitary sewer lines are located underground and in close proximity to the watermain.

The referenced project will likely be constructed along both the eastbound and westbound lanes of Cimarand Drive. The existing 8-inch cast iron watermain will be abandoned in place. The new watermain will include approximately 1,250 linear feet of 8-inch ductile iron or PVC pipe, four (4) new fire hydrants, four (4) new 8-inch gate valves, and new service connections (replacements and reconnections). Watermain improvements will be within the right of way and utility easements in order to reduce construction costs and minimize disturbance.

The above referenced replacement-in-kind project will be designed, let and constructed during 2025.

TRANSIT ROAD

Transit Road is owned and maintained by the New York State Department of Transportation with upright concrete curbing and a 100-foot wide right of way. Due to frequent costly watermain breaks, we anticipate replacement of the existing 10-inch ductile iron watermain that was originally installed in 1961. As per Exhibit 2, it is anticipated to replace approximately 2,150 linear feet of existing watermain between North French Road to the north and Miles Road to the south. This improvement will occur along the west side of Transit Road within and adjacent to the westernmost southbound travel lane. The referenced watermain currently services predominantly commercial, retail and apartment entities.

Topography within the improvement area is generally flat. The existing 10-inch diameter cast iron watermain exhibits numerous deficiencies and is located within the right-of-way. Electric and telephone utilities are overhead while natural gas, storm sewer and sanitary sewer lines are located underground and in close proximity to the watermain.

The existing 10-inch cast iron watermain will either be removed or be abandoned in place. The new watermain will include approximately 2,150 linear feet of 10-inch ductile iron or PVC pipe, several new fire hydrants, numerous new gate valves, and new service connections (replacements and reconnections). Watermain improvements will be within the right of way and utility easements in order to reduce construction costs and minimize disturbance.

The above referenced replacement-in-kind project will be designed, let and constructed during 2025 and 2026.

PINEVIEW DRIVE

Pineview Drive is a Town of Amherst roadway found within the Audubon Industrial Complex with upright concrete curbing and a 50-foot wide right of way. Due to frequent costly watermain breaks, we anticipate replacement of the existing 12-inch ductile iron watermain that was originally installed in 1978. As per Exhibit 3, it is anticipated to replace approximately 2,950 linear feet of existing watermain between North French Road to the north and Creekside Drive to the south. This improvement will occur along Pineview Drive within the existing right-of-way. The referenced watermain currently services industrial business customers.

Topography within the improvement area is generally flat. The existing 12-inch diameter cast iron watermain exhibits numerous deficiencies and is located within the right-of-way. Electric and telephone utilities are overhead while natural gas, storm sewer and sanitary sewer lines are located underground and near the watermain.

In an effort to avoid water service outages to industrial customers, the referenced project will likely be constructed along the west side of Pineview in an effort to leave the existing watermain in place and in service for as long as possible prior to activating the new replacement main. Subsequent to placing the new main into service, the existing line would then be abandoned in place. The new watermain will include approximately 2,950 linear feet of 12-inch ductile iron or PVC pipe, four (4) new fire hydrants, two (2) new 12-inch gate valves, and new service connections (replacements and reconnections). Watermain improvements will be within the right of way and utility easements to reduce construction costs and minimize disturbance.

The above referenced replacement-in-kind project will be designed, let and constructed during 2025 and 2026.

All construction methods and materials will be in accordance to Erie County Water Authority, Erie County Department of Public Works and Town of Amherst specifications.

Attachment: MPR 2025 E-4 Waterline Replacement (RES-2025-89 : Adopt Order Calling Public Hearing - 2025 Waterlines Project)

The locations of the proposed watermain replacements indicated above shall all conform to New York State Department of Health regulations with regards to proximity to existing sanitary sewer mains. A minimum of 10 feet of separation shall be maintained throughout the length of the new watermains. All design specifications are in conformance with Erie County Water Authority standards including the location of hydrants and valves. All building services will be reconnected or replaced as necessary, with all existing hydrants removed and replaced with new hydrants.

The installation of the new watermains will increase available flows in addition to eliminating the current need for frequent repair of the system's components. These improvements will therefore provide safer, more cost effective and better-quality service throughout the affected areas.

In addition to the referenced waterline improvements, the Town of Amherst may also perform emergency waterline capital improvements anywhere within water district 15C as required to ensure public health and safety.

FINANCIAL / TAXATION SUMMARY:

The proposed replacement-in-kind projects described herein will be designed, let and constructed during 2025 and 2026. The total cost of these improvements will be bonded against Town Water District No. 15C at a total cost of $3,402,000.00, financed entirely with serial bonds. The proposed improvements are anticipated to have a minimum life expectancy of 20 years.

PROJECT COST SUMMARY

Estimated Construction Costs	3,035,000.00
Estimated Professional Services	350,000.00
Legal/Administrative	17,000.00
Project Bond Total	**3,402,000.00**

Taxation Summary:

- Total Bond Amount: $3,402,000 (Water District 15C)
- Bond Term: 20 years
- Annual Tax Impact:
  - Water District #15C: $0.0157 per $1,000 AV (100% Equalization)
- Median Home Annual Tax Impact:
  - Water District #15C: $5.4422 per $346,000 AV (100% Equalization)

Attachment: MPR 2025 E-4 Waterline Replacement (RES-2025-89 : Adopt Order Calling Public Hearing - 2025 Waterlines Project)

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM January 23, 2025

TO: Brian Armstrong, Director
Engineering Services Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Classification – Waterline Replacements
2025-2030 C.I.P. Project E-4

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(1). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\01_23_2025_E-4_Waterline Replacements.docx

cc: Marty Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2025 E-4 Waterline Replacement (RES-2025-89 : Adopt Order Calling Public Hearing - 2025 Waterlines Project)

EXHIBIT 1: CIMARAND DRIVE (PHASE 1)

EXHIBIT 2: TRANSIT ROAD

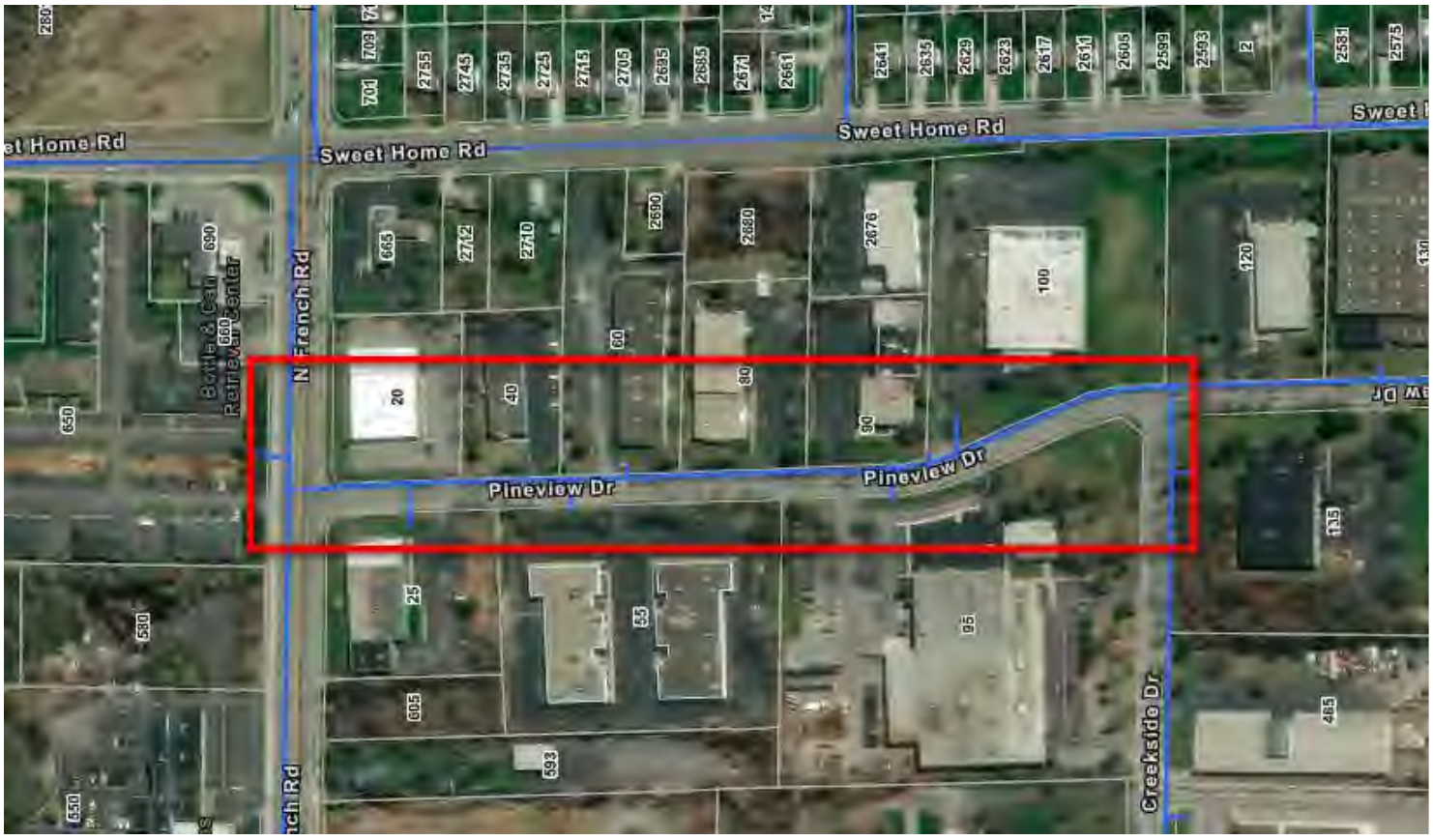

EXHIBIT 3: PINEVIEW DRIVE

Attachment: MPR 2025 E-4 Waterline Replacement (RES-2025-89 : Adopt Order Calling Public Hearing - 2025 Waterlines Project)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29993 **RESOLUTION 2025-90** **ADOPTED**

Adopt Order Calling Public Hearing - Sanitary Sewer Projects (S-5 - S-7)

AGENDA ITEM : FEBRUARY 3rd, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **2025 Sanitary Sewer Assessment Projects**
2025 C.I.P. - Project No. S-5
Order Calling Public Hearing - $250,000

Miscellaneous Sanitary Sewer Repairs
2025 C.I.P. - Project No. S-6
Order Calling Public Hearing - $700,000

Sanitary Sewer Relining and Manhole Rehabilitation
2025 C.I.P. - Project No. S-7
Order Calling Public Hearing - $1.3M

Kindly adopt the attached Order Calling Public Hearing regarding the above matters by scheduling a Public Hearing for the projects on February 24, 2025 at 7:00 p.m.

Also attached are the Map Plan and Reports which provide further detail on the scope of each project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachments, **Agenda Item – February 3, 2024**)
Daryl C. Bramer, Comptroller *(w/attachments)*
Lynda Juul, Director of Finance *(w/attachments)*
Dan Howard, Director of Planning *(w/attachments)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachments*)
Vaishali Reberholt, PE, Assistant Municipal Engineer (*w/attachments*)

2/3/2025
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

At a regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 3rd of February, 2025.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Shawn Lavin, Deputy Supervisor/Councilman
Jacqualine Berger, Councilwoman
Angela Marinucci, Councilwoman
Michael R. Szukala, Councilman

In the Matter

of the

Increase and Improvement of Facilities of the Consolidated Sanitary Sewer District, in the Town of Amherst, in the County of Erie, New York, pursuant to Section 202-b of the Town Law

---

Offered by:

Seconded by:

ORDER CALLING FOR A PUBLIC HEARING TO BE HELD ON FEBRUARY 24, 2025

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of the Consolidated Sanitary Sewer District, in the Town (herein referred to as the "District"), has caused the Town Engineering Department, engineers duly licensed by the State of New York (the "Engineer") to prepare the map, plan and reports, dated January, 2025, for the increase and improvement of facilities of the District, consisting of (i) planning costs for the Interceptor rehabilitation and H2S design at the estimated maximum cost of $250,000 (2025 CIP Project No. S-5), (ii) miscellaneous sanitary sewer repairs

Attachment: CertOCPH (RES-2025-90 : Adopt Order Calling Public Hearing - Sanitary Sewer Projects (S5-S7))

at the estimated maximum cost of $700,000 (2025 CIP Project No. S-6), and (iii) sanitary sewer relining and manhole rehabilitation at the estimated maximum cost of $1,300,000 (2025 CIP Project No. S-7); and

WHEREAS, pursuant to the direction of the Town, the Engineer has completed and filed with the Town Board such preliminary maps, plans and reports for said increase and improvement of facilities of the District and has estimated the total cost thereof to be $2,250,000; and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the projects described herein may have on the environment and has determined that each of the projects are Type II actions pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law, and 6 N.Y.C.R.R., Regulations Part 617.5;

NOW, THEREFORE, BE IT

ORDERED, that a regular meeting of the Town Board of the Town be held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 24th day of February, 2025 at 7:00 o'clock P.M. (Prevailing Time) to consider said increase and improvement of facilities of the District and to hear all persons interested in the subject thereof concerning the same

FURTHER ORDERED, that the Town Clerk publish at least once in the "*Amherst Bee,"* hereby designated as the official newspaper of the Town for such publication, and post on the Town's website at www.amherst.ny.us, on the front entrance door and rear doors of Town Hall and on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of such public hearing, substantially in the form attached hereto as Exhibit A, the

Attachment: CertOCPH (RES-2025-90 : Adopt Order Calling Public Hearing - Sanitary Sewer Projects (S5-S7))

first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

DATED: February 3, 2025

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

The adoption of the foregoing Order was duly put to a vote on roll call, which resulted as follows:

Supervisor Brian J. Kulpa	voting_____
Deputy Supervisor/Councilman Shawn Lavin	voting_____
Councilwoman Jacqualine Berger	voting_____
Councilwoman Angela Marinucci	voting_____
Councilman Michael R. Szukala	voting _____

The Order was declared adopted.

* * * * *

Attachment: CertOCPH (RES-2025-90 : Adopt Order Calling Public Hearing - Sanitary Sewer Projects (S5-S7))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 3rd of February, 2025, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this _____ day of February, 2025.

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2025-90 : Adopt Order Calling Public Hearing - Sanitary Sewer Projects (S5-S7))

Exhibit A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Amherst, in the County of Erie, State of New York, will meet at the Town Hall, 5583 Main Street, Williamsville, New York, on February 24, 2025, at 7 o'clock P.M. (Prevailing Time), for the purpose of conducting a public hearing in relation to the proposed increase and improvement of facilities of Consolidated Sanitary Sewer District (the "District"), consisting of (i) planning costs of Interceptor rehabilitation and H2S design at the estimated maximum cost of $250,000 (2025 CIP Project No. S-5), (ii) miscellaneous sanitary sewer repairs at the estimated maximum cost of $700,000 (2025 CIP Project No. S-6), and (iii) sanitary sewer relining and manhole rehabilitation at the estimated maximum cost of $1,300,000 (2025 CIP Project No. S-7,), all as described in the map, plan and reports, dated January, 2025, prepared by the Town Engineering Department. The current approved estimated maximum cost of the project is $2,250,000, which is proposed to be financed through issuance of bonds by the Town of Amherst on behalf of the District, payable by levy and collections of assessments on real property in the District. Therefore, the project cost burden is expected to be borne by District property owners throughout the expected term of the bonds. However, the bonds to be issued shall be general obligation bonds of the Town of Amherst and in the event the amount of assessments collected within the District is insufficient to pay the cost of the project and/or the debt service related to the project, such costs and/or debt service shall be paid from the general Town taxes.

Further details concerning such proposed increase and improvement of facilities and the estimated costs thereof are set forth in the above-mentioned map, plan and reports which is available for review at the office of the Town Clerk.

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF AMHERST

Dated: February 3, 2025
Williamsville, New York

Francina J. Spoth
Town Clerk

Attachment: CertOCPH (RES-2025-90 : Adopt Order Calling Public Hearing - Sanitary Sewer Projects (S5-S7))

TOWN OF AMHERST
ENGINEERING DEPARTMENT

2025
SANITARY SEWER ASSESSMENT PROJECTS

2025 CIP PROJECT S-5

INTERCEPTOR REHABILITATION AND H2S STUDY

TOWN OF AMHERST JOB NO. 2025-001F

MAP, PLAN & REPORT

January 2025

Contents:

- Executive Summary
- Project Description
- Financial Summary
- Taxation Summary
- SEQR Determination

Attachment: MPR 2025 S-5 Sanitary Sewer Studies (RES-2025-90 : Adopt Order Calling Public Hearing - Sanitary Sewer Projects (S5-S7))

TOWN OF AMHERST
2025 SANITARY SEWER ASSESSMENT PROJECTS

INTERCEPTOR REHABILITATION AND H2S STUDY

Attachment: MPR 2025 S-5 Sanitary Sewer Studies (RES-2025-90 : Adopt Order Calling Public Hearing - Sanitary Sewer Projects (S5-S7))

EXECUTIVE SUMMARY:

The Town of Amherst Sewer Maintenance Division is proceeding with the above sanitary sewer project outlined in the 2025 Capital Improvement Project schedule (Project S-5). This project is located within the Consolidated Sanitary Sewer District, includes a comprehensive study to assess and model hydrogen sulfide (H2S) levels within the sanitary sewer system, along with the development of a strategic plan to rehabilitate large-diameter sanitary sewer interceptor sections.

The Town recognizes the challenges posed by aging sewer infrastructure, increased wastewater flows, and growing demand for sewer capacity. As the community evolves and development shifts from greenfield projects to redevelopment, the Town must focus not only on eliminating the two remaining sanitary sewer overflows (SSOs) but also on evaluating the impact of H2S on its aging infrastructure. By doing so, the Town can take proactive steps to mitigate these effects, extend the life of the sewer pipes, and ensure their structural integrity.

The Sewer Maintenance Division had hired a consultant to perform a Sanitary Interceptor Condition Assessment Project to inspect the Town's large-diameter sanitary interceptor sewers ranging in size from 36-inch to 84-inch. These reinforced concrete pipe sewers, which were installed in the mid-1970's, convey a majority of the Town's sewage to Plant #16. These sewers are subjected to the deteriorating conditions hydrogen sulfide generated by the decomposition of sewage within the pipes. The Condition Assessment used Closed Circuit Television Inspection (CCTV) and sonar to determine the overall condition of Westside Interceptor and larger diameter sections of the N. French Rd. Interceptor. Based on the findings, a strategic rehabilitation plan for these large-diameter interceptors will be developed.

The Interceptor Rehab evaluations and planning with no construction or disturbances and the H2S Study Project focuses on H2S metering data collection and modeling, therefore no SEQR is required for the project.

PROJECT DESCRIPTION:

Interceptor Rehabilitation and H2S Study

The Town's Sanitary Interceptor System includes approximately 72,269 linear feet (13.7 miles) of Reinforced Concrete Pipe (RCP), with pipe sizes ranging from 36 inches to 84 inches in diameter.

These interceptor pipes are exposed to the harsh conditions of the wastewater system, and over time, the interior of the pipes can deteriorate due to the formation of hydrogen sulfide gases, which are produced by the decomposition of sewage.

Over the past two years, the Town has conducted CCTV and sonar inspections to assess the condition of the Westside Interceptor and larger diameter sections of the North French Interceptor. These inspections have provided valuable insights into the extent of pipe deterioration within the system. Based on these findings, the Town aims to develop a strategic rehabilitation plan for the

large-diameter interceptors. This plan is crucial, as rehabilitating these systems requires significant financial investment, and having a comprehensive plan is essential when applying for grant funding from federal and state agencies.

Additionally, the study will assess and model hydrogen sulfide (H2S) levels within the sanitary sewer system, allowing the Town to take proactive measures to mitigate these effects, prolong the lifespan of the sewer pipes, and maintain their structural integrity.

FINANCIAL SUMMARY:

Estimated Costs:

Engineering & Inspection (Design & Inspection)	$248,750.00
Legal & Administration	$1,250.00
Total Bond Amount	$250,000.00

TAXATION SUMMARY:

Total Bond Amount	$250,000 (Sewer Fund)
Bond Term	5 years
Annual Tax Impact	$0.0028 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$0.9738 per $346,000 AV at 100% Equalization

SEQR DETERMINATION:

See attached memo from the Amherst Planning Department.

Attachment: MPR 2025 S-5 Sanitary Sewer Studies (RES-2025-90 : Adopt Order Calling Public Hearing - Sanitary Sewer Projects (S5-S7))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM January 28, 2025

TO: Vaishali Reberholt, P.E., Assistant Municipal Engineer
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
2025 Sanitary Sewer Assessment Projects
2025-2030 C.I.P. Project S-5

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5(c)(27) Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\S-5_2025 Sanitary Sewer Assessement Projects _01_28_2025.docx

cc:
Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2025 S-5 Sanitary Sewer Studies (RES-2025-90 : Adopt Order Calling Public Hearing - Sanitary Sewer Projects (S5-S7))

TOWN OF AMHERST
ENGINEERING DEPARTMENT

2025
SANITARY SEWER IMPROVEMENT PROJECTS

2025 CIP PROJECT S-6

MISCELLANEOUS SANITARY SEWER REPAIRS

TOWN OF AMHERST JOB NO. 2025-001F

MAP, PLAN & REPORT

January 2025

Contents:

- Existing Conditions / Impacts
- Proposed Scope of Improvements
- Financial Summary
- Taxation Summary
- SEQR Determination

Attachment: MPR 2025 S-6 Misc. Sewer Repairs (RES-2025-90 : Adopt Order Calling Public Hearing - Sanitary Sewer Projects (S5-S7))

Miscellaneous Sanitary Sewer Repairs
2025 CIP Project S-6

Existing Conditions / Impacts:

The Town has an extensive network of sanitary sewer system which includes approximately 548 miles of sewer lines and about 13,237 manholes. Most of the sanitary sewers and brick manholes to be relined were constructed in the 1930's. These aging sewer lines and brick manholes are deteriorating and causing unwanted Inflow and Infiltration (I&I) to enter the sanitary sewer system. This in turn causes sanitary sewer back-ups, sewer collapses and increased flow to the West Side Interceptor and ultimately the Wastewater treatment plant.

This inevitable aging of sanitary infrastructure leads to deteriorated pipes that have insufficient capacity in keeping up with higher flows due to I&I causing SSO's and backups in various neighborhoods. Using infrastructure beyond service life will increase risk of road collapse and pose high risk to public health and safety

Proposed Scope of Improvements and Benefits:

This project performs priority repairs to the Town's sanitary sewer system. It is also used to perform needed open-cut sewer "spot" repairs to the sanitary sewer prior to relining work.

The Town typically repairs 80 to 120 segments of the sanitary sewer each year including roughly 70 service taps. These repair segments can range from 10 feet to over 350 feet in length, depending on the severity of the damage to the sewer. Environmental Assessment Form for miscellaneous sanitary repairs was submitted for review and the project was determined to be a Type II.

FINANCIAL SUMMARY:

Estimated Costs:

1. Miscellaneous Sanitary Repairs
   Consolidated Sanitary Sewer District
   Town of Amherst Job No. 20254-001F - 2025 CIP Project S-6

Estimated Construction Cost	$696,500.00
Legal & Administration	$3,500.00
Total Bond Amount:	$700,000.00

TAXATION SUMMARY:

Total Bond Amount	$700,000 (Sewer Fund)
Bond Term:	20 Years
Annual Tax Impact	$ 0.0026 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$ 0.8932 per $346,000 AV at 100% Equalization

SEQR:

See attached memo from the Amherst Planning Department.

Attachment: MPR 2025 S-6 Misc. Sewer Repairs (RES-2025-90 : Adopt Order Calling Public Hearing - Sanitary Sewer Projects (S5-S7))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM January 28, 2025

TO: Vaishali Reberholt, P.E., Assistant Municipal Engineer
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
2025 Miscellaneous Sanitary Repairs
2025-2030 C.I.P. Project S-6

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5(c)(1) Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\S-6_2025 Miscellanous Sanitary Repairs _01_28_2025.docx

cc:
Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2025 S-6 Misc. Sewer Repairs (RES-2025-90 : Adopt Order Calling Public Hearing - Sanitary Sewer Projects (S5-S7))

TOWN OF AMHERST
ENGINEERING DEPARTMENT

2025
SANITARY SEWER RELINING and MANHOLE REHABILITATION
CONSOLIDATED SANITARY SEWER DISTRICT

2025 CIP PROJECT S-7

MAP, PLAN & REPORT

January 2025

Contents:

- Existing Conditions / Impacts
- Proposed Scope of Improvements
- Financial Summary
- Taxation Summary
- SEQR Determination

Attachment: MPR 2025 S-7 Sanitary Relining & Manhole Rehab (RES-2025-90 : Adopt Order Calling Public Hearing - Sanitary Sewer Projects

Miscellaneous Sanitary Sewer Relining and Manhole Rehabilitation 2025 CIP Project S-7

Existing Conditions/ Impacts:

The Town has an extensive network of sanitary sewer system which includes approximately 548 miles of sewer lines and about 13,237 manholes. Most of the sanitary sewers and brick manholes to be relined were constructed in the 1930's. These aging sewer lines and brick manholes are deteriorating and causing unwanted Inflow and Infiltration (I&I) to enter the sanitary sewer system. This in turn causes sanitary sewer back-ups, sewer collapses and increases flow to the West Side Interceptor and ultimately the Wastewater treatment plant.

This inevitable aging of sanitary infrastructure leads to deteriorated pipes that have insufficient capacity in keeping up with higher flows due to I&I causing SSO's and backups in various neighborhoods. Using infrastructure beyond service life will increase risk of road collapse and pose high risk to public health and safety

Proposed Scope of Improvements and Benefits:

The proposed project will include relining of approximately 20,000 LF of varying diameter from 8-inch to 24-inch pipe and of various material, such as asbestos cement pipe (ACP), reinforced concrete pipe (RCP) and vitrified clay pipe (VTP) sanitary sewer pipe, about 100 manhole rehabilitations using monolithic lining systems and miscellaneous sanitary sewer repairs within the Town's consolidated sanitary sewer district with the majority of rehab focused within Mini-system-1. The proposed scope is necessary to preserve the structural integrity and extent the life of existing infrastructure of the Town.

The existing sanitary collector sewers in these areas were constructed between mid-1930's and late 1960's. The pipe materials used were asbestos cement pipe (ACP), reinforced concrete pipe (RCP) and vitrified clay pipe (VTP). These sanitary sewers are usually the deepest utility in the ground and are very prone to groundwater and storm leakage through the joints. The reline project inserts a cured-in-place liner inside these clay pipes making them more water-tight and extending their useful life by 20+ years.

We expect to achieve a significant reduction of I&I into this sewer system by the proposed sewer lining and manhole rehabilitation project. This will greatly reduce wet weather flows and the associated sanitary backups and overflows.

FINANCIAL SUMMARY:

Estimated Costs:

Estimated Construction Cost	$1,293,500.00
Legal & Administration	$6,500.00
Total Bond Amount:	$1,300,000.00

Attachment: MPR 2025 S-7 Sanitary Relining & Manhole Rehab (RES-2025-90 : Adopt Order Calling Public Hearing - Sanitary Sewer Projects

Miscellaneous Sanitary Sewer Relining and Manhole Rehabilitation 2025 CIP Project S-7

TAXATION SUMMARY:

Total Bond Amount	$1,300,000 (Sewer Fund)
Bond Term:	20 Years
Annual Tax Impact	$ 0.0048 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$ 1.6588 per $346,000 AV at 100% Equalization

SEQR:

See attached memo from the Amherst Planning Department.

Attachment: MPR 2025 S-7 Sanitary Relining & Manhole Rehab (RES-2025-90 : Adopt Order Calling Public Hearing - Sanitary Sewer Projects

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM January 28, 2025

TO: Vaishali Reberholt, P.E., Assistant Municipal Engineer
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
2025 Miscellaneous Sanitary Sewer Relining /Manhole Rehabilitation
2025-2030 C.I.P. Project S-7

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5(c)(1) Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\S-7_2025 Miscellanous Sanitary Sewer Relining_Manhole Rehabilitation_01_28_2025.docx

cc:
Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2025 S-7 Sanitary Relining & Manhole Rehab (RES-2025-90 : Adopt Order Calling Public Hearing - Sanitary Sewer Projects

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29959 **RESOLUTION 2025-91** **ADOPTED**

Approval of Counsel for Child Victim Act (CVA) Litigation Retainer Agreement - Bond Schoeneck & King PLLC (CRS# 5317)

AGENDA ITEM : FEBRUARY 3RD, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **Retainer Agreement - Child Victim Act (CVA) Litigation**
Bond Schoeneck & King PLLC (CRS #5317)

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

WHEREAS, the Town of Amherst has been sued in a case entitled LG 70 DOE v. Town of Amherst, Mathewson McCarthy Baseball and Babe Ruth League Baseball, Erie County Index Number 810847/2021 for alleged molestation by a former employee during the time period from 1977-1991; and

WHEREAS, the Town Attorney sent out a request for proposal (RFP) for legal services from experienced attorneys to represent the Town relative to this matter; and

WHEREAS, four (4) responses to the RFP were received and reviewed by the Town Attorney; and

WHEREAS, the selection of a law firm to handle this matter will assure that the Town of Amherst receives the best legal services in an expeditious cost-effective manner; and

WHEREAS, the Town Attorney has reviewed the responses to the RFP responses and has interviewed these firms; and

WHEREAS, prior counsel selected previously via this RFP (Webster Szanyi LLP) has withdrawn its representation due to the handling attorney's departure from the firm;

BE IT RESOLVED, that upon the recommendation of the Town Attorney and pursuant to Town Law §20(2), the Town Board hereby approves the selection of the law firm of Bond Schoeneck & King PLLC to represent it in relation to the LG 70 DOE matter; and

BE IT FURTHER RESOLVED, the Town Board hereby authorizes the Town Supervisor to execute the attached Retainer Agreement with Bond Schoeneck & King PLLC at the following rates upon successful completion of the Contract Routing System:

$289.00 per hour for Partners
$269.00 per hour for Associates
$175 per hour for Law Clerks
$150.00 per hour for Paralegals

BE IT FURTHER RESOLVED, this Retainer Agreement shall remain in effect until the ultimate conclusion of the LG 70 DOE matter.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item : February 3, 2025**)

2/3/2025
Consent

FINANCIAL IMPACT:

$289.00 per hour for Partners

$269.00 per hour for Associates

$175 per hour for Law Clerks

$150.00 per hour for Paralegals

P1915.4090

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

BOND SCHOENECK & KING

Avant Building - Suite 900 | 200 Delaware Avenue | Buffalo, NY 14202-2107 | **bsk.com**

KEVIN G. COPE, ESQ.
kcope@bsk.com
P: 716.416.7041
F: 716.416.7001
C: 215.760.8735

January 28, 2025

VIA ELECTRONIC MAIL

Samuel A. Alba, Esq.
Town of Amherst
Municipal Building
5583 Main Street
Williamsville, NY 14221

Dear Mr. Alba:

We are pleased to confirm our representation of the Town of Amherst in relation to Child Victims Act Litigation. We have found that setting forth the basic terms of our engagement at the outset of our representation benefits both us and our client. Those terms are set forth in the enclosed "Terms of Representation," as well as below.

Our billings with respect to this matter will be based on the time (in tenths hour increments) that our attorneys, paralegals, and other service professionals devote to it. Current hourly rates for those attorneys, paralegals and other service professionals who will work on the Town of Amherst matter vary between $289.00 per hour for Members, $269.00 per hour for Associates, $175.00 for Law Clerks and $150.00 for paralegals. While we anticipate that I will work on your matter, we may assign other individuals as needed to meet the needs of your representation.

If these terms (including the enclosed Terms of Representation) are acceptable, please sign and return a copy of this letter to my attention. Upon receipt of a signed copy of this agreement, our representation of the Town of Amherst will begin.

Again, we appreciate the opportunity to be of service and look forward to working with the Town of Amherst. If you have any questions about this letter, or about any aspect of our representation and arrangement, please do not hesitate to contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC

Kevin G. Cope
Member

KGC/mmh
Attachment

Attachment: Town of Amherst (CV) Engagement Ltr(21014388.1) (RES-2025-91 : Retainer Agreement - Child Victim Act (CVA) Litigation - (CRS

Accepted:

Town of Amherst

_____ Dated: _____
Samuel A. Alba, Town Attorney

Attachment: Town of Amherst (CV) Engagement Ltr(21014388.1) (RES-2025-91 : Retainer Agreement - Child Victim Act (CVA) Litigation - (CRS

BOND, SCHOENECK & KING, PLLC
TERMS OF REPRESENTATION

These Terms of Representation, together with the accompanying engagement letter, constitute the agreement between Bond, Schoeneck & King, PLLC ("Bond" or "we") and the client or clients identified in that engagement letter (the "Client" or "you"), under which Bond will represent Client in the matter or matters described in the engagement letter.

1. **Our Client**. Our representation extends solely to Client, as identified in the accompanying engagement letter, and not to its constituents (including its officers, managers, members, directors, shareholders or employees) or to any affiliated or related entities, or their constituents. There are no third party beneficiaries of this agreement. Client understands that, unless appropriate written consents are obtained, it should not provide us with confidential information regarding any constituent or affiliated/related entity during the course of this representation (and doing so will not make the constituent or affiliate/related entity a client of Bond).

2. **Our Services**. The scope of our services is described in and strictly limited by the accompanying engagement letter. Any changes in scope must be confirmed in writing. Unless otherwise provided in the engagement letter, Bond is not serving as Client's general counsel nor is it responsible for determining whether Client has insurance coverage in connection with our representation, the amounts and limits of any such coverage, or notifying any insurance carrier of the existence of coverage, or our involvement in a matter.

When we provide you with our opinion regarding a matter, it will be based on our best professional judgment. However, that judgment is limited by the facts provided by you and known to us at that time, as well as the law as it then exists. It is expressly acknowledged by you that any such opinions shall not be considered by you as representations, promises or guarantees of results which might be obtainable, nor shall you consider any such opinions to be warranties or representations of a particular outcome or resolution of your matter.

3. **Client Responsibilities**. In order to ensure our ability to provide services to you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide Bond with all pertinent information regarding the subject of our representation, or as otherwise reasonably requested by us. You also agree to cooperate fully, truthfully and timely with us, including making you, your employees or others available to us when necessary. You will keep us advised of how to contact you.

If, during the course of our representation of you, you affiliate with, acquire, are acquired by, or merge with another entity, you agree to provide us with sufficient notice to permit us to determine if that action gives rise to a conflict of interest with any of our other clients and, if so, agree that Bond may take any action that it believes is appropriate or necessary under the applicable Rules of Professional Conduct.

If our engagement involves our filing of a beneficial ownership information report on your behalf in compliance with the “Corporate Transparency Act” (31 U.S.C. 5336), you and your beneficial owners agree to sign and deliver to us a certificate (in such form as prepared/required by our firm) no later than 10 days prior to the filing deadline, in which you will certify to us that all information you provide to us in connection with the filing of the report is true, accurate, and complete. It is your responsibility to file an updated report no later than 30 days after the date of any change to the information in your beneficial ownership information report. Accordingly, our engagement will be limited to the filing of the initial report unless you timely engage us, and we agree, to assist you with the filing of an updated report, which will require you and your beneficial owners to sign and deliver to us an updated certificate (in such form as prepared/required by our firm) no later than 10 days prior to the filing deadline.

4. **Fees and Expenses**. Unless otherwise provided in the accompanying engagement letter, our billings with respect to this matter will be based on the time (in quarter hour increments) that our attorneys, paralegals, and other service professionals devote to it. The hourly rates for those attorneys, paralegals and other service professionals who will work on Client matters vary, with specific rates reflecting the knowledge, experience and expertise of each individual assigned, time constraints imposed by the circumstances, the complexities of the matter and other relevant factors. The currently applicable rates may be specified in the accompanying engagement letter. It is our practice to increase our hourly rates from time to time, generally effective each October 1.

Our bills to Client, which will be on a monthly basis (unless otherwise agreed to in the accompanying engagement letter) and payable within 30 days, will also include any expenses (copying charges, fax charges, postage, messenger services, mileage, long distance telephone charges, computerized-research, e-discovery and other electronic data charges, etc.) incurred or advanced by us on Client's account or which are due to be paid on Client's account. These expenses may be incurred in the normal course without advance approval from Client. In-house charges (such as copying charges, fax charges, charges for processing, producing and/or storing e-discovery materials, etc.) will be billed at our standard charge rate. You agree that expenses incurred to third parties will either be forwarded to Client for direct payment or, if paid by our firm, billed to you at the rate charged by those third parties. If Client fails to make payment of our fees and disbursements as provided in this letter, consistent with our obligations to Client under the Rules of Professional Conduct, we may discontinue our representation of Client and/or take other appropriate action. Discontinuation of representation does not eliminate Client's responsibility for fees and expenses already incurred.

A Client may have insurance coverage that will apply to some or all of our fees and expenses. Regardless of the limits of that coverage (or its discontinuation), Client remains responsible to us for all billed fees and expenses.

We will bill Client for our time and expense in responding to subpoenas (or other judicial orders), auditor's letters or other proceedings, requests and requirements arising out of or related to our representation of Client in any matter.

If requested, we will, if possible, provide you with an estimate and/or budget for a matter. Such estimates/budgets, however, cannot be predicted with certainty and therefore are not binding unless we have expressly agreed to limit our fees accordingly.

If you disagree with any invoice, you must notify us of the nature of your dispute within 30 days of your receipt of that invoice. You agree that your failure to do so will result in that invoice becoming your final binding obligation. While we make every effort to bill fairly and clearly, occasionally fee disagreements arise between attorneys and their clients. If there is any dispute regarding our fees, Client may have the right to arbitrate that dispute pursuant to 22 NYCRR part 137.

Attachment: Town of Amherst (CV) Engagement Ltr(21014388.1) (RES-2025-91 : Retainer Agreement - Child Victim Act (CVA) Litigation - (CRS

5. **Disputes and Claims**. Except to the extent required by 22 NYCRR part 137, any dispute or claim arising out of or in any way relating to the Firm's representation of you, including, but not limited to, any claim of tort, breach of fiduciary duty, legal malpractice, negligence or breach of contract shall be finally settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction thereof. The place of arbitration shall be in the city and state of the Bond office where the legal work was substantially performed. This agreement to confidential arbitration shall constitute an irrevocable waiver of each party's right to a trial by jury, but the arbitrators shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in the jurisdiction where the arbitration is being held. The Statute of Limitations for any such disputes or claims shall be two years from when the dispute or claim first arose. You acknowledge that, before agreeing to these terms, you have had a full and fair opportunity to consult with independent counsel concerning these specific provisions.

6. **Communications**. We agree that during the course of this engagement each of us will communicate and/or otherwise make documents available electronically, including through e-mail and/or the use of cloud computing. Although the use of technology involves some risk that third parties may access confidential communications, we both understand and agree that the benefits of using this technology outweigh the risks of unintended disclosure. If there are specific communications that you wish sent only through encrypted and/or password protected (or other) means, you agree to advise us. You will make sure that any computer or device you use in communicating with us is private and secure, password protected and not accessible by a third party, as that could impact the attorney-client privilege.

7. **In-Firm Privilege**. Our firm has a General Counsel who provides legal advice to our lawyers and staff. If any of Bond's lawyers representing you communicate with Bond's General Counsel (or his or her designee, including outside counsel) regarding our firm's rights and obligations with respect to its representation of you, you agree that those are privileged and confidential communications of Bond and protected by the attorney-client privilege. You will not be billed for those communications.

8. **Files**. Either during or at the conclusion of our representation of Client in connection with this matter, at its request and provided outstanding fees and costs have been paid, we will return to Client its papers and property in our possession, reserving the right at any time to convert and return file materials in electronic format, at our discretion. Client may be charged reasonable costs associated with researching, retrieving, compiling, copying and/or delivering file contents in response to Client's request. Our internal records and documents related to this representation will be retained solely by us. These internal materials include firm administrative records, time and expense reports, accounting records and internal work product (including notes, drafts, internal memoranda, research, etc., prepared for the internal use of our lawyers). We retain the right to destroy or dispose of these internal materials after a reasonable period of time following the end of our representation of Client, without further notice to you. Unless we notify you differently, we generally will maintain Client materials of significance for a period of seven years following the end of the matter. Thereafter, you agree that we may destroy them without further notice to you.

9. **Termination of Representation**. You have the right to terminate our representation at any time for any reason. However, termination does not affect your responsibility for our fees and expenses. We may terminate our representation of Client in accordance with the applicable Rules of Professional Conduct. Reasons for which we may terminate our representation of you include (but are not limited to): (1) nonpayment of our fees or expenses; (2) your failure or refusal to cooperate as needed; (3) your misrepresentation of or failure to disclose material facts; (4) your refusal to accept our advice; (5) discovery of a conflict with another client of Bond; (6) your material breach of our engagement letter and/or these Terms; or (7) any other reason permitted or required under the applicable Rules of Professional Conduct. In the event that we terminate this engagement before completion, we will take such steps as are reasonably practicable to protect your interests in the matter, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf through the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly request such permission, and your consent to withdrawal shall not be unreasonably withheld. Unless terminated earlier, our representation of Client will terminate upon completion of the services which we were retained to provide. Files will be returned pursuant to Section "8" above and consistent with the Rules of Professional Conduct.

10. **Governing Law and Venue**. The rights and obligations of you and Bond arising under or in connection with our representation of you on this matter will be governed by the laws of the state of the Bond office where the legal work was substantially performed without regard to conflicts of laws principles. In the event that any part or parts of these Terms and Conditions of Representation are deemed to be unlawful, all other provisions remain in full force and effect.

11. **Waiver of Conflicts.** During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we have made full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations, and you have consented to our representation of the other client and agreed to waive any existing conflict. You agree, however, that you will not unreasonably withhold your consent and waiver of any conflict if we can confirm to you in good faith that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) our representation of the other client will not implicate any confidential information we have received from you; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations.

12. **Acceptance of Terms of Representation.** Your agreement to this engagement constitutes your knowing acceptance of the foregoing Terms of Representation, and an acknowledgement that you have had the right to consult with independent counsel regarding all of them. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

Attachment: Town of Amherst (CV) Engagement Ltr(21014388.1) (RES-2025-91 : Retainer Agreement - Child Victim Act (CVA) Litigation - (CRS

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29963 **RESOLUTION 2025-92** **ADOPTED**

Retainer Agreement - FLSA (Fair Labor Standards Act) Litigation (CRS #5319)

AGENDA ITEM : FEBRUARY 3RD, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **Retainer Agreement - FLSA (Fair Labor Standards Act) Litigation**
Bond Schoeneck & King PLLC (CRS #5319)

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

RESOLVED, the Town Board authorizes the Town Supervisor to execute the attached Retainer Agreement for legal services as outlined above in an amount not to exceed $20,000, pending successful completion of the Contract Routing System.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 3, 2025**)

2/3/2025
Consent

FINANCIAL IMPACT:

Rates vary from $290/hr. to $350/hr. based upon each individual's knowledge, expertise and experience, NTE $20,000

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

BOND SCHOENECK & KING

Avant Building - Suite 900 | 200 Delaware Avenue | Buffalo, NY 14202-2107 | **bsk.com**

KEVIN G. COPE, ESQ.
kcope@bsk.com
P: 716.416.7041
F: 716.416.7001
C: 215.760.8735

January 28, 2025

VIA ELECTRONIC MAIL

Samuel A. Alba, Esq.
Town of Amherst
Municipal Building
5583 Main Street
Williamsville, NY 14221

Dear Mr. Alba:

We are pleased to confirm our limited scope representation of Town of Amherst ("Client") with respect to pre-litigation legal work in responding to the legal demand letter of Richard Caito & Nicholas Scioli dated January 14, 2025 under the signature of Justin M. Cordello. We have found that setting forth the basic terms of our engagement at the outset of our representation benefits both us and our client. Those terms are set forth in the enclosed "Terms of Representation," as well as below.

Our billings with respect to this matter will be based on the time (in tenth of an hour increments) that our attorneys, paralegals, and other service professionals devote to it capped at a maximum amount of $20,000.00. Current hourly rates for those attorneys, paralegals and other service professionals who will work on Client matters vary between $350 per hour and $290 per hour with specific rates reflecting the knowledge, experience and expertise of each individual assigned. While we anticipate that Stephen A. Sharkey, Esq. and I will work on your matter, we may assign other individuals as needed to meet the needs of your representation. This fee structure is based on the limited scope pre-litigation work necessary to respond to the legal demand letter of Richard Caito & Nicholas Scioli and drafting a letter in response thereto. Client agrees that if this matter moves enters a litigation posture, Client will need to enter into a revised representation agreement with Bond, Schoeneck & King without a maximum cap on fees and/or publish a request for proposals with respect to such expanded scope of representation.

If these terms (including the enclosed Terms of Representation) are acceptable, please sign and return a copy of this letter to my attention. Upon receipt of a signed copy of this agreement, our representation of Client will begin.

Again, we appreciate the opportunity to be of service and look forward to working with Client. If you have any questions about this letter, or about any aspect of our representation and arrangement, please do not hesitate to contact me.

Attachment: Town of Amherst Engagement_Retainer Ltr(21014397.1) (RES-2025-92 : Retainer Agreement - FLSA (Fair Labor Standards Act)

Very truly yours,

BOND, SCHOENECK & KING, PLLC

Kevin G. Cope
Member

KGC/mmh
Attachment

Accepted:

Town of Amherst

_____ Dated: _____
Samuel A. Alba, Town Attorney

Attachment: Town of Amherst Engagement_Retainer Ltr(21014397.1) (RES-2025-92 : Retainer Agreement - FLSA (Fair Labor Standards Act)

BOND, SCHOENECK & KING, PLLC
TERMS OF REPRESENTATION

These Terms of Representation, together with the accompanying engagement letter, constitute the agreement between Bond, Schoeneck & King, PLLC ("Bond" or "we") and the client or clients identified in that engagement letter (the "Client" or "you"), under which Bond will represent Client in the matter or matters described in the engagement letter.

1. **Our Client**. Our representation extends solely to Client, as identified in the accompanying engagement letter, and not to its constituents (including its officers, managers, members, directors, shareholders or employees) or to any affiliated or related entities, or their constituents. There are no third party beneficiaries of this agreement. Client understands that, unless appropriate written consents are obtained, it should not provide us with confidential information regarding any constituent or affiliated/related entity during the course of this representation (and doing so will not make the constituent or affiliate/related entity a client of Bond).

2. **Our Services**. The scope of our services is described in and strictly limited by the accompanying engagement letter. Any changes in scope must be confirmed in writing. Unless otherwise provided in the engagement letter, Bond is not serving as Client's general counsel nor is it responsible for determining whether Client has insurance coverage in connection with our representation, the amounts and limits of any such coverage, or notifying any insurance carrier of the existence of coverage, or our involvement in a matter.

When we provide you with our opinion regarding a matter, it will be based on our best professional judgment. However, that judgment is limited by the facts provided by you and known to us at that time, as well as the law as it then exists. It is expressly acknowledged by you that any such opinions shall not be considered by you as representations, promises or guarantees of results which might be obtainable, nor shall you consider any such opinions to be warranties or representations of a particular outcome or resolution of your matter.

3. **Client Responsibilities**. In order to ensure our ability to provide services to you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide Bond with all pertinent information regarding the subject of our representation, or as otherwise reasonably requested by us. You also agree to cooperate fully, truthfully and timely with us, including making you, your employees or others available to us when necessary. You will keep us advised of how to contact you.

If, during the course of our representation of you, you affiliate with, acquire, are acquired by, or merge with another entity, you agree to provide us with sufficient notice to permit us to determine if that action gives rise to a conflict of interest with any of our other clients and, if so, agree that Bond may take any action that it believes is appropriate or necessary under the applicable Rules of Professional Conduct.

If our engagement involves our filing of a beneficial ownership information report on your behalf in compliance with the “Corporate Transparency Act” (31 U.S.C. 5336), you and your beneficial owners agree to sign and deliver to us a certificate (in such form as prepared/required by our firm) no later than 10 days prior to the filing deadline, in which you will certify to us that all information you provide to us in connection with the filing of the report is true, accurate, and complete. It is your responsibility to file an updated report no later than 30 days after the date of any change to the information in your beneficial ownership information report. Accordingly, our engagement will be limited to the filing of the initial report unless you timely engage us, and we agree, to assist you with the filing of an updated report, which will require you and your beneficial owners to sign and deliver to us an updated certificate (in such form as prepared/required by our firm) no later than 10 days prior to the filing deadline.

4. **Fees and Expenses**. Unless otherwise provided in the accompanying engagement letter, our billings with respect to this matter will be based on the time (in quarter hour increments) that our attorneys, paralegals, and other service professionals devote to it. The hourly rates for those attorneys, paralegals and other service professionals who will work on Client matters vary, with specific rates reflecting the knowledge, experience and expertise of each individual assigned, time constraints imposed by the circumstances, the complexities of the matter and other relevant factors. The currently applicable rates may be specified in the accompanying engagement letter. It is our practice to increase our hourly rates from time to time, generally effective each October 1.

Our bills to Client, which will be on a monthly basis (unless otherwise agreed to in the accompanying engagement letter) and payable within 30 days, will also include any expenses (copying charges, fax charges, postage, messenger services, mileage, long distance telephone charges, computerized-research, e-discovery and other electronic data charges, etc.) incurred or advanced by us on Client's account or which are due to be paid on Client's account. These expenses may be incurred in the normal course without advance approval from Client. In-house charges (such as copying charges, fax charges, charges for processing, producing and/or storing e-discovery materials, etc.) will be billed at our standard charge rate. You agree that expenses incurred to third parties will either be forwarded to Client for direct payment or, if paid by our firm, billed to you at the rate charged by those third parties. If Client fails to make payment of our fees and disbursements as provided in this letter, consistent with our obligations to Client under the Rules of Professional Conduct, we may discontinue our representation of Client and/or take other appropriate action. Discontinuation of representation does not eliminate Client's responsibility for fees and expenses already incurred.

A Client may have insurance coverage that will apply to some or all of our fees and expenses. Regardless of the limits of that coverage (or its discontinuation), Client remains responsible to us for all billed fees and expenses.

We will bill Client for our time and expense in responding to subpoenas (or other judicial orders), auditor's letters or other proceedings, requests and requirements arising out of or related to our representation of Client in any matter.

If requested, we will, if possible, provide you with an estimate and/or budget for a matter. Such estimates/budgets, however, cannot be predicted with certainty and therefore are not binding unless we have expressly agreed to limit our fees accordingly.

If you disagree with any invoice, you must notify us of the nature of your dispute within 30 days of your receipt of that invoice. You agree that your failure to do so will result in that invoice becoming your final binding obligation. While we make every effort to bill fairly and clearly, occasionally fee disagreements arise between attorneys and their clients. If there is any dispute regarding our fees, Client may have the right to arbitrate that dispute pursuant to 22 NYCRR part 137.

Attachment: Town of Amherst Engagement_Retainer Ltr(21014397.1) (RES-2025-92 : Retainer Agreement - FLSA (Fair Labor Standards Act)

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10. **Governing Law and Venue**. The rights and obligations of you and Bond arising under or in connection with our representation of you on this matter will be governed by the laws of the state of the Bond office where the legal work was substantially performed without regard to conflicts of laws principles. In the event that any part or parts of these Terms and Conditions of Representation are deemed to be unlawful, all other provisions remain in full force and effect.

11. **Waiver of Conflicts.** During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we have made full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations, and you have consented to our representation of the other client and agreed to waive any existing conflict. You agree, however, that you will not unreasonably withhold your consent and waiver of any conflict if we can confirm to you in good faith that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) our representation of the other client will not implicate any confidential information we have received from you; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations.

12. **Acceptance of Terms of Representation.** Your agreement to this engagement constitutes your knowing acceptance of the foregoing Terms of Representation, and an acknowledgement that you have had the right to consult with independent counsel regarding all of them. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

Attachment: Town of Amherst Engagement_Retainer Ltr(21014397.1) (RES-2025-92 : Retainer Agreement - FLSA (Fair Labor Standards Act)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29937 **RESOLUTION 2025-93** **ADOPTED**

Engagement Letter with GAR Appraisal LLC - Court-Ready Appraisal (CRS #5310)

AGENDA ITEM : JANUARY 21st, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 15, 2025**

RE: **Engagement Letter With GAR Appraisal LLC**
Court-Ready Appraisal Report – 1881 Niagara Falls Boulevard
Carmax Buffalo (CRS #5310)

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

RESOLVED, the Town Board hereby authorizes the Supervisor to execute the attached acknowledgement to engage Gar Appraisal, LLC to prepare the above-referenced Court-Ready Appraisal Report pending successful completion of the Contract Routing System (CRS).

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* **Agenda Item : January 21, 2025**)
Emily Murphy, Town Assessor (*w/attachment)*

2/3/2025
Consent

FINANCIAL IMPACT:

Court-Ready Appraisal Report - $12,000; costs could total $18,000 should matter go to trial.

A1355.4090

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

GAR Appraisal LLC
Since 1961
Real Estate Appraisers and Consultants

Ronald J. Rubino, MAI
President

October 14, 2024

Samuel Alba, Senior Deputy Attorney
Town of Amherst
5583 Main Street
Williamsville, NY 14221
salba@amherst.ny.us

Re: Request for Court-Ready Appraisal of:
Carmax Buffalo
1881 Niagara Falls Boulevard
Town of Amherst, NY, Erie County
GAR File: 2024157-CR

Dear Mr. Alba,

Pursuant to your request we can prepare an update of our recently completed "Preliminary Appraisal Report" to a **"Court-Ready Appraisal Report"** providing an opinion of the market value of the real property rights associated with the above-referenced property for a total fee of ***$12,000.*** This is consistent with the original April 23, 2024 bid proposal. The report would be delivered by November 20th, prior to the November 29th exchange date.

The client is Town of Amherst. The "intended use" of the appraisal is for "tax certiorari" purposes. The "intended users" of the Court-Ready Appraisal are the municipality and the Court.

The property entails a 7,280 sf auto dealership and repair garage with a fueling station on 6.76 acres.

The scope of work would include tax years 2023/2024 and 2024/2025.

Our fees to prepare a "Court-Ready" appraisal report, along with our rates for pre-trial preparation and court testimony are as follows:

A) Upgrade to Court-Ready Appraisal:	$12,000, November 20th completion*
B) Pre-Trial Preparation:	$250/hour
C) Court Testimony & Trial:	$300/hour

**A Preliminary Appraisal Report has already been completed consistent with our April 23, 2024 engagement letter.*

Attached is a copy of our standard engagement contract, which you are to sign and return in order to formally engage us.

Attachment: Client Engagement Letter - Court Ready Report - 1881 Niag Falls Blvd (RES-2025-93 : Engagement Letter with GAR Appraisal LLC -

GAR Appraisal LLC
Since 1961

Mr. Sam Alba
October 14, 2024

Information that we will need in order to complete the assignment includes the following:

1 Legal Survey
2 Legal description
3 Site Plan
4 Floor plan
5 Underground fuel tank specifications
6 Construction cost detail (site and building)
7 Demolition cost detail (former hotel)
8 Purchase contracts and closing statements in the past 10 years

Please do not hesitate to contact me if you have any questions pertaining to this proposal and thank you for considering GAR Appraisal for your real estate appraisal and consulting needs.

Respectfully,

GAR Appraisal LLC

Ronald J. Rubino, MAI
President

Attachment: Client Engagement Letter - Court Ready Report - 1881 Niag Falls Blvd (RES-2025-93 : Engagement Letter with GAR Appraisal LLC -

GAR Appraisal LLC
Since 1961
Real Estate Appraisers and Consultants

Ronald J. Rubino, MAI
President

October 14, 2024

Samuel Alba, Senior Deputy Attorney
Town of Amherst
5583 Main Street
Williamsville, NY 14221
salba@amherst.ny.us

Re: Request for Court-Ready Appraisal of:
Carmax Buffalo
1881 Niagara Falls Boulevard
Town of Amherst, NY, Erie County
GAR File: 2024158-CR*

A) Upgrade to Court-Ready Appraisal:	$12,000, November 20th completion*
B) Pre-Trial Preparation:	$250/hour
C) Court Testimony & Trial:	$300/hour

**A Preliminary Appraisal Report has already been completed consistent with our April 23, 2024 engagement letter.*

*When sending payment, **please be sure to note the GAR Bid Number* on the check.** The balance will be due and payable 20 days upon submission of the report. There will be a 1.5% interest charge per month on late invoices. Please note we also accept credit cards as a method of payment.*

ACKNOWLEDGEMENT

The undersigned is a duly authorized representative for the property and the requested assignment, for the intended use and agrees to be fully responsible for payment of the total fee, unless other arrangements have been made. Further, the undersigned agrees to engage GAR Appraisal LLC to undertake the analysis in accordance with the scope of services defined in the above proposal and subject to the attached limiting conditions.

Payment is due within 30 days of completion of the appraisal report, unless other prearrangements have been made.

Date: _____ Signature: _____

Name (print): _____

Title: _____

NOTE: Please retain one copy for your files and return one signed copy to GAR APPRAISAL LLC. Thank you.

Attachment: Client Engagement Letter - Court Ready Report - 1881 Niag Falls Blvd (RES-2025-93 : Engagement Letter with GAR Appraisal LLC -

GAR Appraisal LLC
Since 1961

STATEMENT OF BASIC ASSUMPTIONS AND LIMITING CONDITIONS

FOR THE PURPOSE OF THIS APPRAISAL IT IS ASSUMED:

1. That the title to the property is marketable.
2. That the property is free and clear of all liens.
3. That there are no encumbrances or defects of title.
4. That there is and will continue to be responsible ownership and competent management.

THE APPRAISAL IS MADE SUBJECT TO THE FOLLOWING LIMITING CONDITIONS:

1. No responsibility is assumed for matters of a legal nature.

2. Unless otherwise stated in this report, no responsibility is assumed for subsurface soil conditions; soil conditions are presumed stable and free of any natural or man-made contaminants.

3. If improved, the building is assumed free of any hazardous building materials (e.g., asbestos, urea formaldehyde) unless otherwise stated in this report.

4. Information, estimates, and opinions furnished to the appraiser and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraiser can be assumed by the appraiser.

5. No engineering survey of the property was made, and the appraiser assumes no responsibility in this connection. The sketches in this report are approximate only, included to assist the reader in visualizing the property.

6. This appraisal was made for the purpose stated and should not be used for any other purpose.

7. The values assigned to the land and improvements are their value in relation to each other and should not be used separately.

8. The appraiser is not required to give testimony or attendance in Court or any hearing unless arrangements have been made in advance of the acceptance of the appraisal assignment and the fees are based upon this knowledge by the Appraiser. If this knowledge is not known at the time of employment, then negotiations must be made with Appraiser at the time the knowledge becomes known or the Appraiser may decline to testify and permission to use the appraisal for any purpose may be withdrawn.

Attachment: Client Engagement Letter - Court Ready Report - 1881 Niag Falls Blvd (RES-2025-93 : Engagement Letter with GAR Appraisal LLC -

GAR Appraisal LLC
Since 1961

STATEMENT OF BASIC
ASSUMPTIONS AND LIMITING CONDITIONS
(continued)

9. In instances of new construction, additions, rehabilitations and remodeling of improvements, we assume compliance with State and local building codes with respect to design and construction materials.

10. The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of Uniform Standards of Professional Appraisal Practice and the code of Professional Ethics set forth by the Appraisal Institute.

11. The use of this report is subject to the requirements of the Appraisal Institute, relating to review of its duly authorized representatives.

12. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute, or to the MAI, RM, SRPA, SRA designations), shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the Appraiser. We are aware that the report may be submitted to individuals requesting a copy under the Freedom of Information Act.

13. MARKET VALUE is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

    (1) Buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Attachment: Client Engagement Letter - Court Ready Report - 1881 Niag Falls Blvd (RES-2025-93 : Engagement Letter with GAR Appraisal LLC -

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29905 **RESOLUTION 2025-94** **ADOPTED**

Settlement of Article 7 Matter - Plaza Group 183, LLC and Plaza Group 185, LLC V. Town of Amherst

AGENDA ITEM : JANUARY 21st, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 15, 2025**

RE: **Settlement of Article 7 Matter**
Plaza Group 183, LLC and Plaza Group 185, LLC v.
Town of Amherst

Kindly adopt a resolution authorizing the following:

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

(2) Authorizing Interim Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order as the Attorney for the Respondent, Town of Amherst.

(3) Authorizing Emily Murphy to sign the attached Consent Order as the Town Assessor for the Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : January 21, 2025**)
Emily Murphy, Town Assessor

2/3/2025
Consent

FINANCIAL IMPACT:

Assessment

RESULT:	**ADOPTED [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

IN THE MATTER OF THE APPLICATION UNDER
ARTICLE 7 OF THE REAL PROPERTY TAX LAW

BY

PLAZA GROUP 183, LLC and
PLAZA GROUP 185, LLC

Petitioner,

vs.

EMILY MURPHY, ASSESSOR
OF THE TOWN OF AMHERST

CONSENT ORDER

Index Nos. 810372/2024

AND

THE BOARD OF ASSESSMENT REVIEW OF
THE TOWN OF AMHERST, COUNTY OF
ERIE AND STATE OF NEW YORK,

Respondents,

AND

COUNTY OF ERIE,

Intervenor-Respondent.

FOR REVIEW OF THE 2024-2025 AND 2025-2026
TAX ASSESSMENTS OF CERTAIN REAL PROPERTY
IN THE SAID CITY OF BUFFALO, NEW YORK

The above entitled proceedings involving tax assessment review for the premises known as 827 Hopkins Road, Amherst, New York and 1340-1360 North Forest Road, Amherst, New York for the assessment years 2024-2025 and 2025-2026 having progressed for trial, and

Attachment: Consent Order - 12.18.24 (RES-2025-94 : Settlement of Article 7 Matter - Plaza Group 183, LLC and Plaza Group 185, LLC V. Town

negotiations for settlement having been conducted and said settlement having been approved and recommended by the Town Attorney for the Town of Amherst, the Attorney for the Petitioner, and the Attorney for the County of Erie, and it further appearing that the assessment of premises in the Town of Amherst provides the basis for imposition of taxes assessed by the County of Erie, Town of Amherst, it is hereby

ORDERED, STIPULATED, AND AGREED, that the above-entitled proceeding for the tax assessment review for the tax year 2024-2025 be and hereby are withdrawn and discontinued; and it is further

ORDERED, STIPULATED, AND AGREED, that the above-entitled proceedings for the tax assessment review for the tax years 2025-2026, 2026-2027, 2027-2028, and 2028-2029 be and hereby are settled; and it is further

ORDERED, STIPULATED, AND AGREED, that assessed value for the parcel known as 827 Hopkins Road, Amherst, New York, bearing S.B.L. No. 56.09-4-7.1, shall be reduced from $1,170,000 to $390,000 for the tax year 2025-2026, and from $1,170,000 to $780,000 for 2026-2027, 2027-2028, and 2028-2029; and it is further

ORDERED, STIPULATED, AND AGREED, that assessed value for the parcel known as 1340-1360 North Forest Road, Amherst, New York, bearing S.B.L. No. 55.04-1-7, shall be reduced from $2,845,000 to $1,845,000 for the tax year 2025-2026, and from $2,845,000 to $2,345,000 for 2026-2027, 2027-2028, and 2028-2029; and it is further

Attachment: Consent Order - 12.18.24 (RES-2025-94 : Settlement of Article 7 Matter - Plaza Group 183, LLC and Plaza Group 185, LLC V. Town

ORDERED, STIPULATED, AND AGREED, that said Petitioner in any instrument or agreement transferring all of the subject property therein shall covenant with any grantee, transferee, and mortgagee and their respective distributees, successors and/or assigns that they shall be bound by the terms of this Stipulation and that such covenant shall be deemed to run with the land for the tax periods embraced by the terms thereof; and be it further

ORDERED, STIPULATED, AND AGREED, that the provisions of Section 727 of the Real Property Tax Law shall apply to this Order; and it is further

ORDERED, STIPULATED, AND AGREED, that this Court shall retain jurisdiction over this proceeding pending the expiration of this annexed Stipulation, and that all applications to enforce any or all of the terms of the Stipulation shall be brought before this Court; and be it further

ORDERED, STIPULATED, AND AGREED, that these proceedings are discontinued with prejudice, without costs or disbursements against either party.

Dated:_____

_____
Hon. Gerald J. Greenan III, J.S.C.

Date: _____

By: _____
Michael J. Hughes, Esq.
Attorney for Petitioner

Attachment: Consent Order - 12.18.24 (RES-2025-94 : Settlement of Article 7 Matter - Plaza Group 183, LLC and Plaza Group 185, LLC V. Town

Intervenor-Respondent County of Erie

By: _____
Margaret A. Hurley, Esq.
Attorney for Intervenor-Respondent

Date: _____

Respondent Town of Amherst

By: _____
Samuel A. Alba, Esq.
Attorney for Respondents

Date: _____

By: _____
Emily Murphy
Commissioner, Assessment & Taxation

Date: _____

Intervenor Williamsville Central School District

By: _____
Michael B Risman, Esq.
Attorney for Intervenor

Date: _____

Attachment: Consent Order - 12.18.24 (RES-2025-94 : Settlement of Article 7 Matter - Plaza Group 183, LLC and Plaza Group 185, LLC V. Town

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29906 **RESOLUTION 2025-95** **ADOPTED**

Settlement of Article 7 Matter - William S. Hein V. Town of Amherst

AGENDA ITEM : JANUARY 21st, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 15, 2025**

RE: **Settlement of Article 7 Matter**
William S. Hein v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

(2) Authorizing Interim Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order as the Attorney for the Respondent, Town of Amherst.

(3) Authorizing Emily Murphy to sign the attached Consent Order as the Town Assessor for the Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : January 21, 2025**)
Emily Murphy, Town Assessor

2/3/2025
Consent

FINANCIAL IMPACT:

Assesment

RESULT:	**ADOPTED [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

IN THE MATTER OF THE APPLICATION UNDER
ARTICLE 7 OF THE REAL PROPERTY TAX LAW

BY

WILLIAM S. HEIN,

Petitioner,

vs.

EMILY MURPHY, ASSESSOR
OF THE TOWN OF AMHERST

AND

THE BOARD OF ASSESSMENT REVIEW OF
THE TOWN OF AMHERST, COUNTY OF
ERIE AND STATE OF NEW YORK,

Respondents,

AND

COUNTY OF ERIE,

Intervenor-Respondent.

CONSENT ORDER

Index No. 810509/2024

FOR REVIEW OF THE 2024-2025
TAX ASSESSMENTS OF CERTAIN REAL PROPERTY
IN THE SAID TOWN OF AMHERST, NEW YORK

The above entitled proceeding involving tax assessment review for the premises known as 207 Village Pointe, Amherst, New York, bearing S.B.L. No. 69.18-8-31.1 for the assessment years 2024-2025 having progressed for trial, and negotiations for settlement having been conducted and said settlement having been approved and recommended by the Town Attorney

Attachment: Consent Order - 207 Village Pointe (RES-2025-95 : Settlement of Article 7 Matter - William S. Hein V. Town of Amherst)

for the Town of Amherst, the Attorney for the Petitioner, and the Attorney for the County of Erie, and it further appearing that the assessment of premises in the Town of Amherst provides the basis for imposition of taxes assessed by the County of Erie, Town of Amherst, it is hereby

ORDERED, STIPULATED, AND AGREED, that the above-entitled proceeding for the tax assessment review for the tax year 2024-2025 be and hereby is withdrawn and discontinued; and it is further

ORDERED, STIPULATED, AND AGREED, that assessed value for the parcel known as 207 Village Pointe, Amherst, New York, bearing S.B.L. No. 69.18-8-31.1, shall be reduced for the tax year 2025-2026 to $1,000,000, and set at $1,250,000 for 2026-2027, 2027-2028, and 2028-2029; and it is further

ORDERED, STIPULATED, AND AGREED, that said Petitioner in any instrument or agreement transferring all of the subject property therein shall covenant with any grantee, transferee, and mortgagee and their respective distributees, successors and/or assigns that they shall be bound by the terms of this Stipulation and that such covenant shall be deemed to run with the land for the tax periods embraced by the terms thereof; and be it further

ORDERED, STIPULATED, AND AGREED, that the provisions of Section 727 of the Real Property Tax Law shall apply to this Order; and it is further

ORDERED, STIPULATED, AND AGREED, that this Court shall retain jurisdiction over this proceeding pending the expiration of this annexed Stipulation, and that all applications to enforce any or all of the terms of the Stipulation shall be brought before this Court; and be it further

Attachment: Consent Order - 207 Village Pointe (RES-2025-95 : Settlement of Article 7 Matter - William S. Hein V. Town of Amherst)

ORDERED, STIPULATED, AND AGREED, that these proceeding are discontinued with prejudice, without costs or disbursements against either party.

Dated:_____

_____
Hon. Sheila DiTullio, J.S.C.

William S. Hein

By: _____
Michael J. Hughes, Esq.
Attorney for Petitioner

Date: _____, 2025

Respondent Town of Amherst

By: _____
Sam A. Alba, Esq.
Attorney for Respondents

Date: _____, 2025

By: _____
Emily Murphy
Commissioner, Assessment & Taxation

Date: _____, 2025

Intervenor-Respondent County of Erie

By: _____
Margaret A. Hurley, Esq.
Attorney for Intervenor-Respondent

Date: _____, 2025

Attachment: Consent Order - 207 Village Pointe (RES-2025-95 : Settlement of Article 7 Matter - William S. Hein V. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29935 **RESOLUTION 2025-96** **ADOPTED**

Settlement of Article 7 Matter - Transit Lanes, Inc. V. Town of Amherst

AGENDA ITEM : JANUARY 21, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 15, 2025**

RE: **Settlement of Article 7 Matter**
Transit Lanes, Inc. v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : January 21, 2025**)
Emily Murphy, Town Assessor

2/3/2025
Consent

FINANCIAL IMPACT:

Assessment

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

At an IAS Term of the Supreme Court of the State of New York, held for the County of Erie, Buffalo, New York on the ___ day of _____ ____, 2024.

PRESENT: HON. EDWARD PACE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION FOR REVIEW UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW OF A TAX ASSESSMENT BY TRANSIT LANES INC.

CONSENT ORDER AND JUDGMENT

Petitioner,

-vs.-

Index No.: 810086/2024

THE BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF AMHERST; THE ASSESSOR OF THE TOWN OF AMHERST; and THE TOWN OF AMHERST, NEW YORK

Respondents.

For Review of the Assessment of Certain Real Properties known as 7842-7858 Transit Road and 7860 Transit Road in the said Town of Amherst for the 2024-25 Tax Year.

WHEREAS Petitioner has heretofore commenced the within proceedings under Article 7 of the Real Property Tax Law to review the assessment of certain parcels of real property located at and known as 7842-7858 Transit Road (SBL #70.05-1-5.1) and 7860 Transit Road (SBL #70.05-1-5.1/A) in the Town of Amherst, County of Erie and State of New York for the tax year 2024-25, and

WHEREAS this proceeding has duly come before an IAS Term of this Court, and Kavinoky Cook LLP, Scott C. Becker, Esq., of counsel, having appeared for the Petitioner, Samuel A. Alba, Esq., Town of Amherst Counsel, having appeared for the Respondent Town of Amherst, Bengart & DeMarco, LLP, James C. DeMarco, III, Esq., of counsel, having appeared for the Intervenor-Respondent, County of Erie, and Hodgson Russ LLP, Michael B. Risman, Esq., of Counsel, having

Attachment: OJ 7842-7858 Transit 7860 Transit Amherst (RES-2025-96 : Settlement of Article 7 Matter - Transit Lanes, Inc. V. Town of

appeared for the Intervenor-Respondents Williamsville Central School District, and the parties having agreed to a settlement of this proceeding, it is hereby

STIPULATED, ORDERED and ADJUDGED, that the assessment on the properties designated as SBL #70.05-1-5.1 and SBL #70.05-1-5.1/A on the tax assessment roll of the Town of Amherst for the following tax year, has been as follows:

7842-7858 Transit Road (SBL #70.05-1-5.1)

Assessment Year	Assessment
2024-25	$1,865,000

7860 Transit Road (SBL #70.05-1-5.1/A)

Assessment Year	Assessment
2024-25	$1,230,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the properties designated as SBL #70.05-1-5.1 and SBL #70.05-1-5.1/A on the tax assessment roll of the Town of Amherst for the following tax year, shall be adjusted as follows:

7842-7858 Transit Road (SBL #70.05-1-5.1)

Assessment Year	Assessment
2024-25	$1,550,000

7860 Transit Road (SBL #70.05-1-5.1/A)

Assessment Year	Assessment
2024-25	$1,000,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the properties designated as SBL #70.05-1-5.1 and SBL #70.05-1-5.1/A on the tax assessment roll of the Town of Amherst for

Attachment: OJ 7842-7858 Transit 7860 Transit Amherst (RES-2025-96 : Settlement of Article 7 Matter - Transit Lanes, Inc. V. Town of

the following tax year, shall be as follows:

7842-7858 Transit Road (SBL #70.05-1-5.1)

Assessment Year	Assessment
2025-26	$1,550,000
2026-27	$1,550,000
2027-28	$1,550,000

7860 Transit Road (SBL #70.05-1-5.1/A)

Assessment Year	Assessment
2025-26	$1,000,000
2026-27	$1,000,000
2027-28	$1,000,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessments as reduced, corrected and adjusted herein are fair, equitable and proper for the purpose of this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the Town of Amherst shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary to conform said assessments to such corrected and reduced valuations that the appropriate financial officers are hereby directed and authorized to calculate and disburse any resulting refunds of taxes, and it is further

STIPULATED, ORDERED and ADJUDGECD, that Petitioner shall waive its right to any refund relating to its 2024 School tax bills related to the properties designated as 7842-7858 Transit Road (SBL #70.05-1-5.1) and 7860 Transit Road (SBL #70.05-1-5.1/A), and it is further

STIPULATED, ORDERED and ADJUDGED, Petitioner shall be issued a corrected 2025 County/Town tax bills and that, in the alternative, Petitioner shall be entitled to a refund of a portion of

Attachment: OJ 7842-7858 Transit 7860 Transit Amherst (RES-2025-96 : Settlement of Article 7 Matter - Transit Lanes, Inc. V. Town of

taxes paid with respect to its 2024-25 County/Town tax bill on the properties designated as 7842-7858 Transit Road (SBL #70.05-1-5.1) and 7860 Transit Road (SBL #70.05-1-5.1/A), such portion shall be the difference in taxes based upon the unadjusted 2024-25 assessment and the 2024-25 assessment as adjusted herein. Such refund shall be made payable to Kavinoky Cook LLP as attorneys for Petitioner and shall be paid without interest so long as it is paid within 30 days after service of a Court Order confirming this settlement. After such 30-day period expires, such refund shall be paid with statutory interest pursuant to Real Property Tax Law, such interest to be calculated from the date the taxes were paid through the date such refund is received, and it is further

STIPULATED, ORDERED and ADJUDGED, that the provisions of Section 727 of the Real Property Tax Law shall apply to this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that Petitioner shall have the right to seek specific enforcement of this Consent Order and Judgment by whatever means provided by law, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent Order and Judgment hereby constitutes and represents the entire understanding and agreement among the parties and the full settlement of the assessment review proceeding herein, that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Consent Order and Judgment, the above proceeding shall be, and the same hereby is, settled and discontinued with prejudice, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent Order and Judgment may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Signing and entry of the within Order and
Judgment is hereby consented to:

Attachment: OJ 7842-7858 Transit 7860 Transit Amherst (RES-2025-96 : Settlement of Article 7 Matter - Transit Lanes, Inc. V. Town of

KAVINOKY COOK LLP

Dated: _____ By: _____

Scott C. Becker, Esq.
Attorneys for Petitioners
726 Exchange Street, Suite 800
Buffalo, New York 14210

TOWN OF AMHERST

Dated:_____ By: _____

Samuel A. Alba, Esq.
Attorney for Respondent, Town of Amherst
5583 Main Street
Williamsville, New York 14221

BENGART & DEMARCO, LLP

Dated:_____ By: _____

James C. DeMarco, III, Esq.
Attorneys for Intervenor-Respondent, County of Erie
2655 Sheridan Drive
Tonawanda, New York 14150

HODGSON RUSS LLP

Dated:_____ By: _____

Michael B. Risman, Esq.
Attorneys for Intervenor-Respondent, Williamsville Central School District
140 Pearl Street, Suite 100
Buffalo, New York 14202-4040

SO ORDERED:

_____
HON. EDWARD PACE

ENTER:

Attachment: OJ 7842-7858 Transit 7860 Transit Amherst (RES-2025-96 : Settlement of Article 7 Matter - Transit Lanes, Inc. V. Town of

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29936 **RESOLUTION 2025-97** **ADOPTED**

Settlement of Article 7 Matter - Joseph V Saffire & Nicole Michael V. Town of Amherst

AGENDA ITEM : JANUARY 21, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 15, 2025**

RE: **Settlement of Article 7 Matter**
Joseph V Saffire & Nicole Michael v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

(2) Authorizing Interim Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : January 21, 2025**)
Emily Murphy, Town Assessor

2/3/2025
Consent

FINANCIAL IMPACT:

Assessment

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

At a Special Term of the Supreme Court, Erie County, held at Delaware Avenue, Buffalo, New York, on the ____ day of _____, 20_____.

PRESENT: HON. SHEILA A. DITULLIO, A.J.S.C
STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW
BY

JOSEPH V SAFFIRE AND NICOLE MICHAEL,

Petitioner,

v.

CONSENT ORDER

Index No.: 810037/2024

TOWN OF AMHERST,

Respondent.

FOR REVIEW OF THE 2024-2025 TAX ASSESSMENT OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST

The above-entitled special proceedings involving real property tax certiorari for the premises owned by Petitioner in the Town of Amherst, New York, known as:

Address	Section/Block/Lot
220 South Cayuga Road	81.09-5-1

having progressed for trial, and negotiations for settlement having been conducted, and said settlement having been approved and recommended by the Attorney for the Town of Amherst, and the Attorney for Petitioner, and it further appearing that the assessment of premises in the Town of Amherst provides the basis for the imposition of ad valorem taxes assessed by the Town of Amherst, the Williamsville CSD, and the County of Erie, it is hereby

Attachment: Proposed Consent Order Saffire (002) (RES-2025-97 : Settlement of Article 7 Matter - Joseph V Saffire & Nicole Michael V. Town of

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax years 2025-2026, 2026-2027, and 2027-2028 for the premises be set as follows:

Address	Section/Block/Lot	Assessed Value
220 South Cayuga Road	81.09-5-1	$1,500,000

, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the provisions of Section 727 of the Real Property Tax Law shall apply to the aforementioned tax years without regard to reval or update, and it is further

ORDERED, STIPULATED, AND ADJUDGED that said Petitioner in any instrument or agreement transferring any part or all of the subject property or any interest therein shall covenant with any grantee, transferee, and mortgagee and their respective distributees, successors and/or assigns that they shall be bound by the terms of this Consent Order and that such covenant shall be deemed to run with the land for the tax periods embraced by the terms thereof, and it is further

ORDERED, STIPULATED, AND ADJUDGED that in the event that the assessment is increased for any stated year at a level higher than provided herein when there has been no assessable addition or improvement to the property, Petitioner retains the right to reinstate and reinstitute its Article 7 proceedings herein settled with respect to that parcel only, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the fiscal officers of Erie County, the Town of Amherst, Williamsville CSD, and any other taxing unit affected by the above assessment reductions shall apply such adjusted assessment and determine any overpayment of taxes, and in the event of overpayment, refund the overpayment with statutory interest within 45

Attachment: Proposed Consent Order Saffire (002) (RES-2025-97 : Settlement of Article 7 Matter - Joseph V Saffire & Nicole Michael V. Town of

Attachment: Proposed Consent Order Saffire (002) (RES-2025-97 : Settlement of Article 7 Matter - Joseph V Saffire & Nicole Michael V. Town of

days by official check payable to the order of Harter Secrest & Emery LLP, as attorneys and agents for Petitioner, accompanied by a calculation sheet, such attorneys to hold the proceeds as trust funds for appropriate distribution, and are to remain subject to the further jurisdiction of this Court relative to their attorney's lien pursuant to Judiciary Law Section 475, or in the event that any such tax payment has not been paid, issue corrected tax bills which reflect the proper reduced assessment for the property, with a copy of corrected tax bills sent to the attorneys for Petitioner, said corrected tax bills to be paid without interest or penalty if paid within 90 days of receipt of said corrected bills, with interest and/or penalties beginning to accrue on the new corrected balance after 45 days, and it is further

ORDERED, STIPULATED, AND ADJUDGED that this Court shall retain jurisdiction over this proceeding pending the expiration of the periods herein recited, and that all applications to enforce any or all of the terms of this Consent Order shall be brought by motion before this Court, and it is further

ORDERED, STIPULATED, AND ADJUDGED that Petitioner shall have the right to seek specific enforcement of this Order, Stipulation and Judgment by all means provided by law, and it is further

ORDERED, STIPULATED, AND ADJUDGED that this Order, Stipulation and Judgment hereby constitutes and represents the entire understanding and agreement amongst the parties, and the full settlement of the tax certiorari herein; there are no costs or disbursements awarded to, by or against any party, and upon compliance with the terms of this Order, Stipulation and Judgment, the proceedings herein shall be, and the same hereby are, settled and discontinued with prejudice.

Attachment: Proposed Consent Order Saffire (002) (RES-2025-97 : Settlement of Article 7 Matter - Joseph V Saffire & Nicole Michael V. Town of

_____
Hon. Sheila A. DiTullio, J.S.C.

DATED:

The parties consent to be bound by the terms of this Court Order by subscribing hereunto their names and legal authority:

FOR PETITIONER

By: _____
Ryan K. Parisi, Esq.
Attorney for Petitioner

Date: _____

FOR RESPONDENT
Town of Amherst

By: _____
Samuel A. Alba, Esq.
Attorney for Respondent

Date: _____

FOR PETITIONER

By: _____
Joseph Saffire
As Agent

Date: _____

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29968 **RESOLUTION 2025-98** **ADOPTED**

Settlement of Article 7 Matter - Premier Place Improvements, LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 3, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **Settlement of Article 7 Matter**
Premier Place Improvements, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Stipulation of Settlement and Order; and

(2) Authorizing Interim Town Attorney Samuel A. Alba, Esq. to sign the attached Stipulation of Settlement and Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 3, 2025**)
Emily Murphy, Town Assessor

2/3/2025
Consent

FINANCIAL IMPACT:

Assessment

RESULT:	**ADOPTED [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

PREMIER PLACE IMPROVEMENTS LLC,

Petitioner,

vs.

THE ASSESSOR FOR THE TOWN OF AMHERST, THE BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF AMHERST, and THE TOWN OF AMHERST, NEW YORK,

Respondents.

STIPULATION OF SETTLEMENT AND ORDER

Index No. 810872/2024

WHEREAS, Petitioner Premier Place Improvements LLC (hereinafter, the "Petitioner"), having duly and timely commenced the above-captioned proceedings pursuant to Real Property Tax Law Article 7 by and through its attorneys, Goldberg Segalla LLP (Marc W. Brown, Esq.), against Respondents the Assessor for the Town of Amherst, the Board of Assessment Review for the Town of Amherst, and the Town of Amherst, New York (collectively, the "Respondents"), to review the assessment on real property owned by the Petitioner that is, for the 2024/25 assessment roll year at issue, located at 7864-8020 Transit Road (SBL # 70.05-1-3.1) (hereinafter, the "Subject Property"); and

WHEREAS, Respondents appeared by and through their attorneys, Amherst Town Attorney (Samuel A. Alba, Esq., of counsel); and

WHEREAS, Intervenor-Respondent Williamsville Central School District appeared by and through its attorneys, Hodgson Russ LLP (Michael B. Risman, Esq., of counsel); and

WHEREAS, Intervenor-Respondent County of Erie appeared by and through its attorneys, Bengart & DeMarco, LLP (James C. DeMarco, III, Esq., of counsel); and

Attachment: Premier Place v Amherst Stipulation of Settlement and Order (RES-2025-98 : Settlement of Article 7 Matter - Premier Place

WHEREAS, Petitioner, Respondents, and Intervenors-Respondents are collectively referred to herein as the "Parties"; and

WHEREAS, the Parties have entered into extensive settlement negotiations and have agreed that settlement is in their best interests in order to avoid the cost of further litigation, among other things with respect to the Subject Property; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED that the Parties propose to settle and resolve their differences upon the terms and conditions set forth in this Stipulation of Settlement and Order:

1. The Subject Property is located in the Town of Amherst, Williamsville Central School District, and County of Erie taxing and assessing jurisdictions and their special and other districts (e.g., sewer, fire, and library districts, for instance). There is no applicable village taxing unit.

2. The general ratio of assessed values of real property to full values of real property in the Town of Amherst for the tax year 2024/25 was 100%.

3. The original assessment on the Subject Property for the 2024 year at issue, and the reduced settlement assessment on the Subject Property is as follows:

Parcel Number and Address	**Original 2024 Assessment**	**Final 2024 Settlement Assessment**
7864-8020 Transit Road 70.05-1-3.1	$11,100,000	$9,350,000

4. Petitioner has agreed to waive any overpayment of taxes to the Williamsville Central School District.

5. The Assessor and all other relevant officers and authorities of the relevant taxing jurisdictions are hereby authorized to make and correct the assessment as outlined above on the appropriate books and records of each such jurisdiction, and in the event of overpayment, refund

Attachment: Premier Place v Amherst Stipulation of Settlement and Order (RES-2025-98 : Settlement of Article 7 Matter - Premier Place

the overpayment within 60 days by official checks payable to "Premier Place Improvements LLC", and mailed to Goldberg Segalla LLP, Marc W. Brown, Esq., 665 Main Street, Buffalo, New York 14203-1425 accompanied by a calculation sheet or in the event that any tax payment has not been paid, issue corrected tax bills that reflect the assessment for the Subject Property with a copy of the corrected tax bills sent to Petitioner's attorneys and paid without interest or penalty if paid within 60 days of receipt of corrected tax bill.

6. In the event that any tax payment(s) based on the 2024 assessment roll is currently due and owing, Petitioner will have up to 30 days following the service of notice of entry of this Stipulation of Settlement and Order to satisfy their payment(s) without any late penalties or interest.

7. The Parties acknowledged and agree that the aforementioned reduced assessment is fair, equitable, proper, and just.

8. Real Property Tax Law Section 727 shall apply to this settlement to the Subject Property's assessments at the levels stated above in paragraph 3 for property tax assessment rolls established by the Assessor/Assessing Unit in and for the assessment roll years 2025, 2026 and 2027 notwithstanding any town-wide revaluation or reassessment, even if done annually.

9. This action shall be discontinued, with prejudice, upon entry of this Stipulation of Settlement and Order. Petitioner shall have the right to seek specific enforcement of the terms of this Stipulation of Settlement and Order and to otherwise enforce this Stipulation of Settlement and Order by whatever means provided by law.

10. This Stipulation of Settlement and Order shall be considered the Parties' entire understanding and agreement between and among them, and a full settlement of the tax certiorari without costs or disbursements awarded to or against any of the Parties upon their compliance with

Attachment: Premier Place v Amherst Stipulation of Settlement and Order (RES-2025-98 : Settlement of Article 7 Matter - Premier Place

the terms of the Stipulation of Settlement and Order.

11. There shall be no modification of this Stipulation of Settlement and Order except by a subsequent writing signed by the authorized representatives of the Parties herein, and "So Ordered" by the Court.

12. The Parties authorize their attorneys to execute this Stipulation of Settlement and Order and to seek the Court's approval and entry of the same, and each signatory below affirms that they have the proper authority to so execute this Stipulation.

13. If any provision of this Stipulation of Settlement and Order shall be determined to be invalid, illegal, null, or void, or unenforceable to any extent, the reminder of this Stipulation shall remain in effect to the fullest extent of the law.

14. This Court shall retain jurisdiction over this matter for the purposes of enforcing the terms of this Stipulation of Settlement and Order.

15. Electronic signatures and electronically-transmitted images of original signatures shall be deemed original signatures for the purposes of expediting the filing of this Stipulation of Settlement and Order.

16. This Stipulation of Settlement and Order may be executed in multiple counterparts including by means of facsimile, PDF/ADOBE e-mail, etc., each of which shall be deemed an original, but all of which together shall be considered and constitute one and the same instrument.

17. An executed copy of this Stipulation of Settlement and Order, shall be entered and docketed in the appropriate County Clerk's Office by Petitioner, then filed with the Assessor's permanent records.

Dated: January ___, 2025
Buffalo, New York

Dated: January ___, 2025
Amherst, New York

Attachment: Premier Place v Amherst Stipulation of Settlement and Order (RES-2025-98 : Settlement of Article 7 Matter - Premier Place

GOLDBERG SEGALLA LLP

By: _____
Marc W. Brown
Attorneys for Petitioner
665 Main Street
Buffalo, New York 14203-1425
Telephone No.: (716) 566-5400
E-Mail: mwbrown@goldbergsegalla.com

Dated: January ___, 2025
Buffalo, New York

TOWN OF AMHERST ATTORNEY'S OFFICE

By: _____
Samuel A. Alba
Attorney for Respondents
Town of Amherst
5583 Main Street
Williamsville, New York 14221
Telephone No.: (716) 631-7030
E-Mail: salba@amherst.ny.us

Dated: January ___, 2025
Buffalo, New York

HODGSON RUSS LLP

By: _____
Michael B. Risman
Attorneys for Intervenor-Respondent
Williamsville Central School District
The Guaranty Building
140 Pearl Street, Suite 100
Buffalo, New York 14202-4040
Telephone No.: (716) 848-1291
E-Mail: mrisman@hodgsonruss.com

BENGART & DEMARCO, LLP

By: _____
James C. DeMarco, III
Attorneys for Intervenor-Respondent
County of Erie
2655 Sheridan Drive
Tonawanda, New York 14150
Telephone No.: (716) 838-4600
E-Mail: jdemarco@bengartdemarcolaw.com

SO ORDERED AND ENTERED THIS _____ DAY OF JANUARY, 2025.

By: _____
HON. DANIEL J. FURLONG, J.S.C.

Attachment: Premier Place v Amherst Stipulation of Settlement and Order (RES-2025-98 : Settlement of Article 7 Matter - Premier Place

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29991 A **RESOLUTION 2025-99** **ADOPTED**

Settlement of Article 7 Matter - Sher Bail Associates LLC C/O Wal-Mart #US02110 V. Town of Amherst

AGENDA ITEM : FEBRUARY 3, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **Settlement of Article 7 Matter**
Sher Bail Associates LLC Benderson Development
c/o Wal-mart #US02110 v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 3, 2025**)
Emily Murphy, Town Assessor

2/3/2025
Consent

FINANCIAL IMPACT:

Assessment

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

At a Special Condemnation and Tax Certiorari Term of the Supreme Court of the State of New York, held in and for the County of Erie, Buffalo, New York on the _____ day of _____, 2025

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

Index Number
EF20231986

In the Matter of the Application of
Sher Bail Associates LLC Benderson Development c/o Wal-Mart #US02110

Petitioner,

v.

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

Respondents.

Presiding Judge:
Honorable John DelMonte

S/B/L: 67.07-6-8.1

CONSENT ORDER AND JUDGMENT

Petitioner having heretofore served and filed the Notices of Petition and Petitions to review assessments made by the Town of Amherst for the 2024 assessment year upon certain property located in the Town of Amherst and designated as Tax Grid No. 67.07-6-8.1 on the tax maps and assessment rolls of the Town of Amherst; and

The issues of these proceedings having duly come before an IAS Term of this Court, and the Petitioner having appeared by James T. Ryan III, Esq. of Stavitsky & Associates, LLC and the Respondents having appeared by Samuel A. Alba, Esq. and the Intervenor-Respondent, Sweet Home Central School District having appeared by John K. Rottaris, Esq. of Gross Shuman, P.C., and the Intervenor-Respondent County of Erie having appeared by Margaret A. Hurley, Esq. of Lippes Mathias, LLP, the parties having agreed to a settlement of these proceedings, it is

Attachment: Walmart Amherst (RES-2025-99 : Settlement of Article 7 Matter - Sher Bail Associates LLC C/O Wal-Mart #US02110 V. Town of

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

SBL: 67.07-6-8.1

Assessment Roll	Assessment	Reduced Assessment	Amount of Reduction
2024	$21,750,000	$21,750,000	$0
2025	$21,750,000	$18,189,700	$3,560,300

and it is further

ORDERED, ADJUDGED AND DECREED, that the terms of R.P.T.L. §727 shall apply to the 2025 assessment of $18,189,700; and it is further

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

ORDERED, ADJUDGED and DETERMINED that all refunds otherwise owed Petitioner are hereby waived; however, any tax bills issued, but not yet due shall be re-issued in furtherance of the above settlement; and it is further

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

Attachment: Walmart Amherst (RES-2025-99 : Settlement of Article 7 Matter - Sher Bail Associates LLC C/O Wal-Mart #US02110 V. Town of

ENTER

_____
HON. JOHN DELMONTE, J.S.C.

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

STAVITSKY & ASSOCIATES, LLC
Attorneys for Petitioner

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

TOWN OF AMHERST
Attorneys for Respondent

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

GROSS SHUMAN, P.C.
Attorneys for Intervenor-Respondent,
Sweet Home Central School District
Of Amherst and Tonawanda, New York

By: _____
JOHN K. ROTTARIS, ESQ.
465 Main Street, Suite 600
Buffalo, New York 14203

LIPPES MATHIAS, LLP
Attorneys for Intervenor-Respondent,
County of Erie

By: _____
MARGARET A. HURLEY, ESQ.
50 Fountain Plaza, Suite 1700
Buffalo, New York 14202

Attachment: Walmart Amherst (RES-2025-99 : Settlement of Article 7 Matter - Sher Bail Associates LLC C/O Wal-Mart #US02110 V. Town of

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30002 **RESOLUTION 2025-100** **ADOPTED**

Settlement of Article 7 Matter - 821 Maple LLC; 596 N French LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 3, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 29, 2025**

RE: **Settlement of Article 7 Matter**
821 Maple LLC; 596 N French LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

(2) Authorizing Interim Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 3, 2025**)
Emily Murphy, Town Assessor

2/3/2025
Consent

FINANCIAL IMPACT:

Assessment

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

At a Special Term of the Supreme Court, Erie County, held at Delaware Avenue, Buffalo, New York, on the ____ day of _____, 20_____.

PRESENT: HON. SHEILA A. DITULLIO, A.J.S.C
STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW
BY

821 MAPLE LLC; 596 N FRENCH LLC,

Petitioner,

v.

CONSENT ORDER

Index No.: 810269/2024

TOWN OF AMHERST,

Respondent.

FOR REVIEW OF THE 2024-2025 TAX ASSESSMENT OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST

The above-entitled special proceedings involving real property tax certiorari for the premises owned by Petitioner in the Town of Amherst, New York, known as:

Address	Section/Block/Lot
821 Maple Road	55.20-1-1.12
596 North French	26.04-1-13.1/C1
596 North French	26.04-1-13.1/C4

having progressed for trial, and negotiations for settlement having been conducted, and said settlement having been approved and recommended by the Attorney for the Town of Amherst, the Attorney for the County of Erie, the Attorney for the Williamsville CSD, the Attorney for the Sweet Home CSD, and the Attorney for Petitioner, and it further appearing that the assessment of premises in the Town of Amherst provides the basis for the imposition of ad valorem taxes assessed by the Town of Amherst, the Williamsville CSD, the Sweet Home CSD, and the County of Erie, it is hereby

Attachment: Proposed Consent Order Valentine (RES-2025-100 : Settlement of Article 7 Matter - 821 Maple LLC; 596 N French LLC V. Town of

ORDERED, STIPULATED, AND ADJUDGED that the property tax certiorari for the tax year 2024-2025 for the premises previously listed be discontinued and withdrawn without costs and allowances to either party as against the other, and it is further,

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax years 2025-2026 for the premises be set as follows:

Address	Section/Block/Lot	Assessed Value
821 Maple Road	55.20-1-1.12	$450,000
596 North French	26.04-1-13.1/C1	$135,900
596 North French	26.04-1-13.1/C4	$238,800

, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax years 2026-2027, 2027-2028 and 2028-2029 for the premises be set as follows:

Address	Section/Block/Lot	Assessed Value
821 Maple Road	55.20-1-1.12	$675,000
596 North French	26.04-1-13.1/C1	$170,000
596 North French	26.04-1-13.1/C4	$280,000

, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the provisions of Section 727 of the Real Property Tax Law shall apply to the aforementioned tax years without regard to reval or update, and it is further

ORDERED, STIPULATED, AND ADJUDGED that said Petitioner in any instrument or agreement transferring any part or all of the subject property or any interest therein shall covenant with any grantee, transferee, and mortgagee and their respective distributees, successors and/or assigns that they shall be bound by the terms of this Consent Order and that

Attachment: Proposed Consent Order Valentine (RES-2025-100 : Settlement of Article 7 Matter - 821 Maple LLC; 596 N French LLC V. Town of

Attachment: Proposed Consent Order Valentine (RES-2025-100 : Settlement of Article 7 Matter - 821 Maple LLC; 596 N French LLC V. Town of

such covenant shall be deemed to run with the land for the tax periods embraced by the terms thereof, and it is further

ORDERED, STIPULATED, AND ADJUDGED that in the event that the assessment is increased for any stated year at a level higher than provided herein when there has been no assessable addition or improvement to the property, Petitioner retains the right to reinstate and reinstitute its Article 7 proceedings herein settled with respect to that parcel only, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the fiscal officers of Erie County, the Town of Amherst, Williamsville CSD, Sweet Home CSD, and any other taxing unit affected by the above assessment reductions shall apply such adjusted assessment and determine any overpayment of taxes, and in the event of overpayment, refund the overpayment with statutory interest within 45 days by official check payable to the order of Harter Secrest & Emery LLP, as attorneys and agents for Petitioner, accompanied by a calculation sheet, such attorneys to hold the proceeds as trust funds for appropriate distribution, and are to remain subject to the further jurisdiction of this Court relative to their attorney's lien pursuant to Judiciary Law Section 475, or in the event that any such tax payment has not been paid, issue corrected tax bills which reflect the proper reduced assessment for the property, with a copy of corrected tax bills sent to the attorneys for Petitioner, said corrected tax bills to be paid without interest or penalty if paid within 90 days of receipt of said corrected bills, with interest and/or penalties beginning to accrue on the new corrected balance after 45 days, and it is further

ORDERED, STIPULATED, AND ADJUDGED that this Court shall retain jurisdiction over this proceeding pending the expiration of the periods herein recited, and that all applications

to enforce any or all of the terms of this Consent Order shall be brought by motion before this Court, and it is further

ORDERED, STIPULATED, AND ADJUDGED that Petitioner shall have the right to seek specific enforcement of this Order, Stipulation and Judgment by all means provided by law, and it is further

ORDERED, STIPULATED, AND ADJUDGED that this Order, Stipulation and Judgment hereby constitutes and represents the entire understanding and agreement amongst the parties, and the full settlement of the tax certiorari herein; there are no costs or disbursements awarded to, by or against any party, and upon compliance with the terms of this Order, Stipulation and Judgment, the proceedings herein shall be, and the same hereby are, settled and discontinued with prejudice.

_____

Hon. Sheila A. DiTullio, J.S.C.

DATED:

Attachment: Proposed Consent Order Valentine (RES-2025-100 : Settlement of Article 7 Matter - 821 Maple LLC; 596 N French LLC V. Town of

The parties consent to be bound by the terms of this Court Order by subscribing hereunto their names and legal authority:

FOR PETITIONER

By: _____
Ryan K. Parisi, Esq.
Attorney for Petitioner

Date: _____

FOR PETITIONER

By: _____
Daniel Valentine
As Agent

Date: _____

FOR RESPONDENT
Town of Amherst

By: _____
Samuel A. Alba, Esq.
Attorney for Respondent

Date: _____

FOR INTERVENOR
Williamsville CSD

By:_____
Michael Risman , Esq.
Attorney for Intervenor

Date: _____

FOR INTERVENOR
Sweet Home CSD

By:_____
John K. Rottaris , Esq.
Attorney for Intervenor

Date: _____

14374999_1

Attachment: Proposed Consent Order Valentine (RES-2025-100 : Settlement of Article 7 Matter - 821 Maple LLC; 596 N French LLC V. Town of

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29899 **RESOLUTION 2025-101** **ADOPTED**

Amusement License - Hammerl Amusements

Request by Hammerl Amusements Inc. for a Second Class Amusement License to hold outdoor events at 4224 Sheridan Dr. on May 23, 24, 25, 2025 from 12pm - 9pm.

Supervising Code Enforcement Officer recommends a fee of $50.00 per day.

The following conditions apply:

. Comply with the approved event layout.

. That all fire lanes be kept clear at all times.

. All temporary power must be code compliant.

. Fire extinguishers must be at a maximum of 75 feet of separation and have current inspection tags and readily available.

. Bathroom facility must be made available & accessible.

. For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.

. On site accessible parking must be maintained.

. Vehicle impact protection must be provided for the guest area.

. Fire Department access must be maintained at all times in the event of an emergency.

. Events with 1,000 guests or more will be require "Crowd Managers "that are in compliance with Chapter 4 of the 2020 FCNYS. Verification must be submitted prior to event.

. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

2/3/2025
Consent

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT
INTER-DEPARTMENTAL CORRESPONDENCE
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: December 19, 2024
TO: Town Board
FROM: Douglas Gesel, Supervising Code Enforcement Officer
RE: Amusement License for 4224 Sheridan Drive Amherst Ny

In response to the Amusement License Application dated December 9, 2024 from Lynn Ritchie of Hammerl Amusements Inc.

I recommend the approval of his request for Second Class outdoor events at the above noted address. The fee for such an event is set be the Town Board, the fee can be from $25 to $100 per day, or fraction thereof per day, or fraction thereof.

With the event being on May 23, 24, 25 2025 from 12:00 pm until 9:00pm in the parking lot of the address noted above, I would recommend a fee of $50.00 per day.

I would recommend that the following conditions be stated:

- Comply with the approve event layout.
- That all fire lanes be kept clear at all times.
- All temporary power must be code compliant.
- Fire extinguishers must be at a maximum of 75 feet of separation and have current inspection tags and readily available.
- Bathroom facility must be made available & accessible.
- For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS. Verification must be submitted prior to event.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

Please contact me if you have any questions regarding this response.

Douglas Gesel, Supervising Code Enforcement Officer
cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: Hammer-01072025121234 (RES-2025-101 : Amusement License - Hammerl Amusements)

Brownson, Ashley

From: burst@emailmeform.com on behalf of EmailMeForm <burst@emailmeform.com>
Sent: Monday, December 2, 2024 3:15 PM
To: Brownson, Ashley
Subject: Amusement License Application: 21

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.

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

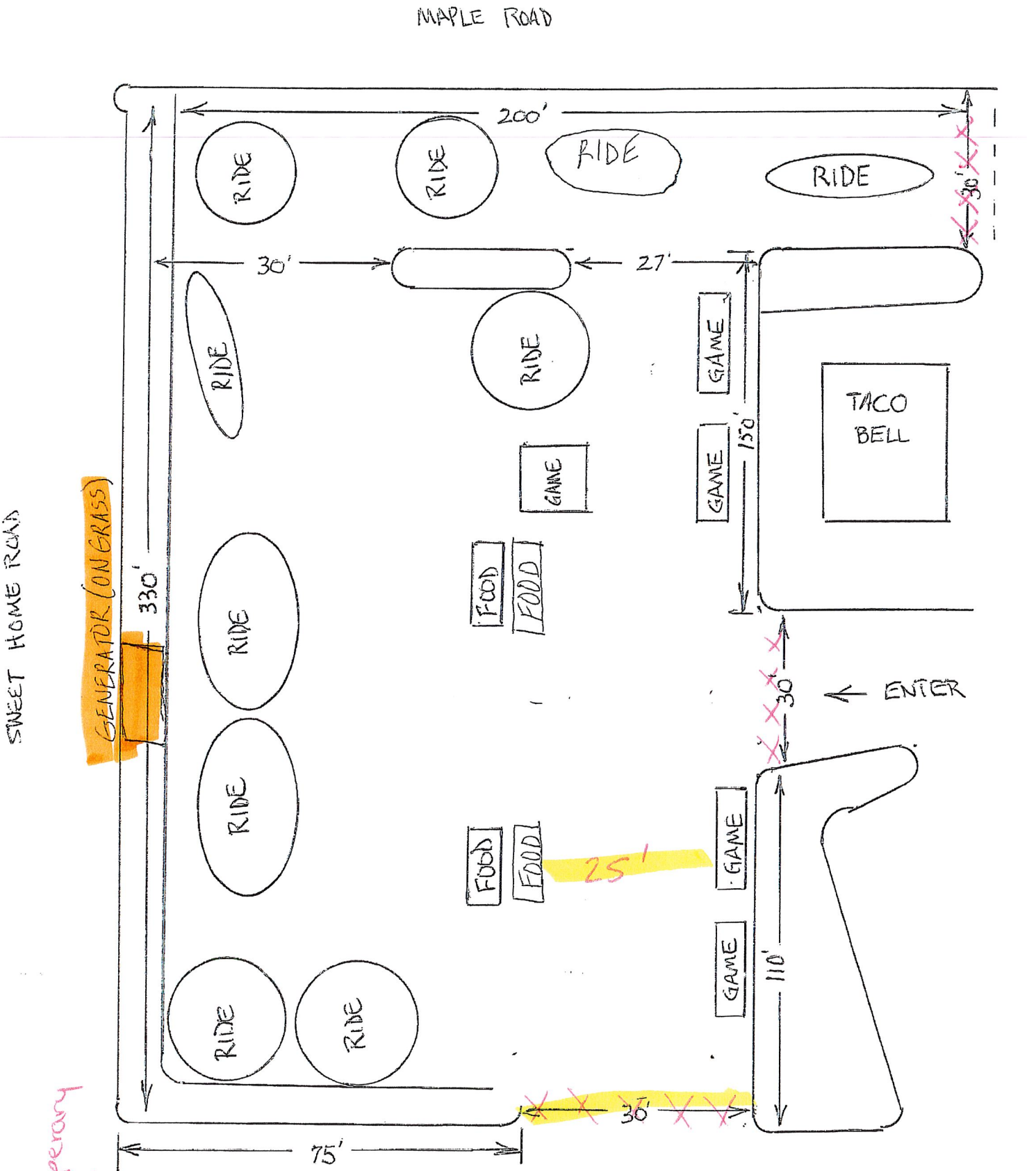
Resident / Organization*:	HAMMERL AMUSEMENTS INC.
Event Address*:	Maple Ridge Plaza 4220-4224 Maple Rd., NY 14031
Describe Event*:	Memorial Weekend Carnival with Rides, games & food vendors to celebrate Spring
List All Dates*:	May 23-25th
Start Time*:	12:00 AM
End Time*:	09:00 PM
Please supply a site plan with designated area for the event with your application*:	Maple Ridge Layout '25.jpg
Name of Organizer*:	Lynn Ritchie/Hammerl Amusements, Inc.
Address*:	P. O. Box 40 Williamsville, NY 14231
Phone*:	716-583-4779

Attachment: Hammer-01072025121234 (RES-2025-101 : Amusement License - Hammerl Amusements)

Email*: Lynnritchie1956@gmail.com

Signature*: Lynn Ritchie

Attachment: Hammer-01072025121234 (RES-2025-101 : Amusement License - Hammerl Amusements)



HAMMERL AMUSEMENTS CARNIVAL

MAPLE RIDGE PLAZA

Attachment: Hammer-01072025121234 (RES-2025-101 : Amusement License - Hammerl Amusements)

Google Maps Amusement license Application #16

Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 50 ft

Brownson, Ashley

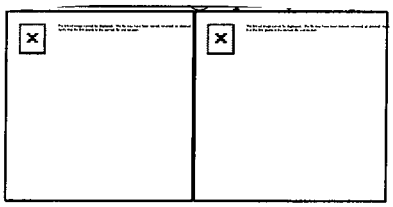
From: Scott Chamberlin
Sent: Tuesday, December 3, 2024 12:34 PM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 21

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.

We have no issues with this event.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351



On Tue, Dec 3, 2024 at 11:07 AM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

Please review the amusement license application below. Please let me know if there are any comments or concerns.

Thank you!
Ashley Brownson

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Monday, December 2, 2024 3:15 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 21

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.

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

Attachment: Hammer-0107202512123 4 (RES-2025-101 : Amusement License - Hammerl Amusements)

View Entry<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9hcHAuZW1haWxtZWZvcm0uY29tL2J1aWxkZXIvZm9ybXMvZW50cmllcy9hQjMyVTNlU2Q0P3VlaWQ9MjE=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=RjlTL2UvaXdWdGlldXUrdHd5T0UydWNKSmVjdTNqTStMZHhEb29wbVFMND0=&h=b6495fe0fed2459b96c79b8bb53572ac&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKIUbf8opV1tXKJQ1W4>

Resident / Organization: *:

HAMMERL AMUSEMENTS INC.

Event Address*:

Maple Ridge Plaza

4220-4224 Maple Rd., NY 14031

Describe Event*:

Memorial Weekend Carnival with Rides, games & food vendors
to celebrate Spring

List All Dates*:

May 23-25th

Start Time*:

12:00 AM

End Time*:

09:00 PM

Please supply a site plan with designated area for the event with your application*:

Maple Ridge Layout '25.jpg<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9maWxlcy5lbWFpbG1lZm9ybS5jb20vODc0MDg5Lzdjdk1nczkwL01hcGxlJTIwUmlkZ2UlMjBMYXlvdXQlMjAlMjcyNS5qcGc=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=cEFxamYwckw1SzhiWERScFJpeXI1MHZ6cUFDRmNIQ1Rac1IrZzdBdHZVST0=&h=b6495fe0fed2459b96c79b8bb53572ac&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKIUbf8opV1tXKJQ1W4>

Name of Organizer*:

Lynn Ritchie/Hammerl Amusements, Inc.

Address*:

P. O. Box 40

Attachment: Hammer-0107202512123 4 (RES-2025-101 : Amusement License - Hammerl Amusements)

Williamsville, NY 14231

Phone*:

716-583-4779

Email*:

Lynnritchie1956@gmail.com

Signature*:

[Image removed by sender.]

Attachment: Hammer-01072025121234 (RES-2025-101 : Amusement License - Hammerl Amusements)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29904 **RESOLUTION 2025-102** **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.

Tristan D. Spoth
228 Rambling Rd
East Amherst, NY 14051

2/3/2025
Consent

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

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.

Tristan D Spoth
(Name)

228 Rambling Rd.
(Address)

E. Amherst, N.Y. 14051

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

Thank you for your assistance in this matter.

Sincerely,

Robert J Linde V.P.

Membership Committee

Attachment: xeroxcopier@swormvil_20250108_121849 (RES-2025-102 : 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

STATEMENT OF VOLLUNTEER FIRE COMPANY OFFICIAL

Tristan D Spoth
(Name)
228 Rambling Rd.
(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.

Robert J Smith V.P.

Date: 1/8/25

Attachment: xeroxcopier@swormvil_20250108_121849 (RES-2025-102 : 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: 02/03/25 07:00 PM
Department: Town Clerk
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 29986 **RESOLUTION 2025-103** **ADOPTED**

Edmunds GovTech Software CRS #5321

Please authorize the Supervisor to sign the Annual Software & Support Agreement with Edmunds GovTech (CRS #5321) for the Tax Collection System subject to the contract routing process. This agreement is valid from 1/1/25 to 12/31/2025.

2/3/2025
Consent

FINANCIAL IMPACT:

$8,404.36 A 1410 4000

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

edmunds GovTech

October 1, 2024

Dear Customer:

Thank you for your continued commitment and investment in EGT software systems (MCSJ, BAS, Logics, & MSI). Your partnership and loyalty are integral to our ability to deliver top-notch products and the highest levels of support in the software and local government worlds.

EGT has been on a journey of growth and investment, focusing on enhancing our teams, software products, infrastructure, and the support we provide to our valued customers. This sustained effort has fortified our foundation, placing us in the best position to serve you for decades to come.

In light of the current economic landscape, numerous companies across various sectors have grappled with substantial increases in their operational costs, prompting adjustments to their end-user prices. During this time, EGT has diligently optimized our efficiencies and controlled our cost structures to shield our customers from the direct impact of significant economic fluctuations. However, in support of the long-term health, security, and ability to continue to provide the best products and support in the United States, this year there will be a 5% increase on all modules.

For your convenience, we have attached your corresponding invoice to this letter. We kindly request that you submit a purchase order for the amount indicated on the enclosed invoice(s).

If you have any inquiries regarding your invoice or the payment process, please do not hesitate to reach out to us at AR@EdmundsGovTech.com.

Thank you once again for your continued partnership and trust in EGT.

Best regards,

Edmunds GovTech

Client Name: _____.

Authorized Representative _____. Date: _____.
Signature

Printed Name: Grant Mock.

Edmunds Representative: _____. Date: 1/17/2025.

2025 Software Maintenance Schedule
IPS - $26,787.44 - 2/1/2025-1/31/2026
IPS Workflow Automation - $5,406.11 - 2/1/2025-1/31/2026
IPS Web Portal - $4,051.69 - 2/1/2025-1/31/2026
Tax Collection - $8,404.36 - 1/1/2025-12/31/2025
Clerk - $5,627.91 - 5/1/2025-4/30/2026
Clerk Online Dog - $357.70 - 5/1/2025-4/30/2026

301 Tilton Road, Northfield, NJ 08225
www.EdmundsGovTech.com | 609.645.7333 | AR@EdmundsGovTech.com

Attachment: Amherst Town - Signed Contract (RES-2025-103 : Edmunds GovTech Software CRS #5321)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 29917 **RESOLUTION 2025-104** **ADOPTED**

Emergency Repair Freezer #3 Senior Center CRS #5295

Upon successful completion of CRS routing, please authorize the Supervisor to approve emergency purchase to repair freezer #3 at Amherst Senior Center.

2/3/2025
Consent

FINANCIAL IMPACT:

A6772-4220 $1132.50

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

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: RS&S (RES-2025-104 : Emergency Repair Freezer #3 Senior Center CRS #5295)

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

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

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

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

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

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

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

Attachment: RS&S (RES-2025-104 : Emergency Repair Freezer #3 Senior Center CRS #5295)

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.

Agreement to and Accepted by:

Refrigeration Sales and Service
Print Name of Company

By: _____
Signature

Patty L. Danni
Printed name

Date: 12-23-24

Agreement to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: RS&S (RES-2025-104 : Emergency Repair Freezer #3 Senior Center CRS #5295)

Town of Amherst
Emergency Purchase Documentation Form

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property, or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 12/24/24
2. Date you received approval from the Supervisor: 12/24/24 Supervisor's Initials: SF
3. Date of Town Board meeting where Board is notified: 1/20/25
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary): $1132.50 Repair Coolen freezer #3 at Senior Center
5. Is there adequate funding in your current operating budget to cover this purchase? yes
   Identify budget Org/Object: A6772-4220
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: A call was made to Duffy Mat on 12/24. They were unable to respond due to lack of personel. As a result we called RS+S to avoid the loss of $40,000 worth of food.
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so: It was Christmas Eve.
8. Department Head Signature: [signature] Date: 1.8.25

CC: Town Board, Town Attorney, Contract Compliance & Administration

For Contract Compliance & Administration Use Only	
Date of Town Board Resolution:	Emergency Purchase Tracking/Res #:

Attachment: RS&S (RES-2025-104 : Emergency Repair Freezer #3 Senior Center CRS #5295)

Invoice

Refrigeration Sales & Service

315 Lawrence Bell Drive
Williamsville, NY 14221
Phone 716-634-0165
Email rssoffice315@gmail.com

Date	Invoice #
12/31/2024	24-2029

Bill To	Ship To
Town of Amherst 5583 Main STreet Williamsville, NY 14221	Building Maintenance

P.O. No.	Terms
	30 Days From Receipt

Quantity	Description	Rate	Amount
	Service to walk in freezer at Town of Amherst Community Center. Met with town representative to look at repairs being done to system. Return call when unit was not working at all. Tested complete system and determined that the connection that was welded on unit is not holding and system lost complete charge. Set up and welded part of line to repair the leak and tested. Charged system and checked operation of unit cycling. Returned and rechecked for proper function of unit after running it during the Holiday.		
1.00	Welding Materials	40.00	40.00
8.50	Special Refrigerant	65.00	552.50
6.00	Total Travel, Shop Time, Pick Up & Labor - JOHN KARL 12/23, 12/24, 12/26	90.00	540.00
	NO CERTIFIED PAYROLL - JOHN KARL IS OWNER		

Subtotal	$1,132.50
Sales Tax (8.75%)	$0.00
Total	$1,132.50

Balance Due $1,132.50

Attachment: RS&S (RES-2025-104 : Emergency Repair Freezer #3 Senior Center CRS #5295)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/23/2024

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

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

PRODUCER
Fred E. Thomas Agency, Inc.
45 Main St.
Akron NY 14001

CONTACT NAME: Adam Burg
PHONE (A/C, No, Ext): (716) 542-5489 **FAX (A/C, No):** (716) 542-5973
E-MAIL ADDRESS: aburg@fetinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Merchants Preferred Ins. Co.	12901
INSURER B : Merchants Mutual Ins Co	23329
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Refrigeration Sales & Service Inc.
315 Lawrence Bell Drive
Williamsville NY 14221-7081

COVERAGES **CERTIFICATE NUMBER:** CL2492321654 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual X Vendors Broad Form GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	CTRI015882	09/27/2024	09/27/2025	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	CAP9260499	09/27/2024	09/27/2025	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 $ 10,000	Y	Y	CUP9135422	09/27/2024	09/27/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA9092175	09/27/2024	09/27/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

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

Town of Amherst is included as Additional Insured. Coverage applies ona Primary and Non-contributory Basis for all Ongoing and Completed Operations

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Willaimsville NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: RS&S (RES-2025-104 : Emergency Repair Freezer #3 Senior Center CRS #5295)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Refrigeration Sales & Service Inc. 315 Lawwrence Bell Drive Williamsville, NY 142221 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (716) 634-0165 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1393661
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Amherst, NY 14221	3a. Name of Insurance Carrier Merchants Preferred Insurance Company 3b. Policy Number of entity listed in box "1a" WCA9092175 3c. Policy effective period 09/27/2024 to 09/27/2025 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 will also notify the above certificate holder 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.

Please Note: Upon the 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: Adam G Burg
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 9/27/24
(Signature) (Date)

Title: Agent

Telephone Number of authorized representative or licensed agent of insurance carrier: (716) 542-5489

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

Attachment: RS&S (RES-2025-104 : Emergency Repair Freezer #3 Senior Center CRS #5295)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: RS&S (RES-2025-104 : Emergency Repair Freezer #3 Senior Center CRS #5295)

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)
REFRIGERATION SALES & SERVICE INC
315 LAWRENCE BELL DRIVE
WILLIAMSVILLE, NY 14221

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
716-634-0007

1c. Federal Employer Identification Number of Insured or Social Security Number
161393661

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Town of Amherst
5583 Main Street
Amherst, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL140645

3c. Policy effective period
01/01/2024 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 9/27/2024 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Leston Welsh,Chief Executive Officer

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

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be 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: RS&S (RES-2025-104 : Emergency Repair Freezer #3 Senior Center CRS #5295)

Additional Instructions for Form DB-120.1

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

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

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

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

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

Attachment: RS&S (RES-2025-104 : Emergency Repair Freezer #3 Senior Center CRS #5295)

EXHIBIT "P"

NEW YORK STATE PREVAILING WAGE

*On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor's website
https://labor.ny.gov/workerprotection/publicwork/PWFormsOnWeb.shtm

This project's PRC# 2024009985

The schedule can be found at the following link

https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1574448

In addition, if applicable, contractor is required to attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted and on each succeeding payroll where any new or additional employee is first listed.

Failure to submit the legally required records will result in delayed payments.

Starting December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i.

https://dol.ny.gov/contractor-and-subcontractor-landing

The law defines a "contractor" as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines "subcontractor" as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

Contractors and Subconractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024.

NYSDOL encourages all contractors and subcontractors to register as soon as possible to obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.

Vendor signature 12-23-24 Dated

Attachment: RS&S (RES-2025-104 : Emergency Repair Freezer #3 Senior Center CRS #5295)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30003 **RESOLUTION 2025-105** **ADOPTED**

Adopt CIP Amendment

Please adopt an amendment to the 2025 CIP, as per the attached letter.

2/3/2025
Consent

FINANCIAL IMPACT:

N/A

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

January 29, 2025
AGENDA – FEBRUARY 3, 2025

Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

RE: **2025 Capital Improvement Program Amendment**
Senior Center Capital Improvements

Councilmembers:

PROJECT DESCRIPTION

- Project F-6 is identified as "Senior Center Capital Improvements" in the 2025-2030 Capital Improvement Program. The project identifies a need for general site improvements at the Amherst Senior Center.
- The project identified as " F-13: Town Parking Lot Sealing & Striping" will reallocate $35,000 of its $100,000 budget to project "F-6: Senior Center Capital Improvements".
- The project identified as " F-14: Town Parking Lot Paving" will reallocate $100,000 of its $100,000 budget to project "F-6: Senior Center Capital Improvements".
- The funding source(s) will remain unchanged: General Fund
- Pending Town Board Approval, The Town will be able to use these funds to replace and improve the systems and spaces within the Senior center.

As such, we are requesting that the following project(s) be amended as follows:

CIP No.	Project Description	Allocations		Amend To	
F-13	Town Parking Lot Sealing & Striping	**2025**	$100,000 LA	**2025**	$ 65,000 LA
F-14	Town Parking Lot Paving	**2025**	$100,000 LA	**2025**	$ 0.00
F-6	Senior Center Capital Improvements	**2025**	$300,000 LA	**2025**	$435,000 LA

BUDGET INFO
Please approve this amendment to the 2025 CIP and assign the funding identified above. The above request does not increase the 2025 approved budget.

Very truly yours,

Anne Dafchik, AIA
Architect
Town of Amherst Facilities Dept.

cc: Brian J. Kulpa, Supervisor
Councilmembers
Sam Alba, Interim Town Attorney
Daryl Bramer, Comptroller
Lynda Juul, Director of Finance

X:\Administrative\- Capital Planning\1. CIP Forms\amendments

Attachment: CIP Amendment 2025_F-13 F-14 to F-6 Senior Center Improvements (RES-2025-105 : Adopt CIP Amendment)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 29927 **RESOLUTION 2025-106** **ADOPTED**

Budget Transfers and Amendments

For January, 21 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 1/15/2025
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 – 2024

FROM: ***TO:***

BUDGET AMENDMENTS – 2024

INCREASE: ***INCREASE:***

N2440.02785 AMH HOME- PI $16,249.50 N2440.4000 Contractual $16,249.50
N2454.02785 HOME Admin- PI $1,805.50 N2454.4003 10% Admin $1,805.50
To recognize Community Development program income from 57 Lyrae, Amherst.

N2444.02785 CHEEK HOME- PI $3,858.75 N2444.4000 Contractual $3,858.75
N2449.02785 CHEEK Admin- PI $428.75 N2449.4003 10% Admin $428.75
To recognize Community Development program income from 81 Linden, 56 Helen, 106 St. Felix and 35 Stanley Street, Cheektowaga.

BUDGET AMENDMENTS – 2025

N2423.02785 CDBG & VG- PI $170.00 N2423.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.

2/3/2025
Consent

FINANCIAL IMPACT:

Community Development program income.

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: 02/03/25 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 29978 **RESOLUTION 2025-107** **ADOPTED**

Budget Transfers and Amendments

For February 3, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 1/29/2025
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:***
A3120.4230 Passenger Vehicles $7,248.32	A3120.2600 Other $7,248.32

To transfer funds for CRS# 5313, for purchase of a plow.

BUDGET AMENDMENTS – 2024

INCREASE:	***INCREASE:***

BUDGET AMENDMENTS – 2025

N2441.02785 AMH 1st Time Homebuyer- PI $4,091.37	N2441.4000 Contractual $4,091.37
N2454.02785 HOME Admin- PI $454.60	N2454.4003 10% Admin $454.60

To recognize Community Development program income from 560 Longmeadow, Amherst.

N2440.02401 HOME- Interest $5,631.16	N2440.4000 Contractual $5,631.16

To account for interest earned on HOME accounts.

N2444.02785 CHEEK HOME- PI $4,465.65	N2444.4000 Contractual $4,465.65
N2449.02785 CHEEK Admin- PI $496.18	N2449.4003 10% Admin $496.18

To recognize Community Development program income from 126 Leonard, Cheektowaga.

N2423.02785 CDBG & VG- PI $29,920.00	N2423.4000 Contractual $29,920.00
N2430.02785 CDBG P/R- PI $7,480.00	N2430.1000 Personal Svcs $6,948.44
	N2430.8030 FICA $531.56

To recognize Community Development program income from 5 Parkwood, Amherst.

2/3/2025
Consent

FINANCIAL IMPACT:

See Descriptions.

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: 02/03/25 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 29979 **RESOLUTION 2025-108** **ADOPTED**

Capital Markets Advisors, LLC CRS #5305

Please approve the Financial Advisory Services Agreement with Capital Markets, LLC for services related for debt issuance. Contract #5305 has successfully completed the contract routing process.

2/3/2025
Consent

FINANCIAL IMPACT:

Based on the issuance of Bonds and BANs.

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

Capital Markets Advisors, LLC

Independent Financial Advisors

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this _____ **day of** _____ **2025** by and between the **Town of Amherst, New York** (the "Client") and **Capital Markets Advisors, LLC** ("CMA"), a limited liability company created under the laws of the State of New York and having its places of business at 11 Grace Avenue, Suite 308 Great Neck, New York 11021 and 4211 North Buffalo Street, Suite 19, Orchard Park, New York 14127.

Capital Markets Advisors, LLC is a registered municipal advisor by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond and note financings (the "Issue"), undertaken by Client during the term of this Agreement.

1.01 Review legal, financial, economic and other information necessary for CMA to advise the Client in planning, structuring and otherwise completing each Issue to be undertaken by the Client.

1.02 Prepare a plan of financing which will include CMA's analysis and recommendations to the Client regarding funding requirements, structuring alternatives, marketing, method of sale, security features, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which the Client and CMA agree should be included in the plan of financing.

1.03 Prepare or assist in the preparation of financing documents, as required by the Client, including but not limited to: term sheet, Official Statement, Notice of Sale and bid sheet, request for a credit rating, request for bond insurance, DTC Letter of Representations, and post-sale analysis.

1.04 Upon the request of the Client, CMA will assist the Client in the selection of other service providers necessary to conduct each Issue including but not limited to Bond Counsel, rating agencies, bond insurer, underwriters, trustee and financial printer, if appropriate.

1.05 Prepare and maintain a financing schedule, costs of issue, list of participants, and take such other actions requested by the Client to efficiently manage each Issue to meet Client's objectives.

1.06 Participate in the sale of the debt, confirm net interest cost calculation, verify underwriter's compensation and make a recommendation as to award.

1.07 Assist the Client with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.

1.08 Prepare final debt service schedules.

1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.

Attachment: Capital Markets Advisors LLC (RES-2025-108 : Capital Markets Advisors, LLC CRS #5305)

Capital Markets Advisors, LLC

Independent Financial Advisors

Section 2 Compensation

2.01 For CMA's performance of services on behalf of the Client as described in sections 1.01 through 1.09 hereof, CMA's compensation will be as follows which will be effective through the term of the agreement and subsequent renewals.

For **General Obligation Serial Bond issues with an Official Statement:** a fixed fee of $6,300 plus $0.63 per each $1,000 of the par amount of bonds issued.

For **Refunding Serial Bond issues sold via Negotiated or Competitive Sale with an Official Statement:** fee is subject to negotiation between the Town and CMA based upon par amount and complexity of the transaction.

For **Serial or Statutory Installment Bonds less than $1,000,000 using a Term Sheet** (no Official Statement): $1,900.

For **Bond, Tax and Revenue Anticipation Note issues with an Official Statement:** a base fee of $4,300 plus $0.43 per each $1,000 of the par amount of notes issued.

For **Tax and Revenue Anticipation Note issues less than $1,000,000 using a Term Sheet** (no Official Statement): $1,500.

For **Bond, Anticipation Note issues less than $1,000,000 using a Term Sheet** (no Official Statement): $1,200.

Continuing Secondary Market Disclosure: CMA will charge a flat fee of $2,100 for Continuing Disclosure inclusive of all required Material Event Notice filings.

All other work for services rendered to the Client at the Client's request but unrelated to a specific bond or note issue, at the blended hourly rate of $170.

Out of Pocket Expenses: Out-of-pocket expenses billed to the Client at our direct cost might include photocopying, printing of presentation materials, overnight delivery charges, an internet distribution fee, and mileage reimbursable at current IRS rates, with a minimum fee of $350.

Section 3 Term of Agreement

The term of this Agreement shall be for one-year from the date hereof, with the option of two one-year annual renewals.

Section 4 Disclosure

CMA does not assume the responsibilities of the Client, nor the responsibilities of the other professionals and vendors representing the Client, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the Client. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Client. Information obtained by the CMA, either through its own efforts or provided by the Client, included in the financing documents, or otherwise provided to the Client, is by reason of experience and professional judgment, believed to be accurate; however, such information is not

Attachment: Capital Markets Advisors LLC (RES-2025-108 : Capital Markets Advisors, LLC CRS #5305)

guaranteed by the CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

Section 5 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

Section 6 Required Regulatory Disclosure

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC is www.sec.gov; and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

MSRB Rule G-42 Disclosure Duties of Non-Solicitor Municipal Advisors

Conflicts of Interest Disclosure
CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material, undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- A municipal advisor, including CMA, that is compensated via a contingency fee agreement, has a material conflict of interest arising from compensation for municipal advisory activities performed that are contingent on the size or closing of such transaction for which it is providing advice. Contingency fee agreements are not uncommon or illegal, but the inherent, material conflict of interest that results from such an agreement must be disclosed to the client according to Rule G-42.

Attachment: Capital Markets Advisors LLC (RES-2025-108 : Capital Markets Advisors, LLC CRS #5305)

- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

Information Regarding Legal Events and Disciplinary History Disclosure
MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website (www.sec.gov).

Future Supplemental Disclosures
As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

Section 7 Independent Contractor

CMA hereby acknowledges and agrees that its status under this Agreement will be that of an independent contractor. CMA and its officers, agents and employees shall not represent themselves as Client employees to any third party, nor shall they make any claim to the Client, or to any other person or entity, for benefits or privileges granted to Client employees, including but not limited to, Unemployment and Workers Compensation benefits. CMA further acknowledges and agrees that the Client shall not take any deductions or withholdings from CMA's compensation to pay federal or state taxes, or any other assessment, cost, expense or obligation which CMA or its officers, employees or agents may incur as a result of CMA receiving compensation pursuant to this agreement.

Section 8 Modification

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

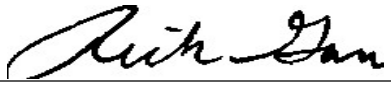
Attachment: Capital Markets Advisors LLC (RES-2025-108 : Capital Markets Advisors, LLC CRS #5305)

Capital Markets Advisors, LLC

Independent Financial Advisors

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

CAPITAL MARKETS ADVISORS, LLC
FEDERAL TAX I.D.: 02-0582108

By: 

Rick Ganci
Executive Vice President & Principal

TOWN OF AMHERST, NEW YORK

By:

Name:

Title:

Attachment: Capital Markets Advisors LLC (RES-2025-108 : Capital Markets Advisors, LLC CRS #5305)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29918 **RESOLUTION 2025-109** **ADOPTED**

Extension of Bid #2023004 Town Wide Asbestos & Lead Surveys - CRS #5308

WHEREAS, AMD Environmental has agreed to extend their contract for Bid #2023004 for Town Wide Asbestos and Lead Surveys (Original CRS #3892);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with AMD Environmental for the period of March 20, 2025 through March 19, 2027; and

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

2/3/2025
Consent

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

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

January 8, 2025

AMD Environmental
72 East Niagara Street, Ste. 100
Tonawanda, NY 14150
ATTN: Jonathan Wolf, General Manager

Re: CRS 2892 – Town Wide Asbestos & Lead Surveys

Dear Mr. Wolf:

The Town of Amherst wishes to extend this agreement for an additional contract period, through March 19, 2027, under the same pricing structure, terms and conditions as the original agreement.

Extension is provided for per the attached contract renewal. 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
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: AMD Environmental Consultants, Inc.

Representative (Please print): Anthony DeMiglio Title: President

Signature: _____ Date: 1/10/2025

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Signed extension agreement (RES-2025-109 : Extension of Bid #2023004 Town Wide Asbestos & Lead Surveys - CRS #5308)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29924 **RESOLUTION 2025-110** **ADOPTED**

Approve 2025 Firefighter Cancer Benefit Program - CRS #5309

WHEREAS, the New York State Legislature mandated cancer coverage for volunteer firefighters effective January 1, 2019; and

WHEREAS, the Amherst Town Board adopted Resolution 2018-1292 on December 10, 2018, approving basic mandated cancer coverage from The Hartford Life and Accident Insurance Company;

NOW, THEREFORE, BE IT RESOLVED, that the Amherst town Board approves the renewal of the Basic Cancer Coverage through The Hartford Life and Accident Insurance Company, administered by AIS Administrators, for the calendar year 2025; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the policy is effective as of January 1, 2025.

2/3/2025
Consent

FINANCIAL IMPACT:

F (various by FD); Account 8055; $47,355.63

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

NEW YORK STATE MANDATED VOLUNTEER FIREFIGHTER CANCER BENEFIT PROGRAM
PARTICIPATION AGREEMENT FOR THE BASIC PLAN COVERAGE

The Town of Amherst having jurisdiction of the following participating fire districts, departments or companies certifies the rosters submitted by these fire districts, departments or companies is supported by the required eligibility records and information as proscribed by GML 205-CC.

The Town of Amherst is applying for and agreeing to purchase the Lump Sum Cancer Benefit, Long Term Disability (Income Replacement), and Death Benefit. The Basic Plan Coverage renews at each anniversary of the effective date, based on then current premiums established by the Administrator.

Coverage may be terminated in accordance with the terms of the Firefighter Cancer Policy or for Employer's failure to comply with the terms of this Agreement.

Participating Fire Entities:

East Amherst Fire Department

Ellicott Creek Fire Department

Getzville Fire Department

Main Transit Fire Department, Inc.

North Amherst Fire Company, Inc.

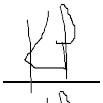
North Bailey Fire Company

Swormville Fire Department

Williamsville Fire Department

	Kristin Pyle	**1/13/2025**
Signature		Date
Brian J. Kulpa		Town Supervisor
Print Name		Title
AIS Administrators / Alliant Services Houston, Inc.		**1/13/2025**
		Date

Initial below:

 Agent Certifies He/She holds a current NYS Insurance Life and Health Insurance License.

Agent Certifies He/She holds at least $1,000,000/$3,000,000 in errors and Omissions Coverage.

Attachment: 2025 Participation Agreement (RES-2025-110 : Approve 2025 Firefighter Cancer Benefit Program - CRS #5309)

TOWN OF AMHERST

2025 Firefighter Cancer Insurance Basic Coverage Plan

FIRE DEPARTMENT	DEATH BENEFIT 327 $112.01	LONG TERM DISABILITY 306 35.06	PREMIUM TOTAL (BASIC COVERAGE)	TOTAL FIREFIGHTER COUNT
East Amherst Fire Department	46	45	$ 6,730.16	46
Ellicott Creek Fire Department	31	31	$ 4,559.17	31
Getzville Fire Department	57	52	$ 8,207.69	57
Main Transit Fire Department, Inc.	63	61	$ 9,195.29	63
North Amherst Fire Department, Inc.	19	19	$ 2,794.33	19
North Bailey Fire Department	30	29	$ 4,377.04	30
Swormville Fire Department	43	34	$ 6,008.47	43
Williamsville Fire Department	38	35	$ 5,483.48	38
			$ 47,355.63	327

Attachment: Summary - LJ (RES-2025-110 : Approve 2025 Firefighter Cancer Benefit Program - CRS #5309)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29949 **RESOLUTION 2025-111** **ADOPTED**

Award Bid #2025001 Sodium Hypochlorite - CRS #5314

WHEREAS, the Contract Compliance and Administration Department received bids on January 9, 2025 for Sodium Hypochlorite; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award Item #1 of this bid to JCI Jones Chemicals, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with JCI Jones Chemicals, Inc.

2/3/2025
Consent

FINANCIAL IMPACT:

G9916-4820 & G9916-4830; Amount TBD

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

Bid #2025001 Sodium Hypochlorite											
Low Bidder			Vendor Name:	Bison Labs		Slack Chemical		JCI Jones Chemicals		Amrex Chemical	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	45,000	Gal	Sodium Hypochlorite Solution NaOCl, CAS #7681-52-9 as per bid specifications within this bid document. **Six-Month Term**	$1.85	$83,250.00	$2.319	$104,355.00	$1.74	$78,300.00	$2.299	$103,455.00
1A	90,000	Gal	Sodium Hypochlorite Solution NaOCl, CAS #7681-52-9 as per bid specifications within this bid document. **Twelve-Month Term**	$1.85	$166,500.00	$2.319	$208,710.00	NO BID	NO BID	NO BID	NO BID
NOTES:											
JCI Jones: Bid includes a Bid Exception page											
Amrex Chemical: Bid was sent Fedex overnight delivery scheduled for 1/9 before 12 PM. Bid was received on 1/10 as FedEx wrongly assumed the Town was closed 1/9.											

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29953 **RESOLUTION 2025-112** **ADOPTED**

Award Bid #2025002 Sodium Hydroxide 50% Solution - CRS #5315

WHEREAS, the Contract Compliance and Administration Department received bids on January 9, 2025 for Sodium Hydroxide 50% Solution; and

WHEREAS, the bid process resulted in responses from five (5) 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 Item #1A of this bid to Slack Chemical Company, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Slack Chemical Company, Inc.

2/3/2025
Consent

FINANCIAL IMPACT:

G9916-4830; Amount TBD

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

Bid #2025002 Sodium Hydroxide 50% Solution														
Low Bidder			Vendor Name:	Slack Chemical		PVS Nolwood Chemicals		Brenntag Northeast		JCI Jones		Amrex Chemical	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
			OPTION 1 – 6 Month Contract Pricing										
1	45	55-Gal Drum	Liquid Sodium Hydroxide 50% Solution (NaOH)	$175.45	$7,895.25	$301.00	$13,545.00	$385.00	$17,325.00	$288.75	$12,993.75	$323.84	$14,572.80
1A	9	275-Gal Tote	Liquid Sodium Hydroxide 50% Solution (NaOH)	$849.75	$7,647.75	$1,439.00	$12,951.00	$1,755.00	$15,795.00	$893.75	$8,043.75	$1,617.00	$14,553.00
			OPTION 2 – 12 Month Contract Pricing										
2	90	55-Gal Drum	Liquid Sodium Hydroxide 50% Solution (NaOH)	$186.45	$16,780.50	NO BID	NO BID	$385.00	$34,650.00	NO BID	NO BID	NO BID	NO BID
2A	18	275-Gal Tote	Liquid Sodium Hydroxide 50% Solution (NaOH)	$904.75	$16,285.50	NO BID	NO BID	$1,755.00	$31,590.00	NO BID	NO BID	NO BID	NO BID
i													
Slack Chemical: Items #1 & 2: Drum Deposit: $65 Each; Item #1A & 2A: Tote Deposit: $1,000 Each. Slack has agreed to waive container deposits and to pick up free of charge.													
JCI Jones: Included a Bid Exceptions page.													
Amrex Chemical: Bid was sent Fedex overnight delivery scheduled for 1/9 before 12 PM. Bid was received on 1/10 as FedEx wrongly assumed the Town was closed 1/9.													

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Court
Initiated by: **Kim Kern**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 29987 **RESOLUTION 2025-113** **ADOPTED**

Amherst Town Justice & Drug Court Analyst to Attend NYATCP Conference

Amherst Town Justice and Drug Court Analyst to attend NYATCP Conference in Saratoga Springs, NY from 3/5/25 to 3/7/25 at a cost of $2,644.14.

2/3/2025
Consent

FINANCIAL IMPACT:

Expenses are covered by Byrne JAG grant BJ22-1037-D00

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

Revised 1.2.2024

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Ann M. Nichols	9378	Court	(716) 689-4291

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
3/5/25	3/7/25	Saratoga, NY	New York Association of Treatment Court Professionals 2025 Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 560 @ $0.70	392.00	A1112.4040	
Tolls	22.88	A1112.4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 2 @ $ 126	252	A1112.4040	
Meals:			
IRS Per Diem Per Day: 80	80	A1112.4040	
1st & Last Day of Travel @ 75% 60	120	A1112.4040	
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	250	A1112.4040	
Other gas	100.00	A1112.4040	
Subtotal	1216.88-		N/A
Contingency - 10% of subtotal or $200	121.69-		N/A
TOTAL	1338.57-		

Request Approved By:

Kimberly C. Kern

Department Head Signature

1/27/2025

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

Attachment: DOC012925-012920251052S7 (RES-2025-113 : Amherst Town Justice & Drug Court Analyst to Attend NYATCP Conference)

Revised 1.2.2024

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Eileen Logsdon	8062	Court	(716)689-4255

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
3/5/2025	3/7/2025	Saratoga NY	NY Association of Treatment Court Professionals 2025 Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 560 @ $0.70	392.00	A1112.4040	
Tolls	22.88	A1112.4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 2 @ $141	282.00	A1112.4040	
Meals:			
IRS Per Diem Per Day: 80	80.00	A1112.4040	
1st & Last Day of Travel @ 75% 60	60.00	A1112.4040	
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	250.00	A1112.4040	
Other gas	100.00	A1112.4040	
Subtotal	1186.88 -		N/A
Contingency - 10% of subtotal or $200	118.69 -		N/A
TOTAL	1305.57 -		

Request Approved By:

Kimberly C Kern

Department Head Signature

1/27/2025

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area For Expense Reimbursement

Town Board :

Town Board Resolution & Date

Attachment: DOC012925-01292025105257 (RES-2025-113 : Amherst Town Justice & Drug Court Analyst to Attend NYATCP Conference)

NYATCP CONFERENCE 2025

MARCH 5-7

SARATOGA HILTON

SAVE THE DATE

VETERAN MENTOR BOOTCAMP

March 5:

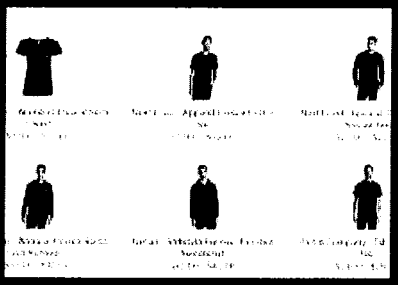
March 6:

March 7:

LOOKING FOR PRESENTERS

Speaker 2025 Link

CONFERENCE GEAR



Gear up for the Conference!

FOR ALL YOUR CONFERENCE NEEDS

CLICK HERE NYATCP 2025 Link

Attachment: DOC012925-01292025105257 (RES-2025-113 : Amherst Town Justice & Drug Court Analyst to Attend NYATCP Conference)

Amherst Town Court

400 John James Audubon Pkwy
Amherst, NY 14228

Eileen Logsdon
Therapeutic Courts Director

Phone (716) 689-4255
Fax (716) 929-9109

12/5/2024

Mr. Brian Kupla
Town of Amherst Supervisor
Amherst Town Board
5583 Main St.
Williamsville, NY 14221

Dear Brian Kupla & Fellow Board Members:

I am an employee at Amherst Court where I oversee the Therapeutic Courts (Drug/DWI Court/Opioid Court/Domestic Violence, Veterans & Gambling Courts). I have the opportunity and would like permission to attend the NYADTCP (New York Association of Drug Treatment Court Professionals) training **in Saratoga Springs, NY on March 5-7, 2025.** Overseeing the Therapeutic Courts here, attending this training would provide our court with valuable information on other successful Therapeutic Courts in the surrounding areas and what is needed to improve our existing courts as well as following best practices. All expenses for attending this training would be covered by The New York State Grant Project No. BJ22-1037-D00. If you have any questions, please feel free to contact me at (716) 689-4255.

Thank you in advance for your consideration regarding this matter.

Sincerely,

Eileen Logsdon

Eileen Logsdon
Amherst Therapeutic Courts Director

Attachment: DOC012925-01292025105257 (RES-2025-113 : Amherst Town Justice & Drug Court Analyst to Attend NYATCP Conference)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29928 **RESOLUTION 2025-114** **ADOPTED**

Addendum to Contract for Special Inspections & Testing – Whitestone Associates Engineering & Geology NY, PLLC Royal Park Sports Complex T.O.A. Project No. 2019.055 CRS #5276

We respectfully request your consideration for the approval of this resolution authorizing the Supervisor to sign the referenced Addendum to our special inspections contract at Royal Park, which proposes an increase to this overall contract by $18,200.00. This adjustment addresses the testing services required beyond the initial scope outlined in our original proposal approved as per resolution Number 2024-515 on June 10, 2024. Due to the project's scale and various construction elements, it was not possible to determine an exact number of special inspections required by the New York State Building Code at the time of our initial proposal. As a result, additional testing is now necessary to comply with Building Code requirements.

Based on the same unit prices included in Whitestone's original proposal summary and the supplemental testing required, Whitestone has prepared the attached addendum to cover the additional testing costs needed to fulfill the project's requirements.

Funds are available for this contract from KP2303.4971. Thank you for considering this request.

2/3/2025
Consent

FINANCIAL IMPACT:

Funds are available for this contract from KP2303.4971, increase to this overall contract by $18,200.00.

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

WHITESTONE

116 GRUNER ROAD
BUFFALO, NY 14227
716.770.0078
whitestoneassoc.com

REVISED PROPOSAL ADDENDUM #1

December 20, 2024

via email

TOWN OF AMHERST
1100 North Forest Road
Williamsville, New York 14221

Attention: Mr. Michael Hitzel
Project Architect

Regarding: PROPOSAL ADDENDUM #1
CONSTRUCTION PHASE TESTING & INSPECTION SERVICES
PROPOSED ROYAL PARK SPORTS COMPLEX
187 WEST ROYAL PARKWAY
AMHERST, ERIE COUNTY, NEW YORK
WHITESTONE PROJECT NO.: GR2422073.Y00

Dear Mr. Hitzel:

Whitestone Associates Engineering & Geology NY, PLLC (Whitestone) is pleased to submit this revised Addendum #1 to provide supplemental concrete inspections, soil compaction testing, wood framing inspection, asphalt testing, pull testing, and mold testing. The requested net increase to the May 23, 2024 *Proposal* is **$18,200.00** at this time. The actual total cost of inspections will depend on the testing scheduled, retesting and consultation/project management required, which will depend primarily on the contractor's schedule and performance. This revised addendum replaces Whitestone's Addendum dated November 4, 2024 to modify the additional cost.

This addendum is subject to the *Terms and Conditions* of the aforementioned *Revised Proposal Agreement for Services*. Any additional services or out-of-scope work items will be confirmed in writing. Please acknowledge your acceptance of this change order by signing where indicated below.

Whitestone appreciates the opportunity to be of continued service to the Town of Amherst. Please do not hesitate to contact us with any questions regarding this request.

Sincerely,

WHITESTONE

Charles B. Guzzetta, PG
Regional Manager, Upstate New York

Ryan R. Roy, PE
Vice President

CG/rb P:\Job Folders\2024\2422073GR\Proposals and Contracts\GR2422073 Proposal Addendum #1-Rev.1.doc

Attachment: Whitestone Proposal Addendum #1 and Rates -Backup (RES-2025-114 : Addendum to Contract for Special Inspections & Testing –

ACCEPTED:

TOWN OF AMHERST

By: _____
(Signature)

_____
(Print Name)

Title: _____

Date: _____

Attachment: Whitestone Proposal Addendum #1 and Rates -Backup (RES-2025-114 : Addendum to Contract for Special Inspections & Testing –

CPT&I SERVICES (Unit Rate)	½ - Day[1]	Full Day[2]	Overtime[3]
Materials Testing			
Soil Compaction Testing:	$ 240.00	$ 480.00	$ 75.00/hr
Concrete Technician:	$ 240.00	$ 480.00	$ 75.00/hr
Senior Inspector/Geologist:	$ 320.00	$ 640.00	$ 95.00/hr
Wood Framing Inspector:	$ 360.00	$ 720.00	$ 110.00/hr

Project Management, Engineering & Reporting	Hourly Rate
Staff Engineer:	$ 115.00/hr

Related Expenses	Unit Rate
Laboratory Proctor Test:	$ 175.00 each
Concrete Compressive Strength Test:	$ 22.00 each
Sieve Analysis (Dry):	$ 65.00 each
Moisture Content:	$ 20.00 each
Specific Gravity:	$ 25.00 each
Mileage:	$ IRS rate/mile[4]
Equipment Fee:	$ 55.00/day

1 Minimum half-day rates are considered up to four hours on site.
2 Full day rates are considered from four hours to eight hours on site during normal hours of 5:00 AM to 6:00 PM.
3 Overtime rates apply for hours billed in excess of eight hours per day or on weekends and holidays. Nightwork conducted between 6:00 PM and 5:00 AM will be billed at overtime rates.
4 Mileage – IRS rate/mile plus tolls and hourly travel time where applicable.

Additional consultation or engineering services including attending meetings, participating in conference calls, preparing supplemental correspondence and/or budgetary cost projections or other activities not specified will be billed in addition to the pricing above.

This proposal is subject to the *Terms and Conditions* outlined above and as attached hereto. Costs are exclusive of reimbursable expenses not specified, and additional services or out-of-scope work items will be confirmed in writing and invoiced in accordance with Whitestone's *Professional Services Rate Schedule* (copy attached) or a supplemental proposal. Please acknowledge your acceptance of this proposal by signing where indicated below.

Whitestone appreciates the opportunity to present a proposal for this project and looks forward to being of service to the Town of Amherst. Please contact us with any questions regarding this proposal.

Sincerely,

WHITESTONE

Charles B. Guzzetta, P.G.
Regional Manager, Upstate New York

Ryan R. Roy, P.E.
Vice President

CBG/rb P:\Proposal Folders\2024\PRY32479G.R24\Proposals and Contracts\AmherstNY-CPTI (PRY32479G.R24).doc
Enclosures

Attachment: Whitestone Proposal Addendum #1 and Rates -Backup (RES-2025-114 : Addendum to Contract for Special Inspections & Testing –

Royal Park
Sports Complex
Professional Services Special Inspections & Testing

T.O.A. Job No. 2019.055

ADDENDUM 1 PROPOSAL ESTIMATED HOURS

Description	Quantity		Rate			Total
Professional Services						
Administrative Assistant	7.5	$	65.00	per hour	$	487.50
Geotechnical Engineer	4	$	165.00	per hour	$	660.00
				subtotal	**$**	**1,147.50**
Field Services						
Concrete Half Day	8	$	240.00	Each	$	1,920.00
Concrete Full Day	2	$	480.00	Each	$	960.00
Senior Inspector Half Day	1.5	$	320.00	Each	$	480.00
Senior Inspector /Geologist	3	$	640.00	Each	$	1,920.00
Soil Compaction Testing Full Day	6	$	480.00	Each	$	2,880.00
Soil Compation Testing Half Day	2	$	240.00	Each	$	480.00
Staff Engineer/Inspector	25	$	85.00	per hour	$	2,125.00
Wood Framing Inspection Full Day	1	$	720.00	Each	$	720.00
Overtime Charges	10	$	95.00	per hour	$	950.00
				subtotal	**$**	**12,435.00**
Equipment Fee						
Equipment Fee	24	$	55.00	per day	$	1,320.00
				subtotal	**$**	**1,320.00**
Laboratory Services						
Concrete Cyl. Compressive Strength Test	75	$	22.00	Each	$	1,650.00
Moisutre Content	1	$	20.00	sample	$	20.00
Sieve	1	$	65.00	sample	$	65.00
Specific Gravity	1	$	25.00	sample	$	25.00
Mold	1	$	936.00	Each	$	936.00
Concrete Technician - half day	1	$	240.00	Each	$	240.00
				subtotal	**$**	**2,936.00**
Reimbursable Expenses						
Mileage	445	$	0.67	per mile	$	298.15
				subtotal	**$**	**298.15**
				OVERALL ESTIMATED TOTAL	**$**	**18,136.65**

Attachment: Whitestone Proposal Addendum #1 and Rates -Backup (RES-2025-114 : Addendum to Contract for Special Inspections & Testing –

WHITESTONE

May 23, 2024 (the "Effective Date")

STANDARD TERMS AND CONDITIONS (the "Terms and Conditions")

These Terms and Conditions form a part of the proposal of **WHITESTONE ASSOCIATES ENGINEERING & GEOLOGY NY, PLLC** and/or **WHITESTONE ASSOCIATES, INC.** (collectively, the "Firm"), and **TOWN OF AMHERST** (the "Client"):

I. INTERPRETATION AND CONSTRUCTION.

A. The Firm is involved in the business of providing professional engineering and professional geologist services, which may include environmental, geotechnical and construction support services. Client seeks to engage the Firm, and the Firm accepts such engagement, to provide various types of services on Client's projects (each a "Project") pursuant to the terms hereof and each separate proposal (each a "Proposal") to be executed by the parties.

B. The parties desire for these Terms and Conditions to govern the relationship between the parties. Unless otherwise specifically set forth in a Proposal, in the event of a conflict or inconsistency between the Terms and Conditions and a Proposal, the Terms and Conditions shall take precedence, govern and control. The parties hereby acknowledge that these Terms and Conditions shall be incorporated by reference into each Proposal, as if fully set forth at length therein. The Terms and Conditions, collectively with the Proposal shall be referred to herein as the "Agreement".

II. THE SERVICES.

A. Client hereby retains the Firm to provide the services as set forth in one or more Proposals (hereinafter the "Services"). The "Services" shall also include any additional or different services requested by the Client and the provision of which is agreed-upon by the Firm.

B. In the event that the Proposal includes the provision of Services to be provided by one or more Licensed Site Remediation Professionals ("LSRP"), the LSRP Rider shall be incorporated herein and made a part hereof.

C. In the event that the Proposal includes the provision of underground storage tank services, the Underground Storage Tank Services Rider shall be incorporated herein and made a part hereof.

III. PROFESSIONAL RESPONSIBILITY. The Firm represents that the Services shall be performed within the limits described in accordance with the "Scope of Services" contained in the Proposal, and in a manner consistent with that level of care and skill ordinarily exercised by comparable professional firms under similar circumstances at the time the Services are performed. No other representations to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any report, opinion, document or otherwise. The Firm does not guarantee the ultimate approval or success of the Client's Project. The Firm is not liable for consequential punitive, compensatory, incidental, liquidated or delay damages caused by the ultimate approval or success of the Client's Project or time lines of the completion of the Services. The Firm's Services cannot be construed to be, and are not, a guarantee or assurance Client will have no or any reduced level of environmental liabilities or that undetected environmental problems do not exist or will not arise in the future.

IV. CLIENT RESPONSIBILITY. Client will provide to the Firm all available information material, data, and assistance for performance of the Services in compliance with all applicable laws, including and without limitation, previous reports and any other data affecting the site upon which the Services are to be performed (the "Site"). In the event that Client does not own the Site, Client represents and warrants that Client, Client's agents, employees, staff, consultants, contractors and subcontractors, have been granted a right of entry to the Site as is necessary for the Firm's performance of the Services. Client will ensure that access to the Site is available to the Firm at all reasonable times, and Client will make available to the Firm's representatives those of Client's employees, if any, who are knowledgeable concerning the Site. Client will designate in writing the person to act as Client's representative with respect to the Services to be performed, and such person will have complete authority to transmit instructions, receive information, and interpret and define Client's policies and decisions with respect to the Services. The Firm shall be entitled to rely upon all information obtained from Client. The Firm does not assume control of or responsibility for the Site or the person in charge of the Site, or undertake any responsibility other than that required by law, for reporting to any federal, state, or local agencies any conditions at the Site that may present an actual or potential danger to public health, safety, or the environment.

V. PAYMENT TERMS. Invoices for Professional Services and expenses incurred shall be generated on a monthly basis, and are due and payable within 30 days of receipt. If an invoice becomes delinquent, the Firm reserves the right to cease all services and pursue all remedies upon three (3) days prior written notice to Client. Client shall release, indemnify and hold the Firm harmless from and against any and all damages of any kind whatsoever resulting from a cessation of the Services for Client's failure to make payment in accordance with this Agreement. In the event the Firm seeks legal action against Client in connection with Client's payment obligations under this Agreement, the Client shall reimburse the Firm for all costs of collection, including but not limited to, all costs an expenses (including reasonable attorneys' fees) and any other related expenses in connection with such action. Further, the Client agrees to pay the Firm the full portion of any and all unpaid amounts ~~plus an interest charge equal to 1.5% per month of all monies thirty (30) days past due,~~ up to and including the time of payment. In the event a retainer is requested by the Firm, those monies will be applied to the final invoice generated by the Firm. Any excess amount will be refunded to the Client within 14 days after the Firm's receipt of payment. SS

VI. NOTIFICATION OF HAZARDS. Client shall inform the Firm of any known potentially hazardous substance, environmental contamination, or condition that presents or could present a potential danger to human health or the environment, which exists in, at, or near the Site (collectively, "Hazards"). Client releases and shall indemnify, defend and hold harmless the Firm and each Firm Covered Person from and against any and all Losses (as defined in Section XII hereof), including Losses for personal injury, disease, initial and ongoing medical expenses, including, but not limited to, continued health monitoring, death, property damage and economic-based claims that arise out of (a) Client's failure to advise the Firm of Known Hazards, or (b) unanticipated occurrence of Hazards discovered during the provision of the Services.

VII. JOB SITE HEALTH AND SAFETY. The Firm's sole responsibility for maintaining compliance with the Occupational Safety and Health Act of 1970, as amended, and the rules, standards and regulations promulgated thereunder (collectively, "OSHA") is to ensure compliance with such OSHA rules and regulations by Firm employees and Subcontractors. The Firm shall not be responsible for OSHA compliance as it applies to any other party not under Firm's control. Without limiting the generality of the foregoing, the Firm shall have no responsibility for OSHA compliance by or relating to Client or any party providing services on the Site, or any employee, agent, representative, officer, director, owner, or independent contractor of any of the foregoing parties.

Attachment: Whitestone Proposal Addendum #1 and Rates -Backup (RES-2025-114 : Addendum to Contract for Special Inspections & Testing –

WHITESTONE

VIII. BURIED UTILITIES; SITE DISTURBANCE. Client shall notify the Firm of the location of all known private subsurface utility lines, man-made objects and underground structures located beneath the Site. Prior to conducting any subsurface work, the Firm will call the local utility "One Call" services and engage an underground marking and utility locator service (if authorized by Client) in an attempt to locate subsurface utility lines and other man-made objects that may exist beneath the Site. Client recognizes that the Firm's research may not identify all subsurface utility lines, man-made objects and underground structures. The Firm will take commercially reasonable precautions to avoid damage or injury to any subsurface utilities or structures known to the Firm. Client further recognizes that subsurface conditions may vary from those encountered at the location of the Site where, and at the time when, borings, sampling, or testing are performed by the Firm in connection with its Site research, and that the data provided by the Firm are based solely on the information available to the Firm. Client acknowledges that the equipment used to perform the Services may affect, alter, or damage the terrain, vegetation, buildings, structures, and equipment in, at, or on the Site.

Firm shall backfill each test location once with soil excavated from the Site and shall patch the upper surface of paved areas above the location from which the test boring was obtained with cold-patch asphalt and/or grout. Such patches and the location and surrounding proximate surface, subsurface, horizontal and vertical area will require ongoing and continuous supervision, inspection, maintenance and repair. Firm assumes no responsibility for damage resulting from future settlement at any or all of the test areas and/or patches and the surrounding proximate surface, subsurface, horizontal and vertical area thereof.

IX. PUBLICATIONS. Client agrees that the Firm may use and publish a general description of the Services performed by the Firm in advertising and qualifications, which advertising may include, without limitation, brochures and other promotional material (including print and electronic media). Client's covenants contained in this Section IX will survive the termination of this Agreement.

X. OWNERSHIP OF DOCUMENTS. All reports, field data, notes, calculations, estimates, drawing documents and other items prepared by the Firm are instruments of service and shall remain the joint property of the Firm and the Client. Client agrees that all reports and other work furnished to the Client or its agents, which are not paid for will be returned upon demand, and will not be used for any other purposes whatsoever. The Firm will retain all pertinent records related to the Services performed during which period, the records will be made available to the Client at reasonable times, providing no outstanding account balances exist. Items prepared by the Firm are not intended for use other than for the above Project. Use in any other Project or reuse by the Client for other Projects will be at Client's sole risk. Any electronic media and documents on computer disk prepared by the Firm are subject to use only by express written permission by the Firm, and are not considered the Client's property. In the event the Client utilizes this information without written permission, or utilizes any of the Firm's work product in any fashion specifically not authorized by the Firm, the Client does so at their own risk and shall defend, indemnify and hold the Firm harmless for any damages or claims that may arise as a result of such utilization.

XI. DISCLOSURE TO THIRD PARTIES. Client acknowledges that the Services may be subject to State, Regional or Federal reporting requirements and the reporting and notification requirements thereof. The Firm's technical and pricing information are confidential and proprietary information of the Firm and Client may not disclose such information without the Firm's express prior written consent.

XII. INDEMNIFICATION. Client and Firm release and agree to indemnify and hold harmless each other and each of their officers, directors, agents, employees, consultants and each of their respective successors and assigns (collectively, the "Covered Persons") from and against any and all claims, liabilities, losses, proceedings, suits, actions, damages or expenses of any kind (under any theory under contract, tort, statue alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentations, or any other theory), including consequential, incidental, special, exemplary and punitive damages, and also including court costs and reasonable attorneys' fees (collectively "Losses") which arise out of any (i) negligent or willful acts or omissions by the Client's or Firm's owners, agents, directors, officers and employees, (ii) breach of this Agreement by the Client's or Firm's owners, agents, directors, officers and employees, (iii) personal injury or property injury claims relating to the Services, the Site or any Hazards, (iv) violations by the Client's or Firm's owners, agents, directors, officers and employees, of any federal, state or local law, regulation or rule, whether or not such violations arise out of, or occur in connection with, the Services.

XIII. TERM AND TERMINATION.

A. Term. This Agreement shall be in effect as of the Effective Date and shall remain in effect until the anniversary thereof (the "Term") or until such later date as may be set forth in a Proposal (it being understood that this Agreement will not terminate in the event the term set forth in a Proposal is longer than the term set forth herein). ~~Thereafter, this Agreement will automatically renew for additional periods of one year each (each an "Additional Term"), unless either party notifies the other party in writing at least sixty (60) days prior to the end of the Term or applicable Additional Term of its intent not to renew.~~ SS

B. Termination.

1. This Agreement may be terminated by either party upon fourteen (14) days' written notice, should any terms not be performed in accordance with this Proposal. In the event of termination, the Firm shall be paid in full for (i) the Services rendered through the actual date of termination (ii) for any unpaid expenses, and (iii) reasonable expenses incurred by the Firm from such termination, including, but not limited to, reasonable winding down expenses.

2. Termination by Client shall be by written notice to Thomas K. Uzzo, Whitestone Associates, Inc., 30 Independence Boulevard, Suite 250, Warren, New Jersey 07059, tuzzo@whitestoneassoc.com. Termination by the Firm shall be made by written notice to the addressee of this Agreement. Such notice of termination will become effective when received by the non-terminating party unless a later date is specified therein.

XIV. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

A. The Firm shall only be responsible for delivering the Services to Client. The Firm, acting in good faith, shall not be liable for any action, omission, or loss in connection with the Agreement.

B. DISCLAIMER OF WARRANTIES. EXCEPT AS SET FORTH IN SECTION III ("PROFESSIONAL RESPONSIBILITY") OF THESE TERMS AND CONDITIONS, THE FIRM MAKES NO OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES OR OTHERWISE AND THE FIRM HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C. LIMITATION OF LIABILITY. THE FIRM'S ENTIRE LIABILITY TO CLIENT FOR DAMAGES CONCERNING PERFORMANCE OR NONPERFORMANCE BY THE FIRM, OR IN ANY WAY RELATED TO A PROJECT, AND REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID TO THE FIRM BY CLIENT UNDER THE TERMS OF THE PROPOSAL THAT COVERS THE PROJECT THAT SERVES AS THE BASIS FOR THE CLAIM. IN NO EVENT SHALL ANY FIRM COVERED PERSON BE LIABLE FOR ANY

Attachment: Whitestone Proposal Addendum #1 and Rates -Backup (RES-2025-114 : Addendum to Contract for Special Inspections & Testing –

WHITESTONE

INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, COSTS, EXPENSES, OR LOSSES OF ANY KIND WHATSOEVER. IN ADDITION, IN NO EVENT SHALL ANY FIRM COVERED PERSON BE LIABLE FOR ANY ACTIONS, DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES, OR LOSSES OF ANY KIND WHATSOEVER IN ANY WAY ARISING OUT OF OR RELATING TO ANY OR ALL ACTS OR OMISSIONS OF CLIENT AND/OR ANY THIRD PARTY, ANY DAMAGE CAUSED BY CLIENT AND/OR ANY THIRD PARTY, OR ANY INJURY TO CLIENT, AND/OR ANY THIRD PARTY, IN CONNECTION WITH OR RELATED TO THE SERVICES, OR THE FIRM'S PERFORMANCE HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE).

XV. TESTIMONY. Client shall compensate the Firm at the Firm's applicable hourly rate in the event that the Firm or any of its personnel agrees or is compelled to testify and/or provide documents in any lawsuit or legal action related to this Agreement, the Services or the Site. In addition, Client shall reimburse the Firm for all reasonable actual out-of-pocket expenses incurred by the Firm in connection with responses to subpoenas and other similar legal orders issued to the Firm in respect to the Services performed under this Agreement. This provision shall survive the termination or expiration of this Agreement.

XVI. NON-SOLICITATION OF FIRM PERSONNEL. Firm and Client will not solicit the employees or independent contractors of the other to become employees or consultants during the Term and for a one (1) year period following the termination or expiration thereof.

XVII. REVOCATION OF CERTIFICATION OR STATEMENTS. The Firm shall have the right to revoke any certification, statements, or professionally sealed documents or plans in the event the Firm is made aware of unauthorized, prohibited use by the Client. The Client assumes the risk of any damages and any and all claims that may occur as a result of the unauthorized use of the Firm's documents.

XVIII. LIMITATION PERIOD. No lawsuit shall be brought by Client against the Firm for damages for any negligent professional acts, errors, or omissions, or breach of contract unless commenced within twenty-four (24) months from the last date of services provided under this Agreement.

XIX. INTEGRATION. This Agreement constitutes the entire understanding and agreement between Client and the Firm and shall not be altered or modified except by an agreement, in writing, signed by both Client and the Firm. This Agreement shall supersede all prior negotiations, understandings, and agreements, whether oral or written, and such prior agreements shall thereupon be null and void and without legal effect.

XX. ASSIGNMENT. This Agreement shall be binding upon the parties, their successors, representatives, and assigns. Client shall not assign or transfer this Agreement or any interest herein without the prior written consent of the Firm. The Firm may not assign or transfer this Agreement to any party without the prior written consent of Client, which consent shall not be unreasonably withheld. Further Firm may, without the consent of Client, subcontract any portion of the Services hereunder.

XXI. SEVERABILITY. The provisions of this Agreement shall be severable, and if any provision hereof shall be determined by any court or competent jurisdiction to be invalid, such determination shall not affect or invalidate the remainder hereof.

XXII. ENTIRE AGREEMENT. Each party hereto acknowledges its full understanding of this Agreement, that there are no verbal promises, understandings or agreements in connection herewith. This Agreement may be modified by the written consent of the parties hereto.

XXIII. GOVERNING LAW; VENUE; ALTERNATIVE DISPUTE RESOLUTION. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, binding arbitration and shall be privately administered by a single arbitrator who shall administer the arbitration pursuant to the commercial arbitration rules then in effect of the American Arbitration Association that are applicable to a privately administered arbitration.

XXIV. WASTE MATERIAL. Where waste materials are to be handled, transported, treated, and/or disposed of by the Firm, Client agrees to accurately and completely describe said waste in writing to the Firm and warrants to the Firm that the waste material conforms to the specification and description set forth on the descriptions thereof. Legal responsibility and liability for waste material not reasonably conforming to the specifications and descriptions set forth in the written description shall at all times remain with the waste generator. The Client shall review documentation for accuracy upon receipt and notify the Firm immediately of any inaccuracies.

XXV. SAMPLE RETENTION/DISPOSAL. All samples of uncontaminated soil, rock, and water may be discarded thirty (30) days after submission of the Firm's final report unless Client advises the Firm to deliver to the samples to Client at Client's sole expense, or to store them for an agreed upon charge. In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment, as defined by federal, state, or local statutes, regulations, or ordinances the Firm will, after completion of testing and at Client's expense, return such samples and materials to Client, or (using a manifest signed by Client as generator and transporter) transport such samples and materials to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. Client recognizes and agrees that the Firm is acting as a bailee and at no time assumes title to said waste.

XXVI. DURATION OF FEE SCHEDULE. The fee schedule included in a Proposal shall remain in full force and effect for a period of ninety (90) days from the date of the proposal. If the Proposal is accepted and executed within such ninety (90) day period, then the fee schedule included in that Proposal shall remain in full force and effect for a period of one year from the date of that Proposal. If the Proposal is not accepted and executed within such ninety (90) day period, the Firm shall have the right to revise the fee scheduled in its discretion, which may include, but not be limited to, revising the fee schedule included in that Proposal, increase its fees for Services, and adjusting the time for and scheduling of performance of services.

XXVII. COMPLIANCE WITH LAW. In the performance of each party's obligations under this Agreement, each of the Firm and Client agree to comply with all applicable federal, state, and local laws, rules, regulations, and orders of any duly constituted authority.

Attachment: Whitestone Proposal Addendum #1 and Rates -Backup (RES-2025-114 : Addendum to Contract for Special Inspections & Testing –

WHITESTONE

PROFESSIONAL SERVICES RATE SCHEDULE - 2024

Executive (President or Vice President)	$ 305.00/hour
Senior Associate	$ 285.00/hour
Associate	$ 260.00/hour
Expert Witness Testimony	$ 360.00/hour
Senior Professional Engineering Manager	$ 240.00/hour
LSRP/LSP/LEP	$ 225.00/hour
Project Manager	$ 200.00/hour
Professional Engineer	$ 200.00/hour
PCA Manager	$ 200.00/hour
Senior Professional Geologist	$ 200.00/hour
Professional Geologist	$ 185.00/hour
Associate Project Manager	$ 180.00/hour
Environmental Engineer	$ 175.00/hour
Geotechnical Engineer	$ 175.00/hour
Environmental Specialist/Scientist	$ 160.00/hour
Geologist	$ 160.00/hour
Project Engineer	$ 160.00/hour
Asbestos or Lead Paint Inspector	$ 145.00/hour
Wetlands Scientist	$ 135.00/hour
ICC/DCA Inspector	$ 125.00/hour
Staff Engineer/Inspector	$ 115.00/hour
Environmental Technician	$ 110.00/hour
Technical Assistant	$ 95.00/hour
CADD Operator/Draftsman	$ 95.00/hour
Project Coordinator	$ 90.00/hour
Administrative Assistant	$ 68.00/hour
Clerical Assistant	$ 60.00/hour
Travel/Mileage	$ 0.67/mile + tolls

Notes:

1. Mileage reimbursement subject to change based upon IRS standard mileage reimbursement rate.
2. Additional project-specific equipment, materials, and/or laboratory analyses or subcontracted services will be quoted on a case-by-case basis.
3. All rates are billed portal-to-portal.
4. Projects located greater than 100 miles from a Whitestone office may be subject to per diem expenses.
5. Construction phase testing and inspection services are subject to a four-hour minimum charge per day.

Attachment: Whitestone Proposal Addendum #1 and Rates -Backup (RES-2025-114 : Addendum to Contract for Special Inspections & Testing –

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29929 **RESOLUTION 2025-115** **ADOPTED**

Change Order No. 02- SU – Louis Del Prince & Sons, Inc. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5299

We respectfully request your approval of the resolution authorizing the Supervisor to sign the referenced Change Order. This Change Order proposes an increase of $73,365.28 to the overall contract to address unforeseen site conditions and permitting requirements. The existing site conditions necessitated adjustments to the designed grades and the relocation of the tennis courts. Additionally, bedrock was discovered at shallower depths than what was indicated within the geotech report, requiring rock blasting and removal to accommodate the installation of stormwater structures and foundations. During the building permitting process, it was also determined that additional frost protection and foundation modifications were needed for the bleachers and press box. This Change Order accounts for those required adjustments as well.

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

Funding for this added expense is available within the project account KP2303.4972. Thank you for your attention to this matter.

2/3/2025
Consent

FINANCIAL IMPACT:

Funding for this added expense is available within the project account KP2303.4972. This Change Order proposes an increase of $73,365.28 to the overall contract

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

DRAFT

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* ROYAL PARK SPORTS COMPLEX TOWN JOHB NO. 2019-055	**CONTRACT INFORMATION:** Contract For: SITE/UTILITY Date: May 13, 2024	**CHANGE ORDER INFORMATION:** Change Order Number: 002 Date: January 9, 2025
OWNER: *(Name and address)* TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE, NY 14221	**ARCHITECT:** *(Name and address)* Wendel WD Architecture, Engineering, Surveying & Landscape Architecture P.C. 375 Essjay Road, Suite 200 Williamsville, NY 14221	**CONTRACTOR:** *(Name and address)* LOUIS DEL PRINCE & SONS, INC. 580 CAYUGA ROAD CHEEKTOWAGA, NY 14225-1312

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Rev grades at playground & parking lot (RFP 005.1), Rock blasting (RFP 006), Tennis court shift (RFP 012.1), Maintenance bond for ECWA (RFP 020) and Frost protection at bleacher pads (RFP 014.2)

The original Contract Sum was	$	6,490,400.00
The net change by previously authorized Change Orders	$	126,151.74
The Contract Sum prior to this Change Order was	$	6,616,551.74
The Contract Sum will be increased by this Change Order in the amount of	$	73,365.28
The new Contract Sum including this Change Order will be	$	6,689,917.02

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will 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.

Wendel WD Architecture, Engineering, Surveying & Landscape Architecture P.C.	LOUIS DEL PRINCE & SONS, INC	TOWN OF AMHERST
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
David L. Kenyon		
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
9/10/24		
DATE	**DATE**	**DATE**

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User Notes:

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

Wendel

375 Essjay Road
Suite 200
Williamsville, NY 14221

Phone: (716) 688-0766
Fax: (716) 625-6825

REQUEST FOR PROPOSAL

No. 005

TITLE:	***Revised Grades at Playground and Parking Lot***	**DATE:**	September 26, 2024
PROJECT:	***Royal Park Sports Complex***	**PROJECT NO:**	261341
TO:	Louis Del Prince & Sons, Inc. 580 Cayuga Rd. Cheektowaga, NY 14225-1312	**CONTRACT NO:**	05-Site/Utility Construction

An itemized proposal must be submitted for any modification or change in the Contract Sum and/or Contract Time of the Contract Documents described herein. Within Seven (7) days of the date of this Request for Proposal, the Contractor must either (i) submit an itemized proposal or (ii) notify the Architect in writing of the anticipated date on which the itemized proposal will be submitted.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION

Please provide an itemized cost proposal reflecting any additional materials, labor an equipment required to accommodate grading revisions in the vicinity of the playground, pickleball courts and adjacent parking as depicted on Dwg's L303 Rev 4 and L304 Rev 4 issued via ASI #7

Attachments:
- ASI#7

REQUESTED BY:

Dave L. Kenyon, RLA, ASLA, LEED AP
Senior Landscape Architect
Associate Principal

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

LOUIS DEL PRINCE & SONS INC.
PAVING CONTRACTORS
Since 1937

"Buffalo's Original Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

TO Wendel
375 Essjay Rd. Suite 200
Williamsville, Ny 14221
Amanda Stabell (716) 688-0766
astabell@wendelcompanies.com

PROPOSAL

ESTIMATOR	JOB	PAYMENT TERMS	PROPOSAL DATE
Joe Minneci	24-075-RFP 005		12/12/2024

Site: Royal Park Sports Complex-187 Royal Parkway W. Williamsville, NY 14221

Revised Grades at Playground and Parking Lot.

Grading revisions in the vicinity of the playground, pickleball courts and adjacent parking as Depicted on DWG's L303 Rev. 4 and L304 Rev. 4. Issued via ASI #7.

Labor: $5320.64

Material: $10,929.05

Total: $16,249.68

Thank you for the opportunity to quote your project.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

LOUIS DEL PRINCE & SONS INC.
PAVING CONTRACTORS
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"Buffalo's Orignal Paving Contractor"

580 Cayuga Road
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Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

Change Order 005

Project Name: *Amherst Royal Park Sports Complex*

Owner's Project #: *261341* **LDP #:** *24-075*

Requested by: *Town Of Amherst* **Date:** *12-Dec-24*

Description of Change: *RFP-05 Revised Parking Lot Grades/Playground*

Labor

Description		# People	# Hours	Unit Cost	Item Total
Operator		1	24	$84.64	$2,031.36
Laborers		1	24	$66.47	$1,595.28
Operator	Survey	1	8	$125.00	$1,000.00
					$0.00
					$0.00
					$0.00
				Total	**$4,626.64**

Equipment

Description	Qty	# Hours	Unit Cost	Item Total
Dozer 51i	1	16	$90.72	$1,451.52
Komatsu 138	1	8	$55.00	$440.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$1,891.52**

Materials

Description	Qty	UOM	Unit Cost	Item Total
Subbase Stone #2 Crusher Run	346	Ton	$22.00	$7,612.00
				$0.00
				$0.00
				$0.00
			Total	**$7,612.00**

Subcontractor

Description	Qty	UOM	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
			Total	**$0.00**

Markup (15%)	**$2,119.52**
TOTAL	**$16,249.68**

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

Wendel

375 Essjay Road
Suite 200
Williamsville, NY 14221

Phone: (716) 688-0766
Fax: (716) 625-6825

REQUEST FOR PROPOSAL

No. 006

TITLE:	***Rock Blasting***	**DATE:**	September 26, 2024
PROJECT:	***Royal Park Sports Complex***	**PROJECT NO:**	261341
TO:	Louis Del Prince & Sons, Inc. 580 Cayuga Rd. Cheektowaga, NY 14225-1312	**CONTRACT NO:**	05-Site/Utility Construction

An itemized proposal must be submitted for any modification or change in the Contract Sum and/or Contract Time of the Contract Documents described herein. Within Seven (7) days of the date of this Request for Proposal, the Contractor must either (i) submit an itemized proposal or (ii) notify the Architect in writing of the anticipated date on which the itemized proposal will be submitted.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION

Please provide an itemized cost proposal reflecting any additional materials, labor an equipment associated with rock removal for site utilities and related improvements. Provide additional backup as necessary to evaluate the scope and cost of rock removal work.

Attachments:
- RFI No. 4

REQUESTED BY:

Dave L. Kenyon, RLA, ASLA, LEED AP
Senior Landscape Architect
Associate Principal

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

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office@louisdelprince.com

TO Wendel
375 Essjay Rd. Suite 200
Williamsville, Ny 14221
Amanda Stabell (716) 688-0766
astabell@wendelcompanies.com

PROPOSAL

ESTIMATOR	JOB	PAYMENT TERMS	PROPOSAL DATE
Joe Minneci	24-075 RFP 6	Due Upon Receipt	10/2/2024

Site: Royal Park Sports Complex-187 Royal Parkway W. Williamsville, NY 14221

Rock Blasing- Kandey Co.

- Removal of rock for site utilities improvements.

Total: $8,875

Rock Busting-Louis Del Prince

- Removal of rock for site utilities improvements.

Total: $18,200

Grand Total: $27,075

Thank you for the opportunity to quote your project.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

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Fax (716) 633-1053
office@louisdelprince.com

Change Order 004

Project Name: *Amherst Royal Park Sports Complex*

Owner's Project #: *261341* **LDP #:** *24-075*

Requested by: *Town Of Amherst* **Date:**

Description of Change: *RFP-06 Rock Busting CI #2*

Labor

Description	# People	# Hours	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$0.00**

Equipment

Description	Qty	# Hours	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$0.00**

Materials

Description	Qty	UOM	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$0.00**

Subcontractor

Description	Qty	UOM	Unit Cost	Item Total
Kandey Co.	1	LS	$5,797.66	$5,797.66
Kandey Co.	1	LS	$2,654.68	$2,654.68
				$0.00
			Total	**$8,452.34**

Markup (5%)	**$422.62**
TOTAL	**$8,874.96**

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

"Buffalo's Orignal Paving Contractor"
580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

Change Order 006

Project Name: *Amherst Royal Park Sports Complex*

Owner's Project #: *261341* **LDP #:** *24-075*

Requested by: *Town Of Amherst* **Date:**

Description of Change: *RFP-06 LDP Rock Busting*

Labor

Description	# People	# Hours	Unit Cost	Item Total
Operator	2	48	$84.64	$8,125.44
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$8,125.44**

Equipment

Description	Qty	Weeks	Unit Cost	Item Total
Komatsu 210i	1	2	$2,500.00	$5,000.00
Hammer	1	2	$1,200.00	$2,400.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$7,400.00**

Materials

Description	Qty	UOM	Unit Cost	Item Total
Oil/Greese	1		$300.00	$300.00
				$0.00
				$0.00
				$0.00
			Total	**$300.00**

Subcontractor

Description	Qty	UOM	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
			Total	**$0.00**

Markup (15%)	**$2,373.82**
TOTAL	**$18,199.26**

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

KANDEY CO. INC.
19 Ransier Drive • West Seneca, NY 14225
(716) 675-7245 • Fax: (716) 675-4957

FORCE ACCOUNT WORK REPORT

Project Name:	Royal Park Sports Complex	**Contract #**		**Date**	08/15/24
Owners Name / Contact:	Town of Amherst	**Job #**	K2400-07	**Extra#**	2
Address:		**City**	**State**	**Zip**	

You are hereby authorized to perform the additional work specifically described which is over and above contract price.

Description of Work:

Excavated for Interconnection in the intersection of Royal Park W and Queens Place hit rock at 5'. Busted rock for new 8" waterline. Found bell for existing pipe at interconnection tie-in point. Contacted ECWA, they advised us to move the inteconnection north of the bell. Resawcut road and backfilled excavation

		Hours Worked			Billing Rate			
Trade	Employee Name	Reg.	1.5	2	Reg.	1.5	2	Extension
Oper	Hochadel	6	0	0	$ 93.27	$ 142.88	$ 192.49	$ 559.62
LAB	Twoguns	6	0	0	$ 77.35	$ 101.20	$ 125.05	$ 464.10
LAB	Reynolds	6	0	0	$ 77.35	$ 101.20	$ 125.05	$ 464.10
Oper	Passucci	6	0	0	$ 98.97	$ 151.44	$ 203.89	$ 593.82
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -

	Hours Worked			Billing Rate			
Subcontractor	Reg.	1.5	2	Reg.	1.5	2	Extension
Iroquois Construction Service (trucking)	6	0	0	138	0	0	$ 828.00
	0	0	0	0	0	0	$ -
	0	0	0	0	0	0	$ -
	0	0	0	0	0	0	$ -
	0	0	0	0	0	0	$ -
					Subcontractors Subtotal		$ 828.00

MATERIALS AND SUPPLIES			
QTY.	DESCRIPTION	Unit Price	Extension
24.67	Tons - 2" ROC	$ 19.55	$ 482.30
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -

	Total Charges	
	Total Equipment	$ 1,542.94
	Total Material	$ 482.30
	Total Labor	$ 2,081.64
	Total Subcontractors	$ 828.00
	Cost Subtotal	**$ 4,106.88**
0.00%	Applicable Sales Tax on Material	$ -
20.00%	OH & P	$ 821.38
5.00%	Subcontractors Cost + Mark Up	$ 869.40
0.00%	Bond.	$ -
	OCIP Insur.	$ -
	Total Sales Price	**$ 5,797.66**

TOOL AND EQUIPMENT				
Description & No.	Qty	Unit	Rate	Extention
HH5	6	Hour	$ 21.56	$ 129.36
CC1	1	Hour	$ 105.72	$ 105.72
SV4	6	Hour	$ 29.14	$ 174.84
EX4	6	Hour	$ 123.98	$ 743.88
EX19	1	Hour	$ 107.42	$ 107.42
WL4	4	Hour	$ 70.43	$ 281.72
	0	Hour	$ -	$ -
	0	Hour	$ -	$ -
	0	Hour	$ -	$ -
	0	Hour	$ -	$ -
	0	Hour	$ -	$ -

Owner Representative: Kandey Co.

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

KANDEY CO. INC.

19 Ransier Drive • West Seneca, NY 14225
(716) 675-7245 • Fax: (716) 675-4957

FORCE ACCOUNT WORK REPORT

Project Name:	Royal Park Sports Complex	**Contract #**		**Date**	08/16/24
Owners Name / Contact:	Town of Amherst	**Job #**	K2400-07	**Extra#**	3
Address:		**City**	**State**	**Zip**	

You are hereby authorized to perform the additional work specifically described which is over and above contract price.
Description of Work:
Additional time excavating new interconnection area. Busted rock not indicated on drawings

		Hours Worked			Billing Rate			
Trade	Employee Name	Reg.	1.5	2	Reg.	1.5	2	Extension
LAB	Rodriguez	3	0	0	$ 77.35	$ 101.20	$ 125.05	$ 232.05
Oper	Hochadel	3	0	0	$ 93.27	$ 142.88	$ 192.49	$ 279.81
LAB	Twoguns	3	0	0	$ 77.35	$ 101.20	$ 125.05	$ 232.05
LAB	Reynolds	3	0	0	$ 77.35	$ 101.20	$ 125.05	$ 232.05
Oper	Passucci	3	0	0	$ 98.97	$ 151.44	$ 203.89	$ 296.91
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -

	Hours Worked			Billing Rate			
Subcontractor	Reg.	1.5	2	Reg.	1.5	2	Extension
	0	0	0	0	0	0	$ -
	0	0	0	0	0	0	$ -
	0	0	0	0	0	0	$ -
	0	0	0	0	0	0	$ -
	0	0	0	0	0	0	$ -
				Subcontractors Subtotal			$ -

MATERIALS AND SUPPLIES			
QTY.	DESCRIPTION	Unit Price	Extension
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -

	Total Charges		
	Total Equipment	$	939.36
	Total Material	$	-
	Total Labor	$	1,272.87
	Total Subcontractors	$	-
	Cost Subtotal	**$**	**2,212.23**
0.00%	Applicable Sales Tax on Material	$	-
20.00%	OH & P	$	442.45
0.00%	Subcontractors Mark Up	$	-
0.00%	Bond.	$	-
	OCIP Insur.	$	-
	Total Sales Price	**$**	**2,654.68**

TOOL AND EQUIPMENT				
Description & No.	Qty	Unit	Rate	Extention
HH5	3	Hour	$ 21.56	$ 64.68
DT8	3	Hour	$ 55.68	$ 167.04
SV4	3	Hour	$ 29.14	$ 87.42
EX4	3	Hour	$ 123.98	$ 371.94
EX19	1	Hour	$ 107.42	$ 107.42
WL4	2	Hour	$ 70.43	$ 140.86
	0	Hour	$ -	$ -
	0	Hour	$ -	$ -
	0	Hour	$ -	$ -
	0	Hour	$ -	$ -
	0	Hour	$ -	$ -

Owner Representative: Kandey Co.

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

Wendel

375 Essjay Road
Suite 200
Williamsville, NY 14221

Phone: (716) 688-0766
Fax: (716) 625-6825

REQUEST FOR PROPOSAL

No. 012

TITLE:	**Tennis Court Shifting**	**DATE:**	October 21, 2024
PROJECT:	***Royal Park Sports Complex***	**PROJECT NO:**	261341
TO:	Louis Del Prince & Sons, Inc. 580 Cayuga Rd. Cheektowaga, NY 14225-1312	**CONTRACT NO:**	Site/Utility Construction

An itemized proposal must be submitted for any modification or change in the Contract Sum and/or Contract Time of the Contract Documents described herein. Within Seven (7) days of the date of this Request for Proposal, the Contractor must either (i) submit an itemized proposal or (ii) notify the Architect in writing of the anticipated date on which the itemized proposal will be submitted.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION

Please provide an itemized quote for the following proposed changes:

- Per ASI 004, tennis courts shifted 3'-0" towards east.

Attachment:

- ASI 004

REQUESTED BY:

Dave L. Kenyon, RLA, ASLA, LEED AP
Senior Landscape Architect
Associate Principal

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

"Buffalo's Original Paving Contractor"

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Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

TO Wendel
375 Essjay Rd. Suite 200
Williamsville, Ny 14221
Amanda Stabell (716) 688-0766
astabell@wendelcompanies.com

PROPOSAL

ESTIMATOR	JOB	PAYMENT TERMS	PROPOSAL DATE
Joe Minneci	24-075-RFP 012		12/17/2024

Site: Royal Park Sports Complex-187 Royal Parkway W. Williamsville, NY 14221

Tennis Court Shift

AS per ASI-004 tennis court was shifted 3'-0" towards the east.

Labor: $4,361.26

Material: $3,182.05

Total: $7,543.31

Thank you for the opportunity to quote your project.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

"Buffalo's Orignal Paving Contractor"

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Cheektowaga, NY 14225-1312
Phone (716) 633-6944
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office@louisdelprince.com

Change Order 007

Project Name: *Amherst Royal Park Sports Complex*

Owner's Project #: *261341* **LDP #:** *24-.75*

Requested by: *Town Of Amherst* **Date:** *17-Dec-24*

Description of Change: *RFP-012 Tennis Court Shift*

Labor

Description		# People	# Hours	Unit Cost	Item Total
Laborers	Stone	1	8	$66.47	$531.76
Operator	Stone	1	8	$84.64	$677.12
Labor Foreman	Pave	2	8	$95.00	$1,520.00
Laborers	Pave	2	8	$66.47	$1,063.52
					$0.00
				Total	**$3,792.40**

Equipment

Description	Qty	# Hours	Unit Cost	Item Total
Dozer 51i	1	4	$90.00	$360.00
Tool Truck	2	8	$15.00	$240.00
Tamper	1	8	$15.00	$120.00
				$0.00
				$0.00
				$0.00
			Total	**$720.00**

Materials

Description	Qty	UOM	Unit Cost	Item Total
Fabric	118	SY	$2.00	$236.00
2" Stone	53	Ton	$22.00	$1,166.00
Binder	6	Ton	$70.00	$420.00
Top	3	Ton	$75.00	$225.00
			Total	**$2,047.00**

Subcontractor

Description	Qty	UOM	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
			Total	**$0.00**

Markup (15%)	**$983.91**
TOTAL	**$7,543.31**

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

Wendel

375 Essjay Road
Suite 200
Williamsville, NY 14221

Phone: (716) 688-0766
Fax: (716) 625-6825

REQUEST FOR PROPOSAL

No. 014

TITLE:	**Frost Protected Bleacher Press Box Foundations**	**DATE:**	November 1, 2024
PROJECT:	***Royal Park Sports Complex***	**PROJECT NO:**	261341
TO:	Louis Del Prince & Sons, Inc. 580 Cayuga Rd. Cheektowaga, NY 14225-1312	**CONTRACT NO:**	Site/Utility Construction

An itemized proposal must be submitted for any modification or change in the Contract Sum and/or Contract Time of the Contract Documents described herein. Within Seven (7) days of the date of this Request for Proposal, the Contractor must either (i) submit an itemized proposal or (ii) notify the Architect in writing of the anticipated date on which the itemized proposal will be submitted.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION

Please provide an itemized quote for the following proposed changes:

- Frost protected press box foundation and bleacher pad modifications as depicted on the attached and as installed prior to this RFP.

Attachment:

- 24-1033 9-26-24.pdf (E&D Revised Bleacher and Press Box drawings)

REQUESTED BY:

Dave L. Kenyon, RLA, ASLA, LEED AP
Senior Landscape Architect
Associate Principal

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

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TO Wendel
375 Essjay Rd. Suite 200
Williamsville, Ny 14221
Amanda Stabell (716) 688-0766
astabell@wendelcompanies.com

PROPOSAL

ESTIMATOR	JOB	PAYMENT TERMS	PROPOSAL DATE
Joe Minneci	24-075-RFP 014/CO-009		12/19/2024

Site: Royal Park Sports Complex-187 Royal Parkway W. Williamsville, NY 14221

Frost Protected Bleacher-Press box Foundations

Frost protected press box foundation and bleacher pad modifications, as depicted on the 24-1033 9-26-24 pdf E&D revised bleacher and press box drawings.

Labor: $6,184.29

Equipment/Labor: $9,647.67

Subs: $6,371.33

Total: $22,203.29

Thank you for the opportunity to quote your project.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

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Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

Change Order 009

Project Name: ***Amherst Royal Park Sports Complex***

Owner's Project #: *261341* **LDP #:** *24-075*

Requested by: *Town Of Amherst* **Date:** *10/7,10/8 & 10/10*

Description of Change: ***RFP-014 Frost Protection Bleacher/Pressbox Foundations***
Press Box Foundations *- Sawcut and removed 4 blocks of concrete, dug new foundations, installed rabar and concrete walls.* ***Bleacher Pad Area*** *-Removed fill, stone and fabric, regraded, re-fabriced and re-stoned to new grades and installed insulation.*

Labor

Description	# People	# Hours	Unit Cost	Item Total
Laborers	1	16.5	$66.47	$1,096.76
Operator	1	22.5	$84.64	$1,904.40
Trucker	1	16.5	$140.00	$2,310.00
Laborers Concrete	1	1	$66.47	$66.47
				$0.00
				$0.00
			Total	**$5,377.63**

Equipment

Description	Qty	# Hours	Unit Cost	Item Total
Komatsu 138	1	13.5	$50.40	$680.40
Single A dump truck	1	13.5	$18.90	$255.15
Ham 14 Roller	1	13.5	$22.68	$306.18
Tamper	1	2	$25.00	$50.00
				$0.00
				$0.00
			Total	**$1,291.73**

Materials

Description	Qty	UOM	Unit Cost	Item Total
Rebar	1	LS	$1,750.00	$1,750.00
Insulation	1	LS	$2,130.50	$2,130.50
Concrete For Trench Walls	1	LS	$3,217.05	$3,217.05
				$0.00
			Total	**$7,097.55**

Subcontractor

Description	Qty	UOM	Unit Cost	Item Total
American Cutting	1	LS	$3,285.00	$3,285.00
CVF	1	LS	$2,782.95	$2,782.95
				$0.00
			Total	**$6,067.95**
			Markup (5%)	**$303.40**
			Markup (15%)	**$2,065.04**

TOTAL	**$22,203.29**

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

IROQUOIS
CONSTRUCTION SERVICES

REBAR INSTALLATION/SUPPLY PRICING

2024 Prices

CUSTOMER: Louis Del Prince & Sons Inc. **NUMBER: 24-100-I&F**
PROJECT: Royal Park -Bleacher Foundation **DATE: 10/04/2024**

We appreciate the opportunity to quote your firm for your REBAR needs in reference to the project listed above. Iroquois Bar Corp is certified as a minority business enterprise **(MBE)**.

Rebar Installation:(4)12' Trench Walls Lump Sum = $1,000.00 (Excluding Rebar Supports)

Rebar Supply: (4) 12' Trench Walls Lump Sum = $750.00 (Excluding Rebar Supports)

**Above noted weights (if provided) are provided for informational purposes only, rebar installation will be billed out based on actual weights installed, determined from the approved shop and in conjunction with rebar bill of ladings for all material shipped to jobsite.*

Special Notes:

- Contractor / rebar fabricator is required to supply all bar supports / accessories per CRSI recommendations.
- Optional add-on pricing for IBC to supply bar supports / accessories please add:
  - NA
- Welding (if req.) and / or saw cutting or field fabrication of rebar will be installed / billed on a T & M (10% + 10%) basis.
- Contractor required for all layout, installation, drilling and / or grouting of anchor bolts and / or dowels (smooth dowels).
- Rebar must be located within reasonable carrying distance (~100') from the location of installation.
  - Rebar located outside of this distance may be relocated by Iroquois and will be billed on a T&M (10% + 10%) basis.

All installation prices are based on a minimum of 4-hour workday. If contractor cannot guarantee a minimum of 4 hours worked, the day's labor will be billed out on a time and material basis with a 10% overhead and 10% mark up (Prevailing rates apply + applicable taxes and insurance rates). Actual rates are available upon request.

➢ **Price Excludes:**
Hoisting of material for unloading or staging
All Mechanical Pads, Equipment Pads, or Topping Slabs
Layout of grade, elevations, etc.
All drilling/grouting of reinforcing steel, if applicable
Installation of all couplers and the equipment to install couplers (unless specifically called out above)
ANY/ALL Masonry Reinforcing installation
Equipment for hoisting/unloading materials
Equipment Operators
Pulling/Lifting of Welded-wire Mesh during the concrete pour
Sales Tax, if applicable
Any safety orientation/program that is required: cost covered by General Contractor
All Required Safety Equipment supplied by GC (other than PPE)
Any additional insurances beyond Iroquois current limits (available for review upon request)

CERTIFIED MBE
IROQUOIS BAR CORP. · 155 COMMERCE DR. LACKAWANNA, NY 14218
OFFICE: (716) 270-0433 · FAX: (716) 824-5313 · WWW.IROQUOISBAR.COM

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

24-075 CC

RFP#14

13.K.2.a

THERMAL EPS FOAMS, INC.
2101 KENMORE AVENUE
BUFFALO, NY, 14207
Phone: (716) 874-6474
Fax: (716) 874-8180
Web: www.thermalfoams.com

Quote

Quote No.:	**QTE001187**
Quote Date:	10/1/2024
Requested Date:	10/9/2024
Expiration Date:	10/31/2024
External Ref. No.:	
Customer ID:	00DO-1
Currency:	USD

POSTED

BILL TO:
Louis Del Prince & Sons Inc
580 Cayuga Road
office@louisdelprince.com
Cheektowaga NY 14225

SHIP TO:
Royal Sports Park
187 West Royal Parkway
Andy 716-913-8316
Williamsville NY 14221

CUSTOMER REF. NUMBER
Verbal Joe
Royal Park Sports Williamsville

TERMS
DUE UPON RECEIPT

SALESPERSON
DAN OEHMAN

FOB POINT

SHIPPING TERMS

SHIP VIA
OUR DELIVERY - SEMI

NO.	ITEM	ITEM DESCRIPTION	QTY.	UOM	UNIT PRICE	AMOUNT
1	B-F482	1 1/2" X 4' X 8' FOAMULAR NGX 250 (R7.5, 25psi)	57	EA	36.5000	2,080.50
2	B-DELIVERY	DELIVERY, Customer to unload on site	1	EA	50.0000	50.00

Sales Total:	2,130.50
Misc.:	0.00
Less Discount:	0.00
Tax Total:	0.00
Total (USD):	2,130.50

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

24-075 RF

IROQUOIS BAR CORP.
155 Commerce Drive
Lackawanna, NY 14218
Phone: (716) 270-0433
Fax: (716) 824-5313

IROQUOIS
CONSTRUCTION SERVICES

INVOICE NO
57956

POSTED

Louis Del Prince & Sons, Inc.
580 Cayuga
Cheektowaga, NY 14225

SHIP TO Town of Amherst Royal Park

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
DELPRICE	4621.0001			Net 30	10/28/2024	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
SM-5000 PSI	15.00	5000 PSI Delivery 10/10/2024	208.35	3,125.25*
SM-IBCUSTENVFEE	15.00	Environmental Fee/Fuel Chg.	6.12	91.80*

**Failure to object to or dispute the prices, services or materials listed on any invoice issued by Iroquois Bar Corp. within 30 days of your receipt of same shall constitute your acceptance of same.

TOTAL AMOUNT 3,217.05

* means item is non-taxable

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

CONCRETE CONSTRUCTION
Certified DBE/WBE

January 9, 2025

Attn: Joe
Louis Del Prince & Sons Inc.

RE: Change Order – Concrete Footer at Press Box

Labor – 6 people 5 hours	$2187.20
Trucks/misc. tools	$ 595.75
Total	**$2782.95**

100 Burkhardt Ave. • Depew, New York 14043
Office (716) 836-1673 • Fax (716) 836-6820

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

American Curb & Concrete Cutters, Inc.

PO Box 64 Darien Center, NY 14004 P: 585-547-9810 F: 585-547-9476
Email: americanconcretecutters@yahoo.com

Project: 1878 Royal Parkway

Laborer: 66.01/hour -	$1584.00
4 laborers for 6 hours.	
FICA- 6.2%	
Medicare- 1.45%	
Fed Unemployment- 0.6%	
NY Unemployment- 4.725%	
Disability – 0.455%	
Workers Comp – 14.44%	
401k Match – 3%	
Family Leave - .373%	
GL - .02871%	
Total: 31.27%	$495.32
Labor total:	$2079.32
Equipment & Materials-	
Trucking, Saws, blades, chains & bars, etc.	$877.18
Profit	$328.50

Total:	$3285.00
Sales Tax - (if applicable)	287.44
Total with Tax	$3572.44

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

Wendel

375 Essjay Road
Suite 200
Williamsville, NY 14221

Phone: (716) 688-0766
Fax: (716) 625-6825

REQUEST FOR PROPOSAL

No. 020

TITLE:	**ECWA Maintenance Bond**	**DATE:**	December 18, 2024
PROJECT:	***Royal Park Sports Complex***	**PROJECT NO:**	261341
TO:	Louis Del Prince & Sons, Inc. 580 Cayuga Rd. Cheektowaga, NY 14225-1312	**CONTRACT NO:**	Site/Utility Construction

An itemized proposal must be submitted for any modification or change in the Contract Sum and/or Contract Time of the Contract Documents described herein. Within Seven (7) days of the date of this Request for Proposal, the Contractor must either (i) submit an itemized proposal or (ii) notify the Architect in writing of the anticipated date on which the itemized proposal will be submitted.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION

Please provide an itemized cost proposal for the following changes:

- Securing Maintenance Bond as required for ECWA related work.

Attachment:

- None

REQUESTED BY:

Dave L. Kenyon, RLA, ASLA, LEED AP
Senior Landscape Architect
Associate Principal

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

LOUIS DEL PRINCE & SONS INC.
PAVING CONTRACTORS
Since 1937

"Buffalo's Original Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

TO Wendel
375 Essjay Rd. Suite 200
Williamsville, Ny 14221
Amanda Stabell (716) 688-0766
astabell@wendelcompanies.com

PROPOSAL

ESTIMATOR	JOB	PAYMENT TERMS	PROPOSAL DATE
Joe Minneci	24-075-RFP 020		12/19/2025

Site: Royal Park Sports Complex-187 Royal Parkway W. Williamsville, NY 14221

- Securing Maintenance Bond as required for ECWA related work.

Total: $294

Thank you for the opportunity to quote your project.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

LOUIS DEL PRINCE & SONS INC.
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580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

Change Order 007

Project Name: *Amherst Royal Park Sports Complex*

Owner's Project #: *261341* **LDP #:** *24-075*

Requested by: *Town Of Amherst* **Date:** *17-Dec-24*

Description of Change: *RFP-020 ECWA Bond Money*

Labor

Description	# People	# Hours	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$0.00**

Equipment

Description	Qty	# Hours	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$0.00**

Materials

Description	Qty	UOM	Unit Cost	Item Total
Insurance Bond For ECWA	1	LS	$280.00	$280.00
				$0.00
				$0.00
				$0.00
			Total	**$280.00**

Subcontractor

Description	Qty	UOM	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
			Total	**$0.00**

Markup L. E. M. (5%)	**$294.00**
Markup Sub (5%)	

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

USI Insurance Services LLC

P.O. Box 62937 * Virginia Beach, VA 23466

---------INVOICE---------

Louis Del Prince & Sons
Mr. Kenneth A. Del Prince
580 Cayuga Road
Cheektowaga, NY 14225

Named Insured: Louis Del Prince & Sons

Invoice Date	10/07/24
Invoice No.	5240894
Bill-To Code	LOUISDEL2
Client Code	LOUISDEL2
Inv Order No.	877*7946991

Amount Remitted: $
Pay via Credit Card or EFT Draft: usi.com/paymybill

Make checks payable to: USI Insurance Services LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
10/03/24	10/03/24 to 10/03/26	Western Surety Company Policy No. 30228886 *Renewal - Contract Bond	280.00
		$35,000 Erie County Water Authority Cooperative Agreement, Royal Park Complex, Town of Amherst, ECWA Project No. 202400067 Maintenance and Payment Bonds Premium includes 2nd year warranty charge.	
		Invoice Number: 5240894 Amount Due:	280.00

***Premiums Due and Payable on Effective Date**

FRAUD PREVENTION NOTICE: USI will never provide unsolicited payment instructions. You should only change payment instructions if confirmed by calling your USI Account Manager or contacting your local USI office.

ORIGINAL INVOICE

Attachment: CO 2 - LDP G701 and backup (RES-2025-115 : Change Order No. 02- SU – Louis Del Prince & Sons, Inc.)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29930 **RESOLUTION 2025-116** **ADOPTED**

Change Order No. 03- SU – Louis Del Prince & Sons, Inc. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5300

The original bids for the above referenced project were opened on May 6, 2024 and contracts were subsequently awarded to each prime contractor at the TB meeting of May 13, 2024. After the bid opening, a grant request was formally made of The Dormitory Authority of the State of New Work (DASNY) to potentially obtain funding to defray the costs to add two (2) pickleball courts to the scope of the project. Recently, the Town was formally awarded funding in the amount of $100,000.00 towards direct construction and indirect in-kind services costs associated with these courts. As such and at this time, we recommend and request the Town Board to approve the subject change order to award this work to the site contractor at their original bid amount of $91,700.00, which they have agreed to hold and offer as a change order increase in scope. Due to the approval of grant funding elsewhere on this agenda, this added scope will obviously be at no cost to the Town after reimbursement by DASNY.

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

Funding is available for this scope change initially from KP2303.4972 until reimbursement from DASNY. Thank you for consideration of the above change order.

2/3/2025
Consent

FINANCIAL IMPACT:

Funding is available for this scope change initially from KP2303.4972 until reimbursement from DASNY. the Town was formally awarded funding in the amount of $100,000.00

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

AIA® Document G701™ – 2017

Change Order

PROJECT:
Royal Park Sports Complex
Town Job No. #2019-055

CONTRACT INFORMATION:
Contract For: Site/Utility
Date: May 13,2024

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: January 7, 2025

OWNER:
Town of Amherst
5583 Main St.
Williamsville, NY 14221

ARCHITECT:
Wendel WD Architecture, Engineering
Surveying & Landscape Architecture P.C.
375 Essjay Road, Suite 200
Williamsville, NY 14221

CONTRACTOR:
Louis Del Prince & Sons Inc.
580 Cayuga Road
Cheektowaga, NY 14225-1312

The Contract is changed as follows:

Construction of (2) pickleball courts

The original Contract Sum was	$ 6,490,400.00
The net change by previously authorized Change Orders	$ 199,517.02
The Contract Sum prior to this Change Order was	$ 6,689,917.02
The Contract Sum will be increased by this Change Order in the amount of	$ 91,700.00
The new Contract Sum, including this Change Order, will be	$ 6,781,617.02

The Contract Time will be changed be Zero (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.

Wendel WD Architecture, Engineering, Surveying & Landscape Architecture P.C	Louis Del Prince & Sons, Inc.	Town of Amherst
ARCHITECT/ENGINEER	**CONTRACTOR**	**OWNER)**
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Attachment: LDP Change Order 3 AIA G701 and back up (RES-2025-116 : Change Order No. 03- SU – Louis Del Prince & Sons, Inc.)

LOUIS DEL PRINCE & SONS INC.
PAVING CONTRACTORS
Since 1937

"Buffalo's Original Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

01/14/25

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

RE: Royal Park Sports Complex Pickleball Courts

We agree to offer the bid cost of $91,700 as Alternate #04 scope addition to the project.

Sincerely,

Joseph Minneci
Vice President

Attachment: LDP Change Order 3 AIA G701 and back up (RES-2025-116 : Change Order No. 03- SU – Louis Del Prince & Sons, Inc.)

Royal Park Sports

Complex

Bid Tabulation / May 6, 2024

T.O.A. Job No. 2019.055

Site Utility Construction Contract

No.	Bidder	Bid Bond (Y / N)	Base Bid Total	Alternate No.01 Basketball Court Improvements	Alternate No. 3 Six Tennis Courts	Alternate No. 4 Pickle Ball Courts	Alternate No. 5 Climber Play Equipment	Alternate No. 7 Scoreboard Elec. Team Names	Change Orders to Date	Total
1	Louis Del Prince & Sons, Inc.	Y	$5,479,000.00	$30,000.00	$943,000.00	$91,700.00	$31,700.00	$6,700.00	$199,517.02	$6,781,617.02

Attachment: LDP Change Order 3 AIA G701 and back up (RES-2025-116 : Change Order No. 03- SU –

B. Alternate No. 2 - Four (4) Tennis Courts - Provide added cost for all labor, materials and equipment neccessary and incidental to install 4 new tennis courts and lighting as indicated in the contract documents.

C. Alternate No. 3 - Six (6) Tennis Courts - Provide added cost for all labor, materials and equipment neccessary and incidental to install 6 new tennis courts and lighting as indicated in the contract documents.

D. Alternate No. 4 - Pickleball Courts - Provide added cost for all labor, materials and equipment necessary and incidental to install new Pickleball Courts as indicated in the contract documents.

E. Alternate No. 5 - Climber Play Equipment - Provide added cost for all labor, materials and equipment neccessary and incidental to install new Climber Play Equipment and additional surfacing as indicated in the contract documents.

F. Alternate No. 6 - Roof Dormers - Provide added Cost for all labor, materials and equipment neccessary and incidental to install roof dormers as indicated on in the contract documents.

G. Alternate No. 7 - Scoreboard Electronic Team Names - Provide added cost for all labor, materials and equipment neccessary and incidental to provide Electronic names on the scoreboard in lieu of vinyl team names as indicated in the contract documents.

3.2 ORDER OF PRIORITY OF ALTERNATES

A. Basis of Contract Award: The Town reserves the right to award a contract based on the lowest responsible bid per bid item or combinaton of bid items that the Town deems to be in its best interest.

END OF SECTION 012300

Attachment: LDP Change Order 3 AIA G701 and back up (RES-2025-116 : Change Order No. 03- SU – Louis Del Prince & Sons, Inc.)

TOWN OF AMHERST
ROYAL PARK SPORTS COMPLEX
SITE/UTILITY CONSTRUCTION CONTRACT

TOWN JOB No. 2019.055

TOTAL BID (LUMP SUM OF CONSTRUCTION)
(Written Total) Five Million Four Hundred Seventy Nine Thousand Dollars (Numeric Total) $5,479,000

ALTERNATE NO. 01 – BASKETBALL COURT IMPROVEMENTS
(Written Total) Thirty Thousand Dollars (Numeric Total) 30,000

ALTERNATE NO. 02 – FOUR (4) TENNIS COURTS
(Written Total) Six Hundred Fifty Four Thousand Dollars (Numeric Total) 654,000

ALTERNATE NO. 03 – SIX (6) TENNIS COURTS
(Written Total) Nine Hundred Forty Three Thousand Dollars (Numeric Total) 943,000

ALTERNATE NO. 04 – PICKLEBALL COURTS
(Written Total) Ninety One Thousand Seven Hundred Dollars (Numeric Total) 91,700

ALTERNATE NO. 05 – CLIMBER PLAY EQUIPMENT
(Written Total) Thirty One Thousand Seven Hundred Dollars (Numeric Total) 31,700

ALTERNATE NO. 06 – ROOF DORMERS
(Written Total) Not Applicable (Numeric Total) N/A

ALTERNATE NO. 07 – SCOREBOARD ELECTRONIC TEAM NAMES
(Written Total) Six Thousand Seven Hundred Dollars (Numeric Total) $6,700

Packet Pg. 569
13.K.3.a
Attachment: LDP Change Order 3 AIA G701 and back up (RES-2025-116 : Change Order No. 03- SU – Louis Del Prince & Sons, Inc.)

38. NO PARKING FIRE LANE SIGN; RE: 7, L502.
39. STADIUM LIGHT FIXTURE; REFER TO ELECTRICAL PLANS.
40. TENNIS COURT LIGHT FIXTURE; REFER TO ELECTRICAL PLANS.
41. PARKING LOT LIGHT FIXTURE; REFER TO ELECTRICAL PLANS.
42. 4" WIDE PAVEMENT STRIPE, COLOR: YELLOW.
43. 4" WIDE PAVEMENT STRIPE, COLOR: BLUE.
44. ACCESSIBLE PARKING SYMBOL; RE: 11, L502.
45. PICKLEBALL COURTS; RE: 3, L505. ALTERNATE No. 4
46. PARK IDENTIFICATION SIGN; BY OTHERS. (N.I.C.)
47. TEMPORARY BLEACHER LOCATION WHEN REQUIRED; BY OTHERS. (N.I.C.)
48. SEGMENTAL RETAINING WALL; RE: 5, L505.
49. 8-FOOT HIGH CHAIN LINK FENCE; RE: 1, L503.
50. 4-FOOT HIGH CHAIN LINK FENCE WITH TOP RAIL AND BOTTOM TENSION WIRE: RE: 1, L503.

WENDEL TURE, P.

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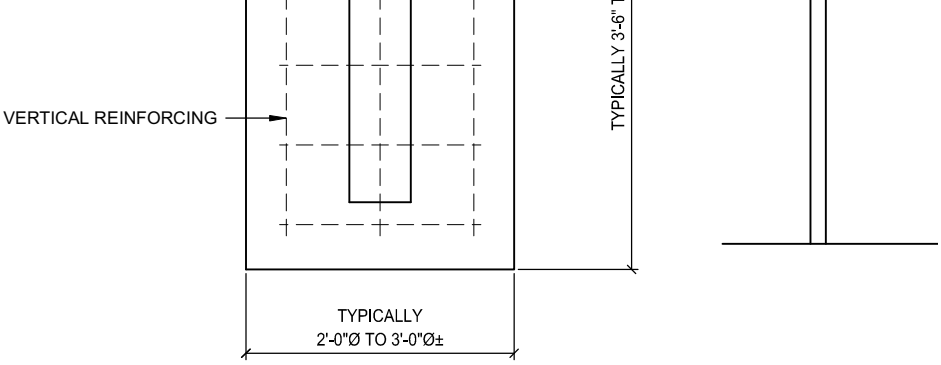
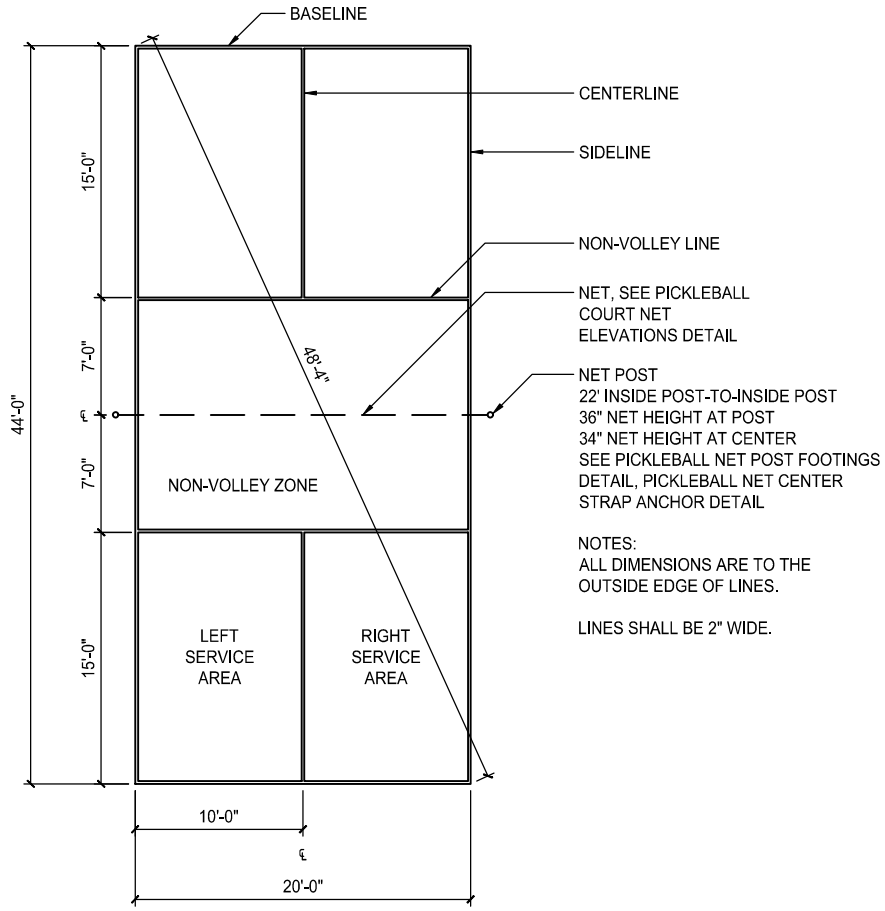
Attachment: LDP Change Order 3 AIA G701 and back up (RES-2025-116 : Change Order No. 03- SU –



COLUMN PIER

FOUNDATION DESIGN IS DELEGATED TO THE CONTRACTOR AND/OR MANUFACTURER. ACTUAL DESIGN WILL VARY DUE TO BUILDING CODE REQUIREMENTS AND MAY BE SUBSTANTIALLY LARGER. CONTRACTOR SHALL SUBMIT COMPLETE SHOP DRAWINGS SEALED BY A LICENSED ENGINEER.

1 PAVILION FOUNDATION



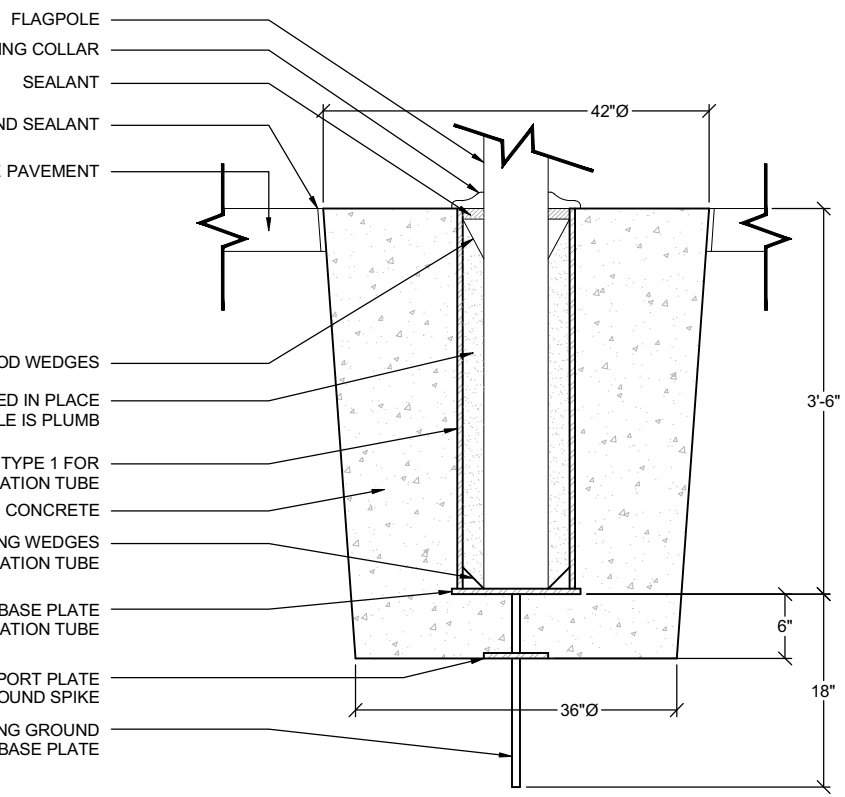
LINE TOLERANCE GUIDE:

NET LINE TO OUTSIDE OF NVZ LINE:	7'-0"	$\pm\frac{1}{8}$"
NET LINE TO OUTSIDE OF BASELINE:	22'-0"	$\pm\frac{1}{4}$"
OUTSIDE SIDELINE TO OUTSIDE SIDELINE	20'-0"	$\pm\frac{1}{4}$"
OUTSIDE SIDELINE TO CENTERLINE:	10'-0"	$\pm\frac{1}{8}$"
DIAGONAL DIMENSION:	48'-4"	$\pm\frac{3}{4}$"

3 PICKLEBALL COURT PLAYING LINE LAYOUT

NTS

Attachment: LDP Change Order 3 AIA G701 and back up (RES-2025-116 : Change Order No. 03- SU – Louis Del Prince & Sons, Inc.)



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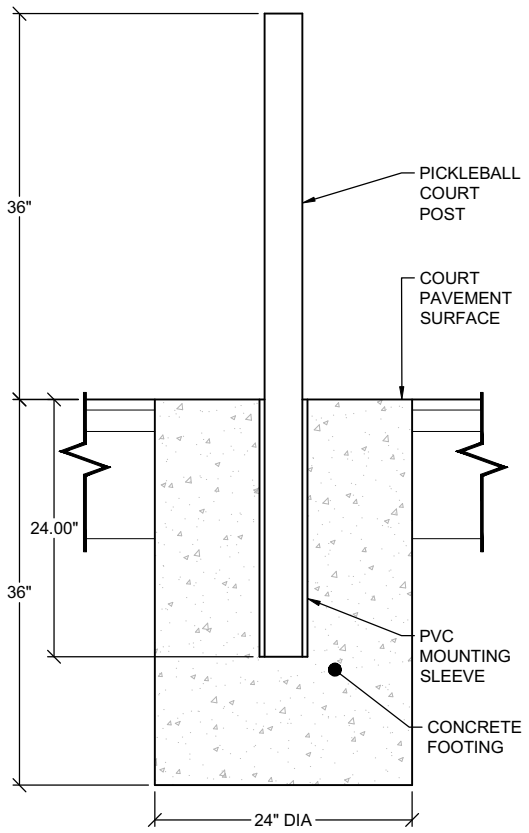
NTS



9 PICKLEBALL NET POST

NTS

REGISTERED LANDSCAPE ARCHITECT
DAVID L. KENYON
001890
STATE OF NEW YORK

NOTE:
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS
INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF THE ARCHIT
AND ENGINEER AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTH
PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT AN
ENGINEER, UNAUTHORIZED ALTERATION OR ADDITION TO ANY SURVEY DRAW
DESIGN, SPECIFICATION, PLAN OR REPORT IS PROHIBITED IN ACCORDANCE W
STATE LAW, CODE AND RULES.

NO	REVISIONS	DATE
0	PERMIT SET	05-20-202

Attachment: LDP Change Order 3 AIA G701 and back up (RES-2025-116 : Change Order No. 03- SU –

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29989 **RESOLUTION 2025-117** **ADOPTED**

Proposal for Installation of Three (3) Fire Hydrants Miller's Crossing Subdivision – Phase 3 TOA Job No: 2018.043

We are hereby requesting authorization to have three (3) additional fire hydrants installed by the developer at the above location, specifically along the proposed Autumn Meadow Lane.

The Erie County Water Authority requires the installation of three (3) fire hydrants at the above location during the course of construction to satisfy current design standards regarding hydrant spacing on a public potable water distribution system. The hydrants will become property of the Town of Amherst. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to issue final approval of the referenced hydrants. The Town is to pay the annual maintenance fee of $160.80 each for a total of $482.40.

May we have your approval for the installation of three (3) additional fire hydrants?

2/3/2025
Consent

FINANCIAL IMPACT:

The Town is to pay the annual maintenance fee of $160.80 each for a total of $482.40.

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: 02/03/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29992 **RESOLUTION 2025-118** **ADOPTED**

Frankhauser Culvert Replacement Over Ditch 5 Bridge NY Local Project Agreement Resolution Authorizing Supervisor to Sign State Local Agreement PIN 5765.56; Town of Amherst Job No. 2022.033B CRS No. 5316

As the above referenced road culvert has been red-flagged forcing weight limits to be placed on this road due to its current degraded condition, would you please approve the attached resolution authorizing the Supervisor to sign an agreement indicating a commitment to participate in the administration and first instance funding of the above referenced Bridge NY project?

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

Funding is identified in the 2025-2030 CIP Project E-3 and in KP2351 & KP2503. Please note that the above request is contingent pending successful completion of the contract review procedure.

2/3/2025
Consent

FINANCIAL IMPACT:

Funding is identified in the 2025-2030 CIP Project E-3 and in KP2351 & KP2503.

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

RESOLUTION 2025-XXX

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

WHEREAS, a Project for the Frankhauser Culvert Replacement over Amherst Ditch 5, P.I.N. 5765.56, (the Project") is eligible for reimbursement of qualified costs from Bridge NY funding that calls for the post-reimbursement apportionment of the qualified costs be borne at the ration of 100% Bridge NY funds and 0% non-Bridge NY funds; and

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

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

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

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

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

RESOLVED, that the sum of $945,000 is hereby appropriated from account KP2503, funded by 2025 CIP E-3 and made available to cover the cost of participation in the above phase of the Project; and it is further

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

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

RESOLVED, that the Town of Amherst shall commence construction no later than twenty-four (24) months after the Federal Aid Agreement is fully executed and approved by the Office of the State Comptroller, otherwise known as "Project Award"; and it is further

RESOLVED, that the Town of Amherst shall complete the project within thirty (30) months of commencing construction; and it is further

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

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

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

RESOLVED, this Resolution shall take effect immediately.

Attachment: Frankhauser Culvert (RES-2025-118 : Frankhauser Culvert Replacement Over Ditch 5)

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BridgeNY Culvert Local Project Agreement

CONTRACT NO. **D041620**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and the ***Town of Amherst*** (the "Municipality/Sponsor")
with its office at ***Amherst Municipal Building, 5583 Main Street, Williamsville, NY 14221.***

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a BridgeNY State aid project for the improvement or replacement of a culvert, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement. The phases that are potentially the subject of this Agreement, as further enumerated, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; and Construction, Construction Supervision and/or Construction Inspection. The project shall be identified for the purposes of this Agreement as ***Culvert Replacement, Frankhauser Road over Amherst Ditch 5, Town of Amherst, Erie County*** (as more specifically described in such Schedule A, the "Project").

W I T N E S S E T H:

WHEREAS, project eligibility for the BridgeNY Program, and other State Aid Program funds is determined by NYSDOT; and

WHEREAS, under related authorizations, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under State Aid Programs; and

WHEREAS, under New York General Municipal Law § 99-r, the governing board of any municipal corporation may contract with NYSDOT for services and work including design and construction of the nature contemplated by the Project; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No._____, adopted at meeting held on _____, approved the Project, and

WHEREAS, the Municipality/Sponsor has appropriated necessary funds in connection with any Municipal/Sponsor share identified in Schedule A; and

WHEREAS, the Municipality/Sponsor has further authorized the **Town Supervisor** of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution(s) is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

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NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - This document titled "BridgeNY Culvert Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements.
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility.
- Appendix "A" - Standard Clauses for New York State Contracts.
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act).
- Appendix "B" - Minority and Women-Owned Business Enterprises(M/WBE)-Service Disabled Veteran Owned Businesses(SDVOB) – Equal Employment Opportunity(EEO) Policy Statement.
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution(s) authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating or otherwise providing the Project funding required therefor. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for BridgeNY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed Federal Aid Agreement, approved by the Office of the State Comptroller.**

1.1 Within Appendix A-1, the term "Contractor" herein refers to any party other than the State, whether a **Municipality/Sponsor**, contractor, licenser, licensee, lessor, lessee, or any other party to this Project Agreement, or a subcontractor to any party other than the State.

2. *General Description of Work and Responsibility for Administration and Performance*. Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements or standards, including but not limited to compliance with 28 CFR 35.105 which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition plan addressing compliance with the Americans with Disabilities Act (ADA).

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM" formerly known as the "Procedures for Locally Administered Federal Aid Projects (PLAFAP)" Manual (available through NYSDOT's web site at https://www.dot.ny.gov/plafap, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit*. Where the work is performed by consultant or construction contract entered into by NYSDOT, or by NYSDOT forces, the Municipality/Sponsor shall deposit with the State Comptroller through NYSDOT prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the Project costs due in accordance with Schedule A.

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4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply the required Municipality/Sponsor Deposit and, if applicable, shall request Office of the New York State Comptroller (OSC) funding of State aid to the Municipality/Sponsor as described below. For work

performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor's award of BridgeNY State aid as described below.

NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; (§109-06, *Contract Payment*). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly. In all cases, reimbursement requests must be submitted at least once every six months. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this Agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law and IRS Regulations (26 CFR 1.150-2 (d)(2)(i)), which governs fund disbursements from the issuance of tax-exempt bonds. Expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.1 *State aid.* Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. Contractor obligations or expenditures that precede the start date of this Agreement shall not be reimbursed. To be eligible for State aid, project costs must be for work which, when completed, has a certifiable service life of at least 50 years for culvert replacements, or at least 10 years for culvert relining.

4.2 *State aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the "State Share" provided in Schedule A.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To this end, the reimbursement to the Municipality/Sponsor provided for in section 4.1 above may be reduced by NYSDOT if necessary.

4.6 Municipalities/Sponsor's may not use BridgeNY funds to substitute for the local match to a federally-aided project.

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5. *Supplemental Agreements and Supplemental Schedule(s)* Supplemental Agreements or Supplemental Schedule(s) may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for State aid hereunder. In the event the Municipality/Sponsor withdraws the project, suspends or delays work on the Project, fails to adequately or expediently progress the Project, or takes other action that results in the loss of the Municipality/Sponsor's participation or eligibility, the Municipality/Sponsor shall refund to the State all reimbursements or payments received from the State, and the Municipality/Sponsor shall reimburse the State for 100% of all costs incurred by NYSDOT. To satisfy the refund, the State or NYSDOT may offset any other State or Federal aid owed, or may otherwise come due, to the Municipality/Sponsor.

7. *Municipal/Sponsor Liability.*

7.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

7.2 To the fullest extent permitted by law, the Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the failure of the Municipality/Sponsor or its officers, agents, servants, employees, contractors, subcontractors or others to meet professional standards resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

7.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

7.4 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York

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State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor or the Municipality/Sponsor's officers, agents, servants, employees, contractors, or subcontractors. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

7.3 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate NYSDOT officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or

her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

8. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another entity, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

8.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

8.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 8.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total funding provided through NYSDOT.

8.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT-administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

9. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance

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benefits, Social Security or Retirement membership or credit.

10. *Contract Executory*.

10.1 This Agreement shall be deemed executory only to the extent of the monies available to the State for its performance and no liability on account thereof shall be incurred by the State beyond monies available therefor.

10.2 This Agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this Agreement, provided any necessary State appropriations or other funding authorizations are enacted. **Municipality/Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

11. *No Assignment or Other Disposition of Agreement*. The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

12. *Term of Agreement.* The Project phase(s) and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as applicable funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities.

12.1 *Time is of the essence.* The Municipality/Sponsor understands that construction of BridgeNY Projects must commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed. BridgeNY Agreement approved by the Office of the State Comptroller.

13. *NYSDOT Obligations*. NYSDOT's responsibilities and obligations are as specifically set forth in this agreement, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

14. *Ethics Considerations.* In addition to Municipality's/Sponsor's conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Program Funding made hereunder, no member of Municipality's/Sponsor's governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Program Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Municipality/Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written

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approval therefor from NYSDOT.

15. *Reporting Requirements*. The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and in accordance with current Federal and State laws, rules, and regulations.

16. *NYSDOT Performance Review.* NYSDOT may review the Municipality's/Sponsor's performance of this Agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Municipality/Sponsor. Municipality/Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Municipality's/Sponsor's performance of the Project, its use and operation.

17. *Electronic Contract Payments*. Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at https://www.osc.state.ny.us/state-vendors or by email at epunit@osc.state.ny.us.

18. *Compliance with Legal Requirements*. Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

18.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts*, including requirements relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

18.1.1 *EEO Policy Statement*. Pursuant to 5 NYCRR §143.2, a Municipality/Sponsor shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

18.1.2 *Minority-owned and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals*. Municipality/Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises-Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement".

18.1.3 *M/WBE and SDVOB Guidance*. Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at www.dot.ny.gov/main/business-center/civil-rights/.

Assigned M/WBE and SDVOB goals must be included in the Municipality's/Sponsor's proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct

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goals are included in the project advertisement.

18.1.4 *Good Faith Efforts.* If a Municipality/Sponsor fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

18.1.5 *M/WBE and SDVOB Compliance Reports.* The Municipality/Sponsor shall require their consultants and contractors to submit electronic, monthly M/WBE and SDVOB compliance reports via NYSDOT's Civil Rights Reporting Software, Equitable Business Enterprise (EBO), on or before the 15th day of the immediately preceding month. The Municipality/Sponsor must apply for access to EBO at the following website: www.dot.ny.gov/dotapp/ebo.

18.1.6 *Failure to Comply.* If the Sponsor fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The Sponsor must ensure that any contract it awards under this Agreement has a Minority-owned and Women-owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the M/WBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this Agreement or such portion of this Agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts, funded in whole or in part by this Agreement, to which contract goals are established in accordance with NYSDOT guidance.

18.1.7 *Equal Employment Opportunity (EEO) Requirements*. EEO goals (as provided in the "Local Projects Manual"), EEO Policy Statement (as provided in "Appendix B – M/WBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's *Standard Specifications §102-11 Equal Employment Opportunity Requirements)* must be included in the contract documents and project advertisement.
www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us

18.1.8 *EEO Monitoring and Reporting*. EEO participation shall be monitored by the Municipality/Sponsor as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

18.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act, accessible at www.dot.ny.gov/programs/smart-planning/smartgrowth-law.

19. *Compliance with Procedural Requirements*. The Municipality/Sponsor understands that funding is contingent upon the Municipality's/Sponsor's compliance with the requirements stated in the applicable BridgeNY – Notice of Funding Availability and guidance connected thereto.

Locally-administered BridgeNY transportation projects shall be constructed in accordance with the current version of NYSDOT Standard Specifications and NYSDOT-approved Special Specifications. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

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20. *Extended Records Retention Requirements.*

20.1 To ensure that NYSDOT meets certain strict requirements under the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) and to ensure that NYSDOT may authorize the use of funds for this project, the Sponsor must retain the following documents in connection with the Projects:

a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property constructed, improved, or related to this Agreement, as provide in Schedule B; and
b. Documents, if any, evidencing the sale or other disposition of the financed property.

20.2 Notwithstanding any other provision of this contract to the contrary, the Sponsor covenants to retain those records described above, for **thirty-six (36) years** per the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) after the date of NYSDOT's final payment of the eligible project cost(s).

20.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this Agreement.

21. *Notice Requirements.*

21.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
(a) Via certified or registered United States mail, return receipt requested;
(b) By personal delivery;
(c) By expedited delivery service; or
(d) By e-mail; or
(e) By facsimile transmission.

21.2 For all BridgeNY Culvert Local Project Agreement purposes, such notices shall be addressed by the Municipality/Sponsor to the officially designated Regional Local Project Liaison (RLPL) and, by NYSDOT, to the officially designated Primary Municipality/Sponsor's Contact, or to such different parties and addresses as the parties from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing address, Telephone number and E-mail address as noted below.

21.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or email, upon receipt.

21.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Attachment: Frankhauser Culvert (RES-2025-118 : Frankhauser Culvert Replacement Over Ditch 5)

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)
Name: *Christopher Church*
Title: *Project Manager*
Address: *100 Seneca Street, Buffalo, NY 14203*
Telephone Number: *716-847-3246*
Facsimile Number: *716-847-3080*
E-Mail Address: *Christopher.Church@dot.ny.gov*

Municipality/Sponsor *Town of Amherst*
Name: *Brian J. Kulpa*
Title: *Supervisor*
Address: *Amherst Municipal Building, 5583 Main Street, Williamsville, NY 14221*
Telephone Number: *716-631-7032*
Facsimile Number: *716-631-7146*
E-Mail Address: *bkulpa@amherst.ny.us*

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

Attachment: Frankhauser Culvert (RES-2025-118 : Frankhauser Culvert Replacement Over Ditch 5)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

By: _____

Print Name: _____

Title: _____

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

Print Name: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF ***ERIE***)

On this _____ day of _____, 20___ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

APPROVED FOR NYSDOT:

By: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

_____
Notary Public

Attachment: Frankhauser Culvert (RES-2025-118 : Frankhauser Culvert Replacement Over Ditch 5)

Schedule A (01/2023)
Press F1 to read instructions in blank fields

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 5765.56

OSC Contract #: D041620

Contract Start Date: 10/1/2024 (mm/dd/yyyy) **Contract End Date:** 12/31/2029 (mm/dd/yyyy)
☐ *Check, if date changed from the last Schedule A*

Purpose: ☒ Original Standard Agreement ☐ Supplemental Schedule A No.

Agreement Type: ☒ Locally Administered
Municipality/Sponsor (Contract Payee): Town of Amherst
Other Municipality/Sponsor (if applicable):

☐ State Administered

List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.

☐ Municipality: % of Cost share
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share

Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Construction/CI/CS

Work Type: OTHER (See Footnotes)

County (If different from Municipality): Erie County

(Check, if Project Description has changed from last Schedule A): ☐

Project Description: Culvert Replacement, Frankhauser Road over Amherst Ditch 5, Town of Amherst, Erie County

Marchiselli Eligible ☐ **Yes** ☒ **No**

A. Summary of Participating Costs FOR ALL PHASES

For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
5765.56.101	Current	Other (see FN) **	$160,000.00	$0.00	$160,000.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
5765.56.301	Current	Other (see FN) **	$785,000.00	$0.00	$785,000.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
TOTAL CURRENT COSTS:			$945,000.00	$ 0.00	$945,000.00	$ 0.00	$ 0.00

Attachment: Frankhauser Culvert (RES-2025-118 : Frankhauser Culvert Replacement Over Ditch 5)

NYSDOT/State-Local Agreement – Schedule A **PIN 5765.56**

B. Local Deposit(s) from Section A:	$ 0.00
Additional Local Deposit(s)	$0.00
Total Local Deposit(s)	$ 0.00

C. Total Project Costs *All totals will calculate automatically.*

Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
$ 0.00	$945,000.00	$ 0.00	$945,000.00

Total FEDERAL Cost	$ 0.00
Total STATE Cost	$945,000.00
SFS TOTAL CONTRACT AMOUNT	**$945,000.00**

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: **Jess Hoehn** Phone No: 716-533-4063

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See LPB's SharePoint for link to sample footnotes)

- ADDITIONAL PROJECT DESCRIPTION: This project will replace the existing culvert on Frankhauser Road over Amherst ditch 5 in the Town of Amherst, Erie County.
- FUND SOURCE: The PE (Design I-VI) .101 and Construction/ Construction Inspection .301 phases are all Bonded PIT Bond funds at 100% State funds.
- This is a Bridge NY Culvert project with a programmed amount of $945,000. Funding may be applied to all phases of the project. Any cost in excess of the award amount is the responsibility of the sponsor.
-
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SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering *X* in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Scoping: Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	☐	☐
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	☐	☐
3. Smart Growth Attestation (NYSDOT ONLY).	☐	☐
4. Preliminary Design: Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	☐	☒
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	☐	☒
6. Obtain aerial photography and photogrammetric mapping.	☐	☒
7. Perform all surveys for mapping and design.	☐	☒
8. Detailed Design: Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	☐	☒
9. Perform landscape design (including erosion control).	☐	☒
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	☐	☒

Attachment: Frankhauser Culvert (RES-2025-118 : Frankhauser Culvert Replacement Over Ditch 5)

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	☐	☒
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	☐	☒
13. Conduct any required soils and other geological investigations.	☐	☒
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	☐	☒
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	☐	☒
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	☐	☒
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	☐	☒

A2. Right-of-Way (ROW) Incidentals

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Prepare ARM or other mapping, showing preliminary taking lines.	☐	☐
2. ROW mapping and any necessary ROW relocation plans.	☐	☐
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	☐	☐
4. Secure Appraisals.	☐	☐
5. Perform Appraisal Review and establish an amount representing just compensation.	☐	☐

Attachment: Frankhauser Culvert (RES-2025-118 : Frankhauser Culvert Replacement Over Ditch 5)

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including *de minimis* determination, as may be applicable. **If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.**	☐	☐
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	☐	☐

B. Right-of-Way (ROW) Acquisition

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. **If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.**	☐	☐
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	☐	☐
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	☐	☐
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	☐	☐
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	☐	☐
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	☐	☐
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	☐	☐

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C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Advertise contract lettings and distribute contract documents to prospective bidders.	☐	☒
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	☐	☒
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	☐	☒
4. Compile and submit Contract Award Documentation Package.	☐	☒
5. Review/approve any proposed subcontractors, vendors, or suppliers.	☐	☒
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	☐	☒
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	☐	☒
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	☐	☒
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	☐	☒
9. Administer construction contract, including the review and approval of all contactor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	☐	☒
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	☐	☒
11. Administer all construction contract claims, disputes or litigation.	☐	☒

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Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	☐	☒
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.	☐	☒

Attachment: Frankhauser Culvert (RES-2025-118 : Frankhauser Culvert Replacement Over Ditch 5)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

Attachment: Frankhauser Culvert (RES-2025-118 : Frankhauser Culvert Replacement Over Ditch 5)

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

Attachment: Frankhauser Culvert (RES-2025-118 : Frankhauser Culvert Replacement Over Ditch 5)

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

Attachment: Frankhauser Culvert (RES-2025-118 : Frankhauser Culvert Replacement Over Ditch 5)

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over S25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

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law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

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employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

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APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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APPENDIX B

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, _____, the representative for (Municipality/Sponsor/Grantee) adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at _____.

(Insert project/service description)

M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
(2) Obtain a list of State-certified M/WBEs from https://ny.newnycontracts.com/ and solicit bids from them directly.
(3) Obtain a list of State certified SDVOBs from https://online.ogs.ny.gov/SDVOB/search and solicit bids from them directly.
(4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
(5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
(6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
(7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.
(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.
(c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
(d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

(12/2024)

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_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # _____) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	15.00%	15.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	13.00%	13.00%	6.00%
CN: Construction	7.00%	11.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	8.00%	18.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: FY24-25 M/WBE Goal Plan and NYSDOT 2024-2025 SDVOB Goal Plan. In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

(1) the contract and subcontract scope(s) of work,
(2) the potential subcontract opportunities available in the prime contract,
(3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
(4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
(5) the geographic location of the contract performance,
(6) the extent to which geography is material to the performance of the contract,
(7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
(8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
(9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

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Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract*.

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: https://www.dot.ny.gov/main/business-center/civil-rights/. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature:_____ Title: _____

Name:_____ Date: _____

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SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY
(Culvert Project – Municipality Administered)
RESOLUTION NUMBER: _____

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

WHEREAS, a project for the _____ _____, P.I.N. _____ (the "Project") is eligible for reimbursement of qualified costs from Bridge NY funding that calls for the post-reimbursement apportionment of the qualified costs to be borne at the ratio of _100____% Bridge NY funds and __0___% non-Bridge NY funds; and

WHEREAS, the _____ of _____ will design, let, and administer all phases of the Project.

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the costs of _____ work for the Project or portions thereof.

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the Project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay 100% of the cost of _____ work for the Project or portions thereof, with the understanding that qualified costs will be reimbursed from Bridge NY funding; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

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

RESOLVED, that in the event the costs of the Project exceed the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____thereof, and it is further

RESOLVED, that the _____ BOARD hereby agrees that _____ of _____ hereby commits that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

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

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

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

RESOLVED, this Resolution shall take effect immediately.

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APPENDIX B

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, _____, the representative for (Municipality/Sponsor/Grantee) adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at _____.

(Insert project/service description)

M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
(2) Obtain a list of State-certified M/WBEs from https://ny.newnycontracts.com/ and solicit bids from them directly.
(3) Obtain a list of State certified SDVOBs from https://online.ogs.ny.gov/SDVOB/search and solicit bids from them directly.
(4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
(5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
(6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
(7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.
(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.
(c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
(d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

(12/2024)

Attachment: Frankhauser Culvert (RES-2025-118 : Frankhauser Culvert Replacement Over Ditch 5)

APPENDIX B

_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # _____) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	15.00%	15.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	13.00%	13.00%	6.00%
CN: Construction	7.00%	11.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	8.00%	18.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: FY24-25 M/WBE Goal Plan and NYSDOT 2024-2025 SDVOB Goal Plan. In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

(1) the contract and subcontract scope(s) of work,
(2) the potential subcontract opportunities available in the prime contract,
(3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
(4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
(5) the geographic location of the contract performance,
(6) the extent to which geography is material to the performance of the contract,
(7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
(8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
(9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

(12/2024)

Attachment: Frankhauser Culvert (RES-2025-118 : Frankhauser Culvert Replacement Over Ditch 5)

APPENDIX B

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract*.

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: https://www.dot.ny.gov/main/business-center/civil-rights/. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature:_____ Title: _____

Name:_____ Date: _____

Attachment: Frankhauser Culvert (RES-2025-118 : Frankhauser Culvert Replacement Over Ditch 5)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29818 **RESOLUTION 2025-119** **ADOPTED**

Approve Travel to 2025 NY Government Finance Officers' Association Annual Conference

Please approve travel to the 2025 NY Government Finance Officers' Association Annual Conference for Lynda L. Juul, Director of Finance, for a total estimated cost not to exceed $1,176.45. The training offered at this conference is not available locally. Funds are available in the Director of Finance's budget for 2025.

2/3/2025
Consent

FINANCIAL IMPACT:

A1345; Various Accounts; NTE $1,176.45

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

[ ] Travel in New York State and under $750 - Department Head Approval

[X] Travel in New York State $750 and over - Department Head Approval and Town Board Approval

[ ] Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Lynda L. Juul	9193	Finance	716-631-7007

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
April 2, 2025	April 4, 2025	Albany, NY	NY Government Finance Officers' Association Annual Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 560 @ $0.70	392.00	A1345-4050	
Tolls	25.00	A1345-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 2 @ $147.00	294.00	A1345-4040	
Meals:			
IRS Per Diem Per Day: $69.00			
1st & Last Day of Travel @ 75%	103.50	A1345-4040	
# Breakfasts @ $16.00			
# Lunches @ $17.00			
# Dinners @ $31.00			
# Incidentals 1 @ $5.00	5.00	A1345-4040	
Registration/Conference Fee	250.00	A1345-4120	
Other			
Subtotal	1,069.50		N/A
Contingency - 10% of subtotal or $200	106.95		N/A
TOTAL	1,176.45		0.00

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Travel Expense Reimbursement GFOA 2025 (RES-2025-119 : Approve Travel to 2025 NY Government Finance Officers' Association

NEW YORK GOVERNMENT FINANCE OFFICERS' ASSOCIATION

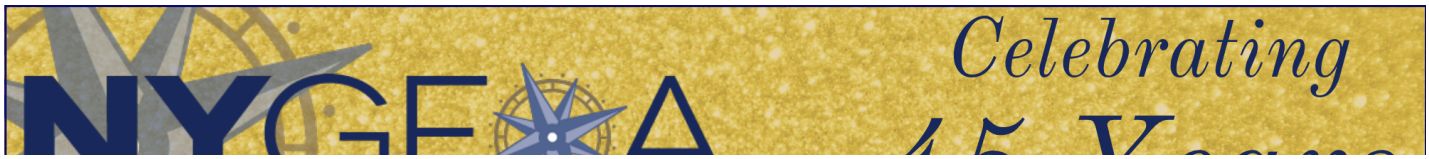
NYGFOA

Responsible | Knowledgeable | Accountable

JOIN NOW

MEMBER PORTAL

CALENDAR



2025 ANNUAL CONFERENCE OVERVIEW

The NYGFOA Annual Conference is New York State's premier event for government finance professionals! Interact with over 550 finance professionals from all levels of state and local government as well as the private sector. Commissioners, comptrollers, directors of finance, financial analysts, treasurers, clerks, supervisors, CFOs, accountants, budget directors, business managers, cash managers, council members, supervisors, and others will be in attendance.

Attachment: 2025 Annual Conference Overview (RES-2025-119 : Approve Travel to 2025 NY Government Finance Officers' Association Annual

PRE-CONFERENCE REGISTRATION

ANNUAL CONFERENCE REGISTRATION

Registration & Fees

- Registration for the Pre-Conference sessions and the Annual Conference is open to all persons interested in government finance.
- The Annual Conference and Pre-Conference are separate registrations and are accessible via the different links provided below.
- **Click here** to download a hard copy of the conference registration.

Annual Conference Rates *Full schedule below*	Member Rate	Non-Member Rate (gov)	Non-Member Rate (priv)
Early Bird (Ends 2/14/25)	CK $250 | CC $258	CK $345 | CC $355	CK $440 | CC $453
Regular Rate (Begins 2/15/25)	CK $275 | CC $283	CK $370 | CC $381	CK $465 | CC $479
Onsite Rate (After 3/21/25)	CK $285 | CC $293	CK $380 | CC $391	CK $475 | CC $489

Early Bird Pre-Conference Rates (Early Bird Ends 2/14/25) *Full schedule below*	Member Rate	Non-Member Rate
Ethics and Professional Conduct for NYS CPAs (April 2 | **8:00 am - 12:00 pm)**	CK $120 | CC $124	CK $240 | CC $248
2025 GASB Update: The Year in Review (April 2 | **10:00 - 11:40 am)**	CK $100 | CC $103	CK $200 | CC $206
2025 GASB Update: Current Projects and Technical Agenda (**April 2 | 1:00 - 2:40 pm)**	CK $100 | CC $103	CK $200 | CC $206
Managing Stress and Maintaining a Non-Toxic Workplace (**April 2 | 3:00 - 4:40 pm)**	CK $100 | CC $103	CK $200 | CC $206
Protecting Public Sector Deposits: From Collateral to Internal Controls and Reducing Fraud (March 5 | 10:00 - 11:40 am)	CK $100 | CC $103	CK $200 | CC $206

Regular Pre-Conference Rates (Regular Rate Begins 2/15/25) *Full schedule below*	Member Rate	Non-Member Rate
Ethics and Professional Conduct for NYS CPAs	CK $145 | CC $150	CK $290 | CC $299

Attachment: 2025 Annual Conference Overview (RES-2025-119 : Approve Travel to 2025 NY Government Finance Officers' Association Annual

2025 GASB Update: The Year in Review	CK $125 | CC $129	CK $250 | CC $258
2025 GASB Update: Current Projects and Technical Agenda	CK $125 | CC $129	CK $250 | CC $258
Managing Stress and Maintaining a Non-Toxic Workplace	CK $125 | CC $129	CK $250 | CC $258
Protecting Public Sector Deposits: From Collateral to Internal Controls and Reducing Fraud (March 5 | 10:00 - 11:40 am) Note: This program is virtual (via Zoom)	CK $125 | CC $129	CK $250 | CC $258

CPE & GFI Credits

- Pre-Conference (Virtual and In-Person): Earn up to 10 CPE & GFI credits.
- Annual Conference: Earn up to 11 CPE & GFI credits.
- Choose between 20 different sessions on topics related to government finance with one conference registration.
- You must have your name badge scanned at the completion of each session attended to earn credit.

Conference App

The Conference App will be accessible on smartphones as well as have a desktop feature on computers, laptops, and tablets. With it, you will be able to access your session details including PowerPoint slide decks, surveys, important information about exhibitors, sponsors, speakers, and more! You can also connect with other conference attendees, schedule meetings, and post on the internal social wall. Instructions on downloading the Conference App will be sent out in March 2025.

Meals

- In-person Pre-Conference sessions include lunch and refreshment breaks.
- Annual Conference registration includes two breakfasts (Thurs/Fri), several refreshment breaks, one lunch (Thurs), two receptions, one dinner (Thurs) and Thursday evening party/entertainment.
- Only registered attendees with name badges are permitted to participate in any of the conference activities, including sessions and meals.
- Please include your dietary restrictions in the field provided when registering for the Conference.

ANNUAL CONFERENCE SCHEDULE
(pre-conference schedule below)

	Wednesday, April 2, 2025
6:00 - 7:30 pm	Welcome Reception
	Thursday, April 3, 2025

Attachment: 2025 Annual Conference Overview (RES-2025-119 : Approve Travel to 2025 NY Government Finance Officers' Association Annual

7:30 - 8:30 am	Breakfast
8:45 - 10:20 am	- Association Annual Business Meeting and Keynote Presentation (Dr. Irvine Nugent: Leading in Dynamic Times - Lessons from the Pub)
10:20 - 10:40 am	Coffee Break: Meet the Exhibitors
10:45 - 11:30 am	State Comptroller Thomas P. DiNapoli (Invited)
11:45 - 12:50 pm	Lunch
1:00 - 1:50 pm	Concurrent Bank #1
	- Getting Rid of Petty Cash
	- Debt Issuance 101
12:45 - 2:00 pm	Concurrent Bank #1A
	- Financial Data Transparency Act - Be in the Know
2:10 - 3:00 pm	Concurrent Bank #2
	- Avoiding the ACFR Hiccups
	- Politics of Budgeting in 2025
	- State Retirement System Update
3:00 - 3:30 pm	Afternoon Ice Cream & Coffee Break: Meet the Exhibitors
3:30 - 4:20 pm	Concurrent Bank #3
	- Outsourcing Your Accounts Payable
	- ARPA Reporting - Keeping Current
3:30 - 4:45 pm	Concurrent Bank #3A
	- Rating Agency Update
4:40 - 5:30 pm	Concurrent Bank #4
	- GASB 103: Updates to the Financial Reporting Model
	- Hot Topics in Municipal Bonds
6:00 - 6:45 pm	Cocktail Reception Sponsored by Albany Marriott
6:45 - 8:00 pm	Banquet Dinner and GFI Graduation Ceremony

Attachment: 2025 Annual Conference Overview (RES-2025-119 : Approve Travel to 2025 NY Government Finance Officers' Association Annual

8:30 - 10:30 pm	Game Night: Scholarship Fundraiser
	Friday, April 4, 2025
7:15 - 8:15 am	Breakfast
8:30 - 9:20 am	Concurrent Bank #5
	- PCI Compliance Updates
	- Making Idle Funds Work for Your Entity
8:00 - 9:15 am	Concurrent Bank #5A
	- Annual Financial Report - Feedback and Updates
9:40 - 10:30 am	Concurrent Bank #6
	- Accounting for Capital Projects
	- Surprise! Being Prepared for a First Amendment Audit
9:30 - 10:45 am	Concurrent Bank #6A
	- AI - Impacts in the Finance Office and Financial Reporting
10:30 - 11:00 am	Coffee Break: Meet the Exhibitors
11:00 am - 12:15 pm	- News from the Nation's Capital for Finance Officers
12:15 pm	Conference Concludes

Program subject to change

Registration for Annual Conference

PRE-CONFERENCE SCHEDULE

	March 5, 2025 (virtual via Zoom)
10:00 - 11:40 am	**Protecting Public Sector Deposits: From Collateral to Internal Controls and Reducing Fraud**
	Wednesday, April 2, 2025 (In-person)
8:00 am - 12:00 pm	Ethics and Professional Conduct for NYS CPAs

Attachment: 2025 Annual Conference Overview (RES-2025-119 : Approve Travel to 2025 NY Government Finance Officers' Association Annual

10:00 - 11:40 am	GASB Update: The Year in Review
1:00 - 2:40 pm	GASB Update: Current Projects and Technical Agenda
3:00 - 4:40 pm	Managing Stress and Maintaining a Non-Toxic Workplace

Program subject to change

Registration for Pre-Conference Sessions

ANNUAL CONFERENCE OVERVIEW

ANNUAL CONFERENCE REGISTRATION

PRE-CONFERENCE REGISTRATION

ANNUAL CONFERENCE SESSION DESCRIPTIONS

PRE-CONFERENCE SESSION DESCRIPTIONS

CURRENT SPONSORS & EXHIBITORS

HOTEL INFORMATION

SCHOLARSHIP INFORMATION

KEYNOTE

SPONSORSHIP INFORMATION

Attachment: 2025 Annual Conference Overview (RES-2025-119 : Approve Travel to 2025 NY Government Finance Officers' Association Annual

EXHIBITOR INFORMATION

POLICIES: CANCELLATION, EARLY BIRD, & MORE

New York State Government Finance Officers' Association

CONTACT US

3 Pine West Plaza, Suite 308, Albany, NY 12205
info@nygfoa.org | 518.465.1512 | 518.434.4640

Home | Calendar

Website design & development by ADG Creative, creative division of ADG

Attachment: 2025 Annual Conference Overview (RES-2025-119 : Approve Travel to 2025 NY Government Finance Officers' Association Annual

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29909 **RESOLUTION 2025-120** **ADOPTED**

Adopt Revised 2026 Budget Calendar

Please adopt the revised 2026 Budget Calendar, attached. Revisions were made in order to meet legal deadlines, due to the change in publication dates by the Amherst Bee from Wednesday to Thursday, and are highlighted.

2/3/2025
Consent

FINANCIAL IMPACT:

N/A

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

Town of Amherst
Budget Calendar - Fiscal Year 2026
Revised 1/21/2024

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

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

Attachment: 2026 BUDGET CALENDAR - REV (RES-2025-120 : Adopt Revised 2026 Budget Calendar)

DESCRIPTION	Comptroller's Office to send to Departments by:	Departments to return to Comptroller's Office by:	Other Dates/Comments
Budget Officer files Operating Budgets with Town Clerk (Tentative Budget), including Proposed Capital Improvement Plan (CIP) *(No later than September 30)*			September 30
Files for added tax bill items given to Assessor/IT ✓ Sidewalks ✓ Delinquent ECWA ✓ Delinquent Village water ✓ Code violations ✓ Omitted tax			September 30
Tentative Budget submitted to Town Board; Copies placed on file in Town Libraries *(At regular or special meeting of the Town Board, No later than October 5)*			September 30 (Tuesday)
Setting of Elected Officers' Salaries by Town Board Resolution (First Regular October TB Meeting)			September 30 (Tuesday)
Review of Tentative Budget by Town Board; Preliminary Budget filed with Town Clerk (if TB makes changes to Tentative Budget; otherwise Tentative Budget becomes Preliminary Budget) *(Prior to publication of legal notice for PH on Preliminary Budget)*			~~October 1-21~~ October 1-14
Town Clerk to publish Notice of 1st Public Hearing on (Tentative) Budget, including Elected Officials' Salaries *(Must be published 5 days prior to PH)*			~~October 8~~ October 9
1st Public Hearing on (Tentative) Budget (Per LL 2-2024 Transparency in Budget Process, three (3) public hearings to be held on budget)			October 14 (Tuesday)

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

Attachment: 2026 BUDGET CALENDAR - REV (RES-2025-120 : Adopt Revised 2026 Budget Calendar)

DESCRIPTION	Comptroller's Office to send to Departments by:	Departments to return to Comptroller's Office by:	Other Dates/Comments
Town Clerk to publish Notice of 2nd Public Hearing on (Tentative) Budget, including Elected Officials' Salaries *(Must be published 5 days prior to PH)*			~~October 15~~ October 16
2nd Public Hearing on (Tentative) Budget *(Per LL 2-2024 Transparency in Budget Process, three (3) public hearings to be held on budget, including one at the Senior Center or other such location designated by the Town Board and at a time convenient for older adults)*			October 24 (Friday) 10:00am Amherst Senior Center
Town Clerk to publish Notice of 3rd Public Hearing on (Preliminary) Budget including Elected Officials' Salaries *(Must be published 5 days prior to PH)*			~~October 22~~ October 16
3rd Public Hearing on (Preliminary) Budget (*PH to be held on or before the Thursday following the general election, and may not be adjourned beyond November 15)*			October 27
Fire District Budgets to be submitted to Budget Officer *(No later than November 7)*			November 7
Budget to be Adopted *(No later than November 20 or Preliminary Budget with approved revisions becomes the final budget for the following year)*			October 27 or November 10
Summary Pages for Sewer, Drainage and Water given to Assessor to calculate rates (Assessor)			ASAP After Budget Adoption

Attachment: 2026 BUDGET CALENDAR - REV (RES-2025-120 : Adopt Revised 2026 Budget Calendar)

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

DESCRIPTION	Comptroller's Office to send to Departments by:	Departments to return to Comptroller's Office by:	Other Dates/Comments
Assessment files for the 2024 County/Town Tax Extension must be ready for transmission to Real Property These files must include the unpaid Town charges. Signed letter of authorization must be sent to have amounts included.			Week of Nov 1
Town budgets shall be certified to the County at least one week prior to the last Tuesday in November. (This includes special district rates calculated by Assessor)			No later than November 21
Budget Officer/Comptroller assists IT in making adopted budget available on Town web site			December 15
County sends reports for final approval. Town to reconcile and approve (See levy reconciliation worksheet for codes to exclude from totals to reconcile to Town amount to raise)			Mid-Late December
Budget Officer/Comptroller to approve and confirm to County			2 days after receipt
County to print tax bills			Approx. 3 days after final approval received by County (Town errors or failure to meet deadlines will cause delays)
Town Clerk to receive tax bills & process for mailing			As soon as available

Attachment: 2026 BUDGET CALENDAR - REV (RES-2025-120 : Adopt Revised 2026 Budget Calendar)

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

Notes:
Tentative Budget: The budget filed by the Budget Officer (Supervisor) with the Town Clerk.
Preliminary Budget: The Tentative budget, as revised by the Town Board. If no changes are made, the Tentative budget becomes the Preliminary budget.

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29888 **RESOLUTION 2025-121** **ADOPTED**

Authorize Supervisor to Sign GOETZ ENERGY CORP FUEL CONTRACT EXTENSION - CRS #5279

WHEREAS, GOETZ ENERGY CORPORATION CONTRACT for fuel-gas purchases under NYS-OGS Group 05600, Award number 23237, Contract Number PC#69517 at 1319 Military Road, Buffalo, NY 14217 and

NOW, therefore be it resolved, the Town Board authorizes the Supervisor to sign the contract with Goetz Energy Corporaton for the Town of Amherst piggyback on the NYS-OGS contract from 12/17/2021 through 12/14/2024 with an extension through 2/13/2025. This contract is subject to the Contract Routing System (CRS #5279) and the approval of the Town Attorney.

Thank you!

2/3/2025
Consent

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

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

AGREEMENT EXTENSION - ONE MONTH

Let this document stand as an Agreement between GOETZ ENERGY CORPORATION dba Kurk Fuel Company and the
Town of Amherst permitting the Town of Amherst to participate in the purchase of GASOLINE from:

GOETZ ENERGY Corporation under the New York State OGS Contract Group 05600; Award number 23237; PC # 69517; dated DECEMBER 17, 2021 through DECEMBER 13, 2024 extended to 01/13/2025 for Gasoline fuel.

Agreed to and Accepted by:

GOETZ ENERGY CORPORATION
dba KURK FUEL COMPANY

By: Mary Burke
Signature

MARY BURKE
Print Name

Fuels Account Manager
Title

Date: 11/26/24

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian Kulpa
Supervisor

Date: _____

Attachment: DOC123124-12312024093954 (RES-2025-121 : Authorize Supervisor to Sign GOETZ ENERGY CORP FUEL CONTRACT EXTENSION

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE 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 endorse If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement c this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Caputo Insurance Agency, Inc. PO Box 350 Beaver Falls PA 15010	CONTACT NAME: Caputo Insurance Agency, Inc. PHONE (A/C, No, Ext): 724-843-3020 FAX (A/C, No): 724-843-9475 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne Insurance Company	15032
INSURER B : Lloyds of London	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED GOETENE-01
GOETZ ENERGY Corp; Kurk Fuel Co.
P O Box A
Buffalo NY 14217

COVERAGES **CERTIFICATE NUMBER:** 500517442 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			62P100086-05	4/18/2024	4/18/2025	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X MCS90			62P100086-05	4/18/2024	4/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			24*13773U24-302154*04	4/18/2024	4/18/2025	EACH OCCURRENCE AGGREGATE FOLLOWS	$ 4,000,000 $ 4,000,000 $ FORM
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [ ] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	TRANSPORTATION/CARGO			62P100086-05	4/18/2024	4/18/2025	LIMIT	$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
sbryan@amherst.ny.us

Fax: 716-691-4496 Town of Amherst is included as an additional insured. Coverage applies on a Primary and Non-Contributory basis when required by writte contract for all ongoing and completed operations.

CERTIFICATE HOLDER

TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE NY 14221
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: DOC123124-1231202409395 4 (RES-2025-121 : Authorize Supervisor to Sign GOETZ ENERGY CORP FUEL CONTRACT EXTENSION

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 122
| nysif.co

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 160450990
KEEVILY,SPERO-WHITELAW INC.
500 MAMARONECK AVENUE
HARRISON NY 10528

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
GOETZ ENERGY CORP PO BOX A BUFFALO NY 14217	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G1180 980-3	814660	05/01/2024 TO 05/01/2025	5/22/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1180 980-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FU

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 926694943

LI-26.3

Attachment: DOC123124-1231202409395 4 (RES-2025-121 : Authorize Supervisor to Sign GOETZ ENERGY CORP FUEL CONTRACT EXTENSION

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) Goetz Energy Corp. T/A T F Kurk A/T/A Kurk Fuel Company PO Box A Buffalo, NY 14217 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 716-876-4324 1c. Federal Employer Identification Number of Insured or Social Security Number 16-0450990
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) The Town of Amhurst 1042 North Forest Williamsville, NY 14221	3a. Name of Insurance Carrier **The Guardian Life Insurance Company of America** 3b. Policy Number of Entity Listed in Box 1a 00958190-0001 3c. Policy Effective Period 12/01/2024 to 12/01/2025

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 12/19/2024 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Michael Prestileo, Head of Group Benefits Strategy, Product & Underwriting

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

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

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

State of New York
Workers' Compensation Board

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

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: DOC123124-123120240939S4 (RES-2025-121 : Authorize Supervisor to Sign GOETZ ENERGY CORP FUEL CONTRACT EXTENSION

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29907 **RESOLUTION 2025-122** **ADOPTED**

Standardization of Flusher Truck Equipment - Highway Department

WHEREAS, the Town of Amherst is in need of purchasing an additional Vacall Flusher Truck for the Town of Amherst Highway Department; and

WHEREAS, the Town of Amherst has utilized the Vacall 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 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 flushing and cleaning storm water drainage lines; 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 Vacall line for the following reasons:

1) The Highway Department employees have been currently working with Vacall equipment and are familiar with their operations and functions;
2) The Highway Department repair shop personnel have been currently working with repairing our Vacall equipment and inventory of parts on hand for these pieces of equipment:
3) Vacall 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 Vacall 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 flushing and cleaning equipment in the Highway Department to the Vacall product line.

2/3/2025
Consent

FINANCIAL IMPACT:

N/A

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: 02/03/25 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29946 **RESOLUTION 2025-123** **ADOPTED**

TREE PLANTING - Escrow Funds from Agency Account - 2025

Please approve authorization to spend up to $100,000.00 from the Agency Account AG2022-0699 for the Spring and Fall 2025 season for various trees planted for new builds 2024-2025.

Thank you for your time and consideration!

2/3/2025
Consent

FINANCIAL IMPACT:

AG2022-0699

NOT TO EXCEED $100,000.00 for 2025

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: 02/03/25 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29947 **RESOLUTION 2025-124** **ADOPTED**

FUNDING - Sidewalk Snow Plowing Program - 2025

Please approve authorization to spend up to $10,000.00 for maintenance and repairs to the sidewalk snow plowing equipment from T4024: 4002.

Thank you for your time and consideration!

2/3/2025
Consent

FINANCIAL IMPACT:

T4024 ; 4002

NOT TO EXCEED $10,000.00

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: 02/03/25 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29948 **RESOLUTION 2025-125** **ADOPTED**

Approval to Spend Funds - Veterans Memorial - 2025

The Veterans Memorial Fountain is in need of various maintenance and repairs to the filtration system, i.e. to include: various filter replacement and repairs, pumps, chlorine, etc.

We are respectfully requesting the authorization of spending up to $4,000.00 from the Trust Account T4017: 4002 for the various supplies and repairs.

Thank you for your time and consideration.

2/3/2025
Consent

FINANCIAL IMPACT:

T4017 : 4002

NOT TO EXCEED $4,000.00

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: 02/03/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29900 **RESOLUTION 2025-126** **ADOPTED**

Youth Service Program Coordinator/Youth & Recreation

Please appoint a Youth Service Program Coordinator to the Youth & Recreation Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 22, 2025 at an annual salary of $58,085, Grade 10, Step F for Alan Laudico.

This is a permanent appointment for a current employee who has been serving provisionally.

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29901 **RESOLUTION 2025-127** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective January 22, 2025, Temporary, $15.50 ph, Step 1 for Autumn Brown, Lexie Davis, Fiona Robshaw & Tasfeia Tasmin.

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29902 **RESOLUTION 2025-128** **ADOPTED**

Program Coordinator-Senior Services/Senior Services

Please appoint a Program Coordinator-Senior Services to the Senior Services Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective January 22, 2025 at an annual salary of $61,651, Grade 10, Step I for Jennifer Lazarz.

This is a promotion for an employee currently serving as Recreation Leader (Sr. Citizens).

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29908 **RESOLUTION 2025-129** **ADOPTED**

Coordinator of Employee Relations/Human Resources Department

Please appoint a Coordinator of Employee Relations to serve as a Deputy Director of Human Resources in the Human Resources Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 1, 2025 at an annual salary of $135,299.69, Grade 2, Step I of the Exempt Department Head Salary Schedule for Zachary Garlick.

Please authorize a six (6) month residency waiver.

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29910 **RESOLUTION 2025-130** **ADOPTED**

Contracts Technician/Engineering/Plant #16

Please appoint a Contracts Technician to the Engineering Department-Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective January 22, 2025 at an annual salary of $51,696, Grade 13, Step A for Nicholas Weir.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29911 **RESOLUTION 2025-131** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation (3 Positions)

Recreation Attendant - PT/Youth & Recreation (3 Positions), Effective January 22, 2025, Temporary, $15.50 ph, Step 1.

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29960 **RESOLUTION 2025-132** **ADOPTED**

Computer Support Technician-Information Technology

Please appoint a Computer Support Technician to the Information Technology Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 4, 2025 at an annual salary of $63,040, Grade 11, Step H for Donald Russ.

This is a permanent appointment for a current employee who has been serving provisionally.

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29961 **RESOLUTION 2025-133** **ADOPTED**

Computer Support Technician/Police Department

Please appoint a Computer Support Technician to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 4, 2025 at an annual salary of $55,524, Grade 11, Step D for Michael Marinaccio.

This is a permanent appointment for a current employee who has been serving provisionally.

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29962 **RESOLUTION 2025-134** **ADOPTED**

Network Coordinator-Information Technology

Please appoint a Network Coordinator to the Information Technology Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 4, 2025 at an annual salary $74,045, Grade 15, Step G for Edward Hurrell, Jr.

This is a permanent appointment for a current employee who has been serving provisionally.

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29964 **RESOLUTION 2025-135** **ADOPTED**

Technical Support Services Specialist-Information Technology

Please appoint a Technical Support Services Specialist to the Information Technology Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 4, 2025 at an annual salary of $72,594, Grade 16, Step E for Timothy Ray.

This is a permanent appointment for a current employee who has been serving provisionally.

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29965 **RESOLUTION 2025-136** **ADOPTED**

Assistant Accountant/Amherst Town Court

Please appoint an Assistant Accountant to the Amherst Town Court. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 4, 2025 at an annual salary of $52,470, Grade 12, Step B for Brian Couto.

Contingent upon completing all pre-employment requirements.

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29966 **RESOLUTION 2025-137** **ADOPTED**

Accountant/Youth & Recreation Department

Please appoint an Accountant to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 4, 2025 at an annual salary of $72,594, Grade 16, Step E for Andrews Osei.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29971 **RESOLUTION 2025-138** **ADOPTED**

Process Supervisor-WWTP/Engineering-Plant #16

Please appoint a Process Supervisor-Wastewater Treatment Plant to the Engineering-Plant #16 Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 4, 2025 at an annual salary of $97,971, Grade 21, Step I for Mark Tirone.

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

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29972 **RESOLUTION 2025-139** **ADOPTED**

Wastewater Treatment Plant Maintenance Supervisor/Eng.-Plant #16

Please appoint a Wastewater Treatment Plant Maintenance Supervisor to the Engineering-Plant #16 Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 4, 2025 at an annual salary of $79,455, Grade 19, Step D for Charles Castellana.

This is a promotion for an employee currently serving as Supervising WW Facilities Mechanic.

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29973 **RESOLUTION 2025-140** **ADOPTED**

Wastewater Facilities Mechanic/Engineering-Plant #16

Please appoint a Wastewater Facilities Mechanic to the Engineering-Plant #16 Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 4, 2025 at an hourly rate of $24.26. Grade IV, Step 1 for Christopher Disalvo.

This is a promotion for an employee currently serving as Maintenance Worker.

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 29990 **RESOLUTION 2025-141** **ADOPTED**

Purchase of Snow Blade for Department Pickup Truck Piggybacking Contract Approval Casullo's Automotive Service, Inc. (CRS #5313)

TOWN BOARD AGENDA ITEM : FEBRUARY 3, 2025

TO: **Town Board**

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

RE: **Purchase of Snow Blade for Department Pickup Truck Piggybacking Contract Approval Casullo's Automotive Service, Inc. (CRS #5313)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached piggyback agreement between the Town of Amherst (Police) and Casullo's Automotive Service, Inc., with regard to the above-entitled matter. Approval of this agreement is pending the successful completion of the Contract Routing Process.

Thank you.

SPC: msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: February 3, 2025)**

2/3/2025
Consent

FINANCIAL IMPACT:

A 3120 .2600: $7,248.32

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

AMHERST POLICE DEPARTMENT
500 JOHN J. AUDUBON PKWY
AMHERST, NEW YORK 14228
716-689-1322
FAX 716-689-1310
SCOTT P. CHAMBERLIN
CHIEF OF POLICE

AGREEMENT

Let this document stand as an Agreement between Casullo's Automotive Service Inc., and the Town of Amherst permitting the Town to utilize the Fisher Engineering Sourcewell contract 062222-DDY for the purchase of a Western Snow Plow thru Casullo's Automotive Service Inc.

Agreed to and Accepted By:

CASULLOS AUTOMOTIVE SERVICE, INC.

By: _____

Sarah Giammarise
Printed Name

Controller
Title

Date: 1/23/25

Agreed to and Accepted By:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Contract for TB Agenda 2.3.2025 (RES-2025-141 : Purchase of Snow Blade: Casullo's Automotive Service, Inc. (CRS#5313))

CASULLOS AUTO ACCESSORIES & UPHOLSTERY

YOOOOUUU KNOW IT!!!!!!!!!!

2797 ELMWOOD AVE. WWW.CASULLOS.COM
KENMORE, NY 14217
(716) 876-0916 Fax (716) 876-1835 Reg # 7054439

Preview

Customer #	18447
RO #	209799

Customer **TOWN OF AMHERST POLICE DEPT**
500 JOHN JAMES AUD PKY
AMHERST, NY 14228

W (716) 689-1370 **C (716) 689-1376**
F (716) 568-1825

Vehicle
Plate # GNV49847 NY

Date In 01/08/2025
Time In 2:59pm
Date Due 01/08/2025
Time Out 2:59pm

Services

REFERENCE	DESCRIPTION	TECH	PRICE
LABOR	****BELOW PRICING REFLECTS SOURCEWELL 2024-2025 PRICING FOR CONTRACT AWARD #062222-DDY**** SOURCEWELL MEMBER #77351 **ALL ACCESSORIES ARE DISCOUNTED 20% WITH SOURCEWELL	RC1	
W8.0PRO3S	SALE AND INSTALLATION OF WESTERN 8.0 PRO SERIES 3 STEEL PLOW WITH HAND HELD CONTROLLER, ISOLATION MODULE WIRING, AND NIGHTHAWK HALOGEN LIGHTS. PARTS AND LABOR INCLUDED.	RC1	495.00
SER#	BLADE SERIAL# TBD HYDRAULIC SERIAL# TBD	RC1	
PD	ALL PLOW PRICES INCLUDE A 3% DISCOUNT FOR CASH OR CHECK PAYMENT. PAYMENT MUST BE MADE IN THE FORM OF CASH OR CHECK TO RECEIVE THIS DISCOUNT.	RC1	
LABOR	INSTALL ACCESSORY PLOW SHOE AND SHOCK ABSORBER KITS AS REQUESTED. (N/C PREFORMED AS COURTEY TO CUSTOMER)	RC1	
	***(ALL BELOW ADD ON ACCESSORIES HAVE BEEN DISCOUNTED 20% AS PER SOURCEWELL CONTRACT, SEE DISCOUNT NOTED BELOW UNDER: DISC PARTS $69.55)	RC1	

Parts

REFERENCE	DESCRIPTION	DISCOUNT	QTY	PRICE	EXT PRICE
93768	8.0 PRO-PLOW 3 BLADE STEEL		1.00	6,475.10	6475.10
75200-3	BIG BOX ASSY UT PS2 / MW		1.00	0.00	
72530	LIGHT KIT, HALOGEN, COMPLETE		1.00	0.00	
35500	FLEET FLEX CONTROLLER, HANDHELD		1.00	0.00	
85973-2	HEADLAMP HARNESS 2023 SUPER DUTY		1.00	0.00	
31270	MOUNT KIT FORD SUPERDUTY 2017 -		1.00	0.00	
29760-2	MODULE 3 PORT - SOFT START		1.00	0.00	
64392	MDW SHOE KIT	34.60	1.00	173.00	173.00
93770	KIT, SHOCK ABSORBER	34.95	1.00	174.77	174.77

Attachment: Contract for TB Agenda 2.3.2025 (RES-2025-141 : Purchase of Snow Blade: Casullo's Automotive Service, Inc. (CRS#5313))

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CASULLOS AUTO ACCESSORIES & UPHOLSTERY

YOOOOUUU KNOW IT!!!!!!!!!!

2797 ELMWOOD AVE. WWW.CASULLOS.COM
KENMORE, NY 14217
(716) 876-0916 Fax (716) 876-1835 Reg # 7054439

Preview

Customer #	18447
RO #	209799

Customer **TOWN OF AMHERST POLICE DEPT**
500 JOHN JAMES AUD PKY
AMHERST, NY 14228

W (716) 689-1370 **C (716) 689-1376**
F (716) 568-1825

Vehicle
Plate # GNV49847 NY

Date In 01/08/2025
Time In 2:59pm
Date Due 01/08/2025
Time Out 2:59pm

SERVICE REMINDERS:

Discount	**-69.**
Services	495.
Parts	6822.
Sub-Total	**7248.**
CASH/ CHECK/DEBIT TOTAL	**7,248.**
Bal Due	7,248.

TERMS NET 30 DAYS

CASULLO'S WILL NOT BE HELD RESPONSIBLE FOR SPECIAL ORDER OR PRE-PAID PARTS LEFT PAST 90 DAYS OF NOTIFICATION OR PAYMENT.

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle for purposes of testing and inspection. An express mechanics lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. A 20% restocking fee will be charged on all returned parts.

Authorization X _____

VISIT US AT WWW.CASULLOS.COM

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Attachment: Contract for TB Agenda 2.3.2025 (RES-2025-141 : Purchase of Snow Blade: Casullo's Automotive Service, Inc. (CRS#5313))

Attachment: Contract for TB Agenda 2.3.2025 (RES-2025-141 : Purchase of Snow Blade: Casullo's Automotive Service, Inc. (CRS#5313))

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: Contract for TB Agenda 2.3.2025 (RES-2025-141 : Purchase of Snow Blade: Casullo's Automotive Service, Inc. (CRS#5313))

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:

Casullo's Automotive Services Inc
Print Name of Company

By: _____
Signature

Sarah Giammarise
Printed name

Date: 11/22/25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: Contract for TB Agenda 2.3.2025 (RES-2025-141 : Purchase of Snow Blade: Casullo's Automotive Service, Inc. (CRS#5313))

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: Casullo's Automotive Services Inc

Signature: [signature]

Print Name: Scott Giacomarro

Title: Controller

Date: 1/22/25

Sworn To Before Me This

22 Day of January, 2025

[signature]
Notary Public

NANCY L. DREYER #01DR6293422
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Dec. 9, 2025

CASUAUT-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/7/2024

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

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

PRODUCER License # 1009544
Lawley, LLC
361 Delaware Avenue
Buffalo, NY 14202

CONTACT NAME: Nancy Lougheed
PHONE (A/C, No, Ext): (716) 849-8609
FAX (A/C, No): (716) 849-8291
E-MAIL ADDRESS: nlougheed@lawleyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Merchants Mutual Insurance Company	23329
INSURER B : Merchants Preferred Ins Co	12901
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Casullos Automotive Services Inc
2783 Elmwood Ave
Kenmore, NY 14217-1642

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X HIRED NONOWNED $1 Mi GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X		BOPI105283	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 300, $ 15, $ 1,000, $ 3,000, $ 2,000,
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			CAP9269598	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP9150654	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$ 3,000, $ 3,000,
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Garage & Dealers			BOPI105283	10/1/2024	10/1/2025	Limit	1,000,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured and Waiver of Subrogation coverage shown above and marked with an X. Terms set forth as evidenced by the attached endorsement(s) identified on the ACORD 101.

CERTIFICATE HOLDER

Town of Amherst
Purchasing Dept - Upper Level
5583 Main Street
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: Contract for TB Agenda 2.3.2025 (RES-2025-141 : Purchase of Snow Blade: Casullo's Automotive Service, Inc. (CRS#5313))

AGENCY CUSTOMER ID: CASUAUT-01

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 1009544	NAMED INSURED
Lawley, LLC		Casullos Automotive Services Inc 2783 Elmwood Ave Kenmore, NY 14217-1642
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

When required by executed written contract the following endorsements apply:
General Liability:
MU7824 (07 01) ADVANTAGE PLUS ENDORSEMENT
BP0009 (01 97) BUSINESSOWNERS COMMON POLICY CONDITIONS (Transfer of Rights of Recovery Against Others To Us)

Umbrella:
IL 00 17 11 98 COMMON POLICY CONDITIONS Transfer Of Your Rights And Duties Under This Policy

Auto:
CA0001 (1013) BUSINESS AUTO COVERAGE FORM

Attachment: Contract for TB Agenda 2.3.2025 (RES-2025-141 : Purchase of Snow Blade: Casullo's Automotive Service, Inc. (CRS#5313))

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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

SCAN TO VALIDATE
AND SUBSCRIBE

^^^^^^ 161390919
LAWLEY, LLC
361 DELAWARE AVENUE
BUFFALO NY 14202

POLICYHOLDER	CERTIFICATE HOLDER
CASULLOS AUTOMOTIVE SERVICE INC 2783 ELMWOOD AVE BUFFALO NY 14217	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
Z1026 377-0	460173	05/01/2024 TO 05/01/2025	5/28/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1026 377-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.
ROCCO CASULLO OF CASULLO'S AUTO-
MOTIVE SERVICE INC

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUN

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 4129998

U-26.3

Attachment: Contract for TB Agenda 2.3.2025 (RES-2025-141 : Purchase of Snow Blade: Casullo's Automotive Service, Inc. (CRS#5313))

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)
CASULLO AUTOMOTIVE SERVICE INC
2783 ELMWOOD AVE
KENMORE, NY 14217

1b. Business Telephone Number of Insured
716-876-3567

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1c. Federal Employer Identification Number of Insured or Social Security Number
161390919

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
TOWN OF AMHERST
5583 MAIN STREET
Williamsville, NY 14221

3a. Name of Insurance Carrier
AmGUARD Insurance Company

3b. Policy Number of Entity Listed in Box 1a
DB01629051

3c. Policy Effective Period
01/01/2025 to 01/01/2026

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 01/22/2025 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 800-673-2465 Name and Title Adam Edelstein President

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)

Attachment: Contract for TB Agenda 2.3.2025 (RES-2025-141 : Purchase of Snow Blade: Casullo's Automotive Service, Inc. (CRS#5313))

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 29997 **RESOLUTION 2025-142** **ADOPTED**

Training & Travel Request NCFI Digital Investigations Supervisors Course

TOWN BOARD AGENDA ITEM : FEBRUARY 3, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
NCFI Digital Investigations Supervisors Course

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled training course. This course is being held in Hoover, Alabama from March 23, 2025 through March 27, 2025. The cost for the training and travel for this course is paid for by the organization hosting the course.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: February 3, 2025)**

2/3/2025
Consent

FINANCIAL IMPACT:

No Cost

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☒ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
March 23, 2025	March 27, 2025	Hoover, AL	Digital Investigations Supervisors Cource

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee			
Other			N/A
Subtotal			N/A
Contingency - 10% of subtotal or $200			
TOTAL	0		

Request Approved By:

Department Head Signature

1/27/2025

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

X:\Policies and Procedures\Travel\Travel Expense Reimbursement 2024

Attachment: RedactedTravelFormNCFI Digital Investigations Supervisors Course Training 3.23.25 3.27.25 (RES-2025-142 : Training & Travel Request:

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 29969 **RESOLUTION 2025-143** **ADOPTED**

Request to Use Trust and Agency Funds

We respectfully request Town Board and the Supervisors permission to use $5000.00 in funds from the Trust and Agency Account.

2/3/2025
Consent

FINANCIAL IMPACT:

up to $5000.00

T2100

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

Brian J. Kulpa
Supervisor, Town of Amherst

Melissa Abel
Executive Director, Senior Center

Town of Amherst Center for Senior Services

Town Board Agenda Item for Monday, February 3, 2025

TO: The Honorable Amherst Town Board
Brian Kulpa, Town Supervisor
Councilmembers:
Jacqualine Berger
Shawn Lavin
Michael Szukala
Angela Marinucci

FROM : Melissa Abel, Director, Amherst Senior Services

SUBJECT : Request to use Trust and Agency Funds- Account T2100

DATE: January 20, 2025

I am requesting approval to spend up to a total of $5000.00 in Trust and Agency Funds, Account T2100 in 2025. These funds were donated to the Senior Center to be used for volunteer and program supplies, cards for members who are ill, decorations, caregiver support material, special events, etc., to benefit the Senior Center.

Please contact me directly should you have any questions or concerns.

Thank you.

Melissa Abel

Cc : Daryl Bramer, Comptroller, Town of Amherst
Nancy LeClair, Amherst Senior Services

Attachment: 2025 Trust and Agency request (RES-2025-143 : Request to Use Trust and Agency Funds)

370 John James Audubon Parkway~Amherst, New York~14228
Phone: 716-636-3050 Fax: 716-639-7572
AmherstCenterforSeniorServices.com

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 29981 **RESOLUTION 2025-144** **ADOPTED**

Congregate Dining 2Nd Amendment CRS #5325

We respectfully request Town Board permission to authorize the Supervisor to sign the Contract Amendment to the agreement between the Town of Amherst (Senior Services) and Erie County Senior Services (Congregate Dining) upon successful completion of the Routing Process.

2/3/2025
Consent

FINANCIAL IMPACT:

A6772-04001

2025 Revenue ($235,136)

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

Contract Second Amendment

THIS SECOND AMENDMENT made on January 1, 2025 between the **COUNTY OF ERIE**, (herein, "COUNTY") a municipal corporation of the State of New York, having its principal office in Buffalo, Erie County, New York, and **Town of Amherst by and through the Amherst Center for Senior Services,** a non-profit organization under the laws of the State of New York (herein, "AGENCY") having its office at Town Hall, 5583 Main Street, Williamsville, New York 14221; amends the agreement made between the above-named parties on the 1st day of January, 2024 effective from January 1, 2024 to and inclusive of December 31, 2026.

NOW, THEREFORE, it is mutually agreed by and between the parties:

1. Except as hereinafter set forth, this amendment is in addition to and not in substitution of the January 1, 2024 agreement between COUNTY and AGENCY, filed with the County Attorney's office as Document **#24-65-SS** (the "Agreement").
2. The Agreement is hereby amended to replace "**Schedule E: Budget Attachment Congregate Dining 2024",** with attached **"Schedule E: Budget Attachment Congregate Dining 2025".**
3. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement has been signed by the duly authorized officers of the respective parties.

COUNTY OF ERIE

_____

Mark Poloncarz/Lisa M. Chimera
County Executive/Deputy County Executive

Date: _____

Town of Amherst Center for Senior Services

_____

Brian J. Kulpa
Town Supervisor

Date: _____

Approved as to content:
By: (Electronically signed)
Amanda Bender, Deputy Commissioner Dept. of Senior Services

Date: _____

Approved as to form:
By: (Electronically signed)
Aaron Rubin, Assistant County Attorney

Date: _____

Document# 24-65-SS (AMEND 2)

Attachment: 2nd amendment-0129202509263 7 (RES-2025-144 : Congregate Dining 2Nd Amendment CRS #5325)

Amherst Congregate Dining

Schedule E: Budget Attachment
Congregate Dining 2025

	REG 2025 Amherst	FROZEN 2025 Amherst	2025 TOTAL
	$8.35	$9.25	
Total meal price	$2.50	$2.50	
Less: contributions	$0.49	$0.31	
Less:Amherst match per meal County	$5.36	$6.44	
price per meal	20800	19200	40000
Times: meals	$111,488	$123,648	$235,136
County cost for food			
Plus: cleanup & escort $s	$111,488	$123,648	$235,136
total county cash			
	$10,192	$5,952	$16,144
subcontract match	$121,680	$129,600	$251,280
total contract			

V:\Contracts\2025\Nutrition\Budgets RM edits

Attachment: 2nd amendment-01292025092637 (RES-2025-144 : Congregate Dining 2Nd Amendment CRS #5325)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 29982 **RESOLUTION 2025-145** **ADOPTED**

Class Instructor Deborah Barbour CRS #5302

We respectfully request Town Board permission to authorize the Supervisor to sign the agreement between the Town of Amherst (Senior Services) and Deborah Barbour.

2/3/2025
Consent

FINANCIAL IMPACT:

A 6772-4090

$25.00 per hour

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Deborah Barbour
(Payment/Check payable to same)

Address: 550 North Avenue

N. Tonawanda, New York 14120

Class/Activity: Woodcarving Instructor

This is a -5- **year contract.**

Start Date: January 23, 2025 **Date executed below by the Town Supervisor**

End Date: January 22, 2030

Rate per hr.: $25.00

Deborah Barbour, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Instructor/Leader Signature — Date: 1/9/2025

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name Class Instructor CRS# _____ *Vendor Name* Deborah Barbour

Contractor Commitment Form 2021

Attachment: Barbour-01102025083827-0001 (RES-2025-145 : Class Instructor Deborah Barbour CRS #5302)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 29984 **RESOLUTION 2025-146** **ADOPTED**

Class Instructor Ruth Nawotniak CRS #5303

We respectfully request Town Board permission to authorize the Supervisor to sign the agreement between the Town of Amherst (Senior Services) and Ruth Nawotniak.

2/3/2025
Consent

FINANCIAL IMPACT:

A6772-4090

$25.00 per hour

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Ruth Nawotniak
(Payment/Check payable to same)

Address: 2250 N French Rd Apt. 109

Getzville, NY 14068

Class/Activity: Bridge Lessons

This is a -5- **year contract.**

Start Date: January 27, 2025 **Date executed below by the Town Supervisor**

End Date: January 26, 2030

Rate per hr.: $25.00

Ruth Nawotniak, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Ruth H. Nawotniak — Instructor/Leader Signature

1/6/25 — Date

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name Class Instructor CRS# _____ Vendor Name Ruth Nawotniak

Attachment: Ruth Nawotniak-01102025090302 (RES-2025-146 : Class Instructor Ruth Nawotniak CRS #5303)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 29985 **RESOLUTION 2025-147** **ADOPTED**

Class Instructor Bonnie Crosby CRS #5304

We respectfully request Town Board permission to authorize the Supervisor to sign the agreement between the Town of Amherst (Senior Services) and Bonnie Crosby.

2/3/2025
Consent

FINANCIAL IMPACT:

A6772-4090

$25.00 per hour

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Bonnie Crosby
(Payment/Check payable to same)

Address: 66 Hartford Road

Amherst, NY 14226

Class/Activity: Line Dancing Instructor

This is a -5- **year contract.**

Start Date: January 27, 2025 **Date executed below by the Town Supervisor**

End Date: January 26, 2030

Rate per hr.: $25.00

Bonnie Crosby, agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.

Bonnie L. Crosby
Instructor/Leader Signature

1/6/2025
Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name Class Instructor CRS# _____ Vendor Name Bonnie Crosby

Attachment: Bonnie Crosby-01102025090242 (RES-2025-147 : Class Instructor Bonnie Crosby CRS #5304)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29922 **RESOLUTION 2025-148** **ADOPTED**

Contract Extension Legionella Testing & Certification of Cooling Towers M.I.S, of America, Inc. CRS No. 5293

The Engineering Department is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with M.I.S. of America, Inc. The terms and conditions within the current contract for Legionella Testing & Certification of Cooling Tower 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 14, 2025 through January 13, 2027

Funds for this request are available in G9916-4110 & A7253

Thank you for considering this request.

2/3/2025
Consent

FINANCIAL IMPACT:

G9916-4110 & A7253

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 M.I.S. of America, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with M.I.S. of America, Inc. Both parties agree that the terms and conditions specified in the executed contract for Legionella Testing & Certification of Cooling Tower(s) would remain the same. The term of this contract extension will be from January 14, 2025 through January 13, 2027 and be effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:
M.I.S. of America, Inc.

By: _____
Signature

Tom Walling
Printed name

WNY Rep.
Title

Date: 11/27/2024

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: M.I.S agreement (RES-2025-148 : Contract Extension)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29923 **RESOLUTION 2025-149** **ADOPTED**

Graybar/Omnia Contract Extension Graybar Electric Company, Inc. CRS No. 5307

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Graybar Electric Company, Inc. The terms and conditions within Omnia Contract EV2370 Electrical Lighting, Data Communications, Security Products, Related Products, Services, and Solutions will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from February 1, 2025 through January 31, 2029

Funds for this request are Town wide and Various, amounts TBD.

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

Thank you for considering this request.

2/3/2025
Consent

FINANCIAL IMPACT:

Town wide and Various, amounts TBD

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 Graybar Electric Company Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing Omnia Contract EV2370 with Graybar Electric Company Inc. This Omnia Contract EV2370 Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions has been extended through January 31, 2029. Both parties agree that the terms and conditions specified in Omnia Contract EV2370 will remain unchanged. The term of this contract will be from date of Town Board approval through January 31, 2029.

During the term of this Agreement, Graybar Electric Company, Inc. agrees to invoice the Town of Amherst for all parts, material and labor at the rates specified in the Omnia Partners Contract EV2370 or at further discounted rates when such rates are part of a special being offered on certain parts or special service package offered to Applied Industrial Technologies customers, it further being agreed that the prices set forth in Applied Industrial Technologies invoices shall be the price charged and that no further attempts will be made to change or seek payment of as different price.

Agreed to and Accepted by:

Graybar Electric Company Inc.

By: _____
Signature

BOB PODOMAC
Printed name

DIRECTOR FINANCE
Title

Date: 1-06-2025

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Graybar agreement (RES-2025-149 : Contract Extension - Graybar/Omnia)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29974 **RESOLUTION 2025-150** **ADOPTED**

Contract Extension - Penn Power Systems Bid 2023005 Lift Station Generator Service CRS No. 5322

The Engineering Department is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Penn Power Systems. The terms and conditions within the current contract, bid 2023005 Lift Station Generator Service will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from March 06, 2025 through March 05, 2027.

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

Funds for this request are available in G9916-4960.

Thank you for considering this request.

2/3/2025
Consent

FINANCIAL IMPACT:

G9916-4960

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 Penn Power Systems and the Town of Amherst permitting the Town of Amherst to extend their existing contract with Penn Power Systems. Both parties agree that the terms and conditions specified in the executed Bid 2023005 Lift Station Generator Service would remain the same. The term of this contract extension will be from March 06, 2025 through March 05, 2027 and be effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:
PENN POWER SYSTEMS

By: _____
Signature

Phillip Abbott
Printed name

Territory Manager
Title

Date: 12/30/2024

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Penn Power (RES-2025-150 : Contract Extension - Penn Power Systems CRS No. 5322)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29975 **RESOLUTION 2025-151** **ADOPTED**

Award of Bid - MLP Plumbing & Mechanical, Inc. WPCF: HVAC Facility Improvements, Phase 4 – Mechanical Contract Town Project No. 2017.002D

On December 19th, 2024 bids were received for the above referenced project. As per the attached bid tabulation, three (3) bids were received for the Mechanical Contract (MC).

The Engineering Department recommends award of bid items M-2 & M-3 to MLP Plumbing & Mechanical, Inc., 3198 Union Road, Cheektowaga, NY 14227 per their bid amount of $494,400.00, for the WPCF: HVAC Facility Improvements, Phase 4 – Mechanical Contract.

To provide the proper level of funding for the project bid award, the Engineering Department also requests that the Town Board approve a budget transfer of $10,000.00 from KP1724-4979 (Contingency) to KP1723-4972 (Construction).

Funds are available for this project from the following Bond Accounts:

Project Bond Name	Account No.	Amount
WPCF: HVAC Improvements Phase 4	KP-1724-4972	$371,229.76
WPCF: HVAC Facility Improvements Phase 5	KP-2348-4972	$123,170.24

May we have your approval to award MLP Plumbing & Mechanical, Inc. the above referenced contract. Thank you for your consideration of this request.

2/3/2025
Consent

FINANCIAL IMPACT:

KP-1724-4972 $371,229.76

KP-2348-4972 $123,170.24

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

Town of Amherst

WPCF HVAC Facility Improvements, Phase 4 (Re-Bid)
TOA Project No. 2017.002D - Mechanical Contract

Bids Received
Thursday, December 19, 2024 at 12:00 P.M.

No.	BIDDER	BID BOND	ALTERNATE BID ITEM NO. M-1	BASE BID ITEM NO. M-2	BASE BID ITEM NO. M-3	TOTAL BASE BID (M-2 & M-3)
1	MLP Plumbing & Mechanical, Inc.	Yes	$318,200.00	$104,500.00	$389,900.00	$494,400.00
2	Quackenbush Co., Inc.	Yes	$284,000.00	$135,000.00	$399,000.00	$534,000.00
3	Willett Builders, Inc.	Yes	$360,000.00	$150,000.00	$400,000.00	$550,000.00
4						
5						
6						
7						
8						

Bid Item Description
Alternate Bid Item No. M-1: Building 1 (Air Handling Unit)
Base Bid Item No. M-2: Building 4 (Circulation Pumps)
Base Bid Item No. M-3: Building 10 (Boilers & Circ. Pumps)
Total Base Bid (Sum of Items M-2 & M-3)

Attachment: TOA #2017.002D (Mechanical) - Bid Tabulation 12-19-2024 (RES-2025-151 : Award of Bid - MLP Plumbing & Mechanical, Inc.)

Mechanical/Electrical Engineering Consultants
Buffalo • Rochester • Syracuse • Capital District

January 22, 2025

AMHERST WPCF
HVAC IMPROVEMENTS - PHASE IV
M/E Reference 221068.00

TOWN OF AMHERST
WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK RD.
AMHERST, NY 14228

Attention: Mr. Michael Poslinski
Principal Engineer Assistant

Dear Mr. Poslinski:

We have reviewed the bids received on Thursday, January 16, 2025, for the subject project and offer the following:

We contacted the apparent low bidder, MLP Mechanical, regarding Bid Items M-2 & M-3 with a combined bid of FOUR HUNDRED NINETY-FOUR THOUSAND AND FOUR HUNDRED DOLLARS ($494,400.00).

We have discussed this bid with Mr. Mark Muskopf and Mr. Mike Murphy of MLP Mechanical, who indicated that they have reviewed and are comfortable with their bid number. Mr. Murphy indicated they anticipate using the design manufacturers specified or otherwise listed equipment for the HVAC equipment. He also stated that they intend to provide all materials per the plans and specifications utilizing one of the listed manufacturers.

We have worked successfully on past projects with this contractor. Additionally, this contractor relayed that they have done work on Town of Amherst projects and are familiar with the requirements of the Town.

We therefore recommend the mechanical contract for this project be awarded to MLP Mechanical for the total sum of FOUR HUNDRED NINETY-FOUR THOUSAND AND FOUR HUNDRED DOLLARS ($494,400.00).

Please notify our office if additional information is needed.

Sincerely,

M/E ENGINEERING, P.C.

David M. Schlant, P.E., LEED AP, NYS CEO
Principal

DMSL:scm
cc: Mr. Adam R. Lineen, P.E. - M/E Engineering, P.C.
File

Attachment: ME Engineering Recommendation Letter (#2017.002D MC) 01-22-25 (RES-2025-151 : Award of Bid - MLP Plumbing & Mechanical,

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29976 **RESOLUTION 2025-152** **ADOPTED**

Award of Bid - CIR Electrical Construction Corporation, Inc. WPCF: HVAC Facility Improvements, Phase 4 – Electrical Contract Town Project No. 2017.002D

On January 16th, 2025 bids were received for the above referenced project. As per the attached bid tabulation, one (1) bid was received for the Electrical Contract (EC).

The Engineering Department recommends award of bid items E-2 & E-3 to CIR Electrical Construction Corporation, 2517 Long Road, Grand Island, NY 14072 per their bid amount of $15,800.00, for the WPCF: HVAC Facility Improvements, Phase 4 – Electrical Contract.

Funds are available for this project from the following Bond Account:

Project Bond Name	Account No.	Amount
WPCF: HVAC Facility Improvements Phase 5	KP-2348-4972	$15,800.00

May we have your approval to award CIR Electrical Construction Corporation the above referenced contract. Thank you for your consideration of this request.

2/3/2025
Consent

FINANCIAL IMPACT:

KP-2348-4972 $15,800.00

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

Mechanical/Electrical Engineering Consultants
Buffalo • Rochester • Syracuse • Capital District

January 22, 2025

AMHERST WPCF
HVAC IMPROVEMENTS - PHASE IV
M/E Reference 221068.00

TOWN OF AMHERST
WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK RD.
AMHERST, NY 14228

Attention: Mr. Michael Poslinski
Principal Engineer Assistant

Dear Mr. Poslinski:

We have reviewed the bids received on Thursday, January 16, 2025, for the subject project and offer the following:

We contacted the apparent low bidder, CIR Electrical Construction Corp., regarding Bid Items E-2 & E-3 with a combined bid of FIFTEEN THOUSAND EIGHT HUNDRED DOLLARS ($15,800.00).

We have discussed this bid with Mr. Norm Hartman of CIR Electrical Construction Corp., who indicated that they have reviewed and are comfortable with their bid number. Mr. Hartman indicated they anticipate using the design manufacturers specified or otherwise listed equipment for the electrical equipment. He also stated that they intend to provide all materials per the plans and specifications utilizing one of the listed manufacturers.

We have worked successfully on past projects with this contractor. Additionally, this contractor relayed that they have done work on Town of Amherst projects and are familiar with the requirements of the Town.

We therefore recommend the mechanical contract for this project be awarded to CIR Electrical Construction Corp. for the total sum of FIFTEEN THOUSAND EIGHT HUNDRED DOLLARS ($15,800.00).

Please notify our office if additional information is needed.

Sincerely,

M/E ENGINEERING, P.C.

David M. Schlant, P.E., LEED AP, NYS CEO
Principal

DMS:scm
cc: Mr. Brian P. Thompson - M/E Engineering, P.C.
File

Attachment: ME Engineering Recommendation Letter (#2017.002D EC) 01-22-25 (RES-2025-152 : Award of Bid - CIR Electrical Construction

Town of Amherst

WPCF HVAC Facility Improvements, Phase 4 (Re-Bid)
TOA Project No. 2017.002D - Electrical Contract

Bids Received
Thursday, January 16, 2025 at 12:00 P.M.

No.	BIDDER	BID BOND	ALTERNATE BID ITEM NO. E-1	BASE BID ITEM NO. E-2	BASE BID ITEM NO. E-3	TOTAL BASE BID (E-2 & E-3)
1	CIR Electrical Construction Corp.	Yes	$32,800.00	$6,200.00	$9,600.00	$15,800.00

Bid Item Description
Alternate Bid Item No. E-1: Building 1 (Air Handling Unit)
Base Bid Item No. E-2: Building 4 (Circulation Pumps)
Base Bid Item No. E-3: Building 10 (Boilers & Circ. Pumps)
Total Base Bid (Sum of Items E-2 & E-3)

Attachment: TOA #2017.002D (Electrical) - Bid Tabulation 01-16-2025 (RES-2025-152 : Award of Bid - CIR Electrical Construction Corporation,

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29977 **RESOLUTION 2025-153** **ADOPTED**

De-Ionized Water Treatment Evoqua Water Technologies CRS No. 5323

The WPCF is requesting that the Town Board authorize the Supervisor to sign a service agreement with Evoqua Water Technologies. Evoqua is the sole source, factory authorized service provider for the WPCF's De-Ionized Water Production System, which is critical to the lab at the WPCF. The term of this contract will be from date of execution by the Town of Amherst through February 28, 2026.

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

Funds will be available in G9916-4860.

Thank you for considering this request.

2/3/2025
Consent

FINANCIAL IMPACT:

G9916-4860

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 Evoqua Water Technologies and the Town of Amherst permitting the Town of Amherst to enter into a one year service contract according to the attached renewal request. The term of this contract will be from date of Town Board approval by the Town of Amherst through February 28, 2026.

Agreed to and Accepted by:

EVOQUA WATER TECHNOLOGIES

By: _____
Signature

Sharon Kula
Printed name

Area/District Manager
Title

Date: 1/24/2025

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DOC012925-01292025081200 (RES-2025-153 : De-Ionized Water Treatment)

EVOQUA WATER TECHNOLOGIES

Remittance Address:
28563 Network Place
Chicago, IL 60673

24hr Customer Service: (800) 466-7873
Tax ID Number: 80-0909020

Sign and return this *with your account number* via fax to (724)-572-0210 or email to porenewal@xylem.com

Date: December 17, 2024
To: CRYSTAL RUSSELL
CITY OF AMHERST
WASTEWATER TREATMENT 16
455 TONAWANDA CREEK RD
AMHERST, NY 14228-1230

Net Terms: N30 days
Phone: (716) 691-9771 X-8010
Fax: (716) 691-4496
Email: **CRUSSELL@AMHERST.NY.US**

Branch: 030 Upstate NY 40567154

Reference: **Acct:** 0302096448 **Current PO: 2410493** **Current Pricing Expires: 2/28/2025**

>>> PLEASE NOTE: Completed Renewal letter or hard copy PO receipt required prior to expiration date referenced above <<<

Dear valued customer,

Thank you for being an Evoqua customer, as well as for allowing us to fulfill your water treatment needs. As your current purchase order will run out of funds soon, we look forward to extending our current engagement. The prices listed below will apply for the **12 Month** period immediately following the date above. If you do not currently issue blanket PO's to Evoqua for the services we provide, prices are subject to change without notice. Upon completion of this document, Evoqua Water Technologies LLC's Terms & Conditions will apply. The link is located at https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services. For additional services or labor not included here, please call for rates. The schedule below is based on the systems current **minimum annual** service frequency. **We appreciate your continued use of Evoqua's water services.**

See Page 2

AUTO RENEWAL: This agreement will automatically renew using the payment method selected below or (if blank) as previously provided unless buyer expressly wishes to opt-out of this agreement. Evoqua Water Technologies, LLC will notify you of any price changes to allow an opportunity to authorize additional funds if required.

(X) **I DO NOT WISH TO AUTORENEW**

Please choose one of the following payment options:

( ) **PLEASE AUTO-RENEW MY ACCOUNT WITH THE SAME PO REFERENCED ABOVE**

( ) **VISA / MASTER CARD / AMEX:** CIRCLE ONE PLEASE. If paying by credit card, an additional usage fee may apply per invoice.
EXP DATE:_____ **CARD#**_____ **NAME ON CARD:**_____
****Please provide email where credit card invoice receipts need to be sent:** _____

( ) **PURCHASE ORDER:** Service will be performed at the estimated frequency above or sooner and an invoice referencing the purchase order will be sent.
PO (# or authorized name if no purchasing system) **EXPIRATION DATE:**

To speak with your representative, contact Jocelin OBriant via PH 724-772-6564 or jocelin.obriant@xylem.com

PRINT NAME / DATE **PHONE NUMBER**

CUST SIGNATURE / TITLE **EMAIL ADDRESS**

IF TAX-EXEMPT, please provide a certificate issued to: Evoqua Water Technologies, LLC

Attachment: DOC012925-01292025081200 (RES-2025-153 : De-Ionized Water Treatment)

Reference: **Acct:** 0302096448 **Current PO: 2410493** **Current Pricing Expires: 2/28/2025**

THIS IS NOT AN INVOICE

Schedule of Services

Part Number	Description	Qty	Frequency	Unit Price	Minimum Yearly Total
W3TSP3006	FUEL/ENERGY SURCHARGE - SERVICE @ $35 p/visit	1	12 Months	$105.00	$105.00
W3TSP3011	PM CONTRACT RECURRING - PARTS & LABOR	1	12 Months	$10,740.00	$10,740.00
W2T149194	FILTER CTRDG,20" 0.2UM CDE F POLYSUL N	1	6 Months	$0.00	$0.00
W2T149194	FILTER CTRDG,20" 0.2UM CDE F POLYSUL N	1	Over Annual Qty	$192.00	varies
W2T149272	MEMBRANE USF BW30-4040 DRY w/COUPLER	1	12 Months	$0.00	$0.00
W2T149272	MEMBRANE USF BW30-4040 DRY w/COUPLER	1	Over Annual Qty	$361.00	varies
W2T159653	CART 20" X 4.5 BB 5UM CODE F PP STR	1	3 Months	$0.00	$0.00
W2T177748	O-RING, SI F/GL BS118;	2	12 Months	$0.00	$0.00
W2T182120	CLEANER, MINNCARE 1 QUART (4 QT = 1 CASE	4	12 Months	$0.00	$0.00
W2T182120	CLEANER, MINNCARE 1 QUART (4 QT = 1 CASE	1	Over Annual Qty	$77.00	varies
W2T182518	UV,LAMP BRK DWN PHOTO-OXI ORG-CONT;	1	12 Months	$0.00	$0.00
W2T182518	UV,LAMP BRK DWN PHOTO-OXI ORG-CONT;	1	Over Annual Qty	$411.00	varies
W2T183545	TUBE, QUARTZ CENTRA/MEDICA	1	12 Months	$0.00	$0.00
W2T187407	VENT,FLTR HIGH FLOW CENTRA LC173	1	6 Months	$0.00	$0.00
W2T187407	VENT,FLTR HIGH FLOW CENTRA LC173	1	Over Annual Qty	$811.00	varies
W2T911441	MEMBRANE EVOQUA BW30 PRO-4040 w/CPLR DRY	1	12 Months	$0.00	$0.00
W2T911441	MEMBRANE EVOQUA BW30 PRO-4040 w/CPLR DRY	1	Over Annual Qty	$400.00	varies
W3TSP4449	INSP & RECORD LAB POU PERFORMANCE DATA	1	3 Months	$0.00	$0.00
W3TSP4607	PERFORM & REPLCE VENT FLTR MAINT PER PMI	1	6 Months	$0.00	$0.00
W3TSP4678	PERFORM & REPLACE UV LAMP MAINT PER PMI	1	12 Months	$0.00	$0.00
W3TSP4693	PERFORM & SANITIZE STORAGE TANK PER PMI	1	12 Months	$0.00	$0.00
W3TSP4814	REPLACE INTERNAL PRE-TREATMENT FILTER	1	3 Months	$0.00	$0.00
W3TSP5225	PREVENTATIVE MAINTENANCE	1	3 Months	$0.00	$0.00
W3TSP5755	TAKE TOC WATER SAMPLE FINAL PROD WATER	1	12 Months	$0.00	$0.00
W3TSP5756	COND PROD WATER SAMPLE & TEST (OFFSITE)	1	12 Months	$0.00	$0.00
W5TDIMB10120FSP	SDI MIXBED1 1.2CF FBGLS STD POT	1	12 Months	$0.00	$0.00
W5TDIMB10120FSP	SDI MIXBED1 1.2CF FBGLS STD POT	1	Over Annual Qty	$314.00	varies
W5TDIMB10360FSP	SDI MIXBED1 3.6CF FBGLS STD POT	1	6 Months	$0.00	$0.00
W5TDIMB10360FSP	SDI MIXBED1 3.6CF FBGLS STD POT	1	Over Annual Qty	$314.00	varies
W5TDIRAC0360FSP	SDI REACT CARBON 3.6CF FBGLS STD PO	1	6 Months	$0.00	$0.00
W5TDIRAC0360FSP	SDI REACT CARBON 3.6CF FBGLS STD PO	1	Over Annual Qty	$314.00	varies
MINIMUM YEARLY TOTAL:					$10,845.00

*****A fuel/energy surcharge of $35.00 per service visit is in effect. A chemical surcharge based on tank size will be applied to each tank exchanged for SDI and WWIX service visits. Surcharge pricing may change throughout the engagement period (subject to market conditions). Failure to provide a purchase order for this renewal notice, will result in a $100 administration fee for the processing of an alternate form of payment**.*

**For SDI customers; Tanks that are included in the exchange items listed above are leased and remain the property of Evoqua. Tanks will be exchanged every six months or sooner (unless digitally monitored), per terms of the tank lease*.*

Attachment: DOC012925-01292025081200 (RES-2025-153 : De-Ionized Water Treatment)

EVOQUA
WATER TECHNOLOGIES

January 29, 2025

City Of Amherst, NY
Attn: Thomas Dean
455 Tonawanda Creek Rd.
Amherst, NY 14228

RE: Sole Source Letter

The Deionized Water Systems in your facilities consist of regenerable ion exchange tanks which remain the property of Evoqua Water Technologies, LLC. These tanks contain a cation and an anion mixed resin bed which exhaust based on water influent quality as the IO exchange process takes place. Once exhausted, the tanks need to be regenerated with a chemical regeneration. As the resin and tanks remain the property of Evoqua Water Technologies, LLC, we are the only company authorized to perform any service on these tanks.

The price charged to the City of Amherst, NY is no less favorable than the price charged to other city, state, or federal agencies for a comparable system, in the same or substantially the same quantities, governed by the same or substantially the same terms and conditions.

With kind regards,

Sharon Kula
Area/District Manager
Evoqua Water Technologies, LLC
Integrated Solutions & Services

Attachment: DOC012925-01292025081200 (RES-2025-153 : De-Ionized Water Treatment)

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. ~~Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date~~ and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.

3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

(May 2015)

Attachment: DOC012925-01292025081200 (RES-2025-153 : De-Ionized Water Treatment)

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Attachment: DOC012925-01292025081200 (RES-2025-153 : De-Ionized Water Treatment)

Addendum to Contract Major Exposure

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

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

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

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

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

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

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

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

Attachment: DOC012925-01292025081200 (RES-2025-153 : De-Ionized Water Treatment)

any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

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

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

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

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

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.

Attachment: DOC012925-01292025081200 (RES-2025-153 : De-Ionized Water Treatment)

(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

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

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

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

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

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

Attachment: DOC012925-01292025081200 (RES-2025-153 : De-Ionized Water Treatment)

Agreed to and Accepted by:

Evoqua Water Technologies, LLC

By:
Sharon Kula
1/24/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DOC012925-01292025081200 (RES-2025-153 : De-Ionized Water Treatment)

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

Company Name: Evoqua Water Technologies, LLC

Signature: [signature]

Print Name: Sharon Kula

Title: Area/District Manager

Date: 1/24/2025

Revised 8.2023

Attachment: DOC012925-01292025081200 (RES-2025-153 : De-Ionized Water Treatment)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2024

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

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

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 CN108453421-Evoqu-GAWU-24-25	CONTACT NAME: ... PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED EWT Holdings III Corp Evoqua Water Technologies, LLC 310 Waters St SE Washington, DC 20003	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA — 19445 INSURER B : AIU Insurance Co. — 19399 INSURER C : Allianz Global Risk US Insurance Company — 35300 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** NYC-011890171-03 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			3609404	10/31/2024	10/31/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 6,000,000
	OTHER:						SIR: $1,000,000	$
A	AUTOMOBILE LIABILITY			3135727 (AOS)	10/31/2024	10/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
A	X ANY AUTO			3135728 (MA)	10/31/2024	10/31/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			USL00109924	10/31/2024	10/31/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			14111904 (AOS)	10/31/2024	10/31/2025	X PER STATUTE OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N/A		14111907 (WI)	10/31/2024	10/31/2025	E.L. EACH ACCIDENT	$ 2,000,000
B	(Mandatory in NH)			14111905 (CA)	10/31/2024	10/31/2025	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			14111906 (OR)	10/31/2024	10/31/2025	E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A	AUTO BUFFER - EXCESS FOR AUTO ONLY			42-XSF-326265-03	10/31/2024	10/31/2025	LIMITS:	5,000,000

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

RE: Bill To# 1036776

Certificate Holder is included as additional insured (except Workers Compensation) as required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER

CITY OF AMHERST
455 TONAWANDA CREEK RD
AMHERST, NY 14228-1230

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN108453421
LOC #: New York

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.	NAMED INSURED EWT Holdings III Corp Evoqua Water Technologies, LLC 310 Waters St SE Washington, DC 20003
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Evoqua will be included as an insured under Xylem Inc. effective 12/31/2023.

Attachment: DOC012925-01292025081200 (RES-2025-153 : De-Ionized Water Treatment)

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) EWT Holdings III Corp. Evoqua Water Technologies LLC 210 Sixth Avenue, Suite 3300 Pittsburgh, PA 15222 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 914-323-5783 1c. NYS Unemployment Insurance Employer Registration Number of Insured 45-12205 1d. Federal Employer Identification Number of Insured or Social Security Number 80-0909020
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST 455 TONAWANDA CREEK RD. AMHERST, NY 14228	3a. Name of Insurance Carrier AIU Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 014111904 3c. Policy effective period 10/31/2024 to 10/01/2025 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: Don Bailey
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Don Bailey 1/28/2025
(Signature) (Date)

Title: CEO North America

Telephone Number of authorized representative or licensed agent of insurance carrier: 212-770-7000

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: DOC012925-01292025081200 (RES-2025-153 : De-Ionized Water Treatment)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: DOC012925-01292025081200 (RES-2025-153 : De-Ionized Water Treatment)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) Evoqua Water Technologies LLC 6713 Collamer Road Syracuse, NY 13057 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 80-0909020
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 455 Tonawanda Creek Road Amherst, NY 14228	3a. Name of Insurance Carrier First Reliance Standard Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL1330000054 3c. Policy effective period 1/1/2024 to 6/20/2025

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 6/20/2024 By Richard A. Vogenitz Digitally signed by Rick Vogenitz DN: cn=Rick Vogenitz, o=Reliance Standard Life Insurance Company, ou, email=richard.vogenitz@rsli.com, c=US Date: 2019.03.26 09:58:58 -04'00'

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

Telephone Number 267-256-4228 Name and Title Richard A. Vogenitz Sr. Compliance Analyst

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

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

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

State of New York
Workers' Compensation Board

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

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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

DB-120.1 (10-17)

DB-120.1 (10-17)

Attachment: DOC012925-012920250812000 (RES-2025-153 : De-Ionized Water Treatment)

Additional Instructions for Form DB-120.1

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

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

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

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

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

Attachment: DOC012925-01292025081200 (RES-2025-153 : De-Ionized Water Treatment)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29925 **RESOLUTION 2025-154** **ADOPTED**

Grant Disbursement Agreement (DASNY) - CRS #5306

Authorize the Supervisor to sign a Grant Disbursement Agreement between the Town of Amherst and DASNY for the construction of pickleball courts at Royal Park, pending successful completion of the contract routing process.

2/3/2025
Consent

FINANCIAL IMPACT:

$100,000.00 revenue

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: 02/03/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29958 **RESOLUTION 2025-155** **ADOPTED**

Vendor Fees

WHEREAS, The Market at Bassett is entering its 5th year, and

WHEREAS, The Market has grown exponentially from its first iteration, and

WHEREAS, vendor fees have not been increased since the Market's inception, and

WHEREAS, there is now a waiting list for vendors for certain dates, and

WHEREAS, the Youth & Recreation Department seeks to keep vendor fees low but acknowledges that operational costs have increased over the past 5 years, and

WHEREAS, all vendor fees go to enhancing the Market experience for all,

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board approves an increase of $5.00, raising the vendor fee to $25.00 per vendor per Market.

2/3/2025
Consent

FINANCIAL IMPACT:

Increase in revenue to A 7145.01980

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: 02/03/25 07:00 PM
Department: Councilmembers
DOC ID: 29921

COMMUNICATION 2025-1

RECEIVED & FILED

2024 Amherst Disability Committee Annual Report

Erica Rodman, Chair of Amherst Committee on Disabilities, submitted the 2024 Annual Report of the Committee on Disabilities.

2/3/2025
Received & Filed

FINANCIAL IMPACT:

None.

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

Annual Report of the Amherst Committee on Disabilities for 2024
Presented to the Town Board

I. Meeting Dates

1. **February 12, 2024**
2. **March 4, 2024**
3. **April 15, 2024**
4. **May 6, 2024**
5. **June 3, 2024**
6. **August 12, 2024**
7. **September 9, 2024**
8. **October 7, 2024**
9. **November 4, 2024**

II. Special Guests

1. **February 12, 2024**
   - Laurie Stillwell (ADU Pilot Program)
2. **April 15, 2024**
   - Anne Dafchik (Town Architect)
   - Parkitects Inc. Representatives
3. **May 6, 2024**
   - Chris Schregel (Engineering Department)
4. **August 12, 2024**
   - David Willer (IT Department)
5. **September 9, 2024**
   - Brandon Peters & Daric Will (Emergency Services and Safety)
6. **October 7, 2024**
   - Chief Chamberlin (Amherst Police Department)
   - Samuel Alba (Town Attorney)
7. **November 4, 2024**
   - Steven Floss (Highway Department)

III. Key Projects & Accomplishments

1. **Accessibility Initiatives**

Attachment: TOACOD_Annual Report 2024 (COM-2025-1 : 2024 Amherst Disability Committee Annual Report)

- **FM System**: Collaborated with the IT Department and Town Board on ongoing improvements and accessibility for Town Board meetings.
- **Website Accessibility**: Initiated updates to improve inclusivity, readability, and made suggestions for improved accessibility icons and resource pages.
- **Sidewalk Accessibility**: Continued discussions on sidewalk repair responsibilities and residents' role in maintaining sidewalks.
- **Amherst Central Park:** Collaborated with Anne Dafchik and Parkitects Inc. representatives on the new inclusive playground.

2. **Disability Awareness**
   - Successful collaboration with the Amherst Police Department on disability awareness and service animal training.
   - Ongoing work on Video Remote Interpreting (VRI) for Town facilities.
   - Advocacy for emergency shelters and transportation accessibility.
3. **Health Fair and Outreach**
   - Supported the Senior Center Health Fair in July, addressing topics like service dog access, Committee Mission Statement, and aging with disabilities.
4. **Committee Membership & Administration**
   - New liaison, Angela Marinucci, enhanced Committee functions.
   - New member, Jamie Mobberly, joined in February 2024.
   - Recruited new members appointed to join 2025 – 2027 term.
   - Five Committee members' terms expired in December 2024, with recommendations made for reappointments.
5. **Public Engagement**
   - Enhanced community engagement through public meetings, where accessibility concerns such as stop sign visibility and "Child with Autism" signage were addressed.
   - Introduced improvements to the Committee's online presence, including social media and webpage updates.
   - Effectively managed challenges with disruptive individuals, ensuring that meetings adhered to rules of order and accessibility standards while maintaining a focus on the Committee's mission to serve the community.
   - Worked with a resident on a traffic concern on Getzville Rd. to enhance safety for disabled residents and pedestrians.
   - Advocated for accessibility issues related to APS signals in the community, including malfunctioning signals and obstructed pathways.

IV. Projects to Carry Into 2025

1. **Disability Awareness Training**
   - Plan for continued biannual training for Amherst Police Officers, including service animal law and VRI training.
2. **VRI for Town Facilities**

Attachment: TOACOD_Annual Report 2024 (COM-2025-1 : 2024 Amherst Disability Committee Annual Report)

   - Ensure the implementation of Video Remote Interpreting systems across Town facilities in 2025.
3. **Sidewalk and Roadway Accessibility**
   - Further collaboration with the Highway Department to address sidewalk repair responsibilities and ensure better accessibility around the town.
4. **Amherst Central Park**
   - Continue to advise on best practices for accessibility regarding the park and the inclusive playground.
5. **Emergency Preparedness**
   - Explore additional emergency preparedness measures, focusing on accessibility and inter-departmental communication during crises.
6. **Website Accessibility**
   - Continue improvements to the Town website, including more detailed accessibility features and user-friendly design updates.
7. **Promote Inclusivity in Public Spaces**
   - Further work on enhancing Town Board meeting accessibility, including signage, devices, and improvements to hearing assistance systems.
8. **Amherst Bike Path Emergency Phones**
   - Work with the Town Board to update the Emergency Phone System on the Amherst Bike Path.

V. Conclusion

2024 was a productive year for the Amherst Committee on Disabilities, with a focus on enhancing accessibility across public spaces and increasing the Town's awareness of disability issues. The Committee looks forward to continuing this momentum into 2025 with a renewed focus on training, public outreach, and system improvements that benefit all residents. We thank the Town Board for its continued support and look forward to further collaboration on these important initiatives.

Prepared by: Erica Rodman, Chair, Amherst Committee on Disabilities

Attachment: TOACOD_Annual Report 2024 (COM-2025-1 : 2024 Amherst Disability Committee Annual Report)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Clerk
DOC ID: 29955

COMMUNICATION 2025-2 **APPROVED**

Fee Request Waiver - Windermere Boulevard Elementary School

Request from Windermere Boulevard Elementary School seeking a waiver of the fire prevention permit fee for a pancake breakfast to be held on February 1, 2025.

The Building Commissioner response is attached.

2/3/2025
Consent

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

Koller, Timothy

From: ann marie caruso
Sent: Friday, January 3, 2025 1:06 PM
To: Koller, Timothy
Subject: Request fee waived

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.

requesting for permit fee waived,

Thanks

Amherst Town Board

5583 Main st

Amherst NY 14221

Dear Town Board Members,

I am writing on behalf of the Windemere Boulevard Elementary School PTA. We are preparing for out annual pancake breakfast which will be held on Saturday February 1, 2025, from 9am-11am in the cafeteria of our school.

In order to operate the propane griddles necessary to prepare the items we must obtain a permit and have the connections checked prior to operating.

We are asking for the consideration of having the permit fee waived in order to keep the cost down as this is not a fund raiser but a school and social event.

Please feel free to contact me should you need future information.

Attachment: windermere fee waiver request (COM-2025-2 : Fee Request Waiver - Windermere Boulevard Elementary School)

With respect,

Ann-Marie Bosch

CAUTION: The documents and information included with this e-mail transmittal contains information from Spectrum Health & Human Services, which is confidential and/or privileged and/or exempt from disclosure under applicable laws, including Federal Title 42, CFR, part 2 for the use of the addressee. You are hereby notified that any disclosure, copying, distribution, or use of the contents of the e-mailed information by other than the addressee is prohibited.

CAUTION: The documents and information included with this e-mail transmittal contains information from Spectrum Health & Human Services, which is confidential and/or privileged and/or exempt from disclosure under applicable laws, including Federal Title 42, CFR, part 2 for the use of the addressee. You are hereby notified that any disclosure, copying, distribution, or use of the contents of the e-mailed information by other than the addressee is prohibited.

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

Agenda Item

DATE: January 23, 2025

TO: Town Board

FROM: Mark S. Berke, P.E., Commissioner of Building

RE: Request for Waiver of Fire Prevention Permit Fee for Pancake Breakfast at the Windermere Boulevard School

In response to the letter received January 3, 2025, from Ann-Marie Bosch, Windermere Boulevard Elementary School PTA, regarding a Pancake Breakfast to be held on February 1, 2025 at the Windermere Boulevard Elementary School, this memo serves to recommend approval of this request to waive the fee associated with a fire prevention permit.

Please contact me if you have any questions regarding this matter.

Mark S. Berke, P.E.
Commissioner of Building

CC: Bryan Parnell, Sr. Fire Inspector
Timothy Koller, Town Clerk

Attachment: Windermere School Fire Prevention Permit Fee Waiver_1-23-25 (COM-2025-2 : Fee Request Waiver - Windermere Boulevard

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Clerk
DOC ID: 30007

COMMUNICATION 2025-3 **APPROVED**

North Amherst Volunteer Fire Co. - Fee Waiver Request

Request from North Amherst Volunteer Fire Co. for fee waivers related to the planned construction of new truck bay at 2200 Tonawanda Creek Road. The Building Commissioner response is attached.

2/3/2025
Consent

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

North Amherst Volunteer Fire Co., Inc.

Established 1929

17 January 2025

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

Subject: Proposed addition to North Amherst Fire Company

Dear Ms. Francina.

The North Amherst Fire Company respectfully requests that the Town of Amherst waive all fees associated with the planned construction of a new truck bay to the North Amherst Fire Company building located at 2200 Tonawanda Creek Road.

The North Amherst Fire Company requests the waiving of fees in order that taxpayer dollars can be saved for residents of North Amherst.

The consideration of this matter by the Supervisor and Town Councilmembers is greatly appreciated.

Firematically Yours,

Grace M. Taylor
Recording Secretary
North Amherst Fire Company

Attachment: N Amherst Fire Co fee waiver request (COM-2025-3 : North Amherst Volunteer Fire Co. - Fee Waiver Request)

Koller, Timothy

From: Berke, Mark S.
Sent: Wednesday, January 29, 2025 1:12 PM
To: Koller, Timothy
Subject: Re: Fee Waiver Request

Follow Up Flag: Follow up
Flag Status: Flagged

Tim,

A letter dated January 17, 2025 was received from Grace Taylor, Recording Secretary for the North Amherst Fire Hall, requesting the Town of Amherst waive all fees associated with the permitting for construction of a new truck bay at their existing building located at 2200 Tonawanda Creek Rd. As the Commissioner of Building, I am recommending any and all fees associated with the permitting for the proposed construction of the new truck bay at the North Amherst Fire Hall.

Sincerely,

Mark S. Berke, P.E., CFM, C.E.M., GBE
Commissioner of Building
Town of Amherst Building Department
(716) 631-7080
(716) 631-7192 Fax
mberke@amherst.ny.us

From: "Koller, Timothy" <tkoller@amherst.ny.us>
Date: Monday, January 27, 2025 at 11:17 AM
To: "Berke, Mark S." <mberke@amherst.ny.us>
Subject: RE: Fee Waiver Request

Email will just be fine

From: Berke, Mark S. <mberke@amherst.ny.us>
Sent: Monday, January 27, 2025 11:12 AM
To: Koller, Timothy <tkoller@amherst.ny.us>
Subject: Re: Fee Waiver Request

Tim,

I am at Code School through Wednesday. I will be back in the office on Thursday. Do you need a response prior to that? If so, will an email response satisfy?

Thanks,

Mark S. Berke, P.E., CFM, C.E.M., GBE
Commissioner of Building

Attachment: berke response (COM-2025-3 : North Amherst Volunteer Fire Co. - Fee Waiver Request)

Town of Amherst Building Department
(716) 631-7080
(716) 631-7192 Fax
mberke@amherst.ny.us

From: "Koller, Timothy" <tkoller@amherst.ny.us>
Date: Monday, January 27, 2025 at 9:22 AM
To: "Berke, Mark S." <mberke@amherst.ny.us>
Subject: Fee Waiver Request

Hi Mark,

Could you please send me your response to the email below requesting a fee waiver?

Thank you.

Tim

Timothy J. Koller
Deputy Town Clerk
Town of Amherst
(716) 631-7043

Attachment: berke response (COM-2025-3 : North Amherst Volunteer Fire Co. - Fee Waiver Request)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Clerk
DOC ID: 29938

COMMUNICATION 2025-4 **REFERRED**

Correspondence from Sean Hopkins, Esq. - Sawyer's Landing Mixed-Use Project

Letter from Sean Hopkins, Esq. regarding the formation of the "Sawyer's Landing Sewage Works Corporation" and "Sawyer's Landing Water Works Corporation".

2/3/2025
Referred to Attorney & Planning

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

January 15, 2025

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Sawyer's Landing Mixed-Use Project
Location: 42-50 Dodge Road
Applicant/Project Sponsor: Sawyers Landing LLC
File 10160.6

Dear Supervisor Kulpa:

This letter is being submitted for the purpose of requesting that the Town Board adopt a resolution during its upcoming meeting on Tuesday, January 22nd for the purpose of consenting to the formation of the "Sawyer's Landing Sewage Works Corporation" and "Sawyer's Landing Water Works Corporation" in connection with proposed residents lots for townhomes for sale that will be serviced by privately owned infrastructure.

Please feel free to contact me at 716.510-4338 or via e-mail at shopkins@hsmlegal.com if you have any questions.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Jeff Burroughs, P.E., Town Engineer
Martin Pollowy, Esq., Town Attorney
Samuel Alba, Esq., Town Attorney
Scott Marshall, Senior Planner
Brad F. Randaccio, Esq.
William Severyn

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-01-15-25 (COM-2025-4 : Correspondence from Sean Hopkins, Esq. - Sawyer's Landing Mixed-Use Project)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Clerk
DOC ID: 29970

COMMUNICATION 2025-5 **REFERRED**

Correspondence from Sean Hopkins, Esq. - Address Change

Letter from Sean Hopkins, Esq. regarding a request to approve an address change from 1 Beresford Court to 6700 Main Street.

2/3/2025
Referred to Fire Control & Attorney to prepare a resolution

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

January 27, 2025

Brian J. Kulpa, Town Supervisor
Town of Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Re: Request to Approve Address Change from 1 Beresford Court
to 6700 Main Street
Applicant: Limestone Services Center, LLC

Dear Supervisor Kulpa and Councilmembers:

During its meeting on December 16, 2024, the Town Board received and filed the letter prepared by Marc I. Rosenthal of Limestone Services Center, LLC, dated December 8, 2024, requesting to that the Town Board approve a requested change of the address of the existing office building located at 1 Beresford Court, which has frontage on Main Street, to 6700 Main Street. A copy of the letter from Mr. Rosenthal to the Town Board dated December 8, 2024 is attached as Exhibit "1".

This letter is being submitted to request that the Town Board approve the requested address of 6700 Main Street during its upcoming meeting on Monday, February 3rd at 7:00 p.m.

If you have any questions regarding this matter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Shawn Lavin, Deputy Supervisor
Jacqualine Berger, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director
Sam Alba, Esq., Town Attorney
Marc I. Rosenthal, Limestone Services Center, LLC

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Drive, Suite 100, Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hanlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-Date-01-27-25 (COM-2025-5 : Correspondence from Sean Hopkins, Esq. - Address Change)

Exhibit 1

Attachment: Kulpa-Ltr-Date-01-27-25 (COM-2025-5 : Correspondence from Sean Hopkins, Esq. - Address Change)

Limestone Services Center, LLC
6700 Main Street - 1 Beresford Ct.
Williamsville, NY 14221

December 8, 2024

Town of Amherst Town Board
5583 Main St.
Williamsville, NY 14221

Re: Use of Main Street Address for 1 Beresford Court.

Dear Supervisor Kulpa & Councilmembers:

We are writing to respectfully request that the Town of Amherst Town Board and its various Departments approve our request to change the address for our recently purchased office building at 1 Beresford Court to 6700 Main Street.

Our entity, Limestone Services Center, LLC purchased the building in April 2024. Prior to the closing on the purchase of the property, it was confirmed with the US Postal Service that 6700 Main Street was an acceptable address to receive mail and deliveries to the building located at the on southeast corner of Main Street and Beresford Court. Their response indicated that the US Postal Service views the front door, which directly faces Main Steet, as 6700 Main Street for Mail and delivery service.

Regardless of what transpired in the past, there has been a substantial change of circumstance on Main Street since 1998, and we are asking to have that decision reconsidered and allow us to advertise our Main Street location like so many other businesses with property with frontage on Main Street located along the Main Street corridor. .

We researched every building on Main St between Transit Rd and Evans Rd. There are 18 buildings (some older than ours) with the following characteristics:

- Corner lot;
- Main Street frontage;
- No driveway on Main Street; and
- Use a Main Street address on their building and signage

A list of the 18 addresses is provided below as follows:

5808 Main St.

5813 Main St.

5839 Main St.

Attachment: Kulpa-Ltr-Date-01-27-25 (COM-2025-5 : Correspondence from Sean Hopkins, Esq. - Address Change)

5870-5872 Main St.

5888 Main St.

The new build located at the corner of Main & Highland 5913 Main St.

5920-5930 Main St.

5959 Main St.

6333 Main St.

6363 Main St.

6467 Main St.

6565 Main St.

6580 Main St.

6760 Main St.

6770 Main St.

6779 Main St.

6790 Main St.

There are no buildings located on Main Street with the first three characteristics described herein that do not use a Main Street address.

The occupants of this building are comprised of four small businesses that collectively employ over 60 people, and due to the nature of our companies, we bring thousands of consumers to our building annually. These consumers come from all over Buffalo, and its suburbs, and patronize other local business while in the area. Beresford Court, which is exclusively a residential street, would be unfamiliar to people visiting our business, and even more so when they are from outside of the Town of Amherst.

Since acquiring this office building in April, we have renovated extensively, including maintenance, repairs, and paint to the exterior facade and a landscaping overhaul, attempting to be consistent with the high standards of our Main Street neighbors.

Our request is quite clearly founded in the new precedent that has been established, and now appears to be a norm, since a previous request was last made nearly 40 years ago.

We are requesting that this letter be placed on the agenda of the upcoming meeting of the Town Board to be held on Monday, December 16th at 7:00 p.m. and that this matter will be resolved expeditiously as we are anxious to submit permits for new signage and to advertise to our thousands of clients located in Western New York.

If you need anything else regarding our request, please do not hesitate to contact Chris Alderson at 716-984-4251. Chris is one of our managers of the business and is handling this matter for our group.

Attachment: Kulpa-Ltr-Date-01-27-25 (COM-2025-5 : Correspondence from Sean Hopkins, Esq. - Address Change)

Sincerely,

Marc I. Rosenthal, Member

cc: Town of Amherst Town Board
Fran Spoth, Town Clerk
Mark Berke, Building Commissioner
Samuel Alba, Esq., Town Attorney
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC

Attachment: Kulpa-Ltr-Date-01-27-25 (COM-2025-5 : Correspondence from Sean Hopkins, Esq. - Address Change)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Clerk
DOC ID: 29988

COMMUNICATION 2025-6 **REFERRED**

Correspondence from Elliot Lasky of SBLC Development Corp.

Letter from Elliot Lasky regarding the application of the Bicentennial Comprehensive Plan Amendment for the proposed mixed-use & residential project at 1790, 1860 & 1920 North French Road & portion of 999 Campbell Boulevard.

2/3/2025
Referred to Attorney & Planning

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

January 16, 2025

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5588 Main Street
Williamsville, NY 14221

Re: Application for Bicentennial Comprehensive Plan Amendment
Proposed Mixed-Use and Residential Project – 1790, 1860 and 1920
North French Road & Portion of 999 Campbell Boulevard [BCPA-2024-02]
Applicant/Project Sponsor: SBLC Development Corp.

Dear Supervisor Kulpa and the Honorable Town Board:

I am writing to you in support of the pending SBLC Development Corp. ("SBLC") request to amend the Town's Comprehensive Plan for the SBLC property to allow a mixture of residential uses as depicted on the Concept Plan prepared by Anthony Pandolfe, P.E. of Carmina Wood Design. I have been a managing partner of SBLC since its formation. As such, I am personally very familiar with all relevant facts and history of the Project Site.

The initial purchase of the 223-acre Project Site from Erie County occurred in 1988. In 1989, SBLC purchased another 5.5 acres of contiguous property to the east located at 1920 North French Road.

Shortly after our initial purchase of the Project Site, we received a Condemnation Notice from the State of New York informing us that the State would be taking 39 acres of the Project Site via eminent domain for an extension of the I-990 Expressway.

While all of the SBLC property located to the west of the I-990 Expressway has been previously developed for residential purposes, the land to the east of the I-990 has remained undeveloped for than 35 years for several reasons as follows:

1. We were in litigation with the State of New York until 1999 in the NYS Court of Claims concerning the value of the land that was condemned. .

2. Having been an active developer in the Town of Amherst since 1975, I continued to "soft market" our property from 2005 onwards with no interest shown by third parties.

3. We believed that once Uniland's Crosspoint Project reached full build-out there would be interest in the Project Site. Unfortunately, this did not occur.

During the past four years, we began to see a serious land inventory shortfall in the Town of Amherst. At that time, we held meetings with Supervisor Kulpa and other Town representatives including Dave Mingoia of the IDA to explore possible uses for the Project Site. In fact, after Earth Dimensions, Inc. finalized an updated wetland delineation of the Project Site, SBLC authorized the Town and the IDA to try to design a viable concept plan based on R&D uses. Given the location of federal wetlands, DEC wetlands and the DEC 100-ft. buffer, a viable project layout

Attachment: Laksy-Ltr-Town Board-01-16-25 (COM-2025-6 : Correspondence from Elliot Lasky of SBLC Development Corp.)

was not designed and the Town's efforts to try and identify suitable R&D uses for the Project Site was not successful.

Given the new wetland delineation that Earth Dimensions, Inc. completed of the Project Site, we became aware that the originally contemplated roadway connection to Uniland's Crosspoint Project was not feasible due the amount of wetland impacts that would be necessary for the roadway connection.

It very important to mention that the only reason the Comprehensive Plan adopted by predecessor Town Board designated a majority of the privately owned Project Site [all but the parcel at 1920 North French Road as "Recreation, Open Space and Greenways" is because the Draft Environmental Impact Study prepared for the Crosspoint Project "gratuitously" and erroneously designated the Project Site as being comprised of wetlands. At a recent Town Board meeting, I personally submitted the DEIS for the Crosspoint project to Supervisor Kulpa to verify this.

Recently in late 2002, the Town Board approved Uniland's request to have 11.29 acres of its Crosspoint Project rezoned from GB to DC-5 to accommodate up to 208 apartments for lease. . The reason for this was that Uniland properly recognized that the demand for OB and R&D uses has reduced significantly. That property that was rezoned at the request of Uniland to DC-5 is contiguous to the easterly line of the Project Site. Once again I must emphasize that SBLC has been marketing the Project Site for well over 10 years with no interest and no success.

The Cimato family and I are experienced developers and very knowledgeable as to market trends, conditions, and demand.

Please also note the following:

1. No one has been able to design an economically viable R&D layout for the Project Site. We previously agreed to delay the consideration of a residential project to allow the Town to assist in trying to identify an R&D user(s) for the Project Site. The efforts made by the Town were unsuccessful but we appreciate the efforts made by the Town to try and help us identify one or more suitable R&D users.

2. The economic analysis prepared by Don Griebner of Real Property Services demonstrates the only economically viable use for the property is residential uses.

3. The Project Site has severe wetland constraints that prevents the uplands on the Project Site from being suitable for R&D uses, including large footprint distribution centers and warehouses with loading dock facilities.

4. The fact there is not any demand for R&D and office building uses on the Project Site is clearly demonstrated by the fact that Uniland Development Company, a very successful developer throughout numerous communities in WNY, sought and obtained a rezoning from OB to DC-5 from the Town Board of a prime parcel with frontage on North French Road in the successful Cross Point Business Park, located directly east of the Project Site, to allow up to 200 apartments.

Attachment: Laksy-Ltr-Town Board-01-16-25 (COM-2025-6 : Correspondence from Elliot Lasky of SBLC Development Corp.)

Tony Cimato, who is approaching 92, and I am now 77 years old. We would appreciate the Town Board approve the pending request to amend the Comprehensive Plan allow us to finish this project that we started almost 37 years ago.

Thank you in advance for considering this letter in connection the pending request to amend the Comprehensive Plan.

SBLC DEVELOPMENT CORP.

Elliot Lasky

cc: Anthony Cimato, SBLC Development Corp.
Fred Cimato, SBLC Development Corp.
Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director
Sam Alba, Esq., Town Attorney
Anthony Cimato
Fred Cimato
Sean Hopkins, Esq.
Anthony Pandolfe

Attachment: Laksy-Ltr-Town Board-01-16-25 (COM-2025-6 : Correspondence from Elliot Lasky of SBLC Development Corp.)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Clerk
DOC ID: 29945

COMMUNICATION 2025-7 **REFERRED**

Notice of Claim: Randy Thompson Vs. Town of Amherst

2/3/2025
Referred to Town Attorney

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

January 8, 2025

Town of Amherst

Town Clerk

5583 Main Street

Williamsville, NY 14221

Randy Thompson

RE: Notice of Claim

Sirs:

This Notice of Claim is related to a Motor Vehicle Accident with pertinent information as follows:

Date & Time: October 30, 2024 @ 14:05

Vehicles involved:

#1 – Town of Amherst Highway Vehicle (#106, 2013 Chevy PU) (Plate # AB5873) towing Town of Amherst utility trailer.

#2 – 2004 Chevy Utility Van (Plate #26803NA)

Drivers involved:

Vehicle #1 – Eric Eberle. NYS Driver License ID
Address:

Vehicle #2 – Randy Thompson. NYS Driver License
,NY 14051

Accident location: North Forest Road @ Park Club Ln. / Amherst, NY

Accident Description: Vehicle #1 made a left hand turn from Park Club Ln, without Driver #1 looking prior to confirm there was no oncoming traffic, in order to proceed north on North Forest Road. Vehicle #1 pulled into the path of Vehicle #2 which was northbound on North Forest Road. Vehicle #2, in an attempt to avoid collision did pull onto shoulder of road as far as possible, but did strike trailer towed by Vehicle #1 with Vehicle #2's left front end.

RECEIVED
Amherst Town Clerk

JAN 14 2025 PM2:50

Attachment: DOC011625-01162025135909 (COM-2025-7 : Notice of Claim: Randy Thompson Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Clerk
DOC ID: 29954

COMMUNICATION 2025-8 **REFERRED**

Notice of Claim: Sherry S. Frost Vs. Town of Amherst

2/3/2025
Referred to Town Attorney

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

JAN 24 2025 PM3:0

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

SHERRY S. FROST,

Claimant,

NOTICE OF CLAIM

vs.

TOWN OF AMHERST,

Respondent.

To: TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PLEASE TAKE NOTICE that Sherry S. Frost does hereby make a claim against the Town of Amherst and in support of such claim does state the following:

1. The name and post office address of the Claimant are as follows:

Sherry S. Frost

2. The attorneys for the Claimant are Desmond Law, P.C., 69 Delaware Avenue, Suite 500, Buffalo, NY 14202.

3. The claims of Claimant arise from a motor vehicle accident that occurred on December 16, 2024 at approximately 8:45 A.M. at or near North Forest Road approximately 223 feet from the intersection of North Forest Road and Stahl Road, in the Town of Amherst, NY when the police vehicle operated by Amherst Town Police Officer Heather Ann Caputi negligently collided with the rear of the motor vehicle operated by Carolyn Ellen Tracy causing that vehicle to then collide with the rear of the vehicle operated by the claimant, which was stopped, causing the plaintiff to sustain serious and permanent personal injuries.

Attachment: DOC012725-012720250847 59 (COM-2025-8 : Notice of Claim: Sherry S. Frost Vs. Town of Amherst)

4. The facts and circumstances of this claim are as follows: On December 16, 2024 at approximately 8:45 A.M., Respondent Town of Amherst's employee, police officer Heather Ann Caputi, was operating a police vehicle owned by the Town of Amherst, northbound on North Forest Road, approximately 223 feet south of Stahl Road, when she operated her vehicle in a negligence and reckless fashion causing her to strike the rear of the vehicle operated by Carolyn Ellen Tracy, which in turn was thereby caused to collide with the rear of the vehicle operated by the claimant, Sherry S. Frost, causing the claimant to sustain serious and permanent personal injuries. A copy of the police accident report is attached as **Exhibit A**.

5. Claimant's injuries were caused by the negligence, carelessness, recklessness and statutory violations of respondent's employee, Heather Ann Caputi as noted above. As the employer of the plaintiff and the owner of the vehicle that was negligently operated, the Town of Amherst is vicariously liable for the negligent acts and omissions of its employee Heather Ann Caputi based upon the New York State Vehicle and Traffic Law, and pursuant to relevant sections of the Public Officers Law and pursuant to common law principles of *respondeat superior*. As a result of the negligence, carelessness and recklessness of respondent's employee Heather Ann and the TOWN OF AMHERST, the claimant has sustained severe, permanent, and painful injuries as hereinafter set forth. Furthermore, if it is claimed by the Respondent and/or Respondent's employee that the subject accident was caused in whole or in part due to equipment failure on the respondent's motor vehicle, then the same was caused by the negligence and carelessness of the TOWN OF AMHERST in failing to keep its vehicle properly maintained and repaired.

6. As a result of the aforesaid incident, the Claimant suffered certain severe, permanent and painful injuries, internal as well as external, was rendered sick, sore, lame and

Attachment: DOC012725-012720250847S9 (COM-2025-8 : Notice of Claim: Sherry S. Frost Vs. Town of Amherst)

disabled, sustained pain and suffering and shock to the nerves and nervous system, was caused to seek medical aid and attention, was caused to and did incur great medical expense and will be compelled to spend large sums of money for future medical expenses and was caused to be incapacitated from performing her usual activities. Specifically, Claimant sustained injuries including herniated discs in her neck and back, and post concussive syndrome. She is currently treating with a chiropractor and neurologist.

WHEREFORE, the Claimant respectfully requests that this claim be allowed and paid by the Respondent, TOWN OF AMHERST.

Charles S. Desmond II, Esq.

Sworn to before me this
23 day of January 2025.

Kelly Wodowski
Notary Public

KELLY ERIN WODOWSKI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WO6368692
Qualified in Erie County
Commission Expires December 18, 25

Attachment: DOC012725-01272025084759 (COM-2025-8 : Notice of Claim: Sherry S. Frost Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Clerk
DOC ID: 29903

COMMUNICATION 2025-9 **REFERRED**

Summons and Complaint: Lynne M. Logan Vs. Town of Amherst

2/3/2025
Referred to Town Attorney

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

15.9.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

JAN 7 2025 PM2:2

LYNNE M. LOGAN

Index No. 818089/2024

Plaintiff designates Erie County as the place of trial

Plaintiff

The basis of venue is plaintiff's residence

vs.

SUMMONS

TOWN OF AMHERST
Amherst Municipal Building
5583 Main Street
Williamsville, NY 14221

The plaintiff resides at:
655 Hopkins Road,
Williamsville, NY 14221

Defendant

County of Erie

TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this Summons, to serve a notice of appearance, on the Plaintiff's Attorneys within TWENTY (20) DAYS after the service of this Summons, exclusive of the day of service or within THIRTY (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: Buffalo, New York
December 9, 2024

LIPSITZ GREEN SCIME CAMBRIA LLP

By: Dale J. Bauman
DALE J. BAUMAN, ESQ.
Attorneys for Plaintiff
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[DJB: #74997.0001]

1751368v1 - 099610.0001

Attachment: DOC010925-0109202508504 9 (COM-2025-9 : Summons and Complaint: Lynne M. Logan Vs. Town of Amherst)

15.9.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

LYNNE M. LOGAN

Plaintiff **COMPLAINT**

vs. Index No.

TOWN OF AMHERST

Defendant

Plaintiff, above named, by her attorneys, LIPSITZ GREEN SCIME CAMBRIA LLP, for her Complaint against the defendant, alleges:

AS AND FOR A FIRST CAUSE OF ACTION AGAINST THE DEFENDANT, ABOVE NAMED, THE PLAINTIFF, LYNNE M. LOGAN, ALLEGES:

1. The plaintiff, LYNNE M. LOGAN, at all times hereinafter mentioned, was and still is a resident of the , located within the and the State of New York.

2. Upon information and belief, the defendant, TOWN OF AMHERST, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

3. Upon information and belief, at all times hereinafter mentioned, the defendant, TOWN OF AMHERST, was the owner of a certain premises commonly known as the Ellicott Creek Bike Path a/k/a Ellicott Creek Trail Way, located within the Town of Amherst, County of Erie and the State of New York.

Attachment: DOC010925-0109202508504 (COM-2025-9 : Summons and Complaint: Lynne M. Logan Vs. Town of Amherst)

15.9.a

4. Upon information and belief, at all times hereinafter mentioned, the defendant, TOWN OF AMHERST, by its agents, servants and/or employees, operated the aforesaid bike path.

5. Upon information and belief, at all times hereinafter mentioned, the defendant, TOWN OF AMHERST, by its agents, servants and/or employees, maintained the aforesaid bike path.

6. Upon information and belief, at all times hereinafter mentioned, the defendant, TOWN OF AMHERST, by its agents, servants and/or employees, managed the aforesaid bike path.

7. Upon information and belief, at all times hereinafter mentioned, the defendant, TOWN OF AMHERST, by its agents, servants and/or employees, constructed the aforesaid bike path.

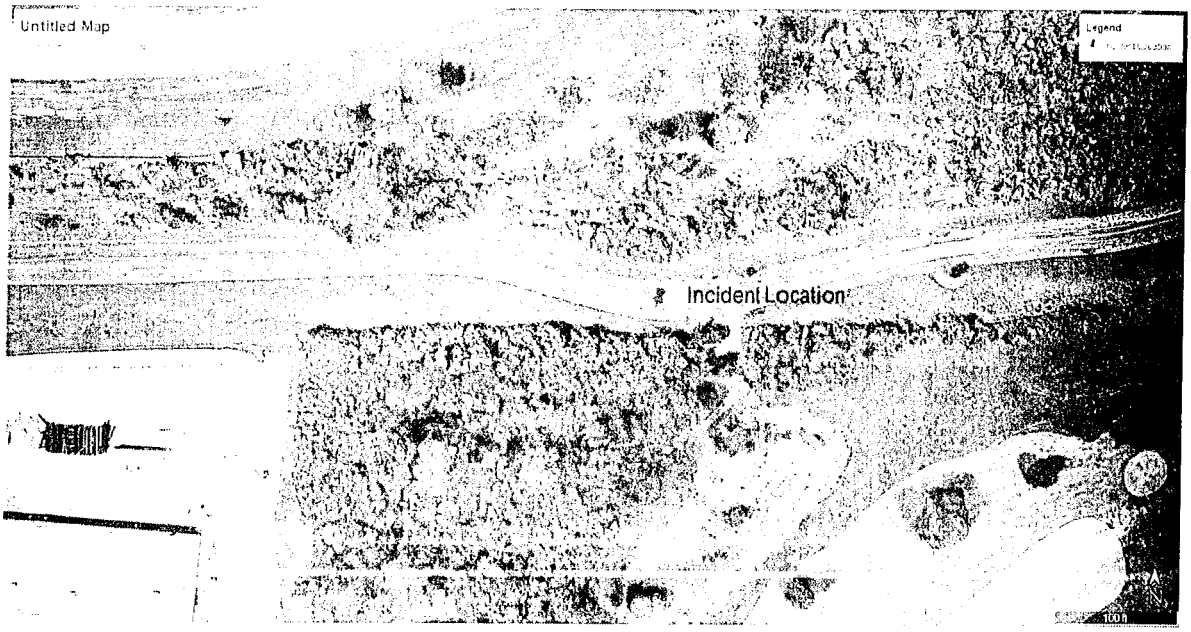
8. Upon information and belief, at all times hereinafter mentioned, the defendant, TOWN OF AMHERST, by its agents, servants and/or employees, controlled the aforesaid bike path.

9. Upon information and belief, at all times hereinafter mentioned, the defendant, TOWN OF AMHERST, by its agents, servants and/or employees, designed the aforesaid bike path.

10. Upon information and belief, on or about the 15th day of June, 2024, the plaintiff, LYNNE M. LOGAN, while lawfully and properly riding her bicycle at the aforesaid premises, was caused to fall on the uneven pavement and/or transition from pavement to grass at approximate GPS coordinates 42°59'47.1" N, 78°46'35.7" W, and approximately 1,250 feet east along the bicycle path from that path's intersection with North Maplemere Road, and approximately 50 feet

Attachment: DOC010925-0109202508504 9 (COM-2025-9 : Summons and Complaint: Lynne M. Logan Vs. Town of Amherst)

west along the path from an intersecting spur of the bike path, and on the south edge of the bike path as shown in the aerial photograph below:



11. Upon information and belief, the incident hereinbefore described and the resultant injuries were caused as a result of the negligent, careless, reckless and/or unlawful conduct on the part of the defendant, TOWN OF AMHERST, by its agents, servants and/or employees in the ownership, operation, maintenance, management, construction, control and design of the aforesaid bike path on the aforesaid premises, and, among other things, said negligence of the defendant, TOWN OF AMHERST, by its agents, servants and/or employees was exhibited in defendant allowing and permitting the aforesaid bike path to be used when such was in an unsafe, dangerous, hazardous and defective condition, and in allowing and permitting it to be and remain in such condition, without warning plaintiff and others of its existence.

12. Upon information and belief, the aforesaid uneven pavement and/or transition from pavement to grass on the bike path and the dangerous and hazardous condition created thereby

Attachment: DOC010925-0109202508504 9 (COM-2025-9 : Summons and Complaint: Lynne M. Logan Vs. Town of Amherst)

existed for a sufficient length of time to give both actual and constructive notice to the defendant, including notice by reasonable inspection.

13. Upon information and belief, the defendant, TOWN OF AMHERST, affirmatively created the dangerous and hazardous condition complained of herein.

14. As a result of the alleged incident, the plaintiff, LYNNE M. LOGAN, sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defect; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; was caused to and did seek medical aid and attention; was caused to be confined to hospital, bed and home; was caused to and did incur great medical expenses and may incur further medical expense; was caused to be incapacitated from her usual activities and employment and may be further incapacitated.

15. Heretofore, and on or about the 10th day of September, 2024, a Notice of Claim was served on behalf of the plaintiff upon the TOWN OF AMHERST, in duplicate, which Notice of Claim sets forth the name and post office address of LYNNE M. LOGAN, claimant, the name and post office address of her attorneys, the nature of the claim, the time when, the place where, and the manner in which the claim arose, together with the items of damages and injuries then known to exist, and the said Notice of Claim was served upon the TOWN OF AMHERST within ninety (90) days of the date upon which the claim arose. At least thirty (30) days have elapsed since the service of the Notice of Claim, as aforesaid, and the TOWN OF AMHERST has failed and neglected to adjust or pay the said claim.

16. This action falls within one or more of the exceptions set forth in CPLR §1602.

Attachment: DOC010925-0109202508504 9 (COM-2025-9 : Summons and Complaint: Lynne M. Logan Vs. Town of Amherst)

17. As a result of the foregoing, the plaintiff has sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

WHEREFORE, the plaintiff demands judgment against the defendant in the First Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction; and for such other, further or different relief as the Court may deem just and proper, together with the costs and disbursements of the action.

DATED: Buffalo, New York
December 9, 2024

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
DALE J. BAUMAN, ESQ.
Attorneys for Plaintiff
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[DJB: #74997.0001]

Attachment: DOC010925-0109202508504 9 (COM-2025-9 : Summons and Complaint: Lynne M. Logan Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Clerk
DOC ID: 29944

COMMUNICATION 2025-10 **REFERRED**

Summons and Verified Complaint: State Farm Mutual Automobile Insurance Company A/S/O Mario Avarello Vs. Town of Amherst Et Al.

2/3/2025
Referred to Town Attorney

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

FILED: ERIE COUNTY CLERK 12/04/2024 12:47 PM INDEX NO. 817871/2024
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 12/04/2024

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

----------X

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY a/s/o MARIO AVARELLO,

Plaintiff,

-against-

TOWN OF AMHERST and BRIAN FISH,

Defendant.

----------X

Index No.:
Date Purchased:

Plaintiff designates
Erie County
as the place of trial

SUMMONS

Basis of Venue
Place of Accident

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED, to answer the Verified Complaint in this action and to serve a copy of the answer, or, if the Verified Complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorney within twenty (20) days after the service of this summons, exclusive of the day of service or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York; and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Verified Complaint.

Dated: Jericho, New York
December 3, 2024

Yours, etc.,

LAW OFFICES OF
STUART D. MARKOWITZ, P.C.

STUART D. MARKOWITZ, ESQ.
Attorneys for Plaintiff
575 Jericho Turnpike, Suite 210
Jericho, New York 11753
(516) 935-3500

TO: Town of Amherst
1042 North Forest Road
Williamsville, NY 14221

Brian Fish

JAN 15 2025 AM 11:1

Attachment: DOC01162025135212 (COM-2025-10 : Summons and Verified Complaint: State Farm Mutual Automobile Insurance

FILED: ERIE COUNTY CLERK 12/04/2024 12:47 PM INDEX NO. 817871/2024
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 12/04/2024

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

----------X

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY a/s/o MARIO AVARELLO,

Index No.:

Plaintiff(s),

-against-

VERIFIED COMPLAINT

TOWN OF AMHERST and BRIAN FISH,

Defendant(s).

----------X

Plaintiffs, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY a/s/o MARIO AVARELLO, by its attorneys, LAW OFFICES OF STUART D. MARKOWITZ, P.C., as and for its Verified Complaint, alleges upon information and belief as follows:

THE PARTIES

1. That at all times hereinafter mentioned, plaintiffs, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY (hereinafter referred to as "STATE FARM") was and is a foreign corporation, licensed to do business in the State of New York.

2. That at all times hereinafter mentioned, plaintiff STATE FARM, was and still is an insurance corporation duly authorized to transact the business of issuing automobile insurance policies in the State of New York.

3. At all times mentioned herein, STATE FARM'S Subrogor, MARIO AVARELLO, (hereinafter referred to as "Subrogor"), was and is a resident of the State of New York.

4. That upon information and belief, at all times hereinafter mentioned, defendant, TOWN OF AMHERST (hereinafter referred to as "TOWN", was and is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York, with its principal office located at 1042 North Forest Road, Williamsville, New York 14221.

5. That upon information and belief, at all times hereinafter mentioned, defendant BRIAN FISH (hereinafter referred to as "FISH "), was and still is a resident of the state of New York.

Attachment: DOC011625-011620251352l2 (COM-2025-10 : Summons and Verified Complaint: State Farm Mutual Automobile Insurance

FILED: ERIE COUNTY CLERK 12/04/2024 12:47 PM INDEX NO. 817871/2024
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 12/04/2024

6. That upon information and belief, at all times hereinafter mentioned, defendant, TOWN, was the registered owner of a 2023 International Dump Truck bearing New York State license plate number BG2276.

7. That upon information and belief, at all times hereinafter mentioned, defendant, FISH, was the driver/operator of the 2023 International Dump Truck bearing New York State license plate number BG2276.

8. Prior to October 16, 2023, plaintiff, STATE FARM, issued an automobile insurance policy to Subrogor insuring Subrogor, MARIO AVARELLO's vehicle, a 2023 Ford bearing New York State License plate number DXS7307.

AS AND FOR A FIRST CAUSE OF ACTION

9. Plaintiff repeats, reiterates and realleges each and every allegation contained in the preceding paragraphs of this Verified Complaint numbered, "1" through "8" inclusive, with the same force and effect as though fully set forth herein at length.

10. That on or about October 16, 2023, the 2023 International Dump Truck bearing New York State license plate number BG2276, which was being operated by defendant FISH, struck the 2023 Ford bearing New York State License plate number DXS7307, which was owned by Plaintiff's Subrogor.

11. That the automobile owned by and registered to defendants TOWN, was at the time of the aforementioned automobile accident, being operated and driven by defendant, FISH, with the full knowledge, consent, permission, and authority of defendant TOWN.

12. That defendant, TOWN, knew or should have known that defendant FISH would operate said motor vehicle in a reckless, careless, negligent, and dangerous manner.

13. That on or about October 16, 2023, defendant, FISH operated said vehicle in a careless, reckless and negligent manner in that he struck the rear end of Plaintiff's Subrogor's vehicle when

Attachment: DOC011625-011620251352l2 (COM-2025-10 : Summons and Verified Complaint: State Farm Mutual Automobile Insurance

FILED: ERIE COUNTY CLERK 12/04/2024 12:47 PM INDEX NO. 817871/2024
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 12/04/2024

it was stopped at a red light signal, causing a total of at least $8,342.23 in damages. The incident occurred at 2345 North French Road, at or near Hopkins Road, Amherst, New York. The aforementioned incident on October 16, 2023, was caused solely by the carelessness, recklessness and negligence of defendant FISH, in the operation, use, and control of said 2023 International Dump Truck bearing New York State license plate number BG2276. Defendant, FISH, was cited in the Police Accident Report as "FOLLOWING TOO CLOSELY" as a contributing factor and received a citation of 1129A.

14. That the aforesaid damages were caused without any negligence on the part of Subrogor contributing thereto.

15. That plaintiff reserves the right to plead Res Ipsa Loquitur at the time of trial.

16. That solely as a result of the foregoing, plaintiff STATE FARM, pursuant to the provisions of its insurance policy, paid the sum of at least $8,342.23 for the 2023 Ford bearing New York State License plate number DXS7307, all resulting from the negligence of defendants, TOWN and FISH.

17. That by virtue of said payments, and in accordance with the provision contained in its insurance policy, plaintiff STATE FARM, became subrogated to all the rights of Subrogors to recover against defendants, TOWN and FISH, for any and all sums of money paid under said policy.

18. That as a result of the foregoing, plaintiff STATE FARM, has been damaged in the sum of at least $8,342.23, no part of which has been paid, despite due demand therefor.

WHEREFORE, plaintiff STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY a/s/o MARIO AVARELLO, demands judgment in its favor and against defendants, TOWN OF AMHERST and BRIAN FISH, in the amount of at least $8,342.23, together with interest

Attachment: DOC011625-011620251352 12 (COM-2025-10 : Summons and Verified Complaint: State Farm Mutual Automobile Insurance

FILED: ERIE COUNTY CLERK 12/04/2024 12:47 PM INDEX NO. 817871/2024
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 12/04/2024

thereon from October 16, 2023, including the costs and disbursements of this action.

Dated: Jericho, New York
December 3, 2024

Yours etc.,

LAW OFFICES OF
STUART D. MARKOWITZ, P.C.

STUART D. MARKOWITZ, ESQ.
Attorneys for Plaintiff
575 Jericho Tpke., Suite 210
Jericho, New York 11753
(516) 935-3500
smarkowitz@markowitz-law.com

Attachment: DOC011625-011620251352 12 (COM-2025-10 : Summons and Verified Complaint: State Farm Mutual Automobile Insurance

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29931 **RESOLUTION 2025-156** **ADOPTED**

Public Improvement Permit No. 3122 Sanitary Sewer Acceptance Harding Road Subdivision 2005.101/SUB-2022.01

This is to certify that the referenced sanitary sewer construction has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of $12,929.22, representing 25% of the cost of construction has been forwarded to the Town Clerk.

Thank you for considering this request.

2/3/2025
Consent

FINANCIAL IMPACT:

A Maintenance Bond for a period of two (2) years in the amount of $12,929.22, representing 25% of the cost of construction has been forwarded to the Town Clerk.

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: 02/03/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29932 **RESOLUTION 2025-157** **ADOPTED**

Public Improvement Permit No. 3123 Waterline Acceptance Harding Road Subdivision 2005.101/SUB-2022.01

This is to certify that the referenced waterline construction has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of $12,887.40, representing 25% of the cost of construction has been forwarded to the Town Clerk.

Thank you for considering this request.

2/3/2025
Consent

FINANCIAL IMPACT:

A Maintenance Bond for a period of two (2) years in the amount of $12,887.40, representing 25% of the cost of construction has been forwarded to the Town Clerk.

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: 02/03/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29933 **RESOLUTION 2025-158** **ADOPTED**

Private Improvement Permit No. 3124 Storm Sewer Harding Road Subdivision 2005.101/SUB-2022.01

This is to certify that the referenced storm sewer construction has been completed in accordance with plans and specifications.

2/3/2025
Consent

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: 02/03/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29994 **RESOLUTION 2025-159** **ADOPTED**

Private Improvement Permit No. 3140 Sanitary Sewer – 4300 Millersport Highway 2005.114A/SP-2022-03A

Attached please find an application for a Sanitary Sewer Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $73,872.00.

We are sending three (3) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $66,817.50 which will be held in escrow to cover the inspection costs, and one in the amount of $6,904.50 to cover the televising cost and to be deposited in the SS District account G9000-02377.

At this time, we are asking for your approval of the application for PIP No. 3140.

Thank you for considering this request.

2/3/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $73,872.00.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: January 20, 20 25

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☐
Sanitary Sewer	☐	☒
Storm System	☐	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 668,175.00

Address and/or Subdivision Name: 4300 Millersport Hwy

Town of Amherst Job: SP-2022-03A/2005.114A

Description and location of improvements including quantities: Phase 1 includes twenty five 4-ft diam MHs, two 5-ft diam MHs, one lamphole, one 5-ft diam drop MH, one duplex wastewater pump station, one 6 ft x 6 ft valve pit, one 4-ft diam doghouse MH, two 4-ft diam air release valves, 4,603 LF 8-inch PVC san sewer, 553 LF 4-inch DR-18 forcemain,one 4-inch gate valve, one 10-inch gate valve, two 4-inch couplers, two 10-inch couplers, several wyes and 45 degree bends, jacking/receiving pits

	Name	Address	Phone
Owner:	Cimato & Sons	9220 Transit Road, East Amherst, NY 14051	716-688-3536
Engineer/Designer:	Wm. Schutt & Associates	37 Central Avenue, Lancaster, NY 14086	716-683-5961
Contractor:	Cimato & Sons	9220 Transit Road, East Amherst, NY 14051	716-688-3536

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions, complexity of design, or lack of adequate funding to cover inspection and coordination time. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The digital copies shall be provided in PDF and AutoCAD or GIS within the NAD83/NY83-WF coordinate system.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit. All Engineering Department and Town Code requirements must be satisfied prior to acceptance of PIPs.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM	FEE
PERMIT	$150
INSPECTION 10% of Estimate of Cost of Construction	$66,817.50
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	$6,904.50
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	
TOTAL FEE	$73,872.00

Owner sign Here

FERDINANDO A. CIMATO
Please Print Name

Cimato & Sons, 9220 Transit Road
Address

East Amherst	NY	14051	716-688-3536
City	State	zip	Phone

Subscribed and sworn to before me this 21 st
Day of January 20 25

Sandra K. Sharp
Notary Public, Erie County, New York

Sandra K. Sharp
Notary Public, State of New York
Qual. in Erie County
Commission Expires July 6, 2026

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Director of Engineering Services: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3140

_____
Town Clerk

Rev. 1/10/2025

Attachment: PIP 3140 4300 Millersport- Private Sanitary (RES-2025-159 : Private Improvement Permit No. 3140 4300 Millersport Highway)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29995 **RESOLUTION 2025-160** **ADOPTED**

Public Improvement Permit No. 3141 Waterline – 4300 Millersport Highway 2005.114A/SP-2022-03A

Attached please find an application for a Waterline Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $32,736.30.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of one in the amount of $32,586.30 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3141.

Thank you for considering this request.

2/3/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $32,736.30.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: January 20, 20 25

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☒	☐
Sanitary Sewer	☐	☐
Storm System	☐	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 325,863.00

Address and/or Subdivision Name: 4300 Millersport Hwy

Town of Amherst Job: SP-2022-03A/2005.114A

Description and location of improvements including quantities: Phase 1 includes 3,294 LF 8-inch C-900 PVC watermain, 227 LF 8-inch DR-18 PVC watermain, 86+/- LF 18-inch casing pipe, eight 8-inch gate valves, seven hydrant assemblies, two 8"x8"x8" tees, two 8"x8"x8" cut-in-tees at interconnections to ex.public mains, six sampling points and several 11-1/4, 22-1/2 & 45 degree bends

	Name	Address	Phone
Owner:	Cimato & Sons	9220 Transit Road, East Amherst, NY 14051	716-688-3536
Engineer/Designer:	Wm. Schutt & Associates	37 Central Avenue, Lancaster, NY 14086	716-683-5961
Contractor:	Cimato & Sons	9220 Transit Road, East Amherst, NY 14051	716-688-3536

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions, complexity of design, or lack of adequate funding to cover inspection and coordination time. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The digital copies shall be provided in PDF and AutoCAD or GIS within the NAD83/NY83-WF coordinate system.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit. All Engineering Department and Town Code requirements must be satisfied prior to acceptance of PIPs.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM	FEE
PERMIT	$150
INSPECTION 10% of Estimate of Cost of Construction	$32,586.30
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	
TOTAL FEE	$32,736.30

Owner sign Here

FERDINANDO P CIMATO

Please Print Name

Cimato & Sons, 9220 Transit Road

Address

East Amherst	NY	14051	716-688-3536
City	State	zip	Phone

Subscribed and sworn to before me this 21 st

Day of January 20 25

Sandra K. Sharp
Notary Public, State of New York
Reg. No. 01SH6223137
Qualified

Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.

Director of Engineering Services: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3141

_____
Town Clerk

Rev. 1/10/2025

Attachment: PIP 3141 4300 Millersport- Public Waterline (RES-2025-160 : Public Improvement Permit No. 3141 4300 Millersport Highway)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29996 **RESOLUTION 2025-161** **ADOPTED**

Public Improvement Permit No. 3142 Paving & Curbing – 4300 Millersport Highway 2005.114A/SP-2022-03A

Attached please find an application for a Paving & Curbing Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $163,560.00.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of one in the amount of $163,410.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3142.

Thank you for considering this request.

2/3/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $163,560.00.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: January 20, 20 25

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☒	☐
Waterline	☐	☐
Sanitary Sewer	☐	☐
Storm System	☐	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 1,634,100.00

Address and/or Subdivision Name: 4300 Millersport Hwy

Town of Amherst Job: SP-2022-03A/2005.114A

Description and location of improvements including quantities: Phase 1 includes 6,157 +/- LF of concrete gutter curb with 6-inch perf. underdrain amd 10,293+/- SY of asphalt paving (Annies Gateway, Ellianas Way and Katrinas Hideaway) and 2,400 SF concrete sidewalk (Ellianas Way Sta 31+50 to New Rd)

	Name	Address	Phone
Owner:	Cimato & Sons	9220 Transit Road, East Amherst, NY 14051	716-688-3536
Engineer/Designer:	Wm. Schutt & Associates	37 Central Avenue, Lancaster, NY 14086	716-683-5961
Contractor:	Cimato & Sons	9220 Transit Road, East Amherst, NY 14051	716-688-3536

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions, complexity of design, or lack of adequate funding to cover inspection and coordination time. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The digital copies shall be provided in PDF and AutoCAD or GIS within the NAD83/NY83-WF coordinate system.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit. All Engineering Department and Town Code requirements must be satisfied prior to acceptance of PIPs.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM	FEE
PERMIT	$150
INSPECTION 10% of Estimate of Cost of Construction	$163,410.00
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	
TOTAL FEE	$163,560.00

Owner sign Here

FERDINANDO A CIMATO
Please Print Name

Cimato & Sons, 9220 Transit Road
Address

East Amherst	NY	14051	716-688-3536
City	State	zip	Phone

Subscribed and sworn to before me this 21st Day of January 20 25

Notary Public, Erie County, New York

Sandra K. Sharp
Notary Public, State of New York
Reg. No. 01SH6223137

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Director of Engineering Services: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3142

Town Clerk

Attachment: PIP 3142 4300 Millersport- Public Paving (RES-2025-161 : Public Improvement Permit No. 3142 4300 Millersport Highway)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29998 **RESOLUTION 2025-162** **ADOPTED**

Public Improvement Permit No. 3143 Storm System – 4300 Millersport Highway 2005.114A/SP-2022-03A

Attached please find an application for a Storm System Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $14,665.07.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of one in the amount of $14,515.07 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3143.

Thank you for considering this request.

2/3/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $14,665.07.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: January 20, 20 25

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☐
Sanitary Sewer	☐	☐
Storm System	☒	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 145,150.65

Address and/or Subdivision Name: 4300 Millersport Hwy

Town of Amherst Job: SP-2022-03A/2005.114A

Description and location of improvements including quantities: Phase 1 includes sixteen end sections, five 2-ft x 2-ft back yard receivers, one yard drain, nineteen 2 ft x 2 ft CBs, three 4-ft diam STM MHs, two 4-ft diam STM MH RCVRs, one 5-ft diam STM MH RCVR, two 2-ft by 2-ft outlet control structures, 40 LF 6-inch HDPE, 28 LF 8-inch HDPE, 1,274 LF 12-inch HDPE, 768 LF 15-inch HDPE, 87 lf 18-inch HDPE, 448 lf 24-inch HDPE, 120 lf 30-inch HDPE, 339 lf 36-inch HDPE and rip rap

	Name	Address	Phone
Owner:	Cimato & Sons	9220 Transit Road, East Amherst, NY 14051	716-688-3536
Engineer/Designer:	Wm. Schutt & Associates	37 Central Avenue, Lancaster, NY 14086	716-683-5961
Contractor:	Cimato & Sons	9220 Transit Road, East Amherst, NY 14051	716-688-3536

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions, complexity of design, or lack of adequate funding to cover inspection and coordination time. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The digital copies shall be provided in PDF and AutoCAD or GIS within the NAD83/NY83-WF coordinate system.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit. All Engineering Department and Town Code requirements must be satisfied prior to acceptance of PIPs.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM	FEE
PERMIT	$150
INSPECTION 10% of Estimate of Cost of Construction	$14,515.07
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	
TOTAL FEE	$14,665.07

Owner sign Here

FERDINANDO A. CIMATO
Please Print Name

Cimato & Sons, 9220 Transit Road
Address

East Amherst	NY	14051	716-688-3536
City	State	zip	Phone

Subscribed and sworn to before me this 21st Day of January, 2025

Notary Public, Erie County, New York

Sandra K. Sharp
Notary Public, State of New York
Reg. No. 01SH6223127
Commission Expires July 6, 2026

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Director of Engineering Services:

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3143

Town Clerk

Rev. 1/10/2025

Attachment: PIP 3143 4300 Millersport- Public Storm (RES-2025-162 : Public Improvement Permit No. 3143 4300 Millersport Highway)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30000 **RESOLUTION 2025-163** **ADOPTED**

Private Improvement Permit No. 3144 Storm System – 4300 Millersport Highway 2005.114A/SP-2022-03A

Attached please find an application for a Storm System Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $6,031.10

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of one in the amount of $5,881.10 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3144.

Thank you for considering this request.

2/3/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $6,031.10

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: January 20, 20 25

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☐
Sanitary Sewer	☐	☐
Storm System	☐	☒
Street Lighting	☐	☐

Estimated Cost of Construction $ 58,810.95

Address and/or Subdivision Name: 4300 Millersport Hwy **Town of Amherst Job:** SP-2022-03A/2005.114A

Description and location of improvements including quantities: Phase 1 includes seven end sections, two 2 ft x 2 ft back yard receivers, seven PVC yard drains, 402 LF 6-inch HDPE pipe, 77 LF 8-inch HDPE pipe, 345 LF 12-inch HDPE pipe, 93 LF 15-inch HDPE pipe, 50 LF 24-inch HDPE pipe, 174 LF grass swale, rip rap at all end sections and excavation of 4 retention ponds

	Name	Address	Phone
Owner:	Cimato & Sons	9220 Transit Road, East Amherst, NY 14051	716-688-3536
Engineer/Designer:	Wm. Schutt & Associates	37 Central Avenue, Lancaster, NY 14086	716-683-5961
Contractor:	Cimato & Sons	9220 Transit Road, East Amherst, NY 14051	716-688-3536

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions, complexity of design, or lack of adequate funding to cover inspection and coordination time. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The digital copies shall be provided in PDF and AutoCAD or GIS within the NAD83/NY83-WF coordinate system.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit. All Engineering Department and Town Code requirements must be satisfied prior to acceptance of PIPs.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM	FEE
PERMIT	$150
INSPECTION 10% of Estimate of Cost of Construction	$5,881.10
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	
TOTAL FEE	$6,031.10

Owner sign Here

FERDINANDO A. CIMATO
Please Print Name

Cimato & Sons, 9220 Transit Road
Address

East Amherst	NY	14051	716-688-3536
City	State	zip	Phone

Subscribed and sworn to before me this 21st Day of January 20 25

Sandra K. Sharp
Notary Public, Erie County, New York

Sandra K. Sharp
Notary Public, State of New York
Reg. No. 01SH6220127
Qualified in Erie County
Commission Expires July 6, 2026

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Director of Engineering Services: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3144

_____
Town Clerk

Rev. 1/10/2025

Attachment: PIP 3144 4300 Millersport- Private Storm (RES-2025-163 : Private Improvement Permit No. 3144 4300 Millersport Highway)

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30014 **RESOLUTION 2025-164** **ADOPTED**

Written Acknowledgement of Lease Commencement Verizon Wireless CRS #5326 (Original CRS #4578)

SUSPENSION AGENDA ITEM : FEBRUARY 3rd, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 31, 2025**

RE: **Written Acknowledgement of Lease Commencement**
Verizon Wireless
Site Name: Hurxley/Site Address: 400 Wehrle Drive
CRS #5326 (Original CRS #4578)

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

RESOLVED, the Town Board hereby authorizes the Supervisor to execute the attached acknowledgement relative to the above site and location pending successful completion of the Contract Routing System (CRS).

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Suspension Agenda Item : February 3, 2025**)
Brian J. Armstrong, Director, Engineering Services (*w/attachment)*

2/3/2025
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

verizon

VERIZON WIRELESS HQ NETWORK REAL ESTATE
WRITTEN ACKNOWLEDGEMENT OF
LEASE COMMENCEMENT

The Verizon Wireless representative is responsible for completing Section 1, then providing to the Landlord for completion of Section 2.

SECTION 1 – This section to be completed by Verizon Wireless. When filling out this section, please be sure to refer to the commencement language per the Agreement.

Site Name: Hurxley

Site Address: 400 Wehrle Dr

Contract Number: 280492 **GL Location Number:** 5000942488

Commencement Date: 11/1/24

Printed Name of Verizon Representative: Greg Hanley **Date:** 11/15/24

~~For Agreements that require **Written Acknowledgement of Node and Network Operational Notice**, please also provide the following:~~

~~**Node Acceptance Date** _____ **Node Name or Cluster Name/Number** _____~~

~~**Is the Node the FINAL NODE in the Supplement?** ☐ YES ☐ NO~~

SECTION 2 – This section to be completed by ***Lessor / Landlord*** and then returned to the Verizon Wireless representative.

Company Name: (if applicable) _____

Acknowledged by Lessor / Landlord: _____ / **Date:** _____

Printed Name of Lessor / Landlord: _____ / **Title:** (if applicable) _____

Special Instructions:

The Verizon Wireless representative is responsible for sending this completed form, along with a fully completed Commence a Lease / Exercise an Option Form to HQ Network Real Estate using the HQNRE Commencement Mailbox.

Revised 2.2016

Attachment: Hurxley LL Written Acknowledgment (1) (RES-2025-164 : Written Acknowledgement of Lease Commencement Verizon Wireless

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

Francina J. Spoth
Town Clerk

Meeting: 02/03/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30015 **RESOLUTION 2025-165** **ADOPTED**

Settlement of Article 7 Matter - 93 NYRPT, LLC V. Town of Amherst

SUSPENSION ITEM : TOWN BOARD AGENDA - FEBRUARY 3, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **January 31, 2025**

RE: **Settlement of Article 7 Matter**
93 NYRPT, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(**Suspension Item : Town Board Agenda – February 3, 2025**)

2/3/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Assesment

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

At an IAS Term of the Supreme Court of the State of New York, held for the County of Erie, Buffalo, New York on the __ day of _____ ____, 2025.

PRESENT: HON. DANIEL J. FURLONG

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION FOR REVIEW UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW OF A TAX ASSESSMENT BY BENDERSON PROPERTIES, INC.

CONSENT ORDER AND JUDGMENT

Petitioner,

-vs.-

Index No.: 810622/2024

THE BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF AMHERST; THE ASSESSOR OF THE TOWN OF AMHERST; and THE TOWN OF AMHERST, NEW YORK

Respondents.

For Review of the Assessment of Certain Real Property known as 2293 Millersport Highway in the said Town of Amherst for the 2024-25 Tax Year.

WHEREAS Petitioner has heretofore commenced the within proceedings under Article 7 of the Real Property Tax Law to review the assessment of a certain parcel of real property located at and known as 2293 Millersport Highway (SBL #41.03-1-103) in the Town of Amherst, County of Erie and State of New York for the tax year 2024-25, and

WHEREAS this proceeding has duly come before an IAS Term of this Court, and Kavinoky Cook LLP, Scott C. Becker, Esq., of counsel, having appeared for the Petitioner, Samuel A. Alba, Esq., Town of Amherst Counsel, having appeared for the Respondent Town of Amherst, and Hodgson Russ LLP, Michael B. Risman, Esq., of Counsel, having appeared for the Intervenor-

Attachment: Consent OJ 2293 Millersport (RES-2025-165 : Settlement of Article 7 Matter - 93 NYRPT, LLC V. Town of Amherst)

Respondents Williamsville Central School District, and the parties having agreed to a settlement of this proceeding, it is hereby

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #41.03-1-103 on the tax assessment roll of the Town of Amherst for the following tax years, has been as follows:

Assessment Year	Assessment
2024-25	$615,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #41.03-1-103 on the tax assessment roll of the Town of Amherst for the following tax year shall be adjusted as follows:

Assessment Year	Assessment
2024-25	$400,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #41.03-1-103 on the tax assessment roll of the Town of Amherst for the following tax year shall be as follows:

Assessment Year	Assessment
2025-26	$400,000
2026-27	$400,000
2027-28	$400,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessments as reduced, corrected and adjusted herein are fair, equitable and proper for the purpose of this settlement, and it is further

Attachment: Consent OJ 2293 Millersport (RES-2025-165 : Settlement of Article 7 Matter - 93 NYRPT, LLC V. Town of Amherst)

STIPULATED, ORDERED and ADJUDGED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the Town of Amherst shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary to conform said combined assessments to such corrected and reduced valuations that the appropriate financial officers are hereby directed and authorized to calculate and disburse any resulting refunds of taxes, and it is further

STIPULATED, ORDERED and ADJUDGED, that Petitioner shall waive its right to any refund relating to its 2024 School tax bills related to the property designated as 2293 Millersport Highway (SBL #41.03-1-103), and it is further

STIPULATED, ORDERED and ADJUDGED, Petitioner shall be issued a corrected 2025 County/Town tax bills and that, in the alternative, Petitioner shall be entitled to a refund of a portion of taxes paid with respect to its 2024-25 County/Town tax bill on the property designated as 2293 Millersport Highway (SBL #41.03-1-103), such portion shall be the difference in taxes based upon the unadjusted 2024-25 assessment and the 2024-25 assessment as adjusted herein. Such refund shall be made payable to Kavinoky Cook LLP as attorneys for Petitioner and shall be paid without interest so long as it is paid within 30 days after service of a Court Order confirming this settlement. After such 30-day period expires, such refund shall be paid with statutory interest pursuant to Real Property Tax Law, such interest to be calculated from the date the taxes were paid through the date such refund is received, and it is further

STIPULATED, ORDERED and ADJUDGE, that all refunds and interest paid pursuant to this agreement shall be made payable to "Kavinoky Cook LLP as attorneys for Petitioner" and shall be delivered to Kavinoky Cook LLP (Attn: Scott C. Becker, Esq.), 726 Exchange Street, Suite 800, Buffalo, New York 14216, and it is further

STIPULATED, ORDERED and ADJUDGED, that the provisions of Section 727 of the Real

Attachment: Consent OJ 2293 Millersport (RES-2025-165 : Settlement of Article 7 Matter - 93 NYRPT, LLC V. Town of Amherst)

Property Tax Law shall apply to this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that in the event that the Assessor for the Town of Amherst assesses SBL #41.03-1-103 for any stated year at a level higher than provided for herein, Petitioner hereby reserves the right to reinstate and reinstitute its Article 7 proceedings herein settled, and the Respondents hereby agree to waive any objection based upon Statute of Limitations Grounds, and it is further

STIPULATED, ORDERED and ADJUDGED, that Petitioner shall have the right to seek specific enforcement of this Consent Order and Judgment by whatever means provided by law, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent Order and Judgment hereby constitutes and represents the entire understanding and agreement among the parties and the full settlement of the assessment review proceeding herein, that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Consent Order and Judgment, the above proceeding shall be, and the same hereby is, settled and discontinued with prejudice, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent Order and Judgment may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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

KAVINOKY COOK LLP

Dated: _____

By: _____
Scott C. Becker, Esq.
Attorneys for Petitioner
726 Exchange Street, Suite 800
Buffalo, New York 14210

Attachment: Consent OJ 2293 Millersport (RES-2025-165 : Settlement of Article 7 Matter - 93 NYRPT, LLC V. Town of Amherst)

AMHERST TOWN ATTORNEY

Dated: _____

By: _____
Samuel A. Alba, Esq.
Respondent, Town of Amherst
5583 Main Street
Williamsville, New York 14221

HODGSON RUSS LLP

Dated: _____

By: _____
Michael B. Risman, Esq.
Attorneys for Intervenor-Respondent, Williamsville Central School District
140 Pearl Street, Suite 100
Buffalo, New York 14202-4040

SO ORDERED:

_____
HON. DANIEL J. FURLONG

ENTER:

Attachment: Consent OJ 2293 Millersport (RES-2025-165 : Settlement of Article 7 Matter - 93 NYRPT, LLC V. Town of Amherst)