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, March 10, 2025 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Thomas Schratz, Mary Ellen Marlette, Richard Rich and Helen Pendolino

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on March 10, 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, February 03, 2025

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

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 7:04 PM.

The following speakers addressed the Board:

Dan Gagliardo, Williamsville -proposed youth center
Mary Dormer, Getzville - proposed youth center
John Trabert, 234 Mt Vernon Rd - proposed youth center
Geri DiCosmo, Meyer Rd - Town debt
Andrea Morgante, Getzville - Boards/Committees review
Joe Voytovich, 35 Bucyrus Dr - Royal Park
Danne Farrell, Amherst - O'Connell & Company lease
Paul Francavilla, 70 Cimarand Dr - waterline replacement
Kerry Reynolds, Amherst - social justice
Jina Gentry, 65 Bissell Dr - fiscal management & upkeep of Town services
Jane Cox, 4584 Harlem Rd - Amherst Central Park timeline
Matt Plunkett, 299 Northill Dr - Amherst Central Park
Tom Frank, Main St - Amherst Central park
Chris Drongosky, Mill St - sewer issues
Ray Herman, 114 Oakgrove Dr - O'Connell & Company lease
Bob Drdul, 92 Chateau Ter - Town debt & loss of federal funds
Shelly Schratz, 1952 Kensington Ave - Bailey Avenue community center
Don Smith, 201 N Long St - listening to residents

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 7:56 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 2025-177

Amend Adopted 2025-2030 Capital Improvement Program

Please amend the 2025-2030 Capital Improvement Program as outlined below. The total 2025 bond amount remains the same.

	2025 Original	2025 Revised	2026 Original	2026 Revised
H-6 Reconstr. of Burroughs Dr.	553 LD	500 LD	- 0 -	- 0 -
YR-1A ~~Rec Complex Impr.~~	305 LA	305 LA	350 F/S	- 0 -
Paradise Park Impr.	250 F/S	250 F/S	1,200 X	- 0 -
YR-8A N. French Soccer Impr.	- 0 -	53 LA	- 0 -	- 0 -

- 0 - 350 F/S
- 0 - 1,200 X

3/10/2025
Consent

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

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

1. Resolution 2025-178

AGFAB Appointment

WHEREAS, the purpose and mission of the Amherst Government Financial Advisory Board 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 Amherst Government Financial Advisory Board, also known as AGFAB, consists of seven (7) members appointed by the Amherst Town Board majority to serve a two (2) year term; and

WHEREAS, the Amherst Government Financial Advisory Board will meet once a quarter, or more, as needed; and

WHEREAS, the Amherst Government Financial Advisory Board's current roster of five (5) members, who shall continue to serve until their term of appointment expires, as follows:

Jason Zaklikowski, Vice Chair, term concludes 12-31-2025;
Helaine Sanders, Member, term concludes 12-13-2026;
John DiPasquale, Member, term concludes 12-31-2025; and

WHEREAS, the Members of the AGFAB shall, by majority vote, elect a Chairperson from among the members and such officers as may be deemed necessary from time to time; and

WHEREAS, Patricia Dunne has expressed interest in serving on the AGFAB; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Amherst Town Board appoints Patricia Dunne for a term to conclude December 31, 2026.

3/10/2025
Consent

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

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2025-179

Town Road Pavement Improvements (Bond Resolution - $1,110,000)

AGENDA ITEM : FEBRUARY 24th, 2025

TO: **Town Board**

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

DATE: **February 19, 2025**

RE: **Town Road Pavement Improvements**
2025-2030 C.I.P. – Project H-1
Bond Resolution - $1,110,000

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 $1,110,000.00 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 24, 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*)

3/10/2025
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

2. Resolution 2025-180

Reconstruction of Burroughs Drive (Bond Resolution - $500,000)

AGENDA ITEM : FEBRUARY 24th, 2025

TO: **Town Board**

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

DATE: **February 19, 2025**

RE: **Reconstruction of Burroughs Drive**
2025-2030 C.I.P. – Project H-6
Bond Resolution - $500,000

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 $500,000.00 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 24, 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*)

3/10/2025
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 2025-181

Paradise Park Restroom Improvements (Bond Resolution - $305,000)

AGENDA ITEM : FEBRUARY 24th, 2025

TO: **Town Board**

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

DATE: **February 19, 2025**

RE: **Paradise Park Restroom Improvement**
2025-2030 C.I.P. – Project YR-1A
Bond Resolution - $305,000

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 $305,000.00 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 24, 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*)
Brian J. Armstrong, Director, Engineering Services (*w/attachments*)

3/10/2025
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

4. Resolution 2025-182

Senior Center Capital Improvements (Amended Bond Resolution - $435,000)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 5, 2025**

RE: **Senior Center Capital Improvements**
2025-2030 C.I.P. – Project F-6
Amended Bond Resolution - $135,000

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 amended bond resolution authorizing the issuance of $135,000.00 in serial bonds for the above-referenced Town improvement.

The adoption of the amended 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 – March 10, 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*)
Sean Pellow, Project Manager (*w/attachments*)
Daniel J. Rizzo, Project Manager (*w/attachments*)
Anne Dafchik, AIA, NCARB, Architect (*w/attachments*)

3/10/2025
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 2025-183

Town Parking Lot Improvements (Bond Resolution - $65,000)

AGENDA ITEM : MARCH 10th, 2025

TO: Town Board

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

DATE: March 5, 2025

RE: Town Road Parking Lot Improvements
2025-2030 C.I.P. – Project F-13
Bond Resolution - $65,000

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 $65,000.00 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 – March 10, 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*)

3/10/2025
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 2025-184

N. French Soccer Complex Concession Restroom Improvement (Bond Resolution - $53,000)

AGENDA ITEM : FEBRUARY 24th, 2025

TO: **Town Board**

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

DATE: **February 19, 2025**

RE: **North French Soccer Complex Concession Restroom Improvement**
2025-2030 C.I.P. – Project YR-8A
Bond Resolution - $53,000

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 $53,000.00 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 24, 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*)
Brian J. Armstrong, Director, Engineering Services (*w/attachments*)

3/10/2025
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

7. Resolution 2025-185

2025 Waterline Improvements & Replacements (OCPH - $3,402,000)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 4, 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 March 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
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachments, **Agenda Item – March 10, 2025**)
Daryl C. Bramer, Comptroller *(w/attachments)*
Lynda Juul, Director of Finance *(w/attachments)*
Dan Howard, Director of Planning *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Brain J. Armstrong, Director of Engineering Services *(w/attachments)*

3/10/2025
Consent

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

8. Resolution 2025-186

Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (OCPH - $2,250,000)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 4, 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 project on March 24, 2025 at 7:00 p.m.

Also attached is the Map Plan and Report for each project, further detailing the scope of the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachments*, **Agenda Item – March 10, 2025**)
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*)

3/10/2025
Consent

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

9. Resolution 2025-187

4300 Millersport Highway Site Plan - Lighting (OCPH)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 4, 2025**

RE: **4300 Millersport Highway Site Plan (Lighting)**
Order Calling For A Public Hearing

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

RESOLVED, the Town Board hereby makes a motion to call for a Public Hearing to be held on April 7th, 2025 at 7:00 p.m. to extend the Town's consolidated lighting district to include the above Site Plan;

BE IT FURTHER RESOLVED, the Town Board adopts the attached Order Calling Public Hearing for this purpose.

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item – March 10, 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/attachment*)
Jessica Boudreau, PE, Project Manager (*w/attachment*)
Christopher P. Schregel, Project Manager (*w/attachment*)
Sean W. Hopkins, Esq. (*w/attachment*)

3/10/2025
Consent

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

10. Resolution 2025-188

WPCF Treatment Systems Component Replacement/Rehab (OCPH - $1,450,000)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 4, 2025**

RE: **Water Pollution Control Facility (WPCF)**
Treatment Systems Component Replacement/Rehabilitation
2025 C.I.P. - Project No. S-4
Order Calling Public Hearing - $1,450,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on April 7, 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 – March 10, 2024**)
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*)
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Michael Poslinski, Senior Engineer Assistant (*w/attachment*)

3/10/2025
Consent

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

11. Resolution 2025-189

Oxygen Separation System Replacement Procurement (OCPH - $10,000,000)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 5, 2025**

RE: **Water Pollution Control Facility (WPCF)**
Oxygen Separation System Replacement Procurement
2025-2030 C.I.P. - Project No. S-3
Order Calling Public Hearing - $10,000,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on April 7, 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
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachments, **Agenda Item – March 10, 2025**)
Daryl C. Bramer, Comptroller *(w/attachments)*
Lynda Juul, Director of Finance *(w/attachments)*
Dan Howard, Director of Planning *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachments*)
Michael Poslinski, Senior Engineer Assistant (*w/attachments*)

3/10/2025
Consent

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

12. Resolution 2025-190

2025 Fire Protection District Contract - Swormville Fire Dept., Inc. (CRS #5292)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 4, 2025**

RE: **2025 Fire Protection District Contract:**
Fire Protection District No. 12 - Swormville Fire Dept., Inc.
(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). The following meeting that the Public Hearing was to be held at was then cancelled for lack of quorum. In that proper notice is required according to the law, the Public Hearing must once again be rescheduled to approve the above contract.

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

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachments,* **Agenda Item – March 10, 2025**)

3/10/2025
Consent

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

13. Resolution 2025-191

Permanent Easement and ROW Agreements for Drainage (CRS #5380 - Blvdcon, LLC)/CRS #5381 - Ridlea Associates, LLC)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 5, 2025**

RE: **Permanent Easement and Right-of-Way Agreements For Drainage**

***Town of Amherst and Blvdcon, LLC (CRS #5380)**
(Boulevard Consumer Square)
***Town of Amherst and Ridlea Associates, LLC (CRS #5381)**
(Amherst Commerce Park)

Kindly adopt a resolution authorizing the Supervisor to execute the above Easement and Right-of-way Agreements pending successful completion of the Contract Routing System.

Thank you.

SAA:nmb
c: Tim Koller, Deputy Town Clerk
(**Agenda Item – March 10, 2024**)

3/10/2025
Consent

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

14. Resolution 2025-192

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

AGENDA ITEM : FEBRUARY 24, 2025

TO: **Town Board**

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

DATE: **February 17, 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
(*w/attachment,* **Agenda Item : February 24, 2025**)
Emily Murphy, Town Assessor

3/10/2025
Consent

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

15. Resolution 2025-193

Settlement of Article 7 Matter - Thomas Chiaramonte Revocable Living Trust V. Town of Amherst

AGENDA ITEM : FEBRUARY 24, 2025

TO: **Town Board**

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

DATE: **February 17, 2025**

RE: **Settlement of Article 7 Matter**
Thomas Chiaramonte Revocable Living Trust 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 24, 2025**)
Emily Murphy, Town Assessor

3/10/2025
Consent

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

16. Resolution 2025-194

Settlement of Article 7 Matter - Walgreen/Sheridan-Millersport Partnership V. Town of Amherst

AGENDA ITEM : FEBRUARY 24, 2025

TO: **Town Board**

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

DATE: **February 17, 2025**

RE: **Settlement of Article 7 Matter**
Walgreen Eastern Co., Inc. / Sheridan-Millersport
Partnership 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 24, 2025**)
Emily Murphy, Town Assessor

3/10/2025
Consent

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

17. Resolution 2025-195

Settlement of Article 7 Matter - ACG Willowridge Associates C/O Home Depot #1233 V. Town of Amherst

AGENDA ITEM : FEBRUARY 24, 2025

TO: **Town Board**

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

DATE: **February 17, 2025**

RE: **ACG Settlement of Article 7 Matter**
Willowridge Associates c/o Home Depot #1233 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 24, 2025**)
Emily Murphy, Town Assessor

3/10/2025
Consent

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

18. Resolution 2025-196

Settlement of Article 7 Matter - DEL Associates IV, LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 24, 2025

TO: **Town Board**

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

DATE: **February 17, 2025**

RE: **Settlement of Article 7 Matter**
DEL Associates IV, 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
(*w/attachment,* **Agenda Item : February 24, 2025**)
Emily Murphy, Town Assessor

3/10/2025
Consent

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

19. Resolution 2025-197

Settlement of Article 7 Matter - CJJ LLC V. Town of Amherst,Et Al.

AGENDA ITEM : FEBRUARY 24, 2025

TO: **Town Board**

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

DATE: **February 18, 2025**

RE: **Settlement of Article 7 Matter**
CJJ LLC v. Town of Amherst, et al.

Kindly adopt a resolution authorizing the following:

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

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

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

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 24, 2025**)
Emily Murphy, Town Assessor

3/10/2025
Consent

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

20. Resolution 2025-198

Settlement of Article 7 Matter - Prashant Pendyala (50 Sanctuary Court) V. Town of Amherst, Et Al.

AGENDA ITEM : FEBRUARY 24, 2025

TO: **Town Board**

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

DATE: **February 18, 2025**

RE: **Settlement of Article 7 Matter**
Prashant Pendyala (50 Sanctuary Court) v. Town of Amherst, et al.

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.; and

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

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 24, 2025**)
Emily Murphy, Town Assessor

3/10/2025
Consent

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

21. Resolution 2025-199

Settlement of Article 7 Matter - Uniland and ICC South, Inc. V. Town of Amherst

AGENDA ITEM : MARCH 10, 2025

TO: **Town Board**

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

DATE: **February 26, 2025**

RE: **Settlement of Article 7 Matter**
The Uniland Partnership of Delaware, LP and
ICC South, 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

(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 Assessor for the Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : March 10, 2025**)
Emily Murphy, Town Assessor

3/10/2025
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

22. Resolution 2025-200

Extension of Mutual Confidentiality and Non-Disclosure Agreement (CRS #4611/Extension CRS #5357)

AGENDA ITEM – FEBRUARY 24th, 2025

TO: **Town Board**

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

DATE: **February 19, 2025**

RE: **Extension of Mutual Confidentiality and Non-Disclosure Agreement**
Original CRS #4611/Extension CRS #5357

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

WHEREAS, the Town of Amherst entered into the above agreement on February 26, 2024 for a one-year term to end on February 26, 2025; and

WHEREAS, the initial agreement allowed for a one-year extension if the parties were still discussing and considering the transaction at the end of the [first] year;

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute the attached extension of the above contract until February 26, 2026 pending successful completion of the Contract Routing System (CRS).

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item – February 24, 2025**)

3/10/2025
Consent

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

23. Resolution 2025-201

Settlement of Article 7 Matter - Joseph F. & Benedetta L. Frachetta Living Trust V. Town of Amherst

AGENDA ITEM : MARCH 10, 2025

TO: **Town Board**

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

DATE: **March 5, 2025**

RE: **Settlement of Article 7 Matter**
Joseph F. and Benedetta L. Frachetta Living Trust 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 : March 10, 2025**)
Emily Murphy, Town Assessor

3/10/2025
Consent

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

24. Resolution 2025-202

Settlement of Farrell, Et Al. V. Lowe

AGENDA ITEM : FEBRUARY 24th, 2025

TO: **Town Board**

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

DATE: **February 19, 2025**

RE: **Settlement of Farrell, et al. v. Lowe**
Release of All Claims

Kindly adopt a resolution (1) authorizing the Supervisor to execute a Release of All Claims (Town of Amherst to receive $75,000 in satisfaction of its claims); and (2) authorizing Samuel A. Alba, Esq., Interim Town Attorney, to execute a Stipulation of Discontinuance relative to settling the above litigation matter.

Thank you.

SAA:nmb
c: Tim Koller, Deputy Town Clerk
(**Agenda Item – February 24, 2025**)

3/10/2025
Consent

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

B. TOWN CLERK:

1. Resolution 2025-203

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.

Zachary T Walter
C140 Autumn Creek Ln
East Amherst, NY 14051

3/10/2025
Consent

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

2. Resolution 2025-204

Local Government Records Management Funding CRS #5346

Please authorize the Supervisor to accept funding from the NYS Education Department, Local Government Records Management (LGRMF Grant) CRS 5346, subject to the contract compliance process.

3/10/2025
Consent

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

C. ASSESSOR:

1. Resolution 2025-205

Annual Assessment Support Services Agreement GAR Associates, Inc. (CRS 5356 02/24/2025)

Kindly adopt a resolution authorizing the Supervisor to sign the attached MOU for Annual Assessment Support Services Agreement as outlined above from March 1, 2025 through February 28, 2026 pending successful completion of CRS.

3/10/2025
Consent

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

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2025-206

Senior Center HVAC Replacement

WHEREAS, the Building Maintenance / Facilities Department received bids on October 17, 2024, for Roof Top Unit (RTU) Replacements at the Senior Center; and

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

WHEREAS, per the recommendation from Buffalo Engineering, P.C. Greater Niagara Mechanical, Inc. has been found to be a suitable bidder;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Building Maintenance / Facilities Department to award this contract to Greater Niagara Mechanical, Inc. in the amount of $689,300; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Greater Niagara Mechanical, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System.

3/10/2025
Consent

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

2. Resolution 2025-207

National Flood Insurance Program Training Course

Request to send the Commissioner of Building, a Senior Code Enforcement Officer and a Project Manager to attend a 4-day training event from March 10, 2025 through March 13, 2025 at Stony Brook University in Stony Brook, NY for the National Flood Insurance Program/CRS. Two additional days will be needed for travel. The hotel reserved for this training is nearest to the location of the training. The use of 1 town vehicle will be used for travel.

This course covers the Community Rating System (CRS), a nationwide initiative of FEMA's National Flood Insurance Program (NFIP) and which the Town of Amherst participates in. It describes activities eligible for credit under the 2017 CRS Coordinator's Manual, how a community applies, and how a community modifies an application to improve its classification. There is no cost to attend this course.

Total requested for travel expenses for the 4-day training for 3 people is approximately $4,500.00.

RESULT:	**WITHDRAWN**

3. Resolution 2025-208

Change Order 1; Highway Garage - Unit Heater Replacement, O'Connor Mechanical Corp. TOA Project No. 2025-F-0.02. CRS #5362

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $9,430.00.

During construction, it was found that two additional unit heaters were in need of replacement. The contractor will provide additional unit heaters for a total of four (4) unit heaters installed.

As per the above, the project above shall increase funding required from the project associated with account KP 1924.4972.

Please note that the above request is contingent pending successful completion of the

contract review procedure.

Thank you for considering this request.

3/10/2025
Consent

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

4. Resolution 2025-209

Change Order - Senior Center Cafe Renovation Hayes Construction Services, TOA Project # 2023-F-17.1, CRS # 5372

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $4,439.95.

After evaluating procurement options, it was found to be more cost-effective to have the contractor purchase and install the cooler rather than procuring it separately. This change order reflects the associated cost increase to accommodate this addition within the scope of work.

As per the above, the project above shall increase funding required from the project associated with accounts N24-37.

Please note that the above request is contingent pending successful completion of the contract review procedure. CRS #5372.

Thank you for considering this request.

3/10/2025
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 2025-210

Budget Transfers and Amendments

For February 24, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 2/19/2025
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:***
A1990.4000 Contingency $156,428.51	A1430.1000 Personal Services $124,024.67 A1430.8030 FICA $9,698.27 A1430.8010 Retirement $19,955.57 A1430.8050 Health Ins $2,750.00

To transfer budgeted funds in contingency to cover Res 2025-129.

3/10/2025
Consent

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

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2. Resolution 2025-211

Budget Transfers and Amendments

For March 10, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 03/05/2025
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:***
N2151.4000 TON 1ST Time Homebuyer $10,284.71	N2150.4000 TON Residential Rehab $10,284.71
N2251.4000 TON 1st Time Homebuyer $20,000.00	N2250.4000 TON Residential Rehab $20,000.00
N2351.4000 TON 1st Time Homebuyer $20,000.00	N2350.4000 TON Residential Rehab $20,000.00
N2451.4000 TON 1st Time Homebuyer $20,000.00	N2450.4000 TON Residential Rehab $20,000.00

Requested per Department.

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
A1411.03089 LGRMIF – State Grant $74,830.00	A1411.4110 Contractual $74,830.00

To setup Local Government Records Management Improvement Funds (LGRMIF) State Grant, CRS# 5346.

3/10/2025
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2025-212

Award Informal Bid #20241031 Town Wide Parts Cleaner & Used Oil Filter Removal - CRS #5256

WHEREAS, the Contract Compliance and Administration Department received informal bids on November 12, 2024 for Town Wide Parts Cleaner & Used Oil Filter Removal Service; 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 a two year contract to Crystal Clean, LLC; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Crystal Clean, LLC.

3/10/2025
Consent

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

2. Resolution 2025-213

Amendment to Town Wide Fire Alarm Inspection, Service & Security Monitoring Contract - CRS #5333

WHEREAS, the Contract Compliance and Administration Department awarded Bid #2023052 for Town Wide Fire Alarm Inspection, Service & Security Monitoring on January 22, 2024 (RES-2024-81) to Davis-Ulmer Sprinkler Company, Inc., dba All Sate Fire & Security (Original CRS #4524); and

WHEREAS, the Engineering Department is requesting that the Royal Park Sports Complex building be added to the contract, as per the attached proposal;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the Town Wide Fire Alarm Inspection, Service & Security Monitoring Contract to add the Royal Park Sports Complex building; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract amendment with Davis-Ulmer Sprinkler Company, Inc., dba All Sate Fire & Security.

3/10/2025
Consent

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

3. Resolution 2025-214

Award Bid #2025003 Gorman Rupp Pump Parts - CRS #5334

WHEREAS, the Contract Compliance and Administration Department received bids on January 30, 2025 for Gorman Rupp Pump Parts; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Cummins-Wagner-Siewert, LLC, DBA Siewert Equipment; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Cummins-Wagner-Siewert, LLC, DBA Siewert Equipment.

3/10/2025
Consent

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

4. Resolution 2025-215

Extension of Bid #2022028 Truck & Heavy Equipment Parts & Service - CRS #5338, 5339, 5341, 5350 & 5351

WHEREAS, Five Star Equipment, D&W Diesel, Regional International, Fleet Maintenance and Baschmann Services, Inc. have agreed to extend their contracts for Bid #2022028 Truck & Heavy Equipment Parts & Repair (Original CRS #3632, 3631, 3638, 3637 & 3630) while a new bid is issued for these services;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a three-month extension of the contract with Five Star Equipment, D&W Diesel, Regional International, Fleet Maintenance and Baschmann Services, Inc. for the period of February 17, 2025 through May 16, 2025; and

BE IT FURTHER RESOLVED, that these contracts will terminate once a replacement contract is issued; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extensions with Five Star Equipment, D&W Diesel, Regional International, Fleet Maintenance and Baschmann Services, Inc.

3/10/2025
Consent

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

5. Resolution 2025-216

Award Bid #2025004 Town Wide Electrical - CRS #5342

WHEREAS, the Contract Compliance and Administration Department received bids on February 6, 2025 for Town Wide Electrical; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Goodwin Electric Corporation.

3/10/2025
Consent

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

6. Resolution 2025-217

Award Bid #2025005 Town Wide Towing & Road Service - CRS #5353 & 5354

WHEREAS, the Contract Compliance and Administration Department received bids on February 6, 2025 for Town Wide Towing & Road Service; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to 2113 Factory Outlet Blvd., dba United Auto Towing and to Rusiniak's Service, Inc., as per the bid tabulation; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with 2113 Factory Outlet Blvd., dba United Auto Towing and Rusiniak's Service, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the last contract expired on March 5, 2025.

3/10/2025
Consent

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

7. Resolution 2025-218

Award Bid #2025006 Vacall Combination Sewer Cleaner - Highway Department - CRS #5360

WHEREAS, the Contract Compliance and Administration Department received bids on February 6, 2025 for a Vacall Combination Sewer Cleaner; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Guthrie Heli-Arc, Inc. AKA Guthrie Sales & Service; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Guthrie Heli-Arc, Inc. AKA Guthrie Sales & Service.

3/10/2025
Consent

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

H. COURT:

1. Resolution 2025-219

6Th Month Extension of Edward Byrne Memorial Justice Assistance Grant CRS #5344

Whereas, kindly adopt a resolution authorizing the Supervisor to adopt and execute a six-month extension on a previously approved and executed Grant between the Town of Amherst (Court) and the New York State Division of Criminal Justice Services (NYSDCJS) with regard to the Byrne Memorial Justice Assistance Grant awarded the Amherst Town Court, CRS ID #5344 is attached.

3/10/2025
Consent

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

2. Resolution 2025-220

Amherst Town Justice to Attend Taking the Bench Certification Course

Newly appointed Amherst Town Justice to attend the Spring 2025 Taking the Bench Certification Course in Albany, NY from 4/6/2025 to 4/11/2025 at a cost of $1,380.79.

3/10/2025
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 2025-221

Change Order No. 02-EC & Final – Industrial Power and Lighting Corp. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5337

We are requesting the Town Board Consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which decreases the overall contract by $21,443.53. This change reflects a credit received associated with a revision to the electrical service installation as well as overall changes in materials needed for its installation and other equipment installed throughout the building. Upon approval, the total value of the referenced contract will be reduced to $448,079.71

This credit shall be applied to the project account KP2303.4972.

Thank you for considering this request

3/10/2025
Consent

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

2. Resolution 2025-222

Authorization to Install One (1) Fire Hydrant Bauman Waterline Replacement Project TOA Project No. 2022.018

We are hereby requesting authorization to have one (1) fire hydrant installed at the above location.

The Erie County Water Authority and Erie County Department of Health require the installation of one (1) additional fire hydrant at the above location during the course of construction to satisfy current design standards regarding hydrant spacing on a public potable water distribution system. The hydrant will be the property of the Town of Amherst. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to approve the installation of the referenced hydrant. The Town is to pay the annual maintenance fee of $160.80 each for a total of $160.80.

May we have your approval for the installation of one (1) additional fire hydrant?

Thank you for considering this request.

3/10/2025
Consent

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

3. Resolution 2025-223

Resolution Authorizing Supervisor to Sign a Utility Work Agreement (HC-140) for Sanitary Sewer Manhole Adjustment on Campbell Blvd (Route 270) from N. French Road to the Erie County Line NYSDOT PIN 5181.10; D265453 CRS #5361

The New York State Department of Transportation (NYSDOT) has an upcoming safety improvement project Campbell Blvd. between N. French Road and Erie County line, including a portion of N. French Road between Campbell Blvd. and I-990. As part of this project, it will be necessary for NYSDOT to adjust the Town's existing sanitary manhole covers within the project limits. Enclosed is a copy of NYSDOT Form HC-140 for the adjustment of sanitary manholes at **no** cost to the Town. As part of this coordination, the Town's Sewer Maintenance Division will adjust a sanitary flow monitor in the project work limits.

We are requesting an approved resolution authorizing the Supervisor to sign these utility work agreements granting the State of New York authority to perform the manhole cover adjustments for the Town of Amherst and agreeing that the Town will maintain the facilities adjusted via State-let contract.

The executed HC-140 Forms signed by the Town Supervisor will be sent along with a certified resolution to the NYSDOT and once fully executed they will return a fully executed agreement via email for our records.

This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

3/10/2025
Consent

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

4. Resolution 2025-224

Resolution Authorizing Supervisor to Sign Utility Work Agreements for A Street Light Transfer on Campbell Blvd (Route 270) from N. French Road to the Erie County Line NYSDOT PIN 5181.10; D265453; TOA Job #2025.012 CRS #5378

The New York State Department of Transportation (NYSDOT) has an upcoming safety improvement project Campbell Blvd. between N. French Road and Erie County line, including a portion of N. French Road between Campbell Blvd. and I-990. As part of this project, it will be necessary for the Town of Amherst to relocate a Town-owned street light fixture and bracket using the Town's LED Street Lighting maintenance contractor.

We are requesting approval of the attached resolution authorizing the Supervisor to sign the necessary utility work agreements that allow for the Town to be reimbursed by the State of New York for this work, at an estimated cost of $2,770.00. Funding is available from account A5182 – 4110.

Upon adoption, the executed HC-140 and MACC agreements signed by the Town Supervisor will be sent along with a certified resolution to the NYSDOT. Once fully executed, NYSDOT will return a fully executed agreement via email for our records. After work is complete, the Engineering Department will submit for reimbursement.

This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

3/10/2025
Consent

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

5. Resolution 2025-225

Award of Bid – Installation of New Guide Rail at Frankhauser Road and Fairways Boulevard Intersection Pavilion Drainage Supply Co. Inc. Town of Amherst Job# 2004.078A

On February 27, 2025 bids were received for the above referenced project. After review of the single bid received (tabulation attached), and information pertaining to the qualifications and experience of the bidder, we recommend the contract be awarded to Pavilion Drainage Supply Co. Inc., 6630 Ellicott Street Road, Pavilion, NY 14525 at their low base bid amount of $18,225.00.

Funding is available from the project bond account KP2236-4972.

May I please have your approval to award this low contract? Thank you for considering this request.

3/10/2025
Consent

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

6. Resolution 2025-226

Award of Bid – North Forest Rd. / West Klein Rd. Intersection Pedestrian Improvements Concrete Applied Technologies Corp. Dba CATCO Town of Amherst Job# 930069A

On February 27, 2025 bids were received for the above referenced project. After review of the two (2) bids received (tabulation attached), and information pertaining to the qualifications and experience of the bidders, we recommend the contract be awarded to Concrete Applied Technologies, dba CATCO, 1266 Townline Road, Alden, NY 14004, at their low base bid and alternate #1 sum of $132,570.00.

Funding is available from the project bond account KP2318-4972.

May I please have your approval to award this low contract? Thank you for considering this request.

3/10/2025
Consent

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

7. Resolution 2025-227

Award of Bid – Bauman Waterline Replacement Project 2024 – 2029 CIP Project E-1 2022 – 2027 CIP Project E-30 T.O.A. Project No. 2022.018

On February 27, 2025 bids were received for the above referenced project. After review of the six (6) bids received (bid tabulation attached), we recommend award of this contract to E&R General Construction Inc., 38 Saint David's Dr., West Seneca, NY 14224, in the amount of $494,456.00.

Funding for this contract shall be as follows:

$330,950.00 from project account KP2217.4972
$163,506.00 from project account KP2416.4972

Thank you for considering this request.

3/10/2025
Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2025-228

Authorize Supervisor to Sign NOCO ENERGY CORP. Fuel Gas Contract - CRS #5340

WHEREAS, NOCO ENERGY CORPORATION, was one of the winning bidders for the New York STATE contract for the purchase of Gasoline and Flex Fuel E-85, Group 05600, Award number 23344, Contract number, PC70573 and this contract is open to Political subdivisions; and

NOW, therefore be it resolved, the Town Board authorizes the Supervisor to sign the contract with NOCO ENERGY CORPORATION for the Town of Amherst to piggyback on the NYS - OGS contract from 2/14/2025 through 01/09/2027.

This contract is subject to the Contract Routing System (CRS #5340) and the approval of the Town Attorney.

3/10/2025
Consent

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

2. Resolution 2025-229

Authorize Supervisor to Sign VALLEY FAB & EQUIPMENT INC Contract Extension - CRS #5311

WHEREAS, BID # 2022035 Highway Department allows for the contract to be extended for a period of one (1) year at the same terms and conditions; and

WHEREAS, The Highway Department is requesting approval for the extension of the contract under Resolution 2024-88 from 01/03/2025 through 01/02/2026.

This contract is subject to the Contract Routing System (CRS #5311) extension and the approval of the Town Attorney.

3/10/2025
Consent

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

3. Resolution 2025-230

Authorize Supervisor to Sign JOE JOHNSON EQUIPMENT CONTRACT EXTENSION - CRS #5312

WHEREAS, BID #2022035 Highway Department allows for the contract to be extended for a period of one (1) year at the same terms and conditions; and

WHEREAS, The Highway Department is requesting approval for the extension of the contract under Resolution 2024-88 from 01/03/2025 through 01/02/2026.

This contract is subject to the Contract Routing System (CRS #5312) extension and the approval of the Town Attorney.

3/10/2025
Consent

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

4. Resolution 2025-231

NYS-OGS Contract Piggyback Public Safety Communications Equip/Svc-FM COMM EXTENSION-CRS #5335/4534

The Highway Department requests the Town Board grant the Supervisor permission to sign a contract with FM Communications Inc and the Town of Amherst. Purchases are for parts and service for Public Safety Communications Equipment (2-way radios) bases on NYS-OGS Award 23141, Group 77200, Contract PT69525 from 08/27/2019 through 08/26/24 through 08/26/2029. Labor Rates based on Resolution 2019-1301, CRS #1752.

FM COMMUNICATIONS, INC is located at 1914 Colvin BLVD, Tonawanda, NY 14150.

BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract subject to the Contract Routing System (CRS #5335) and the approval of the Town Attorney.

3/10/2025
Consent

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

5. Resolution 2025-232

Niagara Frontier Equipment Sales Inc Extension for Tractor Parts CRS #5349/3903/2291

The Highway Department is requesting the Town Board authorize an agreement extension for Tractor Parts for Resolution 2021-54 for BID #2020028A for Niagara Frontier Equipment Sales Inc; and will be valid from the date of execution by the Town of Amherst Board through 01/03/2027.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the

Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5349/3903/2291) and the approval of the Town Attorney.

3/10/2025
Consent

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

6. Resolution 2025-233

Travel Approval - Signal Shop - Highway Department

Please approve travel for three (3) employees from the Highway Department - Signal Division to attend the IMSA (International Municipal Signal Association) classes for two (2) employee's for WORK ZONE AND TRAFFIC SIGNAL I and one (1) employee for SIGNS AND MARKINGS I from March 23, 2025 to March 28, 2025 in Borden, New Jersey.

These classes are necessary for the safety of our employees, to remain compliant with Federal and State guidelines and have certified personnel on staff.

Thank you for your time and consideration.

3/10/2025
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2025-234

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

Recreation Attendant - PT (3 Positions), Effective February 25, 2025, Temporary, $15.50 ph, Step 1 for Joseph Manna, Sean Cadden and Anagha Menon.

3/10/2025
Consent

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

2. Resolution 2025-235

Recreation Supervisor - PT/Youth & Recreation

Recreation Supervisor - PT/Youth & Recreation, Effective February 25, 2025, Temporary, $18.10 ph, Step 3 for John Brewster.

3/10/2025
Consent

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

3. Resolution 2025-236

Interim Release-New York Liquidation Bureau

Please authorize the Supervisor to sign the Interim Release from New York Liquidation Bureau on behalf of the Reliance Insurance Company which reimburses the Town the sum of $20,425.02 from the Excess Workers' Compensation Policy.

3/10/2025
Consent

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

4. Resolution 2025-237

Supervising Paralegal/Town Attorney's Office

Please appoint and create a Supervising Paralegal to the Town Attorney's Office. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an annual salary of $86,016.75, Grade 3, Step I of the Exempt Non-Department Head Salary Schedule for Nicole Burroughs.

This is a promotion for an employee currently serving as a Senior Paralegal.

3/10/2025
Consent

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

5. Resolution 2025-238

Extended Leave of Absence Without Pay/Engineering-Plant #16

Please authorize an Extended Leave of Absence Without Pay to an employee at the Engineering-Plant #16 Department. Effective February 19, 2025 through February 18, 2026.

3/10/2025
Consent

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

6. Resolution 2025-239

School Crossing Guard- PT/Police Department

Please appoint a School Crossing Guard - PT to the Police Department. Effective February 25, 2025, Temporary, $15.50 ph, Step 1 for Laurella Maj.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

3/10/2025
Consent

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

7. Resolution 2025-240

Public Relations Coordinator/Senior Services

Please appoint a Public Relations Coordinator to the Senior Services Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 25, 2025 at an annual salary of $55,524, Grade 10, Step E for Darlene Wilber.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

Please authorize a six (6) month residency waiver.

3/10/2025
Consent

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

8. Resolution 2025-241

Maintenance Worker/Engineering-Sewer Maintenance Department

Please appoint a Maintenance Worker to the Engineering-Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil

Service Rule XIII. Effective February 25, 2025 at an hourly rate of $20.63, Grade 2, Step 1 for Andrew Bezinque.

This is a promotion for an employee currently serving as Laborer and will be transferring to the Engineering-Sewer Maintenance Department.

Replacing an employee who retired.

3/10/2025
Consent

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

9. Resolution 2025-242

Wastewater Treatment Plant Operator-Trainee/Engineering Department

Please appoint a Wastewater Treatment Plant Operator -Trainee to the Engineering Department-Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 25, 2025 at an hourly rate of $24.26, Grade IV, Step 1 for Daniel Diehl.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

3/10/2025
Consent

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

10. Resolution 2025-243

Wastewater Treatment Plant Operator-Trainee/Engineering Department

Please appoint a Wastewater Treatment Plant Operator-Trainee to the Engineering Department-Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 25, 2025 at an hourly rate of $24.26, Grade IV, Step 1 for Cory Considine.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.
Replacing an employee who retired.

3/10/2025
Consent

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

11. Resolution 2025-244

Working Crew Chief/Engineering-Sewer Maintenance

Please appoint a Working Crew Chief to the Engineering-Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $34.86, Grade V, Step 9 for Philip Geraci.

This is a promotion for an employee currently serving as Laborer Crew Chief and replacing an employee who retired.

3/10/2025
Consent

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

12. Resolution 2025-245

Laborer Crew Chief/Engineering-Sewer Maintenance

Please appoint a Laborer Crew Chief to the Engineering -Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $28.21, Grade IV, Step 4 for Timothy Petrie.

This is a promotion for an employee currently serving as Motor Equipment Operator and due to an employee being promoted.

3/10/2025
Consent

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

13. Resolution 2025-246

Motor Equipment Operator/Engineering-Sewer Maintenance

Please appoint a Motor Equipment Operator to the Engineering-Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $25.63, Grade III, Step 4 for Hannah Clarkson.

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

3/10/2025
Consent

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

14. Resolution 2025-247

Automotive Mechanic/Engineering-Sewer Maintenance

Please appoint an Automotive Mechanic to the Engineering-Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $28.21, Grade IV, Step 4 for Jeremiah Cordero.

This is a promotion for an employee currently serving as Motor Equipment Operator and due to an employee being promoted.

3/10/2025
Consent

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

15. Resolution 2025-248

Working Automotive Crew Chief/Engineering-Sewer Maintenance

Please appoint a Working Automotive Crew Chief to the Engineering-Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $31.15, Grade V, Step 5 for Jason Bezinque.

This is a promotion for an employee currently serving as Automotive Mechanic and replacing an employee who retired.

3/10/2025
Consent

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

16. Resolution 2025-249

Laborer Crew Chief/Engineering-Sewer Maintenance

Please appoint a Laborer Crew Chief to the Engineering-Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $28.21, Grade IV, Step 4 for Michael Lowe, Jr.

This is a promotion for an employee currently serving as Motor Equipment Operator and replacing an employee who retired.

3/10/2025
Consent

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

17. Resolution 2025-250

Automotive Mechanic/Engineering-Sewer Maintenance

Please appoint an Automotive Mechanic to the Engineering-Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $25.57, Grade IV, Step 2 for Jeffrey Vetter.

This is a promotion for an employee currently serving as Motor Equipment Operator.

3/10/2025
Consent

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

18. Resolution 2025-251

Maintenance Worker (2 Positions) Engineering-Sewer Maintenance

Please appoint two (2) Maintenance Workers to the Engineering-Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $20.63, Grade II, Step 1 for Dylan Anderson and Kevin Sullivan.

Contingent upon completing all pre-employment requirements.

Replacing employees that retired.

3/10/2025
Consent

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

19. Resolution 2025-252

Code Enforcement Officer (2 Positions)/Building Department

Please appoint two (2) Code Enforcement Officers to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an annual salary of $62,635, Grade 16, Step B for William Prenevau III and Emily Zierk.

These are promotions for employees currently serving as Assistant Code Enforcement Officers.

3/10/2025
Consent

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

20. Resolution 2025-253

Senior Wastewater Facilities Mechanic/Engineering-Plant #16

Please appoint a Senior Wastewater Facilities Mechanic to the Engineering-Plant #16 Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 25, 2025 at an hourly rate of $34.25, Grade V, Step 8 for Anthony Cifelli.

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

3/10/2025
Consent

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

21. Resolution 2025-254

Senior Wastewater Facilities Mechanic/Engineering-Plant #16

Please appoint a Senior Wastewater Facilities Mechanic to the Engineering-Plant #16 Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 25, 2025 at an hourly rate of $28.25, Grade V, Step 3 for Brian Pietrzyk.

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

3/10/2025
Consent

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

22. Resolution 2025-255

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 25, 2025 at an hourly rate of $24.26, Grade IV, Step 1 for Christopher Dorchak.

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

3/10/2025
Consent

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

23. Resolution 2025-256

Police Officer/Police Department

Please appoint a Police Officer to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII(c). Effective February 25, 2025 at an annual salary of $69,522. Contingent upon successful completion of all pre-employment requirements and Erie County Civil Service Rules and Regulations.

Replacing an employee who retired.

RESULT:	**WITHDRAWN**

24. Resolution 2025-257

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective March 11, 2025, Temporary, $15.50 ph, Step 1 for Emily Wargo.

3/10/2025
Consent

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

25. Resolution 2025-258

Extended Sick Leave of Absence Without Pay/Highway Department

Please authorize an Extended Sick Leave of Absence Without Pay to an employee at the Highway Department. Effective December 1, 2024 through May 13, 2025.

3/10/2025
Consent

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

26. Resolution 2025-259

Leave of Absence Without Pay/Police Department

Please authorize a Leave of Absence Without Pay for Military Duty in the Police Department. Effective March 4, 2025 through April 15, 2025.

3/10/2025
Consent

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

27. Resolution 2025-260

Sr. Deputy Town Attorney/Town Attorney's Office

Please appoint a Sr. Deputy Town Attorney to the Town Attorney's Office. Permanent, effective March 17, 2025 at an annual salary of $116,894.83, Grade 1, Step G of the 2025 Exempt Non-Department Head Salary Schedule for Jane Hughes.

3/10/2025
Consent

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

28. Resolution 2025-261

Town Attorney/Town Attorney's Office

Please appoint a Town Attorney to the Town Attorney's Office. Permanent, effective April 1, 2025 at an annual salary of $165,003.22, Grade 1, Step M of the 2025 Exempt Department Head Salary Schedule for Steven Bengart.

Replacing an employee who resigned.

3/10/2025
Consent

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

O. INFORMATION TECHNOLOGY:

1. Resolution 2025-262

Disposition of Equipment

According to the Town's Property Disposition Policy (Res. 2011-1032), the Information Technology Department and Town Clerk are requesting approval from the Town Board to terminate the contract supporting the Docuware document management system used in the Town Clerk's Office as that software platform has been replaced by Laserfiche.

3/10/2025
Consent

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

P. PLANNING:

1. Resolution 2025-263

To Adopt the 2025-2029 Amherst HOME Consortium Consolidated Plan and 2025 Amherst CDBG/HOME Action Plan and to Authorize the Supervisor to Submit the Plans to HUD

WHEREAS, the Town has prepared a 2025-2029 Amherst HOME Consortium Consolidated Plan as a guideline for the use of Federal funding to the Consortium to address the needs and objectives of the low to moderate income population in the community over the next five years and the 2025 Amherst Annual Action Plan delineating the use of CDBG and HOME funds for Program Year 2025 to address the Town's housing and community development needs identified in the 5-Year Consolidated Plan; and

WHEREAS, the Town has complied with HUD requirements that at least two public hearings be held to advise citizens of the availability of CDBG and HOME funds for Fiscal Year 2025; now, therefore, be it

RESOLVED that the Amherst Town Board hereby adopts the 2025-2029 Amherst HOME Consortium Consolidated Plan and the CDBG/HOME Action Plan for the Town of Amherst for April 1, 2025-March 31, 2026, as provided to the Town Board prior to this meeting and directs the Supervisor to act as official representative of the Town in submitting the Five Year Consolidated Plan and Action Plan and amendments thereto, all understandings and assurances contained therein, and authorizes him to act in connection with the submission of the Action Plan and to provide such additional information as may be required by the Department of Housing and Urban Development.

3/10/2025
Consent

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

2. Resolution 2025-264

Cooperation Agreement with the Village of Williamsville CRS #5336

WHEREAS, the Town applies for Community Development Block Grant funds & HOME Investment Partnership Grant funds each year from the U.S. Department of Housing & Urban Development; and

WHEREAS, the U.S. Department of Housing and Urban Development requires that the Town allocate seven percent of the Community Block Grant funds to the Village; and

WHEREAS, the Village is required to allocate and spend the funds on eligible activities in the Village;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Amherst authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to enter into a Cooperation Agreement, attached hereto, with the Village of Williamsville for the 2025-2027 Community Development program years.

3/10/2025
Consent

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

Q. POLICE:

1. Resolution 2025-265

Training & Travel Request NCFI Introduction to Phone Repair

TOWN BOARD AGENDA ITEM : FEBRUARY 24, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
NCFI Introduction to Phone Repair

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 29, 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 24, 2025)**

3/10/2025
Consent

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

2. Resolution 2025-266

Training & Travel Request NYTOA TacOps North Tactical Training Conference & Expo

TOWN BOARD AGENDA ITEM : MARCH 10, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
NYTOA TacOps North Tactical Training Conference & Expo

Kindly adopt a Resolution authorizing four (4) Officers to attend the above entitled training conference. This course is being held in Verona, New York from April 15, 2025 through April 18, 2025. The cost for this training and travel is $4,581.46.

Thank you.

SPC:msl
Attachments
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 10, 2025)**

3/10/2025
Consent

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

3. Resolution 2025-267

Training & Travel Request Advanced Homicide Symposium

TOWN BOARD AGENDA ITEM : MARCH 10, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
Advanced Homicide Symposium

Kindly adopt a Resolution authorizing two (2) Officers to attend the above entitled training symposium. This course is being held in Harrisburg, Pennsylvania from March 9, 2025 through March 14, 2025. The cost for this training and travel is $2,261.60.

Thank you.

SPC:msl
Attachments
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 10, 2025)**

3/10/2025
Consent

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

R. SENIOR SERVICES:

S. SEWER/PLANT 16:

1. Resolution 2025-268

Purchase of 1-Year Subscription Mitchell1 ProDemand Online Service Manual CRS No. 5327

We respectfully request the Town Board to approve payment to Mitchell1 in order to renew our online subscription of Automotive Service/Repair Manuals for vehicle maintenance and repairs. The online subscription provides important software-driven diagnostic tools for the Engineering Department. The total amount for the 1-year subscription is $2,640.00.

We are also requesting an insurance waiver as this is for an online-only subscription and Mitchell1 will not have access to Town network. Funding will be available from the Sewer Maintenance account G 9000 - 4240.

This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

3/10/2025
Consent

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

2. Resolution 2025-269

Alfa Laval Inc. Payment Authorization WPCF Centrifuge 6 Repair

The Engineering Department-Water Pollution Control Facility Division is currently seeking Town Board approval to authorize the Comptroller's Office to pay Alfa Laval invoice 285753161 for $12,788.04.

During the last week of January 2024, both dewatering centrifuges (#5 and #6) experienced unforeseen mechanical issues. As such, the WPCF could not dewater sludge for disposal, which is critical to the WPCF's operation. With the help from the Alfa Laval technical support team, the backup centrifuge (#5) was brought back on line, allowing dewatering to begin the following week.

The primary machine, centrifuge (#6) remained out of service until further work was completed. Facility personnel immediately ordered the parts required for this repair through Alfa Laval, the original equipment manufacturer. These parts were installed through CMS 4740-4409 Centrifuge Repair - Town Board Resolution 2024-399.

Funds for this request are available in KP2136-2150.

Thank you for considering this request.

3/10/2025
Consent

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

3. Resolution 2025-270

Hach WIMS - Water Information Management Solution Software and Server Migration Aquatic Informatics Inc. CRS No. 5355

The WPCF is requesting that the Town Board authorize the Supervisor to sign an annual licenses and support agreement along with the server migration services with Aquatic Informatics Inc. Aquatic Informatics Inc. is the sole source provider of the Hach WIMS software utilized at the WPCF. The term of this contract will be backdated from February 8, 2025 through February 7, 2026.

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

Funds will be available in G9916-2130.

Thank you for considering this request.

3/10/2025
Consent

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

4. Resolution 2025-271

Change Order No. 2 Hohl Industrial Services Inc. WPCF: Disinfection and Metering System Improvements – General Contract Town of Amherst Project No. 2016.002A CRS #5373

Attached, please find a copy of the above referenced Change Order #2 which calls for a $72,756.46 decrease to Hohl Industrial Services Inc.'s contract amount. This Change Order reflects final quantity adjustments. The final value of this contract shall be $3,018,443.54.

May we have your approval to award Hohl Industrial Services Inc. the above referenced Change Order? Thank you for considering this request.

3/10/2025
Consent

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

5. Resolution 2025-272

Contract Extension Bid 2023007 Laboratory Testing Services Pace Analytical Services, LLC CRS No. 5375

The Engineering Department is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Pace Analytical Services, LLC Formally known as Alpha Analytical. The terms and conditions within the current contract, bid 2023007 Laboratory Testing Services will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from April 13, 2025 through April 12, 2027.

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

Funds for this request are available in G9916-4860 and G9999-4110

Thank you for considering this request.

3/10/2025
Consent

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

6. Resolution 2025-273

Professional Services Contract Stormwater Inspection Services JM Davidson Engineering, D.P.C. CRS #5376

The Engineering Department is requesting the Town Board to authorize the Town Supervisor to sign the contract between the Town of Amherst and JM Davidson Engineering, D.P.C. This contract serves as a multi-year price agreement to perform stormwater inspection services for on-going projects, on an "as-needed" basis, on behalf of the Town. This agreement will cover the professional services through December 31, 2027.

Funds for these consultant services will be collected from developers by the Engineering Department as Stormwater Inspection Permit fees. The fees will be placed in an escrow account (AG4010-0699) and will be paid to consultants following project completion. The entire cost of inspection services is funded through the fee collection, with no financial impact to the Town.

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

3/10/2025
Consent

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

7. Resolution 2025-274

Professional Services Contract - Nussbaumer & Clarke, Inc. Stormwater Inspection Services CRS #5377

The Engineering Department is requesting the Town Board to authorize the Town Supervisor to sign the contract between the Town of Amherst and Nussbaumer & Clarke, Inc. This contract serves as a multi-year price agreement to perform stormwater inspection services for on-going projects, on an "as-needed" basis, on behalf of the Town. This agreement will cover the professional services through December 31, 2027.

Funds for these consultant services will be collected from developers by the Engineering Department as Stormwater Inspection Permit fees. The fees will be placed in an escrow account (AG4010-0699) and will be paid to consultants following project completion. The entire cost of inspection services is funded through the fee collection, with no financial impact to the Town.

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

3/10/2025
Consent

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

8. Resolution 2025-275

Professional Services Contract - GHD Consulting Services, Inc. Stormwater Inspection Services CRS #5374

The Engineering Department is requesting the Town Board to authorize the Town Supervisor to sign the contract between the Town of Amherst and GHD Consulting Services, Inc. This contract serves as a multi-year price agreement to perform stormwater inspection services for on-going projects, on an "as-needed" basis, on behalf of the Town. This agreement will cover the professional services through December 31, 2027.

Funds for these consultant services will be collected from developers by the Engineering Department as Stormwater Inspection Permit fees. The fees will be placed in an escrow account (AG4010-0699) and will be paid to consultants following project completion. The entire cost of inspection services is funded through the fee collection, with no financial impact to the Town.

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

3/10/2025
Consent

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

9. Resolution 2025-276

2025-2030 CIP Amendment Project S-3: WPCF Oxygen Separation System Replacement

The Engineering Department is requesting the amendment of the approved Town of Amherst 2025-2030 CIP to change the 2026 funding source on the project listed in the table below. In anticipation of seeking grant funding for this project, the district will need to secure a bond resolution for the total project bond amount of $10,000,000, even though the borrowing for each phase of this project will occur over two consecutive years.

Project ID#	Project Title	Supervisor's Approved 2026 CIP Amount	Amended 2026 CIP Amount
S-3	WPCF Oxygen Separation System Replacement	$5,000,000 (LW) $1,000,000 (F/S)	$6,000,000 (LW)

May we have your approval for the above referenced CIP Amendment? Thank you for considering this request.

3/10/2025
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 2025-277

Authorization to Travel (NARCE)

Authorize Eric Guzdek, Linda Groff, Brian Bush and Frank Pieber to travel to the North American Rink Conference and Expo in Milwaukee, WI from May 12-16, 2025 for specialized training. Also authorize the use of a town vehicle.

3/10/2025
Consent

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

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2. Resolution 2025-278

Authorization to Pay Vendor (EnerSys)

WHEREAS, the Youth & Recreation Department is in the process of negotiating a contract with EnerSys to service the ice resurfacers at the Northtown Center at Amherst, and

WHEREAS, before the contract could be fully executed, a charger module and battery cells failed during an especially busy week of ice rentals, and

WHEREAS, in an effort to ensure the ice resurfacers were operational and safe and to mitigate potential loss of revenue, an emergency repair had to be conducted,

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board authorizes a payment of $2,939.08 to EnerSys for repairs and parts from funds encumbered from the 2024 budget.

3/10/2025
Consent

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

3. Resolution 2025-279

Electric Service Proposal WR #30952679 - CRS #5343

Authorize the Supervisor to sign an agreement between the Town of Amherst and National Grid for installation of new electric service at the Northtown Center at Amherst as part of the chiller plant upgrade, pending satisfactory completion of the contract routing process.

3/10/2025
Consent

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

4. Resolution 2025-280

Authorization to Pay Vendor (Graybar)

WHEREAS, the Town of Amherst has signed contracts with National Grid (CRS #4965 and CRS #5039) for energy efficient lighting upgrades at the Northtown Center at Amherst, and

WHEREAS, as part of these contracts, purchase of lighting and fixtures was awarded to Graybar, and

WHEREAS, Graybar underestimated the number of fixtures necessary when putting together the proposal and the mistake was not caught until after the contracts had been awarded, and

WHEREAS, the Town of Amherst is negotiating with National Grid for an additional rebate on the extra fixtures, and

WHEREAS, the fixtures are installed and cannot be returned,

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board authorizes a payment of $8,240.02 to Graybar to be paid out of funds encumbered from the 2024 budget.

3/10/2025
Consent

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

5. Resolution 2025-281

Travel Authorization (CADCA)

Authorize employee Anne Rohrer to travel to the Community Anti-Drug Coalition of America's annual National Leadership Forum in National Harbor, MD as a requirement of the town's federal Drug Free Communities grant. Also authorize reimbursement for Amherst Youth & Community Coalition member Endell Osuna who will be attending on the town's behalf. All travel will be covered by grant funds.

3/10/2025
Consent

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

6. Resolution 2025-282

Legislative Grant - CRS #5358

Authorize the Supervisor to sign a contract between the Town of Amherst and the New York State Office of Children and Family Services for funding for the Northwest Amherst Community Center, pending successful completion of the contract routing process.

3/10/2025
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 2025-11

Request for Public Hearing - 1692 Maple Road

Request from Sean Hopkins, Esq. for a public hearing with respect to the rezoning of 1692 Maple Road from R-3 to OB.

This hearing has been schedule for April 7th.

3/10/2025
Consent

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

2. Communication 2025-12

Notice of Claim: Mark C. Foster Vs. Town of Amherst

3/10/2025
Referred to Town Attorney

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

3. Communication 2025-13

Notice of Claim: State Farm Mutual Automobile Insurance Company A/S/O Todd a Elis Vs. Town of Amherst

3/10/2025
Referred to Town Attorney

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

4. Communication 2025-14

Notice of Claim: Aldo Giammusso Vs. Town of Amherst

3/10/2025
Referred to Town Attorney

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

5. Communication 2025-15

Notice of Claim: Todd Elis Vs. Town of Amherst

3/10/2025
Referred to Town Attorney

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

6. Communication 2025-16

Notice of Claim: Ashley Torgalski Vs. Town of Amherst

3/10/2025
Referred to Town Attorney

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

7. Communication 2025-17

Notice of Claim: Purificacion Turner Vs. Town of Amherst Et Al.

3/10/2025
Referred to Town Attorney

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

8. Communication 2025-18

Order to Show Cause: James Gawron Vs. Town of Amherst Et Al.

3/10/2025
Referred to Town Attorney

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

9. Communication 2025-19

Complaint: Renay Lynch Vs. Town of Amherst Et Al.

3/10/2025
Referred to Town Attorney

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

10. Communication 2025-20

Summons and Complaint: Servbank, SB Vs. Town of Amherst Et Al.

3/10/2025
Referred to Town Attorney

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

11. Communication 2025-21

Summons and Complaint: Wilmington Savings Fund Society, FSB Vs. Town of Amherst Et Al.

3/10/2025
Referred to Town Attorney

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

12. Communication 2025-22

Summons and Complaint: PHH Mortgage Corporation Vs. Town of Amherst Et Al.

3/10/2025
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 2025-283

Private Improvement Permit No. 3135 Sanitary Sewer – 2635 North Forest Road 2022.032/SP-2022-14

Attached please find an application for a Sanitary Sewer Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $8,464.50.

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 $7,095.00 which will be held in escrow to cover the inspection costs, and one in the amount of $1,219.50 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. 3135.

Thank you for considering this request.

3/10/2025
Consent

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

2. Resolution 2025-284

Public Improvement Permit No. 3146 Sanitary Sewer – Miller's Crossing Subdivision Phase 3 2018.043/SUB-2018-02

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $9,628.00.

We are sending three (3) checks to the Comptrollers Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $7,807.00 which will be held in escrow to cover the inspection costs, and one in the amount of $1,671.00 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. 3146.

Thank you for considering this request.

3/10/2025
Consent

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

3. Resolution 2025-285

Public Improvement Permit No. 3147 Waterline – Miller's Crossing Subdivision Phase 3 2018.043/SUB-2018-02

Attached please find an application for a Waterline Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $6,949.00.

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 $6,799.00 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. 3147.

Thank you for considering this request.

3/10/2025
Consent

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

4. Resolution 2025-286

Public Improvement Permit No. 3148 Paving & Curbing – Miller's Crossing Subdivision Phase 3 2018.043/SUB-2018-02

Attached please find an application for a Paving & Curbing Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $14,057.50.

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 $13,907.50 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. 3148.

Thank you for considering this request.

3/10/2025
Consent

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

5. Resolution 2025-287

Public Improvement Permit No. 3149 Storm System – Miller's Crossing Subdivision Phase 3 2018.043/SUB-2018-02

Attached please find an application for a Storm System Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $15,045.00.

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 $14,895.00 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. 3149.

Thank you for considering this request.

3/10/2025
Consent

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

6. Resolution 2025-288

Public Improvement Permit No. 3154 Sanitary Sewer – 669 Youngs Road 2010.083/SP-2010-21

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $9,695.00.

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 $9,545.00 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. 3154.

Thank you for considering this request.

3/10/2025
Consent

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

7. Resolution 2025-289

Private Improvement Permit No. 3155 Sanitary Sewer – 669 Youngs Road 2010.083/SP-2010-21

Attached please find an application for a Sanitary Sewer Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $30,344.00.

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 $30,194.00 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. 3155.

Thank you for considering this request.

3/10/2025
Consent

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

XVII. 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 8:02 PM.

The following speakers addressed the Town Board:
Chris Drongosky, Mill St - Golf revenues
John Trabert, 234 Mt Vernon Rd - Resolution 2025-183 & 184
Karen Howard, 194 Roycroft Blvd - Resolution 2025-177
Jina Gentry, 65 Bussell Dr - maintenance of street lights

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 8:09 PM.

XVIII. 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 March 10, 2025 was adjourned at 8:25 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29611 **RESOLUTION 2025-177** **ADOPTED**

Amend Adopted 2025-2030 Capital Improvement Program

Please amend the 2025-2030 Capital Improvement Program as outlined below. The total 2025 bond amount remains the same.

	2025 Original	2025 Revised	2026 Original	2026 Revised
H-6 Reconstr. of Burroughs Dr.	553 LD	500 LD	- 0 -	- 0 -
YR-1A ~~Rec Complex Impr.~~	305 LA	305 LA	350 F/S	- 0 -
Paradise Park Impr.	250 F/S	250 F/S	1,200 X	- 0 -
YR-8A N. French Soccer Impr.	- 0 -	53 LA	- 0 -	- 0 -
	- 0 -	350 F/S		
	- 0 -	1,200 X		

3/10/2025
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: 03/10/25 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by: **Councilmember Jacqualine Berger**

DOC ID: 30086 **RESOLUTION 2025-178** **ADOPTED**

AGFAB Appointment

WHEREAS, the purpose and mission of the Amherst Government Financial Advisory Board 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 Amherst Government Financial Advisory Board, also known as AGFAB, consists of seven (7) members appointed by the Amherst Town Board majority to serve a two (2) year term; and

WHEREAS, the Amherst Government Financial Advisory Board will meet once a quarter, or more, as needed; and

WHEREAS, the Amherst Government Financial Advisory Board's current roster of five (5) members, who shall continue to serve until their term of appointment expires, as follows:

Jason Zaklikowski, Vice Chair, term concludes 12-31-2025;
Helaine Sanders, Member, term concludes 12-13-2026;
John DiPasquale, Member, term concludes 12-31-2025; and

WHEREAS, the Members of the AGFAB shall, by majority vote, elect a Chairperson from among the members and such officers as may be deemed necessary from time to time; and

WHEREAS, Patricia Dunne has expressed interest in serving on the AGFAB; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Amherst Town Board appoints Patricia Dunne for a term to conclude December 31, 2026.

3/10/2025
Consent

FINANCIAL IMPACT:

None

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Michael Szukala
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: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30095 **RESOLUTION 2025-179** **ROLL CALL VOTE (ADOPTED)**

Town Road Pavement Improvements (Bond Resolution - $1,110,000)

AGENDA ITEM : FEBRUARY 24th, 2025

TO: **Town Board**

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

DATE: **February 19, 2025**

RE: **Town Road Pavement Improvements**
2025-2030 C.I.P. – Project H-1
Bond Resolution - $1,110,000

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 $1,110,000.00 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 24, 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*)

3/10/2025
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 - $1,110,000

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

Transmitted electronically

MEMORANDUM February 14, 2025

TO: Steven Floss, Highway Superintendent

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
Town Road Pavement Improvements
2025-2030 C.I.P. Project H-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)(5) 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)\02_14_2025_H-1_Town Road Pavement Imrovements.docx

cc:
Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: 02_14_2025_H-1_Town Road Pavement Improvements (RES-2025-179 : Town Road Pavement Improvements (Bond Resolution -

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

February 24, 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 24, 2025.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Shawn Lavin, Deputy Supervisor/Councilman Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman 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-2025-179 : Town Road Pavement Improvements (Bond Resolution - $1,110,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED FEBRUARY 24, 2025, AUTHORIZING TOWN-WIDE ROAD PAVEMENT IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $1,110,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $1,110,000 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 undertake Town-wide road pavement improvements as described in the map, plan and report dated February 2025, prepared by the Town Highway Department (2025-2030 Capital Improvement Program Project H-1). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $1,110,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $1,110,000 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 $1,110,000 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-2025-179 : Town Road Pavement Improvements (Bond Resolution - $1,110,000))

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 $1,110,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 20(c) of the Law, is fifteen (15) years.

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

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

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

Attachment: CertBondReso (RES-2025-179 : Town Road Pavement Improvements (Bond Resolution - $1,110,000))

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-2025-179 : Town Road Pavement Improvements (Bond Resolution - $1,110,000))

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-2025-179 : Town Road Pavement Improvements (Bond Resolution - $1,110,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on February 24, 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 24, 2025, AUTHORIZING TOWN-WIDE ROAD PAVEMENT IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $1,110,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $1,110,000 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 undertake Town-wide road pavement improvements as described in the map, plan and report dated February 2025, prepared by the Town Highway Department (2025-2030 Capital Improvement Program Project H-1); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $1,110,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $1,110,000 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 $1,110,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said 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-2025-179 : Town Road Pavement Improvements (Bond Resolution - $1,110,000))

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

DATED: February 24, 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-2025-179 : Town Road Pavement Improvements (Bond Resolution - $1,110,000))

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-2025-179 : Town Road Pavement Improvements (Bond Resolution - $1,110,000))

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 24, 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-2025-179 : Town Road Pavement Improvements (Bond Resolution - $1,110,000))

Town of Amherst
Highway Department

Town Road Pavement Improvements

2025–2030 C.I.P. Project H-1

Map, Plan & Report

February 2025

CONTENTS:

- Approved 2025-2030 CIP
- 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

Attachment: MPR 2025 H-1 Town Road Pavement Improvements (RES-2025-179 : Town Road Pavement Improvements (Bond Resolution -

TOWN OF AMHERST
HIGHWAY DEPARTMENT
TOWN ROAD PAVEMENT IMPROVEMENTS

2025-2030 CIP PROJECT H-1:

Summary of All 2025 – 2030 Capital Improvement Program Approved Projects

Facilities Department (cont.)

Project ID	Project Title/Description	2025	2026	2027	2028	2029	2030	Total Cost 2025-2030
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				$680,000
F-11	**Senior Center Roofing:** Replace roof and replacement of select existing single-ply membrane roof.		2,100 LA					$2,100,000
F-12	**5005 Sheridan Drive Generator Replacement:** Replace generator at Williamsville Youth & Family Center building.	75 LA						$75,000
F-13	**Town Parking Lot Sealing & Striping:** Parking lot seal coating, crack filling and striping at Town facilities to prevent premature failure of asphalt surfacing.	100 LA	100 LA	100 LA	100 LA	100 LA	100 LA	$600,000
F-14	**Town Parking Lot Paving:** Parking lot paving improvements at Town facilities to correct deterioration and conduct subsequent maintenance.	100 LA	100 LA	100 LA	100 LA	100 LA	100 LA	$600,000

TOTAL FACILITIES BONDING (2025): $1,896,000

Highway Department *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2025	2026	2027	2028	2029	2030	Total Cost 2025-2030
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	$7,220,000

INTRODUCTION / EXISTING CONDITIONS:

Within its boundaries, the Town of Amherst owns approximately 376 linear miles of asphalt roadways. The Town Highway Department is responsible for the continuous maintenance of all town-owned roads. Due to budget restraints, town roads are maintained on an as needed basis. Road maintenance can vary from preventative measures such as patch and crack-filling to reparative measures such as milling and paving to full-depth reconstruction.

PROPOSED SCOPE:

In order to address the ongoing deterioration of existing town-owned roads, numerous pavement improvements are planned for the 2025 construction season. The planned improvements outlined within the following list of proposed improvement locations will address the current highest priority roadways. All of the planned improvements will include a full width-milling and pavement of as many of the listed town-owned roads as funding permits. However, roads may also be added or deleted, as priorities may change prior to or during construction. Roadway striping, curbing and ADA ramp improvements will also be completed within the project limit areas as required. All of the planned improvement of these roadways will have a minimum useful life of 15 years.

Attachment: MPR 2025 H-1 Town Road Pavement Improvements (RES-2025-179 : Town Road Pavement Improvements (Bond Resolution -

TOWN OF AMHERST
HIGHWAY DEPARTMENT
TOWN ROAD PAVEMENT IMPROVEMENTS

The improvements outlined herein will begin during the 2025 construction season and will be completed in 2025. The above project will be bonded against the Town of Amherst Highway Fund at a total project cost of $1,110,000.00, financed entirely with serial bonds. The above improvements are characterized as a replacement-in-kind project.

PROPOSED IMPROVEMENT LOCATIONS:

STREET NAME	FROM	TO
ALBERTA DR	LONGMEADOW RD	EGGERT RD
ALRAN DR	CIMARAND DR	DEAD END
BERWIN DR	GETZVILLE RD	HEDSTROM DR
CAMBROOK ROW	N. FOREST RD	END OF CT
*COVENTRY RD	CAYUGA RD	GARDEN PKWY
EXCELSIOR DR	SHERIDAN DR	MATCHLINE
HILLCREST DR	MAPLE RD	MANSER RD
LARCH RD	BUCKEYE RD	SHERIDAN DR
JOE MCCARTHY DR	WILLOWRIDGE DR	DEAD END
PRINCETON AVE	NFB	CAMBRIDGE BLVD
RIDGEWOOD DR	DEAD END	END OF CT
THOMAS JEFF. CT	THOMAS JEFFERSON DR	END OF CT
THOMAS JEFF. LN	BURROUGHS DR	THOMAS J. CT
DELAMERE RD.	FENWICK DR	DEVON LN
RANDWOOD CT	RANDWOOD DR	END OF CT
IVYGREEN CT	WOODBURY DR	END OF CT
WAYSIDE CT	WOODBURY DR	END OF CT
GUS GRISSOM DR	WILLOWRIDGE DR	DEAD END
SABLE PARK	TIBURON LN	END OF CT
LANDING CREEK CT	N. FOREST RD	END OF CT

Attachment: MPR 2025 H-1 Town Road Pavement Improvements (RES-2025-179 : Town Road Pavement Improvements (Bond Resolution -

TOWN OF AMHERST
HIGHWAY DEPARTMENT
TOWN ROAD PAVEMENT IMPROVEMENTS

FINANCIAL SUMMARY:

Construction	$1,104,450
Legal/Admin	$5,550
Total Bond	$1,110,000

TAXATION SUMMARY:

Total Bond Amount	$1,110,000 (Highway Fund)
Bond Term	15 Years
Annual Tax Impact	$0.0059 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$2.0281 per $346,000 AV at 100% Equalization

SEQR:

See attached determination from the Amherst Planning Department.

Attachment: MPR 2025 H-1 Town Road Pavement Improvements (RES-2025-179 : Town Road Pavement 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

Transmitted electronically

MEMORANDUM February 14, 2025

TO: Steven Floss, Highway Superintendent

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
Town Road Pavement Improvements
2025-2030 C.I.P. Project H-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)(5) 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)\02_14_2025_H-1_Town Road Pavement Imrovements.docx

cc:
Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2025 H-1 Town Road Pavement Improvements (RES-2025-179 : Town Road Pavement Improvements (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30096 **RESOLUTION 2025-180** **ROLL CALL VOTE (ADOPTED)**

Reconstruction of Burroughs Drive (Bond Resolution - $500,000)

AGENDA ITEM : FEBRUARY 24th, 2025

TO: **Town Board**

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

DATE: **February 19, 2025**

RE: **Reconstruction of Burroughs Drive**
2025-2030 C.I.P. – Project H-6
Bond Resolution - $500,000

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 $500,000.00 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 24, 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*)

3/10/2025
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 - $500,000

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

Transmitted electronically

MEMORANDUM February 14, 2025

TO: Steven Floss, Highway Superintendent

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
Reconstruction of Burroughs Drive
2025-2030 C.I.P. Project H-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)(5) 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)\02_14_2025_H-6_Burrough Drive reconstruction.docx

cc:
Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: 02_14_2025_H-6_Burrough Drive reconstruction (RES-2025-180 : Reconstruction of Burroughs Drive (Bond Resolution - $500,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

February 24, 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 24, 2025.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Shawn Lavin, Deputy Supervisor/Councilman Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman 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-2025-180 : Reconstruction of Burroughs Drive (Bond Resolution - $500,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED FEBRUARY 24, 2025, AUTHORIZING IMPROVEMENTS TO BURROUGHS DRIVE, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $500,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $500,000 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 undertake improvements to Burroughs Drive as described in the map, plan and report dated February 2025, prepared by the Town Highway Department (2025-2030 Capital Improvement Program Project H-6). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $500,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $500,000 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 $500,000 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-2025-180 : Reconstruction of Burroughs Drive (Bond Resolution - $500,000))

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 $500,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 20(c) of the Law, is fifteen (15) years.

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

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

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

Attachment: CertBondReso (RES-2025-180 : Reconstruction of Burroughs Drive (Bond Resolution - $500,000))

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-2025-180 : Reconstruction of Burroughs Drive (Bond Resolution - $500,000))

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within fifteen (15) 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-2025-180 : Reconstruction of Burroughs Drive (Bond Resolution - $500,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on February 24, 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 24, 2025, AUTHORIZING IMPROVEMENTS TO BURROUGHS DRIVE, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $500,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $500,000 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 undertake improvements to Burroughs Drive as described in the map, plan and report dated February 2025, prepared by the Town Highway Department (2025-2030 Capital Improvement Program Project H-6); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $500,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $500,000 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 $500,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said 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-2025-180 : Reconstruction of Burroughs Drive (Bond Resolution - $500,000))

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

DATED: February 24, 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-2025-180 : Reconstruction of Burroughs Drive (Bond Resolution - $500,000))

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-2025-180 : Reconstruction of Burroughs Drive (Bond Resolution - $500,000))

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 24, 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-2025-180 : Reconstruction of Burroughs Drive (Bond Resolution - $500,000))

Town of Amherst
Highway Department

Reconstruction of Burroughs Drive

2025-2030 C.I.P. Project H-6

Map, Plan & Report
February 2025

CONTENTS:

- Approved 2025-2030 CIP
- Introduction / Existing Conditions
- Proposed Scope of Improvements
- Financial / Taxation Summary
- SEQR Determination

Prepared by
Town of Amherst Highway Department
1042 North Forest Rd.
Williamsville, NY 14221
(716) 631-7117

Attachment: MPR 2025 H-6 Reconstruction of Burroughs Drive (RES-2025-180 : Reconstruction of Burroughs Drive (Bond Resolution -

TOWN OF AMHERST
HIGHWAY DEPARTMENT
RECONSTRUCTION OF BURROUGHS DRIVE

Summary of All 2025 – 2030 Capital Improvement Program Approved Projects

Highway Department (cont.)

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 repairs of new traffic cameras at signals.	150 LA						$150,000
H-5	**Reconstruction of the Town Bike Path:** Reconstruction of various portions of the Ellicott Creek Bike Path & the Tonawanda Creek Path.		200 LA					$200,000
H-6	**Reconstruction of Burroughs Drive:** Drainage, curbing and aprons on Burroughs Drive from Harlem Road to North Burbank including the island and Northfield Place; milling and repaving of Burroughs Drive from Harlem Road to Northledge Drive.	553 LD						$553,000

Note: The 2025 CIP amount will be amended from 553 LD to 500 LD at a future meeting.

INTRODUCTION / EXISTING CONDITIONS:

Within its boundaries, the Town of Amherst owns approximately 376 linear miles of asphalt roadways. The Town Highway Department is responsible for the continuous maintenance of all Town-owned roads. Due to budget restraints, town roads are maintained on an as-needed basis. Road maintenance can vary from preventative measures such as patching and crack-filling to reparative measures such as milling and re-pavement to full-depth reconstruction.

BURROUGHS DRIVE PROPOSED SCOPE OF IMPROVEMENTS:

In order to address ongoing deterioration and to also increase the safety of the existing Burroughs Drive, the following improvement scope has been developed. As per the Location Plan below and in general, Burroughs Drive will be improved from Harlem Road to North Burbank Drive but the exact project limits will be dictated by the existing conditions of the roadway. The existing roadway has deteriorated to a point, where the asphalt roadway surface must be completely milled, removed and replaced. Upon milling of the roadway surface, the existing drainage system will also be improved as necessary by replacing any clogged or deteriorated storm drainage bubblers, underdrain, piping and catch basins. As the roads within this subdivision do not presently include any curbing, full-length concrete curbing will be constructed on both sides of the roadway within the limits of the project. In addition to concrete curbing, concrete sidewalk, aprons and ADA-compliant concrete ramps will also be constructed as required. All of the planned improvements of these improved roadways will have a minimum useful life of 15 years.

Attachment: MPR 2025 H-6 Reconstruction of Burroughs Drive (RES-2025-180 : Reconstruction of Burroughs Drive (Bond Resolution -

TOWN OF AMHERST
HIGHWAY DEPARTMENT
RECONSTRUCTION OF BURROUGHS DRIVE

Project Location

Location Plan

The improvements outlined herein will begin during the 2025 construction season and be completed in 2026. The above project will be bonded against the Town of Amherst General Fund at a *total project cost* of $500,000.00, financed entirely with serial bonds. The above improvements are characterized as a replacement-in-kind project.

Attachment: MPR 2025 H-6 Reconstruction of Burroughs Drive (RES-2025-180 : Reconstruction of Burroughs Drive (Bond Resolution -

TOWN OF AMHERST
HIGHWAY DEPARTMENT
RECONSTRUCTION OF BURROUGHS DRIVE

FINANCIAL SUMMARY:

Construction	$497,500
Legal/Admin	$2,500
Total Amount to Bond	$500,000

TAXATION SUMMARY:

Total Bond Amount:	$500,000 (Highway Fund)
Bond Term:	15 Years
Annual Tax Impacts:	$0.0026 per $1,000 AV at 100% Equal.
Median Home Annual Tax Impact:	$0.9135 per $346,000 property at 100% Equal.

SEQR:

See attached memo from the Amherst Planning Department.

Attachment: MPR 2025 H-6 Reconstruction of Burroughs Drive (RES-2025-180 : Reconstruction of Burroughs Drive (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

Transmitted electronically

MEMORANDUM February 14, 2025

TO: Steven Floss, Highway Superintendent

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
Reconstruction of Burroughs Drive
2025-2030 C.I.P. Project H-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)(5) 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)\02_14_2025_H-6_Burrough Drive reconstruction.docx

cc:
Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2025 H-6 Reconstruction of Burroughs Drive (RES-2025-180 : Reconstruction of Burroughs Drive (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30093 **RESOLUTION 2025-181** **ROLL CALL VOTE (ADOPTED)**

Paradise Park Restroom Improvements (Bond Resolution - $305,000)

AGENDA ITEM : FEBRUARY 24th, 2025

TO: **Town Board**

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

DATE: **February 19, 2025**

RE: **Paradise Park Restroom Improvement**
2025-2030 C.I.P. – Project YR-1A
Bond Resolution - $305,000

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 $305,000.00 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 24, 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*)
Brian J. Armstrong, Director, Engineering Services (*w/attachments*)

3/10/2025
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 - $305,000

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 February 10, 2025

TO: Brian Armstrong, Director
Engineering Services Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Classification – Paradise Park Restroom Building
2025-2030 C.I.P. Project YR-1A

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)(9). 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)\O2_10_2025_YR-1A_Paradise Park Restroom.docx

cc: Samuel Alba Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: O2_10_2025_YR-1A_Paradise Park Restroom (RES-2025-181 : Paradise Park Restroom Improvements (Bond Resolution -

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

February 24, 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 24, 2025.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Shawn Lavin, Deputy Supervisor/Councilman Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman 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-2025-181 : Paradise Park Restroom Improvements (Bond Resolution - $305,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED FEBRUARY 24, 2025, AUTHORIZING IMPROVEMENTS TO THE PARADISE PARK, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $555,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $305,000 TO FINANCE A PORTION OF SAID APPROPRIATION, AND THE APPLICATION OF $250,000 IN STATE AND LOCAL GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED AND TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE

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 undertake improvements to the Paradise Park, as described in the map, plan and report dated February 2025, prepared by the Town Engineering Department (2025-2030 Capital Improvement Program Project YR-1A). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $555,000 and said amount is hereby appropriated for such purpose. The plan of financing includes (i) the issuance of bonds in the aggregate principal amount of $305,000 to finance said appropriation, (ii) $250,000 in an Erie County/State of New York grant, and (iii) 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 $305,000 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-2025-181 : Paradise Park Restroom Improvements (Bond Resolution - $305,000))

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 $305,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 19(c) of the Law, is fifteen (15) years.

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

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

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

Attachment: CertBondReso (RES-2025-181 : Paradise Park Restroom Improvements (Bond Resolution - $305,000))

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-2025-181 : Paradise Park Restroom Improvements (Bond Resolution - $305,000))

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-2025-181 : Paradise Park Restroom Improvements (Bond Resolution - $305,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on February 24, 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 24, 2025, AUTHORIZING IMPROVEMENTS TO THE PARADISE PARK, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $555,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $305,000 TO FINANCE A PORTION OF SAID APPROPRIATION, AND THE APPLICATION OF $250,000 IN STATE AND LOCAL GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED AND TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE,"

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

FIRST: AUTHORIZING said Town is authorized to undertake improvements to the Paradise Park, as described in the map, plan and report dated February 2025, prepared by the Town Engineering Department (2025-2030 Capital Improvement Program Project YR-1A); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $555,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes (i) the issuance of bonds in the principal amount of $305,000 to finance said appropriation, (ii) $250,000 in an Erie County/State of New York grant, and (iii) 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 $305,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said 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-2025-181 : Paradise Park Restroom Improvements (Bond Resolution - $305,000))

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 24, 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-2025-181 : Paradise Park Restroom Improvements (Bond Resolution - $305,000))

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-2025-181 : Paradise Park Restroom Improvements (Bond Resolution - $305,000))

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 24, 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-2025-181 : Paradise Park Restroom Improvements (Bond Resolution - $305,000))

Town of Amherst
Youth & Recreation Department

Paradise Park Restroom Improvement
2025 – 2030 Capital Improvement Program Project YR-1A
Town of Amherst Job # 2015.024A

Map, Plan & Report
February 2025

CONTENTS:

- Adopted 2025 – 2030 CIP Project YR-1A
- Introductions / Existing Conditions
- Proposed Scope of Improvements
- Financial / Taxation Summary
- SEQR Determination – Unlisted Action

Prepared by
Town of Amherst Engineering Department
1100 North Forest Rd.
Williamsville, NY 14221
(716) 631-7154

Attachment: MPR 2025 YR-1A Paradise Park Impr (RES-2025-181 : Paradise Park Restroom Improvements (Bond Resolution - $305,000))

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
Paradise Park Restroom Improvement

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
S-12	**Building 4 Roof Replacement (Partial)** Partial replacement of the membrane roof system, including the partial retrofit of the skylight system for worker health and safety.			1,500 LW										$1,500
S-13	**Parallel Peanut Line Sanitary Interceptor** Installation of a 24" parallel sanitary interceptor along the Peanut Line from Transit to Paradise, including a 24" sewer crossing under Transit Rd. (costs shared by Town of Clarence & ECSD - TOA share is 20%).			830 LG	3,320 X									$4,150
S-14	**WPCF Building Envelope Rehabilitation** Replace remaining roofs, lintel replacements, door replacements, brick repointing, joint work, parapet wall stabilization, etc.					2,500 LW		3,000 LW		3,000 LW		3,000 LW		$11,500
S-15	**Lift Station Generator Repl. & Control Upgr.** Replacement of three 20-plus year old generators at the Town's larger lift stations and population of control systems with field installed instrumentation to make 11 of the larger lift stations controllable via SCADA.					500 LG		500 LG		500 LG				$1,500
Youth & Recreation - $8,438														
Y&R - Vehicles & Equipment														
YR-1	**Youth & Rec Vehicles & Equipment** Replace aging vehicles used for the maintenance and upkeep of Youth & Rec facilities.	120 LA												$120
Y&R - Athletic & Recreation Facilities / Community Centers														
YR-1A	**Rec. Complex Concession/Restroom Impr.** New restrooms and shelter at Paradise Park, new concessions, restrooms and parking at N. French soccer complex ($250K Erie County Leg. Greene - Paradise Park; $350K NYS Assembly Representative McMahon, $1.2M private investment - N. French soccer).	305 LA	250 F/S		350 F/S 1,200 X									$2,105
YR-2A	**Northwest Amherst Comm. Center Playground** Playground installation and new outdoor improvements (Community Benefit funds).		250 X		250 X									$500
YR-3A	**Pool and Splash Park Safety Surfacing** Replace deteriorating safety surfacing at the Clearfield splash park.	100 LA												$100
YR-4A	**Northtown Center Rubber Floor Replacement** Replace approximately 40,000 SF of rubber flooring on the first floor of the Northtown Center.			500 LA										$500
YR-5A	**Clearfield Tennis Court Lighting** Install new LED lighting on the four tennis courts at Clearfield Community Center.					187 LA								$187
YR-6A	**Ice Resurfacer Replacement** Replacement of the oldest ice resurfacers with battery operated resurfacers.		320 X											$320
YR-7A	**NTC Sound System & Scoreboard Replacement** Replace old sound system and scoreboards at Northtown Center.					75 LA		125 LA						$200

INTRODUCTION / EXISTING CONDITIONS:

The Amherst Youth & Recreation Department offers programs for residents of all ages. Program activities are held at various Recreation and Community Center locations throughout the town. Year round indoor ice skating is available through the Northtown Center at Amherst. The facility offers Public Skate sessions for people of all ages. In addition to 3 NHL ice rinks and one Olympic sized rink, the complex grounds include 9 softball fields. Amherst is home to over 20 outdoor park/playground locations which encompass both active and passive recreation. Town-wide Park amenities include several football and soccer fields, playgrounds, sport courts, shelters, bike paths, tennis courts, pickleball courts, sports fields and picnic areas. Picnic shelters and select facilities are available for rental by large groups. Two beautiful pools along with a splash park are available for resident use during the summer months. From spring through late fall, area residents and non-residents alike can enjoy golfing at a public 18-hole golf course as well as a 9-hole par 3 course. A driving range is also available for those who want to brush up on their game or take a few swings.

Attachment: MPR 2025 YR-1A Paradise Park Impr (RES-2025-181 : Paradise Park Restroom Improvements (Bond Resolution - $305,000))

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
Paradise Park Restroom Improvement

Attachment: MPR 2025 YR-1A Paradise Park Impr (RES-2025-181 : Paradise Park Restroom Improvements (Bond Resolution - $305,000))

PROPOSED SCOPE OF IMPROVEMENTS:

As per the aerial photograph shown below, the Town owns and operates Paradise Park, located at 750 Paradise Road near the intersection of Casey Road to the North. This park area includes three (3) soccer fields, four (4) pickleball courts, a basketball court, several playground structures, a picnic shelter and associated parking for all listed amenities.

In order to enhance the user experience of this park, a new approx. 1,250 sq. ft. single-story, ADA-compliant permanent "Class C" building will be constructed at-grade to replace use of temporary portable restrooms and this building shall include restrooms and storage and will be located in close proximity to the other recreational elements. The building will be utility serviced via construction of new sanitary and storm sewer laterals as well as the construction of new water and electrical services. The building will include remote locking and un-locking capability as well as new remote surveillance elements. As an extra layer of safety, additional lighting will be provided around the building as well as new parking lot lights being added to the existing parking area. Seasonal ventilation and heating will be provided within the building as well.

As per the above and while the amenities may change as the design is further developed, the scope of this project described above will be designed during 2025 and bid and constructed during 2025 and 2026. The above project will be bonded against the Town of Amherst General Fund with serial bonds and in conjunction with an Erie County Grant allocation at a total project cost of $555,000.00, including a total bonded amount by the Town of $305,000.00. The improvements provided within the scope of this project will have a minimum life cycle of 15 years.

Aerial Photo: May 2022

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
Paradise Park Restroom Improvement

FINANCIAL SUMMARY:

Est. Construction Costs	$	533.400
Professional Services		20,000
Legal / Administrative		1,600
Total Project Costs		555,000
Erie County Grant Allocation		(250,000)
Town of Amherst Funds to be Bonded	**$**	**305,000**

TAXATION SUMMARY:

Total Bond Amount:	$305,000 (General Fund)
Bond Term:	15 Years
Annual Tax Impacts:	$0.0015 per $1,000 AV (100% Equalization)
Median Home Annual Tax Impact:	$0.5313 per $346,000 AV (100% Equalization)

Attachment: MPR 2025 YR-1A Paradise Park Impr (RES-2025-181 : Paradise Park Restroom Improvements (Bond Resolution - $305,000))

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 February 10, 2025

TO: Brian Armstrong, Director
Engineering Services Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Classification – Paradise Park Restroom Building
2025-2030 C.I.P. Project YR-1A

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)(9). 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)\O2_10_2025_YR-1A_Paradise Park Restroom.docx

cc: Samuel Alba Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2025 YR-1A Paradise Park Impr (RES-2025-181 : Paradise Park Restroom Improvements (Bond Resolution - $305,000))

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30168 B **RESOLUTION 2025-182** **ROLL CALL VOTE (ADOPTED)**

Senior Center Capital Improvements (Amended Bond Resolution - $435,000)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 5, 2025**

RE: **Senior Center Capital Improvements**
2025-2030 C.I.P. – Project F-6
Amended Bond Resolution - $135,000

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 amended bond resolution authorizing the issuance of $135,000.00 in serial bonds for the above-referenced Town improvement.

The adoption of the amended 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 – March 10, 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*)
Sean Pellow, Project Manager (*w/attachments*)
Daniel J. Rizzo, Project Manager (*w/attachments*)
Anne Dafchik, AIA, NCARB, Architect (*w/attachments*)

3/10/2025
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:

Amended Bond resolution - $135,000

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 F-6 (RES-2025-182 : Senior Center Capital Improvements (Amended Bond Resolution - $135,000))

MEMORANDUM December 23, 2024

TO: Sean Pellow, Director of Facilities

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director DJU

RE: SEQR Classification – Senior Center Capital Improvements
2025-2030 C.I.P. Project F-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 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-6_Senior Center Capital Improvements.docx

cc: Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

March 10, 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 March 10, 2025.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Shawn Lavin, Deputy Supervisor/Councilman Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman 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-2025-182 : Senior Center Capital Improvements (Amended Bond Resolution - $135,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MARCH 10, 2025, AUTHORIZING ADDITIONAL FINANCING FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE TOWN SENIOR CENTER, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $435,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $135,000 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 undertake the construction of improvements to the Town Senior Center as described in the map, plan and report dated January 2025 and revised in March 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project F-6). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $435,000 and $135,000 is hereby appropriated therefor, in addition to the $300,000 authorized and appropriated pursuant to a bond resolution adopted by the Town Board on January 6, 2025 (the "January Bond Resolution"). The plan of financing includes (i) the issuance of bonds authorized under the January Bond Resolution, (ii) the issuance of bonds in the principal amount of $135,000 and any bond anticipation notes issued in anticipation of the sale of said bonds, as authorized herein, and (iii) 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 $135,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter

Attachment: CertBondReso (RES-2025-182 : Senior Center Capital Improvements (Amended Bond Resolution - $135,000))

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.

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 $135,000 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

Attachment: CertBondReso (RES-2025-182 : Senior Center Capital Improvements (Amended Bond Resolution - $135,000))

annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

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

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

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

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

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

Attachment: CertBondReso (RES-2025-182 : Senior Center Capital Improvements (Amended Bond Resolution - $135,000))

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-2025-182 : Senior Center Capital Improvements (Amended Bond Resolution - $135,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on March 10, 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 MARCH 10, 2025, AUTHORIZING ADDITIONAL FINANCING FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE TOWN SENIOR CENTER, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $135,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $135,000 TO FINANCE SAID APPROPRIATION,"

FIRST: an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows: AUTHORIZING said Town to undertake the construction of improvements to the Town Senior Center as described in the map, plan and report dated January 2025 and revised in March 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project F-6); STATING the estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $435,000 and $135,000 is hereby appropriated therefor, in addition to the $300,000 authorized and appropriated pursuant to a bond resolution adopted by the Town Board on January 6, 2025 (the "January Bond Resolution"). The plan of financing includes (i) the issuance of bonds authorized under the January Bond Resolution, (ii) the issuance of bonds in the principal amount of $135,000 and any bond anticipation notes issued in anticipation of the sale of said bonds, as authorized herein, and (iii) 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;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $135,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said 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-2025-182 : Senior Center Capital Improvements (Amended Bond Resolution - $135,000))

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: March 10, 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-2025-182 : Senior Center Capital Improvements (Amended Bond Resolution - $135,000))

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-2025-182 : Senior Center Capital Improvements (Amended Bond Resolution - $135,000))

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 March 10, 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 March, 2025.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2025-182 : Senior Center Capital Improvements (Amended Bond Resolution - $135,000))

Town of Amherst

Facilities Department

Senior Center Capital Improvements

2025 – 2030 Capital Improvement
Amended Project F-6

MAP, PLAN & REPORT

January 2025

Revised March 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-6 Senior Center Capital Improvements - AMENDED (RES-2025-182 : Senior Center Capital Improvements (Amended

Town of Amherst, Senior Center Capital Improvements
2025-2030 Capital Improvement Project F-6
Map, Plan & Report

Background

The Amherst Senior Center is a vital community resource owned by the Town. It serves as a hub for seniors, offering a variety of programs and services designed to support their health, well-being, and social engagement. The Center hosts daily activities, including fitness classes, educational workshops, social gatherings, and meal services.

The Town of Amherst has identified Project "F-6", as a 2025 project to provide capital improvements to the Amherst Senior 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

Note: CIP funding for project F-6 was amended to 435 LA on 2/3/2025 via RES-2025-105.

Attachment: MPR 2025 F-6 Senior Center Capital Improvements - AMENDED (RES-2025-182 : Senior Center Capital Improvements (Amended

Location

The parcel is located at 370 John James Audubon Pkwy, Buffalo NY 14228. SBL: 41.03-1-66.

Figure 1 - Project Location

Figure 2 – Building on Site

Attachment: MPR 2025 F-6 Senior Center Capital Improvements - AMENDED (RES-2025-182 : Senior Center Capital Improvements (Amended

Project Description and Improvements

The project includes the following scope of work:

- Flagpole Replacement
- Remaining Carpet Replacement
- Parking Lot Study
- Sidewalk & Curb Reconstruction
- Kitchen Equipment Replacements
- Exterior Canopy Reconstruction
- Replacement of existing Roof Top HVAC Units
- Upgrades to existing Boiler System
- Interior / Exterior Renovations

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 Senior Center. The facility requires upgrades to meet current safety standards, improve accessibility, and provide a functional space for programming and services. Additionally, the Senior Center is now approximately 25 years old, and many building components are nearing the end of their useful life cycle expectancy. These improvements are crucial as this building serves as an emergency shelter and needs to be kept in good working order.

Anticipated Project Schedule

Bond Action:	Original 300 LA – January 2025; Amendment to 435 LA - March 2025
Construction:	Starting Feb 2025 original 300 LA; April 2025 for additional funds; anticipated end date December 2025

Attachment: MPR 2025 F-6 Senior Center Capital Improvements - AMENDED (RES-2025-182 : Senior Center Capital Improvements (Amended

Financial Summary

The Town of Amherst identified funding in the approved 2025-2030 Capital Improvement Program under Project F-6, for a total of $300,000. The funds have been identified as a General Fund Bond with a minimum useful life of 15 years.

Note that the Town Board previously approved a bond authorization for project F-6 on 1/6/2025 for $300,000. A CIP amendment was approved via resolution 2025-105 on February 3, 2025, which will move $135,000 in funding from F-13 & F-14 to F-6. This MPR summarizes the new total funding of $435,000 for F-6.

Construction	432,825.00
Legal / Admin	2,175.00
TOTAL	**$ 435,000.00**

Taxation Summary

Total Bond Amount	$435,000 (General Fund)
Bond Term	15 Years
Annual Tax Impact	$0.0022 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$0.7578 per $346,000 AV at 100% Equalization

Town of Amherst SEQR Determination

Please see attached memo from the Amherst Planning Department.

Attachment: MPR 2025 F-6 Senior Center Capital Improvements - AMENDED (RES-2025-182 : Senior Center Capital Improvements (Amended

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 December 23, 2024

TO: Sean Pellow, Director of Facilities

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Classification – Senior Center Capital Improvements
2025-2030 C.I.P. Project F-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 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-6_Senior Center Capital Improvements.docx

cc: Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2025 F-6 Senior Center Capital Improvements - AMENDED (RES-2025-182 : Senior Center Capital Improvements (Amended

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30176 **RESOLUTION 2025-183** **ROLL CALL VOTE (ADOPTED)**

Town Parking Lot Improvements (Bond Resolution - $65,000)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 5, 2025**

RE: **Town Road Parking Lot Improvements**
2025-2030 C.I.P. – Project F-13
Bond Resolution - $65,000

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 $65,000.00 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 – March 10, 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*)

3/10/2025
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 - $65,000

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 February 18, 2025

TO: Sean Pellow, Director of Facilities

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Classification – Town Parking Lot Sealing and Striping
2025-2030 C.I.P. Project F-13

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)\02_18_2025 F-13_Town Parking Lot Sealing and Striping.docx

cc: Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: SEQR F-13 (RES-2025-183 : Town Parking Lot Improvements (Seal and Stripe) (Bond Resolution - $65,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

March 10, 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 March 10, 2025.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Shawn Lavin, Deputy Supervisor/Councilman Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman 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-2025-183 : Town Parking Lot Improvements (Seal and Stripe) (Bond Resolution - $65,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MARCH 10, 2025, AUTHORIZING TOWN-WIDE PARKING LOT SEALING AND STRIPING IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $65,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $65,000 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 undertake Town-wide parking lot sealing and striping improvements as described in the map, plan and report dated March 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project F-13). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $65,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $65,000 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 $65,000 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-2025-183 : Town Parking Lot Improvements (Seal and Stripe) (Bond Resolution - $65,000))

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 $65,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 20(f) of the Law, is ten (10) 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-2025-183 : Town Parking Lot Improvements (Seal and Stripe) (Bond Resolution - $65,000))

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-2025-183 : Town Parking Lot Improvements (Seal and Stripe) (Bond Resolution - $65,000))

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-2025-183 : Town Parking Lot Improvements (Seal and Stripe) (Bond Resolution - $65,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on March 10, 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 MARCH 10, 2025, AUTHORIZING TOWN-WIDE PARKING LOT SEALING AND STRIPING IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $65,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $65,000 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 undertake Town-wide parking lot sealing and striping improvements as described in the map, plan and report dated March 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project F-13); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $65,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $65,000 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 $65,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is ten (10) 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-2025-183 : Town Parking Lot Improvements (Seal and Stripe) (Bond Resolution - $65,000))

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: March 10, 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-2025-183 : Town Parking Lot Improvements (Seal and Stripe) (Bond Resolution - $65,000))

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-2025-183 : Town Parking Lot Improvements (Seal and Stripe) (Bond Resolution - $65,000))

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 March 10, 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 March, 2025.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2025-183 : Town Parking Lot Improvements (Seal and Stripe) (Bond Resolution - $65,000))

Town of Amherst

Facilities Department

Town Parking Lot Sealing & Striping

2025 – 2030 Capital Improvement Project F-13

MAP, PLAN & REPORT

March 2025

Contents:

• Background
• Overview of Previous Work
• Proposed Scope of Improvements
• Financial Summary
• SEQR

Prepared by:
Town of Amherst
Facilities Department
5583 Main Street, Williamsville, NY 14221
(716) 631-7080 | (716) 631-7109

Attachment: MPR 2025 F-13 Town Parking Lot Sealing & Striping (RES-2025-183 : Town Parking Lot Improvements (Seal and Stripe) (Bond

Town of Amherst, Town Parking Lot Sealing & Striping
2025-2030 Capital Improvement Project F-13
Map, Plan & Report

Background

The Town of Amherst owns and operates numerous facilities within the Town of Amherst. Many of these facilities incorporate the use of a parking lot. These typically asphalt parking lots must be maintained on a consistent basis in order to avoid costly, complete replacement of these lots.

In the Fall of every year a visual inspection is done by the Facilities Department to determine the status of these Town owned parking lots. The following represents an analysis of the improvements that have been made in recent years:

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

Amended via Resolution 2025-105 on February 3, 2025.

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

Attachment: MPR 2025 F-13 Town Parking Lot Sealing & Striping (RES-2025-183 : Town Parking Lot Improvements (Seal and Stripe) (Bond

Overview of Previous Work

2019 Improvements

Facility	Improvement
Waste Water Treatment Plant	Crack Fill / Seal Coat / Stripe
Amherst Police Dept – Bailey Ave	Crack Fill / Seal Coat / Stripe
HRCC	Crack Fill / Seal Coat / Stripe
Bassett Park	Layout / Stripe

2020 Improvements

Facility	Improvement
Amherst State Park	Crack Fill / Seal Coat / Stripe
Bassett Park	Crack Fill / Seal Coat / Stripe
Billy Wilson Park	Crack Fill / Seal Coat / Stripe
Eggertsville Community Center	Crack Fill / Seal Coat / Stripe
Highway Front	Crack Fill / Seal Coat / Stripe
Mathewson McCarthy Park	Layout / Stripe
North Forest Pool	Layout / Stripe
North French Soccer Complex	Crack Fill / Seal Coat / Stripe
Northtown Skate Park	Crack Fill / Seal Coat / Stripe
Paradise Park	Layout / Stripe
Amherst Senior Center	Crack Fill / Seal Coat / Stripe
Town Hall	Crack Fill / Seal Coat / Stripe
WWTP	Crack Fill / Seal Coat / Stripe

2021 Improvements

Facility	Improvement
Amherst Police Dept	Crack Fill / Seal Coat / Stripe
CALL	Crack Fill / Seal Coat / Stripe
HRCC	Crack Fill / Seal Coat / Stripe
Mathewson McCarthy Park	Crack Fill / Seal Coat / Stripe
N. Forest Pool	Crack Fill / Seal Coat / Stripe
NARC	Crack Fill / Seal Coat / Stripe
Paradise Park	Crack Fill / Seal Coat / Stripe
Town Hall	Crack Fill / Seal Coat / Stripe
WWTP	Crack Fill / Seal Coat / Stripe
WYFC	Layout / Stripe

2022 Improvements

Facility	Improvement
Amherst Senior Center	Crack Fill / Stripe
Audubon Driving Range	Crack Fill / Stripe
Audubon Golf	Crack Fill / Stripe
Audubon Library	Crack Fill / Stripe
Bedford Park	Crack Fill / Seal / Stripe
Clearfield Library	Crack Fill / Stripe
Clearfield Rec	Crack Fill / Stripe
Eggertsville Library	Crack Fill / Stripe
EYCC	Crack Fill / Stripe
Museum – East Lot	Crack Fill / Seal / Stripe
Museum – West Lot	Crack Fill / Seal / Stripe

Attachment: MPR 2025 F-13 Town Parking Lot Sealing & Striping (RES-2025-183 : Town Parking Lot Improvements (Seal and Stripe) (Bond

Northtown Center	Crack Fill / Seal / Stripe
Town Hall	Crack Fill / Seal / Stripe
Veterans Canal Park	Layout Stripe
WWTP	Crack Fill / Seal / Stripe

2023 Improvements

Facility	Improvement
30 S Cayuga	Layout / Stripe
Audubon Driving Range	Crack Fill / Stripe
Audubon Golf	Crack Fill / Stripe
Billy Wilson Park	Crack Fill / Stripe
CALL	2 Seal / Stripe
Engineering NF	Crack Fill / Seal / Stripe
HRCC	Crack Fill / Stripe
N French Soccer	Crack Fill / Seal / Stripe
Northtown Skate Park	Crack Fill / Seal / Stripe
Northtown West Lot	Crack Fill / Seal / Stripe
Police Dept (Rear)	Crack Fill / Seal / Stripe
Police Dept (Side)	Crack Fill / Seal / Stripe
Town Hall	Crack Fill / Seal / Stripe
WWTF	Two Seal / Stripe

2024 Improvements

Facility	Improvement
30 S Cayuga	2 Seal / Stripe
Audubon Driving Range	Crack Fill / Stripe
Audubon Golf	Layout Stripe
Audubon Library	Crack Fill / Seal / Stripe
Audubon Par 3	Crack Fill
Bassett Park	Layout Stripe
Billy Wilson Park	Crack Fill / Seal / Stripe
Clearfield Library	Crack Fill / Seal / Stripe
Clearfield Rec	Crack Fill / Seal / Stripe
Eggertsville Library	Crack Fill / Seal / Stripe
EYCC	Crack Fill / Seal / Stripe
Highway - Front	Crack Fill / Seal / Stripe
Highway – Rear	Crack Fill / Seal / Stripe
HRCC	Crack Fill / Seal / Stripe
North Forest Pool	Layout Stripe
Northtown East Lots	2 Seal Stripe
Paradise Park	Layout Stripe
Amherst Police Dept. – Front	Crack Fill / Seal / Stripe
Amherst Town Court	Crack Fill / Seal / Stripe
Senior Center	Crack Fill / Seal / Stripe
Smith Road	Crack Fill / Seal / Stripe
Amherst State Park	Crack Fill / Stripe
Town Hall – Front/Back	Crack Fill / Seal / Stripe
Northtown Diamonds	2 Seal Stripe

Attachment: MPR 2025 F-13 Town Parking Lot Sealing & Striping (RES-2025-183 : Town Parking Lot Improvements (Seal and Stripe) (Bond

Attachment: MPR 2025 F-13 Town Parking Lot Sealing & Striping (RES-2025-183 : Town Parking Lot Improvements (Seal and Stripe) (Bond

PROPOSED SCOPE OF IMPROVEMENTS:

In order to address the ongoing deterioration of town facility parking lots, various improvement activities are planned. Improvements may include:

- Seal coating parking lots.
- Restriping parking lot stalls, fire lanes, ADA Markings and other associated parking lot lines and symbols.
- Cleaning and filling of cracks.
- Prepping the surface of the parking lot for sealant and striping.
- Any other associated work necessary to Crack Fill, Seal coat, and Stripe parking lots maintained by the Town of Amherst.

The property locations listed below are listed by highest priority first. Improvements will begin in 2025 and be completed within the 2025 construction season. Additional sites may be added to the project as needed, or if funding allows.

2025 Improvements

Facility	Address	Improvement
BNHV – North Lot	3755 Tonawanda Creek Road	Stripe
BNHV – South Lot	3755 Tonawanda Creek Road	Stripe
BNHV – Front Driveway	3755 Tonawanda Creek Road	Stripe
North Amherst Recreation Center	4415 Millersport Highway	Crack Fill / Stripe
Ellicott Creek Trailhead	1398 N Forest Road	Stripe
Veterans Canal Park	146 Brenon Road	Seal / Stripe
Northtown Center - Skate Park	1615 Amherst Manor Drive	Stripe

FINANCIAL SUMMARY:

The Town of Amherst identified funding in the approved 2025-2030 Capital Improvement Program under Project F-13, for a total of $65,000. The funds have been identified as a General Fund bond with a minimum useful life of 10 years.

Construction	$64,675.00
Legal/Admin	$325.00
Total	$65,000.00

TAXATION SUMMARY:

Total Bond Amount	$65,000 (General Fund)
Bond Term	10 Years
Annual Tax Impact	$0.0045 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$1.5522 per $346,000 AV at 100% Equalization

SEQR Determination

Please see attached memo from the Amherst Planning Department.

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 February 18, 2025

TO: Sean Pellow, Director of Facilities

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Classification – Town Parking Lot Sealing and Striping
2025-2030 C.I.P. Project F-13

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)\02_18_2025 F-13_Town Parking Lot Sealing and Striping.docx

cc: Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2025 F-13 Town Parking Lot Sealing & Striping (RES-2025-183 : Town Parking Lot Improvements (Seal and Stripe) (Bond

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30094 **RESOLUTION 2025-184** **ROLL CALL VOTE (ADOPTED)**

N. French Soccer Complex Concession Restroom Improvement (Bond Resolution - $53,000)

AGENDA ITEM : FEBRUARY 24th, 2025

TO: **Town Board**

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

DATE: **February 19, 2025**

RE: **North French Soccer Complex Concession Restroom Improvement**
2025-2030 C.I.P. – Project YR-8A
Bond Resolution - $53,000

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 $53,000.00 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 24, 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*)
Brian J. Armstrong, Director, Engineering Services (*w/attachments*)

3/10/2025
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 - $53,000

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 February 13, 2025

TO: Brian Armstrong, Director
Engineering Services Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Classification – North French Soccer Complex Restroom/Concession Building
2025-2030 C.I.P. Project YR-8A

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)(9). 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)\O2_13_2025_YR-8A_North FRench Soccer Restroom_concession building.docx

cc: Samuel Alba Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: O2_13_2025_YR-8A_North FRench Soccer Restroom_concession building (RES-2025-184 : N. French Soccer Complex Concession

Attachment: CertBondReso (RES-2025-184 : N. French Soccer Complex Concession Restroom Improvement (Bond Resolution - $53,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

February 24, 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 24, 2025.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Shawn Lavin, Deputy Supervisor/Councilman Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED FEBRUARY 24, 2025, AUTHORIZING IMPROVEMENTS TO THE NORTH FRENCH SOCCER COMPLEX, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $1,603,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $53,000 TO FINANCE A PORTION OF SAID APPROPRIATION, AND THE APPLICATION OF $350,000 IN STATE AND LOCAL GRANTS AND $1,200,000 IN DEVELOPER CONTRIBUTIONS RECEIVED OR EXPECTED TO BE RECEIVED AND TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE

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 undertake improvements to the North French Soccer Complex, as described in the map, plan and report dated February 2025, prepared by the Town Engineering Department (2025-2030 Capital Improvement Program Project YR-8A). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $1,603,000 and said amount is hereby appropriated for such purpose. The plan of financing includes (i) the issuance of bonds in the aggregate principal amount of $53,000 to finance said appropriation, (ii) $350,000 in an Erie County/State of New York grant, (iii) $1,200,000 in developer contributions, and (iv) 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 $53,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter

Attachment: CertBondReso (RES-2025-184 : N. French Soccer Complex Concession Restroom Improvement (Bond Resolution - $53,000))

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.

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 $53,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 19(c) of the Law, is fifteen (15) years.

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

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

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made

Attachment: CertBondReso (RES-2025-184 : N. French Soccer Complex Concession Restroom Improvement (Bond Resolution - $53,000))

annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

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

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

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

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

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

Attachment: CertBondReso (RES-2025-184 : N. French Soccer Complex Concession Restroom Improvement (Bond Resolution - $53,000))

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-2025-184 : N. French Soccer Complex Concession Restroom Improvement (Bond Resolution - $53,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on February 24, 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 24, 2025, AUTHORIZING IMPROVEMENTS TO THE NORTH FRENCH SOCCER COMPLEX, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $1,603,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $53,000 TO FINANCE A PORTION OF SAID APPROPRIATION, AND THE APPLICATION OF $350,000 IN STATE AND LOCAL GRANTS AND $1,200,000 IN DEVELOPER CONTRIBUTIONS RECEIVED OR EXPECTED TO BE RECEIVED AND TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE"

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

FIRST: AUTHORIZING said Town is authorized to undertake improvements to the North French Soccer Complex, as described in the map, plan and report dated February 2025, prepared by the Town Engineering Department (2025-2030 Capital Improvement Program Project YR-8A); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $1,603,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes (i) the issuance of bonds in the aggregate principal amount of $53,000 to finance said appropriation, (ii) $350,000 in an Erie County/State of New York grant, (iii) $1,200,000 in developer contributions, and (iv) 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 $53,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said 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;

Attachment: CertBondReso (RES-2025-184 : N. French Soccer Complex Concession Restroom Improvement (Bond Resolution - $53,000))

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

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

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

DATED: February 24, 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-2025-184 : N. French Soccer Complex Concession Restroom Improvement (Bond Resolution - $53,000))

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-2025-184 : N. French Soccer Complex Concession Restroom Improvement (Bond Resolution - $53,000))

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 24, 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-2025-184 : N. French Soccer Complex Concession Restroom Improvement (Bond Resolution - $53,000))

Attachment: MPR 2025 YR-8A N French Soccer Impr (RES-2025-184 : N. French Soccer Complex Concession Restroom Improvement (Bond

Town of Amherst
Youth & Recreation Department

North French Soccer Complex Concession Restroom Improvement

2025 – 2030 Capital Improvement Program Project YR-8A

Town of Amherst Job # 2021.028

Map, Plan & Report

February 2025

CONTENTS:

- Adopted 2025 – 2030 CIP Project YR-8A
- Introductions / Existing Conditions
- Proposed Scope of Improvements
- Financial / Taxation Summary
- SEQR Determination – Unlisted Action

Prepared by
Town of Amherst Engineering Department
1100 North Forest Rd.
Williamsville, NY 14221
(716) 631-7154

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
North French Soccer Complex Concession Restroom Improvement

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 C 2025-2
S-12	**Building 4 Roof Replacement (Partial)** Partial replacement of the membrane roof system, including the partial retrofit of the skylight system for worker health and safety.			1,500 LW										$1,50
S-13	**Parallel Peanut Line Sanitary Interceptor** Installation of a 24" parallel sanitary interceptor along the Peanut Line from Transit to Paradise, including a 24" sewer crossing under Transit Rd. (costs shared by Town of Clarence & ECSD - TOA share is 20%).			830 LG	3,320 X									$4,15
S-14	**WPCF Building Envelope Rehabilitation** Replace remaining roofs, lintel replacements, door replacements, brick repointing, joint work, parapet wall stabilization, etc.					2,500 LW		3,000 LW		3,000 LW		3,000 LW		$11,5
S-15	**Lift Station Generator Repl. & Control Upgr.** Replacement of three 20-plus year old generators at the Town's larger lift stations and population of control systems with field installed instrumentation to make 11 of the larger lift stations controllable via SCADA.					500 LG		500 LG		500 LG				$1,50
Youth & Recreation - $8,438														
Y&R - Vehicles & Equipment														
YR-1	**Youth & Rec Vehicles & Equipment** Replace aging vehicles used for the maintenance and upkeep of Youth & Rec facilities.	120 LA												$120
Y&R - Athletic & Recreation Facilities / Community Centers														
YR-1A	**Rec. Complex Concession/Restroom Impr.** New restrooms and shelter at Paradise Park, new concessions, restrooms and parking at N. French soccer complex ($250K Erie County Leg. Greene - Paradise Park; $350K NYS Assembly Representative McMahon, $1.2M private investment - N. French soccer).	305 LA	250 F/S		~~350 F/S 1,200 X~~ **To be Amended at 2/24 TB Mtng**									$2,10
YR-2A	**Northwest Amherst Comm. Center Playground** Playground installation and new outdoor improvements (Community Benefit funds).		250 X		250 X									$500
YR-3A	**Pool and Splash Park Safety Surfacing** Replace deteriorating safety surfacing at the Clearfield splash park.	100 LA												$100
YR-4A	**Northtown Center Rubber Floor Replacement** Replace approximately 40,000 SF of rubber flooring on the first floor of the Northtown Center.			500 LA										$500
YR-5A	**Clearfield Tennis Court Lighting** Install new LED lighting on the four tennis courts at Clearfield Community Center.					187 LA								$187
YR-6A	**Ice Resurfacer Replacement** Replacement of the oldest ice resurfacers with battery operated resurfacers.		320 X											$320
YR-7A	**NTC Sound System & Scoreboard Replacement** Replace old sound system and scoreboards at Northtown Center.					75 LA		125 LA						$200
YR-8A	**North French Soccer Complex Concession Restroom Improvement** **To be Amended at 2/24 TB Mtng**	53 LA	350 F/S 1,200 X											$1,60

INTRODUCTION / EXISTING CONDITIONS:

The Amherst Youth & Recreation Department offers programs for residents of all ages. Program activities are held at various Recreation and Community Center locations throughout the town. Year round indoor ice skating is available through the Northtown Center at Amherst. The facility offers Public Skate sessions for people of all ages. In addition to 3 NHL ice rinks and one Olympic sized rink, the complex grounds include 9 softball fields. Amherst is home to over 20 outdoor park/playground locations which encompass both active and passive recreation. Town-wide Park amenities include several football and soccer fields, playgrounds, sport courts, shelters, bike paths, tennis courts, pickleball courts, sports fields and picnic areas. Picnic shelters and select facilities are available for rental by large groups. Two beautiful pools along with a splash park are available for resident use during the summer months. From spring through late fall, area residents and non-residents alike can enjoy golfing at a public 18-hole golf course as well as a 9-hole par 3 course. A driving range is also available for those who want to brush up on their game or take a few swings.

Attachment: MPR 2025 YR-8A N French Soccer Impr (RES-2025-184 : N. French Soccer Complex Concession Restroom Improvement (Bond

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
North French Soccer Complex Concession Restroom Improvement

PROPOSED SCOPE OF IMPROVEMENTS:

As per the aerial photograph shown below, the Town owns and operates the North French Soccer Complex, located at 1699 North French Road and immediately east of the I-990 Expressway. This park area includes six (6) regulation soccer fields that can all be configured in a myriad of sizes to accommodate numerous levels of youth soccer. This park also currently can accommodate up to 153 asphalt accessible and non-accessible parking spots.

In order to enhance the user experience of this park, a new approx. 2,050 sq. ft. single-story, ADA-compliant permanent "Class C" building will be constructed at-grade to replace use of temporary portable restrooms and this building shall include restrooms, concessions and storage spaces that will be located in close proximity to the fields and the parking area. The building will be utility serviced via construction of new sanitary and storm sewer laterals as well as the construction of new water and electrical services. The building will include remote locking and un-locking capability as well as new remote surveillance elements. As an extra layer of safety, additional lighting will be provided around the building as well as new parking lot lights being added to the existing parking area. Seasonal ventilation and heating will be provided within the building as well.

By agreement, this project is intended to be collaborative between the Town, Erie County and a contribution from a local developer. Currently, the users of this facility are forced to utilize portable toilet facilities as well as portable tenting for shade during the summer months. The Town has been allocated a grant through Erie County and those funds will be utilized towards the design of the project as well as construction of new utilities that will service the new building. The new building shall be designed by the Town and will be of similar size, scope and finish quality with other similar restroom facilities that have been built in other Town parks within the last five (5) years. It is anticipated that the developer will fund and construct the entire building and upon completion, the building will be dedicated to the Town for the exclusive use of Town programs and the dedicated user groups of this facility. As per the above and while the amenities may change as the design is further developed, the scope of this project described above will be designed during 2025 and bid and constructed during 2025 and 2026. The above project costs have been estimated to be $1,603,000.00 and those costs will be defrayed by the developer-funded building costs and through the use of the County Grant allocation. The balance of required funds shall be bonded against the Town of Amherst General Fund with serial bonds totaling $53,000.00. The improvements provided within the scope of this project will have a minimum life cycle of 15 years.

Attachment: MPR 2025 YR-8A N French Soccer Impr (RES-2025-184 : N. French Soccer Complex Concession Restroom Improvement (Bond

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
North French Soccer Complex Concession Restroom Improvement

Aerial Photo: May 2022

FINANCIAL SUMMARY:

Est. Construction Costs	$ 1,511,000
Professional Services	91,500
Legal / Administrative	500
Total Project Costs	1,603,000
Erie County Grant Allocation	(350,000)
Developer Contribution	(1,200,000)
Town of Amherst Funds to be Bonded	**$ 53,000**

TAXATION SUMMARY:

Total Bond Amount:	$ 53,000 (General Fund)
Bond Term:	15 Years
Annual Tax Impacts:	$0.0003 per $1,000 AV (100% Equalization)
Median Home Annual Tax Impact:	$0.0923 per $346,000 AV (100% Equalization)

Attachment: MPR 2025 YR-8A N French Soccer Impr (RES-2025-184 : N. French Soccer Complex Concession Restroom Improvement (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 February 13, 2025

TO: Brian Armstrong, Director
Engineering Services Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Classification – North French Soccer Complex Restroom/Concession Building
2025-2030 C.I.P. Project YR-8A

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)(9). 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)\O2_13_2025_YR-8A_North FRench Soccer Restroom_concession building.docx

cc: Samuel Alba Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2025 YR-8A N French Soccer Impr (RES-2025-184 : N. French Soccer Complex Concession Restroom Improvement (Bond

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30153 **RESOLUTION 2025-185** **ADOPTED**

2025 Waterline Improvements & Replacements (OCPH - $3,402,000)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 4, 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 March 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
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachments, **Agenda Item – March 10, 2025**)
Daryl C. Bramer, Comptroller *(w/attachments)*
Lynda Juul, Director of Finance *(w/attachments)*
Dan Howard, Director of Planning *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Brain J. Armstrong, Director of Engineering Services *(w/attachments)*

3/10/2025
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 10th day of March, 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: Brian J. Kulpa, Supervisor

Seconded by: Jacqualine Berger, Councilwoman

ORDER CALLING FOR A PUBLIC
HEARING TO BE HELD ON
MARCH 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-2025-185 : 2025 Waterline Improvements & Replacements (OCPH - $3,402,000))

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 March, 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-2025-185 : 2025 Waterline Improvements & Replacements (OCPH - $3,402,000))

DATED: March 10, 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-2025-185 : 2025 Waterline Improvements & Replacements (OCPH - $3,402,000))

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 10th day of March, 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 10th day of March, 2025.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2025-185 : 2025 Waterline Improvements & Replacements (OCPH - $3,402,000))

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 March 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: March 10, 2025
Williamsville, New York

Francina J. Spoth
Town Clerk

Attachment: CertOCPH (RES-2025-185 : 2025 Waterline Improvements & Replacements (OCPH - $3,402,000))

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-2025-185 : 2025 Waterline Improvements & Replacements (OCPH - $3,402,000))

Town of Amherst
Engineering Services Department
2025 Waterline Replacements

Attachment: MPR 2025 E-4 Waterline Replacement (RES-2025-185 : 2025 Waterline Improvements & Replacements (OCPH - $3,402,000))

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-2025-185 : 2025 Waterline Improvements & Replacements (OCPH - $3,402,000))

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-2025-185 : 2025 Waterline Improvements & Replacements (OCPH - $3,402,000))

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 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-2025-185 : 2025 Waterline Improvements & Replacements (OCPH - $3,402,000))

EXHIBIT 1: CIMARAND DRIVE (PHASE 1)

EXHIBIT 2: TRANSIT ROAD

Attachment: MPR 2025 E-4 Waterline Replacement (RES-2025-185 : 2025 Waterline Improvements & Replacements (OCPH - $3,402,000))

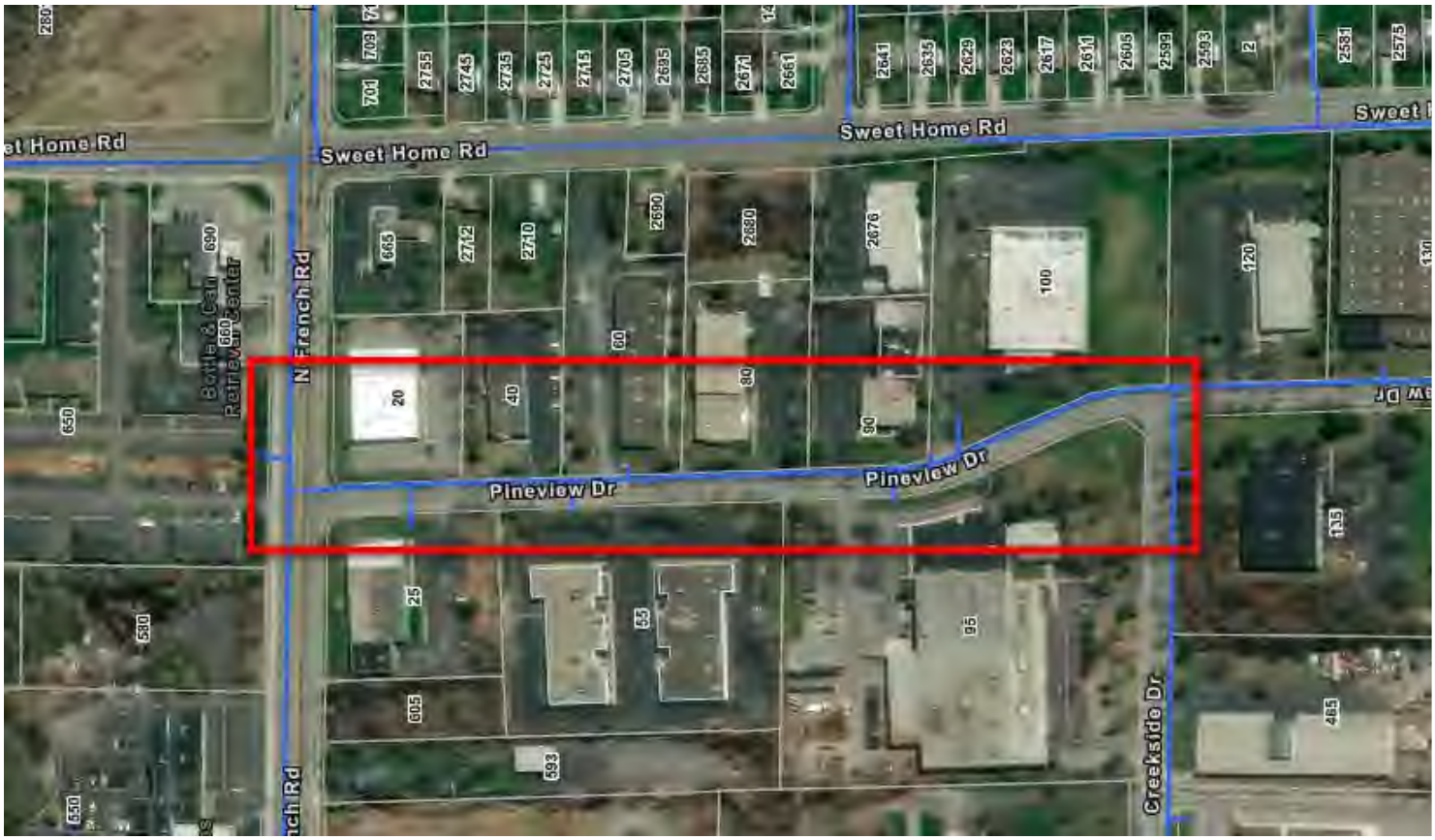


EXHIBIT 3: PINEVIEW DRIVE

Attachment: MPR 2025 E-4 Waterline Replacement (RES-2025-185 : 2025 Waterline Improvements & Replacements (OCPH - $3,402,000))

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30154 **RESOLUTION 2025-186** **ADOPTED**

Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (OCPH - $2,250,000)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 4, 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 project on March 24, 2025 at 7:00 p.m.

Also attached is the Map Plan and Report for each project, further detailing the scope of the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachments*, **Agenda Item – March 10, 2025**)
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*)

3/10/2025
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 10th day of March, 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: Brian J. Kulpa, Supervisor

Seconded by: Jacqualine Berger, Councilwoman

ORDER CALLING FOR A PUBLIC HEARING TO BE HELD ON MARCH 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-2025-186 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (OCPH - $2,250,000))

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 March, 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-2025-186 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (OCPH - $2,250,000))

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: March 10, 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-2025-186 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (OCPH - $2,250,000))

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 10th of March, 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 March, 2025.

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2025-186 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (OCPH - $2,250,000))

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 March 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: March 10, 2025
Williamsville, New York

Francina J. Spoth
Town Clerk

Attachment: CertOCPH (RES-2025-186 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (OCPH - $2,250,000))

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-2025-186 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (OCPH -

TOWN OF AMHERST
2025 SANITARY SEWER ASSESSMENT PROJECTS

INTERCEPTOR REHABILITATION AND H2S STUDY

Attachment: MPR 2025 S-5 Sanitary Sewer Studies (RES-2025-186 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (OCPH -

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-2025-186 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (OCPH -

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-2025-186 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (OCPH -

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-2025-186 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (OCPH -

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-2025-186 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (OCPH -

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-2025-186 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (OCPH -

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-2025-186 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab

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-2025-186 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab

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-2025-186 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab

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-2025-186 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30155 **RESOLUTION 2025-187** **ADOPTED**

4300 Millersport Highway Site Plan - Lighting (OCPH)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 4, 2025**

RE: **4300 Millersport Highway Site Plan (Lighting)**
Order Calling For A Public Hearing

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

RESOLVED, the Town Board hereby makes a motion to call for a Public Hearing to be held on April 7th, 2025 at 7:00 p.m. to extend the Town's consolidated lighting district to include the above Site Plan;

BE IT FURTHER RESOLVED, the Town Board adopts the attached Order Calling Public Hearing for this purpose.

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item – March 10, 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/attachment*)
Jessica Boudreau, PE, Project Manager (*w/attachment*)
Christopher P. Schregel, Project Manager (*w/attachment*)
Sean W. Hopkins, Esq. (*w/attachment*)

3/10/2025
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 10th day of March, 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

Millersport Highway Site Plan Extension to the Consolidated Lighting District in the Town of Amherst in the County of Erie, New York, pursuant to Article 12-A of the Town Law

Offered by: _____

Seconded by: _____

ORDER CALLING FOR A PUBLIC HEARING TO BE HELD ON APRIL 7, 2025

WHEREAS, the Town Board of the Town of Amherst, in the County of Erie, New York (the "Town") has caused the Town, to prepare a map, plan and report for the proposed extension of the Consolidated Lighting District in the Town, pursuant to Article 12-A of the Town Law, consisting of the installation of approximately 24 LED Street Lights to be installed by the developer, Cimato & Sons (the "Developer") and turned over to the Town following the completion of the Public Improvement Permit (PIP) process as set forth in the Millersport Highway

Attachment: OCPH.4.7.25 (RES-2025-187 : 4300 Millersport Highway Site Plan - Lighting (OCPH))

Site Plan, and including any work required in connection therewith, including land or rights in land, original equipment, assemblies, machinery, furnishings, fittings, connections, appurtenances and related site work and other ancillary work, as needed (referred to herein as the "Extension"); and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the extension of the District may have on the environment, and the Town Board and the Town have complied in every respect with all applicable federal, state and local laws and regulations regarding environmental matters, including compliance with the New York State Environmental Quality Review Act (SEQRA), comprising Article 8 of the Environmental Conservation Law and, in connection therewith, the Town Board has determined that the proposed action is a Type II action for SEQRA purposes and will not have a significant effect on the environment and a Negative Declaration has been issued; and

WHEREAS, the proposed Extension is bounded and described as set forth in Attachment A hereto and as on file with the office of the Town Clerk; and

WHEREAS, the maximum amount proposed to be expended by the Town for the Extension is the sum of zero dollars ($0.00) as the Developer will pay for the capital cost of the Extension; and

WHEREAS, the annual estimated cost of providing street lighting services within the Extension for a $346,000 Property (2025 Median Home Value) at 100% Equalization is $131.73 ($.380736 per $1,000 AV); and

WHEREAS, since there will be no capital cost to the Town for the Extension, no financing will be employed and it is therefore not necessary to obtain the approval of the New York State

Attachment: OCPH.4.7.25 (RES-2025-187 : 4300 Millersport Highway Site Plan - Lighting (OCPH))

Comptroller's Office.

NOW, THEREFORE BE IT

ORDERED, that a meeting of the Town Board of the Town be held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 7th day of April, 2025 at 7:00 P.M. (Prevailing Time) to consider said Extension and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law; and be it,

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 sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, the Order Calling A Public Hearing, 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.

DATED: March 10, 2025

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

Attachment: OCPH.4.7.25 (RES-2025-187 : 4300 Millersport Highway Site Plan - Lighting (OCPH))

The adoption of the foregoing Resolution and Order was duly put to a vote on roll call, which resulted as follows:

Hon. Brian J. Kulpa, Supervisor	Voting _____
Shawn Lavin, Deputy Supervisor/Councilman	Voting _____
Jacqualine Berger, Councilwoman	Voting _____
Angela Marinucci, Councilwoman	Voting _____
Michael R. Szukala, Councilman	Voting _____

The Order was declared adopted.

Attachment: OCPH.4.7.25 (RES-2025-187 : 4300 Millersport Highway Site Plan - Lighting (OCPH))

Attachment A

Attachment: OCPH.4.7.25 (RES-2025-187 : 4300 Millersport Highway Site Plan - Lighting (OCPH))

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 10th day of March, 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 March, 2025.

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: OCPH.4.7.25 (RES-2025-187 : 4300 Millersport Highway Site Plan - Lighting (OCPH))

Town of Amherst, New York
Lighting District Expansion
Map, Plan & Report

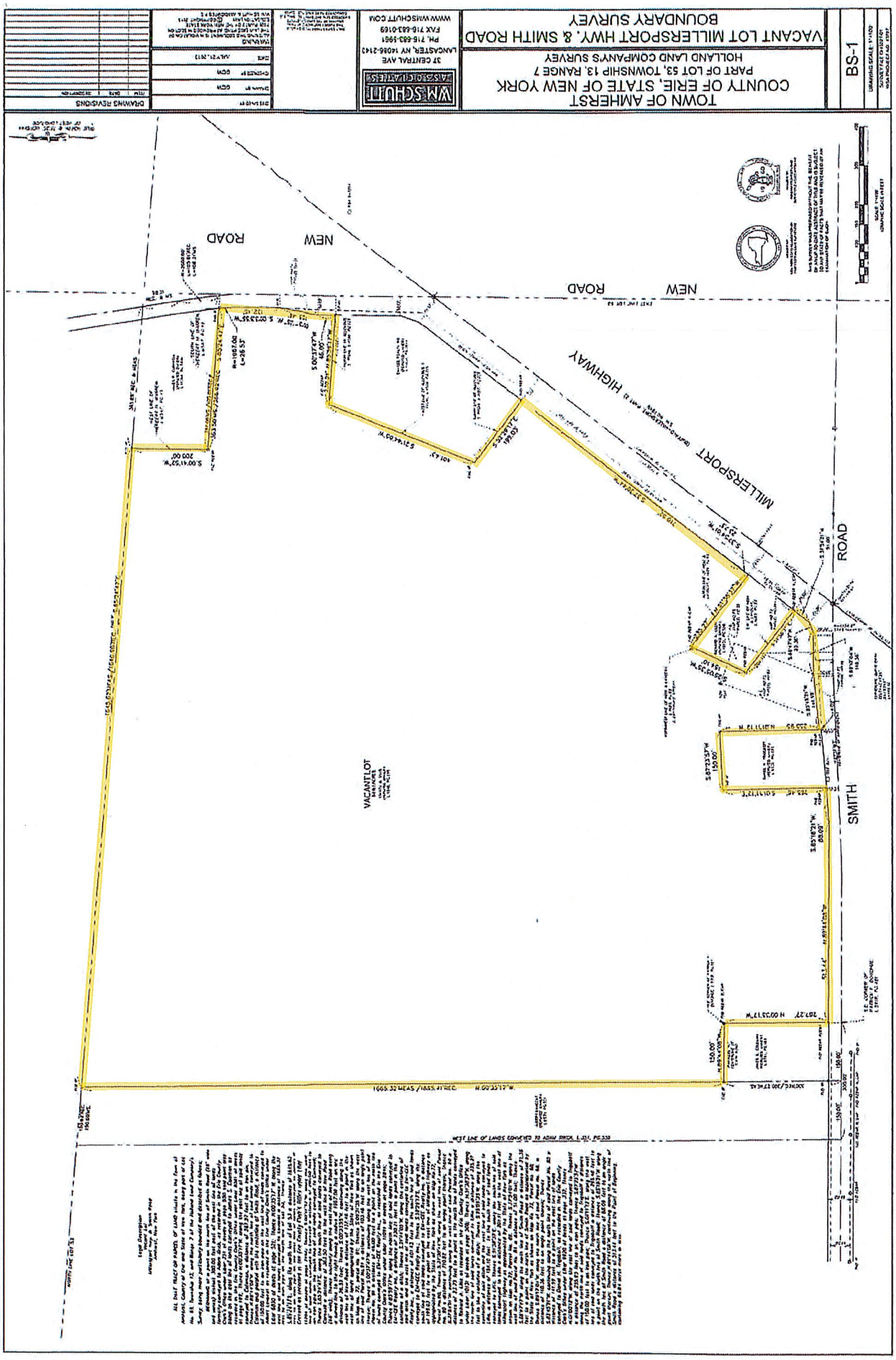
4300 Millersport Highway Site Plan (Lighting District)
February 2025

Lighting to be installed by the developer, Cimato & Sons, and turned over to the Town of Amherst following the completion of the Public Improvement Permit (PIP) process.

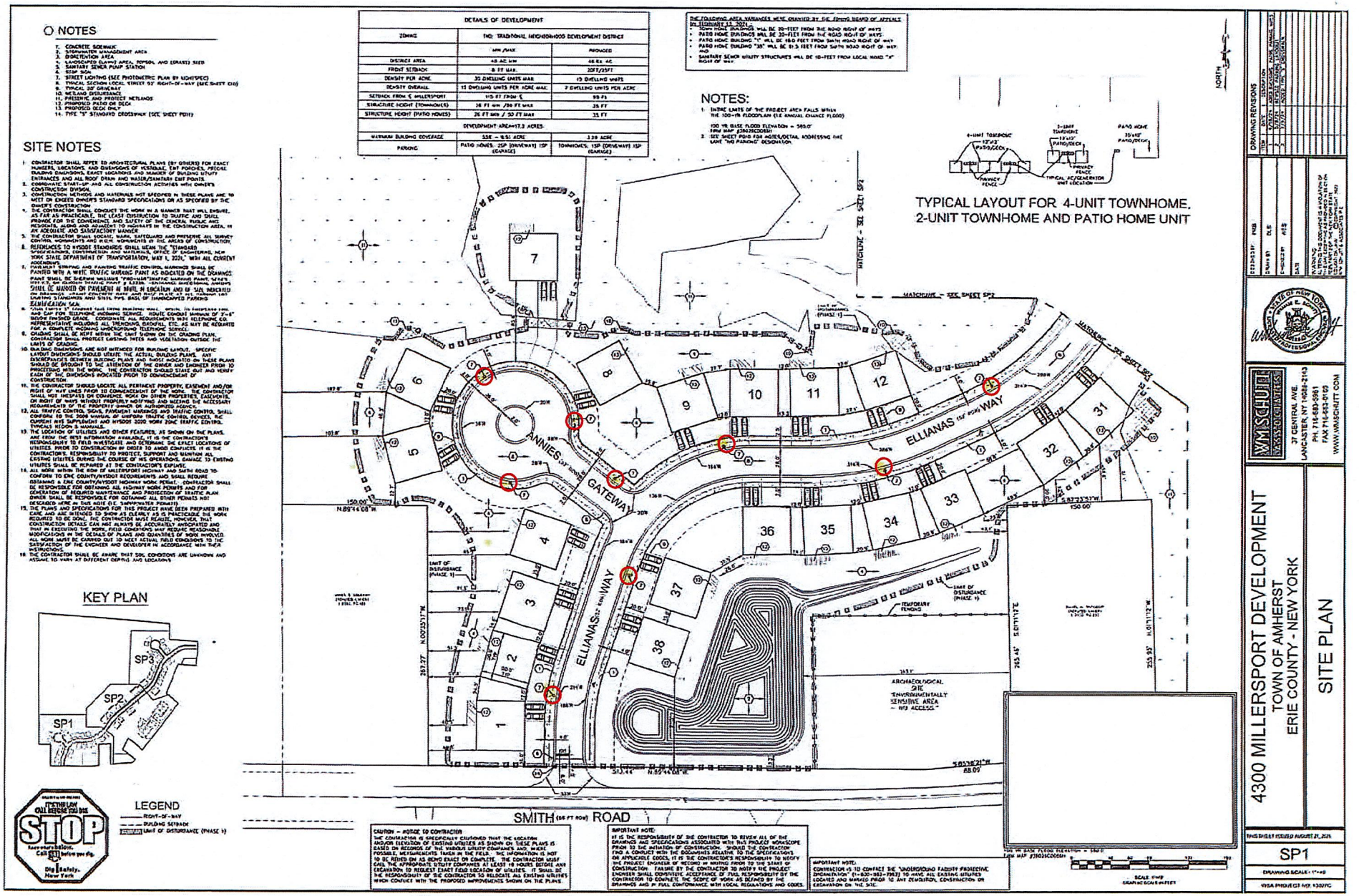
Estimated number of streetlights:	24
Estimated number of parcels in district expansion:	1
Estimated Tax Implication (2024 Rate):	$0.380736 per $1,000 AV $131.73 for $346,000 (**2025 median home value**)

See attached subdivision map.

Attachment: 4300 Millersport Hwy Streetlight MPR - Feb2025 (RES-2025-187 : 4300 Millersport Highway Site Plan - Lighting (OCPH))

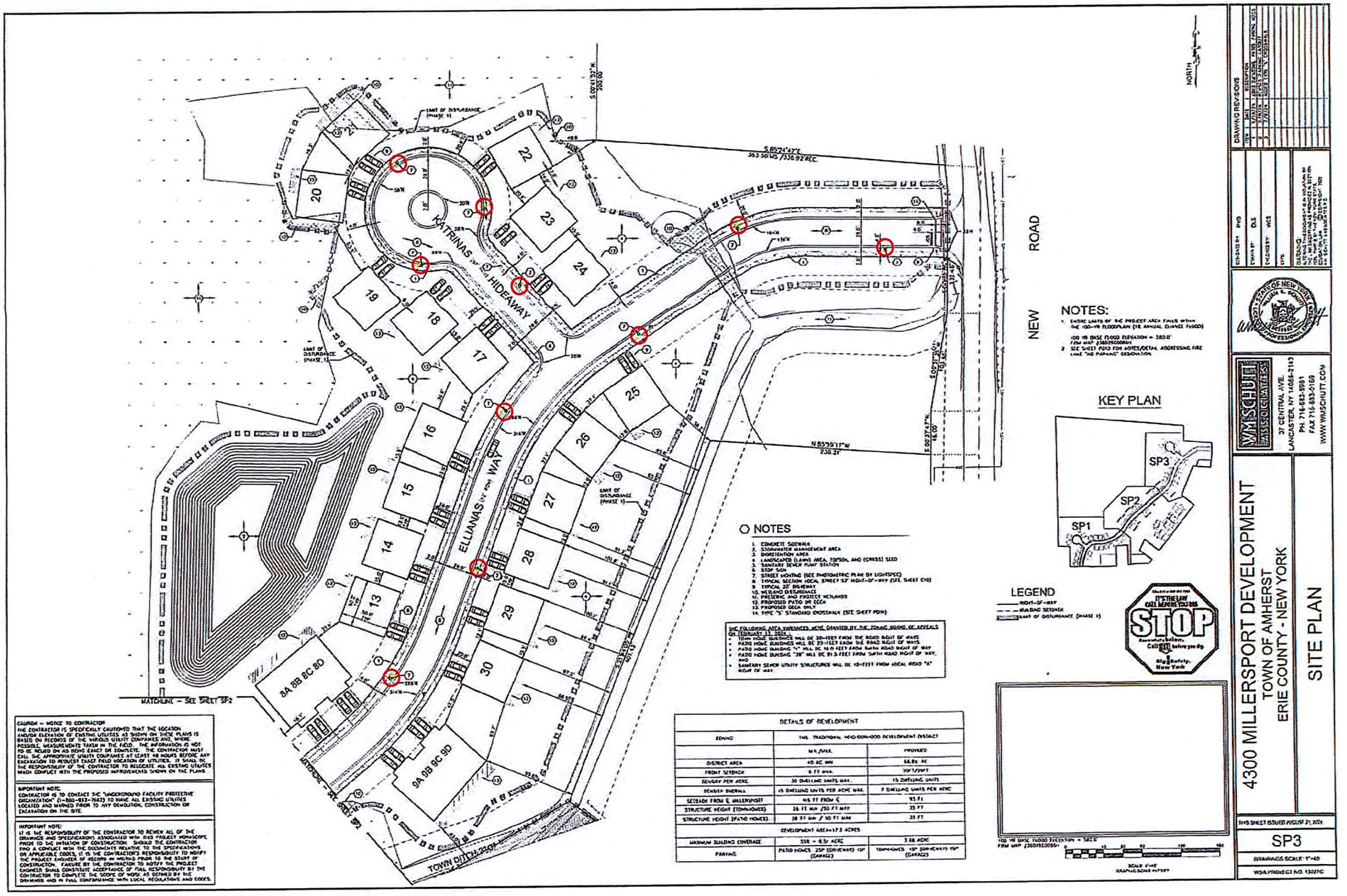


Attachment: 4300MillersportHwy.Lighting-02132025125156 (RES-2025-187 : 4300 Millersport Highway Site Plan - Lighting (OCPH))



Attachment: 4300MillersportHwy.Lighting-02132025125156 (RES-2025-187 : 4300 Millersport Highway Site Plan - Lighting (OCPH))

Attachment: 4300MillersportHwy.Lighting-02132025125156 (RES-2025-187 : 4300 Millersport Highway Site Plan - Lighting (OCPH))



Packet Pg. 233

13.A.9.c

Attachment: 4300MillersportHwy.Lighting-02132025125156 (RES-2025-187 : 4300 Millersport Highway Site Plan - Lighting (OCPH))

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30156 A **RESOLUTION 2025-188** **ADOPTED**

WPCF Treatment Systems Component Replacement/Rehab (OCPH - $1,450,000)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 4, 2025**

RE: **Water Pollution Control Facility (WPCF)**
Treatment Systems Component Replacement/Rehabilitation
2025 C.I.P. - Project No. S-4
Order Calling Public Hearing - $1,450,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on April 7, 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 – March 10, 2024**)
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*)
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Michael Poslinski, Senior Engineer Assistant (*w/attachment*)

3/10/2025
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

Attachment: 2025 MPR S-4 WPCF Treatment Systems Component 02-19-2025 (2) (RES-2025-188 : WPCF Treatment Systems Component

Town of Amherst

Engineering Department

Water Pollution Control Facility

TREATMENT SYSTEMS COMPONENT REPLACEMENT / REHABILITATION

2025 – 2030 Capital Improvement Program
Project S-4

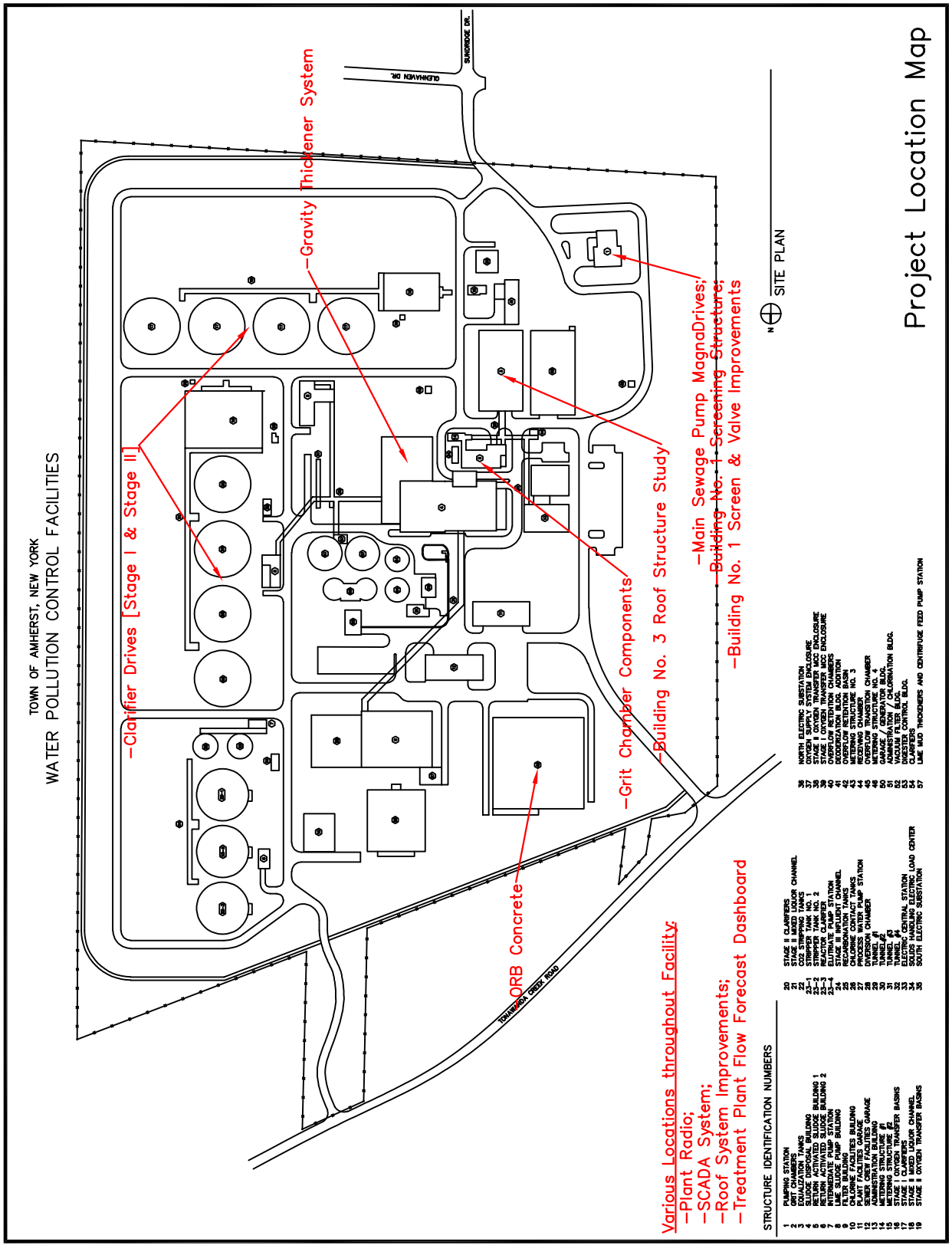
Map, Plan & Report
February 19, 2025

Contents:

- Project Site / Location Plan
- Existing Conditions
- Proposed Scope of Improvements
- Financial / Taxation Summary
- Town of Amherst Planning Department SEQR Determination

Town of Amherst Engineering Department
Water Pollution Control Facility
455 Tonawanda Creek Road
Amherst, NY 14228
(716) 691 - 9771 / Fax: (716) 691 - 4496

WATER POLLUTION CONTROL FACILITIES SITE PLAN:



1.0 FACILITY DESCRIPTION

The Town of Amherst (Town) WPCF, located at 455 Tonawanda Creek Road, has been in operation since the 1970s. The WPCF processes wastewater from the Towns of Amherst and Clarence, and the Village of Williamsville. This facility is a pure oxygen activated sludge treatment plant which provides preliminary, primary, and secondary treatment, as well as tertiary filtration. Plant effluent is seasonally disinfected with sodium hypochlorite and dechlorinated prior to discharge into Tonawanda Creek.

The WPCF is rated at a monthly average flow of 48 MGD according to the Town's State Pollution Discharge Elimination System (SPDES) Permit. In addition, the Town's High Flow Management Plan, High Flow Procedures state that Stage I treatment must sustain a minimum peak flow of 85 MGD, while Stage II must be capable of sustaining a minimum peak treatment capacity of 60 MGD.

2.0 WPCF TREATMENT SYSTEMS COMPONENT REPLACEMENT/REHABILITATION

2.1 EXISTING CONDITIONS

The WPCF has 58 buildings and structures on the premises with many of them housing equipment that is critical for plant operation. Most of the site structures were built in the late 1970s and several are showing signs of deterioration.

In 2019, the Town hired a consultant to perform a building condition survey of the existing facilities at the WPCF. The final report contained a description of the building systems surveyed, their observed conditions, and recommended repairs. From the consultant's observations, they concluded that the many of the structures had deteriorating exterior building envelopes. These issues being failing roof systems, deteriorating parapet walls & precast wall panels, brick spalling and cracked or missing joint sealant.

In addition, there is still some original (first generation) mechanical components of the plant in service. In 2012, the Town hired a consultant to prepare a condition assessment of the treatment plant's process equipment. That study recommended spending $35 million on projects dedicated to replacing decaying and malfunctioning first generation process equipment with new, energy efficient equipment. Since all of those projects were completed, there is a continuous need to replace and rehab equipment due to the corrosive duty of said equipment.

The goal of this funding action and its associated projects will be to 1.) extend the life of various structures, 2.) improve building efficiency, and 3.) reduce safety concerns. In addition, essential equipment will be replaced in order to provide reliable equipment that will not interrupt the plant process.

This project will focus on the following areas of improvements, but are not limited to:

Purchase of Clarifier Drives:

Flows from the Stage 1 oxygen transfer basins are split amongst four (4) Stage 1 clarifiers. Each clarifier is 140-ft in diameter with a 12-ft side water depth. Each clarifier is equipped with a drive mechanism, controls, stainless steel overflow weirs, sludge suction removal piping mounted on the clarifier

Attachment: 2025 MPR S-4 WPCF Treatment Systems Component 02-19-2025 (2) (RES-2025-188 : WPCF Treatment Systems Component

collection arms, scum skimmer arms, scum collection box, density current baffles as well as many additional accessories. Similar to the Stage 1 process, flows from the Stage 2 oxygen transfer basis are split amongst four (4) Stage 2 clarifiers. Each clarifier is 140-ft in diameter with a 14-ft side water depth.

Two of the original drive units will be replaced as they are exhibiting signs of failure. This equipment is critical to permit compliance of the facility.

Rehabilitation of Main Sewage Pump MagnaDrives:

The WPCF Main Influent Pumping Station, Structure No. 1, lifts influent raw sewage flow so it can flow by gravity through the front half of the plant. This wastewater is lifted from the wet wells by means of four main sewage pumps (MSP). Each of the pumps are a heavy duty vertical, single suction, nonclogging centrifugal type designed for dry pit operation. Three of the pumps utilize electric motors, and the fourth pump operates on a natural gas engine.

Between 2011 & 2013, three (3) of the main sewage pumps had their motors and drives replaced. The drives (Magnadrives) installed are an adjustable torque coupling system that provides variable speed capability on the rotating machinery.

These drives have been showing signs of wear over these past few years, and coolant has been leaking from within one of the drive units causing one of the main sewage pumps to be placed out of service.

Building No. 1 Screening Structure Rebuild:

The Pumping Station (Building No. 1) was built as part of the 1973 Water Pollution Control Facility project. There is a small, single-story pre-engineered metal building structure addition located on the west side of the building. The addition is an enclosure for the screening's dumpster.

The overall condition of the metal building structure is poor with the roof and walls showing signs of rust and significant deterioration.

Grit Chamber Component Replacement:

During the preliminary treatment, sewage is pumped to three (3) aerated grit collectors which utilize compressed air to suspend organic material while the grit settles for removal.

In 2018, the three (3) centrifugal blowers and the piping for the air diffusers were replaced in the grit collector system. Currently, the chain & flight systems in the grit collectors are constantly in need of repair, and have surpassed their life expectancy. The components of the chain & flight systems will need to be replaced.

ORB Concrete Repairs:

Overflow Retention Structure (Building No. 42) is a rectangular concrete structure used to retain excess influent water during high-flow events. The structure was constructed in 1983, and consists of concrete walls and base slab, and is supported on driven piles. Following a high-flow event, the structure is emptied via a one-foot-wide overflow recovery channel that feeds back into the plant for processing.

Attachment: 2025 MPR S-4 WPCF Treatment Systems Component 02-19-2025 (2) (RES-2025-188 : WPCF Treatment Systems Component

Water cannons are spaced around the perimeter and along the concrete platform for use in washing the chambers out after a high-flow event.

As the area and population serviced by the plant have increased, the number and size of high-flow events has increased dramatically. The concrete slab of the tanks shows excessive amounts of cracks and spalling with rebar showing in some areas. Plant personnel indicated that some of the concrete deterioration can be correlated to the increase in the structure's use.

Plant Radio Replacement:

The plant personnel utilize two-way radios to provide a reliable, immediate, and portable means of communication across the facility. The radios enable efficient coordination of tasks, rapid response to emergencies, and overall improved safety to staff. They are a vital lifeline for communication between different departments and personnel within the facility.

The current radio equipment is out of date, and have become unreliable due to the equipment failing.

SCADA System Improvements:

The WPCF utilizes a computer system that is called Supervisory Control and Data Acquisition (SCADA) which gathers and analyzes real time data. The SCADA system is used to monitor and control the majority of the Plant equipment. This system consists of computers, networked data communications and graphical user interfaces.

An important part of the SCADA system is alarm handling. The system monitors whether certain alarm conditions are satisfied, to determine when an alarm event has occurred. Once an alarm event has been detected, one or more actions are taken. Such as the activation of one or more alarm indicators, and the generation of email or text messages so that management or remote SCADA operators are informed.

The existing computer network and equipment are in need of an upgrade. These improvements will make sure that the plant process is not interrupted, and provide security to the facility.

Supplemental Funds for WPCF: Building No. 1 Screen and Valve Improvements:

In 2024, the Town awarded contracts for the WPCF: Building No. 1 Screen and Valve Improvements Project. The scope of work for this project was primarily in Building No. 1, and the improvements included sluice gates, butterfly gates, isolation valves, dewatering system, air compressors, screening system, and other appurtenances.

At the time of project award, the Town did not have sufficient funds to award the contingency allowance and funds for the SCADA integrator.

Supplemental Funds for WPCF: Roof System Improvements:

In 2024, the Town awarded a contract for the WPCF: Roof System Improvements Project. The scope of work for this project included the replacement of the roof systems on Building Nos. 1, 7 & 41, the replacement of all the parapet walls on Building No. 1, and the replacement of the missing parapet

Attachment: 2025 MPR S-4 WPCF Treatment Systems Component 02-19-2025 (2) (RES-2025-188 : WPCF Treatment Systems Component

panel on Building No. 4. Due to unfavorable weather conditions, the project was put on hold until the Spring of 2025. This Infrastructure Bond will provide additional funds towards this project.

Supplemental Funds for WPCF: Gravity Thickener System Improvements:

The solids handling systems provide for the collection, thickening, dewatering and disposal of solids generated in the plant. The organic solids include raw sludge and scum from the Equalization Tanks, grit from the Grit Chambers and waste activated sludge and scum from the Stage 1 and Stage 2 Clarifiers. With a few exceptions, all solids handling processes and equipment are located in the Sludge Disposal Building.

Thickening wastewater solids reduces the volume of residuals, improves operation, and reduces costs for subsequent storage, processing, transfer, end use or disposal. The WPCF's blended sludge is thickened in the solids handling process utilizing four gravity thickener tanks. The chain & flight sludge collector tanks, pumps and associated appurtenances were originally installed in the late 1970s. The equipment for this system operates in a very harsh, corrosive atmosphere and are at the end of their useful life. The tanks are in need of rehabilitation, and the associated pumps & piping need replacement.

Initial funds for this project were bonded in 2020 & 2023. This Infrastructure Bond will provide additional funds towards this project. Currently, a consultant is designing this project.

Building No. 3 Roof Structure Study:

Primary treatment at the WPCF includes gravity settling in one of the eight (8) Equalization (EQ) Basins in Buildings 3 and 40. These eight basins are each equipped with influent control gates, chain & flight equipment, scum collection systems, and sludge cross-collectors. The Building No. 3 substructure tanks were constructed in 1973, and the prefabricated metal building superstructure was constructed in 1982.

A structural study was performed in 2008 to evaluate the Building No. 3 superstructure. The structural assessment noted that the steel pins in the connections had corroded severely and recommended that the pins be replaced in their entirely. Town of Amherst employees had attempted to remove some of the steel pins under the direction of the structural consultant, but the pins were not able to be removed.

Treatment Plant Flow Forecasts Dashboard:

A consultant will be hired by the Town to develop a Treatment Plant Flow Forecasts Dashboard with National Oceanic and Atmospheric Administration (NOAA) derived inputs, ensemble modeling, and forecast visualizations. This Dashboard will provide an ensemble of flow prediction models, including deep learning flow predictions, and state of the art, physics-constrained, deep learning predictions. The flow forecasts will use NOAA meteorological weather data as inputs to maximize reliability over local sensor inputs. The program will be configured to enable Amherst to understand future plant flows and uncertainty of predictions leading to well informed adjustments to its operations. The consultant will configure dashboards that directly inform Amherst on the meteorological conditions and forecasts as they relate directly to your sewer catchments. These same weather conditions will be linked to six selected flow prediction algorithms thereby providing operations with a greater understanding of the risks vs. a single deterministic prediction.

Attachment: 2025 MPR S-4 WPCF Treatment Systems Component 02-19-2025 (2) (RES-2025-188 : WPCF Treatment Systems Component

2.1.1 SCOPE OF IMPROVEMENTS

Purchase of Clarifier Drives:

Replace two drive units on the Stage I and Stage II clarifiers, and any other associated appurtenances.

Rehabilitation of Main Sewage Pump Magnadrives:

One of the MagnaDrives will be rebuilt or rehabbed. If there is any remaining funding in the bond rehab of the other two MagnaDrives will be considered.

Building No. 1 Screening Structure Rebuild:

Replacement of the single-story pre-engineered metal building structure.

Grit Chamber Component Replacement:

Provide upgrades and replacements to the chain & flight systems in the grit collectors. These improvements will include various components of the chain & flights.

ORB Concrete Repairs:

Repair the damaged concrete areas on the slab and the walls of the Overflow Retention Structure, and all other associated appurtenances.

Plant Radio Replacement:

Replace the plant radio equipment and charging equipment.

SCADA System Improvements:

Provide upgrades and improvements to various components of the SCADA System. This includes new camera equipment associated with process and security, and any other associated appurtenances.

Supplemental Funds for WPCF: Building No. 1 Screen and Valve Improvements:

This bond will provide additional funds towards the construction of the Building No. 1 Screen and Valve Improvements Project, and all other appurtenances.

Supplemental Funds for WPCF: Roof System Improvements:

This bond will provide additional funds towards the construction of the Roof System Improvements Project, and all other appurtenances.

Supplemental Funds for WPCF: Gravity Thickener System Improvements:

Provide upgrades and replacements to various components of the existing solids handling system and any other associated components.

Attachment: 2025 MPR S-4 WPCF Treatment Systems Component 02-19-2025 (2) (RES-2025-188 : WPCF Treatment Systems Component

Building No. 3 Roof Structure Study:

Commission a structural engineer to reevaluate the Building No. 3 structure to provide the Town with a recommendation for repairing or replacing the structure, and provide probable costs for this work.

Treatment Plant Flow Forecasts Dashboard:

A consultant will be hired by the Town to develop a Treatment Plant Flow Forecasts Dashboard, and all that is associated with this work.

2.1.2 FINANCING

The WPCF Treatment Systems Component Replacement / Rehabilitation Project will be completed during 2025 - 2026. The work described above will be bonded against the Consolidated Sanitary Sewer District at a *total project cost* of $1,450,000. The above project can be characterized as a replacement-in-kind project.

FINANCIAL SUMMARY:

Estimated Construction Costs	$ 1,242,750
Engineering Fees	$ 200,000
Legal / Administrative /Interest	$ 7,250
Contingencies	$ 0
Total Amount to be bonded	**$ 1,450,000**

It is important to note that the above project costs are estimates only and the department reserves the ability to maneuver funding between projects as necessary.

2.1.3 TAX IMPACTS

Taxation Summary:

• Total Bond Amount:	$ 1,450,000	
• Bond Term:	20	years
• Annual Tax Impacts:	$0.0053	per $1,000 AV at 100% Equalization
• Typical Property Taxation Impacts:	$1.8502	per $346,000 AV at 100% Equalization

Attachment: 2025 MPR S-4 WPCF Treatment Systems Component 02-19-2025 (2) (RES-2025-188 : WPCF Treatment Systems Component

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 10th day of March, 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
APRIL 7, 2025

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, 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 February, 2025, for the increase and improvement of facilities of the Town's Consolidated Sanitary Sewer District (the "District"), consisting of improvements to the Town's Water Pollution Control

Attachment: CertOCPH (RES-2025-188 : WPCF Treatment Systems Component Replacement/Rehab (OCPH - $1,450,000))

Facility, including treatment systems component replacement and rehabilitation, at the estimated maximum cost of $1,450,000 (2025-2030 CIP Project No. S-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 $1,450,000; 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 7th day of April, 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-2025-188 : WPCF Treatment Systems Component Replacement/Rehab (OCPH - $1,450,000))

DATED: March 10, 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-2025-188 : WPCF Treatment Systems Component Replacement/Rehab (OCPH - $1,450,000))

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 10th day of March, 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 March, 2025.

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2025-188 : WPCF Treatment Systems Component Replacement/Rehab (OCPH - $1,450,000))

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 April 7, 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 Consolidated Sanitary Sewer District (the "District"), consisting of improvements to the Town's Water Pollution Control Facility, including treatment systems component replacement and rehabilitation, at the estimated maximum cost of $1,450,000 (2025-2030 CIP Project No. S-4), as described in the map, plan and report, dated February, 2025, prepared by the Town Engineering Department. The current approved total estimated maximum cost of the projects is $1,450,000, 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: March 10, 2025
Williamsville, New York

Francina J. Spoth
Town Clerk

Attachment: CertOCPH (RES-2025-188 : WPCF Treatment Systems Component Replacement/Rehab (OCPH - $1,450,000))

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30157 **RESOLUTION 2025-189** **ADOPTED**

Oxygen Separation System Replacement Procurement (OCPH - $10,000,000)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 5, 2025**

RE: **Water Pollution Control Facility (WPCF)**
Oxygen Separation System Replacement Procurement
2025-2030 C.I.P. - Project No. S-3
Order Calling Public Hearing - $10,000,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on April 7, 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
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachments, **Agenda Item – March 10, 2025**)
Daryl C. Bramer, Comptroller *(w/attachments)*
Lynda Juul, Director of Finance *(w/attachments)*
Dan Howard, Director of Planning *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachments*)
Michael Poslinski, Senior Engineer Assistant (*w/attachments*)

3/10/2025
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 10th day of March, 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
APRIL 7, 2025

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, 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 February, 2025, for the increase and improvement of facilities of the Town's Consolidated Sanitary Sewer District (the "District"), consisting of improvements to the Town's Water Pollution Control

Attachment: CertOCPH (RES-2025-189 : Oxygen Separation System Replacement Procurement (OCPH - $10,000,000))

Facility, including the Oxygen Separation System replacement, at the estimated maximum cost of $10,000,000 (2025-2030 CIP Project No. S-3); 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 $10,000,000; 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 7th day of April, 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-2025-189 : Oxygen Separation System Replacement Procurement (OCPH - $10,000,000))

DATED: March 10, 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-2025-189 : Oxygen Separation System Replacement Procurement (OCPH - $10,000,000))

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 10th day of March, 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 10th day of March, 2025.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2025-189 : Oxygen Separation System Replacement Procurement (OCPH - $10,000,000))

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 April 7, 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 Consolidated Sanitary Sewer District (the "District"), consisting of improvements to the Town's Water Pollution Control Facility, including the Oxygen Separation System replacement, at the estimated maximum cost of $10,000,000 (2025-2030 CIP Project No. S-3), as described in the map, plan and report, dated February, 2025, prepared by the Town Engineering Department. The current approved total estimated maximum cost of the project is $10,000,000, 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: March 10, 2025
Williamsville, New York

Francina J. Spoth
Town Clerk

Attachment: CertOCPH (RES-2025-189 : Oxygen Separation System Replacement Procurement (OCPH - $10,000,000))

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 10th day of March, 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 10th day of March, 2025.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2025-189 : Oxygen Separation System Replacement Procurement (OCPH - $10,000,000))

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

Transmitted electronically

MEMORANDUM March 5, 2025

TO: Jeffrey Burroughs, P.E., Town Engineer
Engineering Department

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

RE: SEQR Determination
Oxygen Separation System Replacement Procurement
2025-2030 C.I.P. Project S-3

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 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-3_Oxygen Separtion System Replacment Procurement_03_05_2025.docx

cc:
Samuel Alba, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: S-3_Oxygen Separtion System Replacment Procurement_03_05_2025 (RES-2025-189 : Oxygen Separation System Replacement

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30152 **RESOLUTION 2025-190** **ADOPTED**

2025 Fire Protection District Contract - Swormville Fire Dept., Inc. (CRS #5292)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 4, 2025**

RE: **2025 Fire Protection District Contract:**
Fire Protection District No. 12 - Swormville Fire Dept., Inc.
(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). The following meeting that the Public Hearing was to be held at was then cancelled for lack of quorum. In that proper notice is required according to the law, the Public Hearing must once again be rescheduled to approve the above contract.

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

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachments,* **Agenda Item – March 10, 2025**)

3/10/2025
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

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES

DISTRICT NO. 12 (2025)
SWORMVILLE 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 Swormville Fire Protection District No.12, Party of the First Part, and the Swormville 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 hereto before establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Swormville Fire Company, Inc., Fire Protection District No. 12, 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 Swormville Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2025SwormvilleFireProtectionContract (RES-2025-190 : 2025 Fire Protection District Contract - Swormville Fire Dept., Inc. (CRS

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 Swormville Fire Company, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law

Attachment: 2025SwormvilleFireProtectionContract (RES-2025-190 : 2025 Fire Protection District Contract - Swormville Fire Dept., Inc. (CRS

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 or cause to be provided 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 rescue and 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 Four Hundred Eighty-Six Thousand Three Hundred Forty-Seven Dollars and Ten Cents ($486,347.10).

Attachment: 2025SwormvilleFireProtectionContract (RES-2025-190 : 2025 Fire Protection District Contract - Swormville Fire Dept., Inc. (CRS

Attachment: 2025SwormvilleFireProtectionContract (RES-2025-190 : 2025 Fire Protection District Contract - Swormville Fire Dept., Inc. (CRS

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

SWORMVILLE FIRE COMPANY, INC.

BY: _____
Michael Germain, President

Attachment: 2025SwormvilleFireProtectionContract (RES-2025-190 : 2025 Fire Protection District Contract - Swormville Fire Dept., Inc. (CRS

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 Michael Germain, 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: 2025SwormvilleFireProtectionContract (RES-2025-190 : 2025 Fire Protection District Contract - Swormville Fire Dept., Inc. (CRS

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: 2025SwormvilleFireProtectionContract (RES-2025-190 : 2025 Fire Protection District Contract - Swormville Fire Dept., Inc. (CRS

Attachment: 2025FPDBudget-112520241109 12 (RES-2025-190 : 2025 Fire Protection District Contract - Sowrmville Fire Dept., Inc. (CRS #5292))

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

13.A.12.b

Attachment: 2025FPDBudget-11252024110912 (RES-2025-190 : 2025 Fire Protection District Contract - Sowrmville Fire Dept., Inc. (CRS #5292))

Packet Pg. 267

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: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30174 **RESOLUTION 2025-191** **ADOPTED**

Permanent Easement and ROW Agreements for Drainage (CRS #5380 - Blvdcon, LLC)/CRS #5381 - Ridlea Associates, LLC)

AGENDA ITEM : MARCH 10th, 2025

TO: **Town Board**

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

DATE: **March 5, 2025**

RE: **Permanent Easement and Right-of-Way Agreements For Drainage**
***Town of Amherst and Blvdcon, LLC (CRS #5380)**
(Boulevard Consumer Square)
***Town of Amherst and Ridlea Associates, LLC (CRS #5381)**
(Amherst Commerce Park)

Kindly adopt a resolution authorizing the Supervisor to execute the above Easement and Right-of-way Agreements pending successful completion of the Contract Routing System.

Thank you.

SAA:nmb
c: Tim Koller, Deputy Town Clerk
(**Agenda Item – March 10, 2024**)

3/10/2025
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

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30019 **RESOLUTION 2025-192** **ADOPTED**

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

AGENDA ITEM : FEBRUARY 24, 2025

TO: **Town Board**

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

DATE: **February 17, 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
(*w/attachment,* **Agenda Item : February 24, 2025**)
Emily Murphy, Town Assessor

3/10/2025
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 _____ ____, 2025.

PRESENT: HON. JOHN DELMONTE

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 93 NYRPT, LLC for itself and as agent-in-fact for 570 DAB 15, LLC

CONSENT ORDER AND JUDGMENT

Petitioner,

-vs.-

Index No.: 810611/2024

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 a Certain Real Property known as 3265 Sheridan Drive 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 3265 Sheridan Drive (SBL #67.41-2-1.12) 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 Gross

Attachment: O&J 3265 Sheridan Dr Amherst (RES-2025-192 : Settlement of Article 7 Matter - 93 NYRPT, LLC V. Town of Amherst)

Shuman P.C., John K. Rottaris, Esq., of counsel, having appeared for the Intervenor-Respondent Sweet Home 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 #67.41-2-1.12 on the tax assessment roll of the Town of Amherst for the following tax year, has been and shall remain as follows:

Assessment Year	Assessment
2024-25	$2,080,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #67.41-2-1.12 on the tax assessment roll of the Town of Amherst for the following tax years, shall be as follows:

Assessment Year	Assessment
2025-26	$1,700,000
2026-27	$1,700,000
2027-28	$1,700,000
2028-29	$1,700,000

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

Attachment: O&J 3265 Sheridan Dr Amherst (RES-2025-192 : Settlement of Article 7 Matter - 93 NYRPT, LLC V. Town of Amherst)

officers are hereby directed and authorized to calculate and disburse any resulting refunds of taxes, 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 through the 2028-29 tax year, 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: O&J 3265 Sheridan Dr Amherst (RES-2025-192 : Settlement of Article 7 Matter - 93 NYRPT, LLC V. Town of Amherst)

TOWN OF AMHERST

Dated: By: _____

Samuel A. Alba, Esq.
Attorney for Respondent, Town of Amherst
5583 Main Street
Williamsville, New York 14221

GROSS SHUMAN P.C.

Dated: By: _____

John K. Rottaris, Esq.
Attorneys for Intervenor-Respondent,
Sweet Home Central School District
465 Main Street, Suite 600
Buffalo, New York 14203

SO ORDERED:

_____
HON. JOHN DELMONTE

ENTER:

Attachment: O&J 3265 Sheridan Dr Amherst (RES-2025-192 : Settlement of Article 7 Matter - 93 NYRPT, LLC V. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30041 **RESOLUTION 2025-193** **ADOPTED**

Settlement of Article 7 Matter - Thomas Chiaramonte Revocable Living Trust V. Town of Amherst

AGENDA ITEM : FEBRUARY 24, 2025

TO: **Town Board**

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

DATE: **February 17, 2025**

RE: **Settlement of Article 7 Matter**
Thomas Chiaramonte Revocable Living Trust 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 24, 2025**)
Emily Murphy, Town Assessor

3/10/2025
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 _____ ____, 2025.

PRESENT: HON. SHEILA DITULLIO, A.J.S.C.

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 THOMAS CHIARAMONTE REVOCABLE LIVING TRUST

CONSENT ORDER AND JUDGMENT

Petitioner,

-vs.-

Index No.: 810530/2024

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 2365 Dodge 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 a certain parcel of real property located at and known as 2365 Dodge Road (SBL #28.04-2-34) 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: Revised OJ_2365 Dodge_Amherst (RES-2025-193 : Settlement of Article 7 Matter - Thomas Chiaramonte Revocable Living Trust V.

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 #28.04-2-34 on the tax assessment roll of the Town of Amherst for the following tax years, has been as follows:

Assessment Year	Assessment
2024-25	$368,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #28.04-2-34 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	$315,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #28.04-2-34 on the tax assessment roll of the Town of Amherst for the following tax year shall be as follows:

Assessment Year	Assessment
2025-26	$315,000
2026-27	$315,000
2027-28	$315,000

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

Attachment: Revised OJ_2365 Dodge_Amherst (RES-2025-193 : Settlement of Article 7 Matter - Thomas Chiaramonte Revocable Living Trust V.

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 of its 2024 School tax bill related to the property designated as 2365 Dodge Road (SBL #28.04-2-34), and it is further

STIPULATED, ORDERED and ADJUDGED, that Petitioner shall be issued a corrected 2025 Town and County tax bill for the property designated as 2365 Dodge Road (SBL #28.04-2-34) which shall reflect the adjustment of the assessment of said property as provided for herein and that no interest or penalties will be assessed for nonpayment of the original 2025 Town and County tax bill issued for said property provided that such corrected tax bill is paid within thirty (30) days of Petitioner's receipt thereof, 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 in the event that the Assessor for the Town of Amherst assesses SBL #28.04-2-34 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

Attachment: Revised OJ_2365 Dodge_Amherst (RES-2025-193 : Settlement of Article 7 Matter - Thomas Chiaramonte Revocable Living Trust V.

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

AMHERST TOWN ATTORNEY

Dated: _____ By: _____

Samuel A. Alba, Esq.
Respondent, Town of Amherst
5583 Main Street
Williamsville, New York 14221

Attachment: Revised OJ_2365 Dodge_Amherst (RES-2025-193 : Settlement of Article 7 Matter - Thomas Chiaramonte Revocable Living Trust V.

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. SHEILA DITULLIO, A.J.S.C.

ENTER:

Attachment: Revised OJ_2365 Dodge_Amherst (RES-2025-193 : Settlement of Article 7 Matter - Thomas Chiaramonte Revocable Living Trust V.

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30048 **RESOLUTION 2025-194** **ADOPTED**

Settlement of Article 7 Matter - Walgreen/Sheridan-Millersport Partnership V. Town of Amherst

AGENDA ITEM : FEBRUARY 24, 2025

TO: **Town Board**

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

DATE: **February 17, 2025**

RE: **Settlement of Article 7 Matter**
Walgreen Eastern Co., Inc. / Sheridan-Millersport Partnership 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 24, 2025**)
Emily Murphy, Town Assessor

3/10/2025
Consent

FINANCIAL IMPACT:

Assessment

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

Our File #6329-U

At a Special Term of the Supreme Court, State of New York, County of Erie, held at Buffalo, New York, on the___ day of _____, 2024.

P R E S E N T
Hon. Edward A. Pace
Justice

----------X CONSENT ORDER

In the Matter of the Application of:

Index # 810209/2024

WALGREEN EASTERN CO., INC. / SHERIDAN-MILLERSPORT PARTNERSHIP,

Petitioner,

-against-

THE ASSESSOR AND THE BOARD OF ASSESSMENT REVIEW OF THE TOWN OF AMHERST

Respondents,

SWEET HOME CENTRAL SCHOOL DISTRICT OF AMHERST AND TONAWANDA

Respondent-Intervenor,

For Review of a Tax Assessment Under Article 7 of the Real Property Tax Law.
----------X

Proceedings having been brought by WALGREEN EASTERN CO., INC. / SHERIDAN – MILLERSPORT PARTNERSHIP, the Petitioner herein, to review the assessments by the Respondents for the purpose of taxation upon certain parcels of real property, known as 3605 Sheridan Drive, Amherst, New York, Tax Map ID: 67.12-2-4.1, for Assessment Year 2024 (“24/25”) the Petitioner herein by their attorneys, FORCHELLI DEEGAN TERRANA, LLP, and the Respondents, Town of Amherst, by their attorney, SAMUEL ALBA, ESQ. and Respondent-Intervenor Sweet Home Central School District, by their attorney GROSS SHUMAN P.C,

Attachment: 2024 Draft Consent Order (6329-U) (RES-2025-194 : Settlement of Article 7 Matter - Walgreen/Sheridan-Millersport Partnership V.

having entered into this agreement settling the above-captioned proceedings, which Stipulation is to be filed herewith and due deliberation having been had,

NOW, on motion of FORCHELLI DEEGAN TERRANA, LLP, attorneys for the Petitioner, it is

ORDERED, DIRECTED and AGREED that the 2024 ("24/25") assessment remains unchanged, with no refunds being due to petitioner.

ORDERED, DIRECTED and AGREED that the assessments of the Petitioner's real property upon the assessment roll of the Town of Amherst be corrected and reduced to read as follows:

Tax Map ID: 67.12-2-4.1:

Tax Year	Original Assessed Valuation	Amount of Reduction AV	Final (Settlement) Assessed Valuation
2025 ("25/26")	$5,030,000	$930,000	$4,100,000

ORDERED, DIRECTED and AGREED that the assessment for this property shall be set at $4,100,000 for tax years 2026 ("26/27"), 2027 ("27/28") and 2028 ("28/29") with the provisions of Section 727 of the Real Property Tax to apply to said tax years, except that if there is a revaluation or update, the fair market value of the subject property cannot exceed $4,100,000.

ORDERED, DIRECTED and AGREED that Petitioner will not file a petition for the review of the assessment of the subject property for assessment years 2025 ("25/26"), 2026 ("26/27"), 2027 ("27/28") and 2028 ("28/29") if the assessed value for these tax years shall be $4,100,000, or in the event of a reval or update, the fair market value does not exceed $4,100,000.

ORDERED, DIRECTED and AGREED that if a Court Order implementing this Stipulation is not filed in time to permit the assessment on Petitioner's property on the 2025,

Attachment: 2024 Draft Consent Order (6329-U) (RES-2025-194 : Settlement of Article 7 Matter - Walgreen/Sheridan-Millersport Partnership V.

2026, 2027 or 2028 Assessment Rolls to be revised before any tax bills are issued, Petitioner shall pay taxes based upon the unrevised assessment and shall thereafter be entitled to a refund, within 60 days of Petitioner's service of the Court Order on the taxing authority, of taxes paid on the difference in value between the unrevised assessment and the revised assessment. No interest shall be due to Petitioner if the refund is paid within 60 days.

ORDERED, DIRECTED and AGREED that upon compliance with the terms of this Order, the above captioned proceedings be, and the same hereby are discontinued without costs to either party as against the other.

ORDERED, DIRECTED and AGREED that this agreement may be executed in counterparts.

Date: E N T E R:

_____
J.S.C.

Entry of the foregoing Order
is hereby consented to:

_____
BY: NICOLE S. FORCHELI, ESQ.
Forchelli Deegan Terrana, LLP
Attorneys for Petitioner
333 Earle Ovington Boulevard, Suite 1010
Uniondale, New York 11553
NForchelli@ForchellilLaw.com

_____
BY: SAMUEL A. ALBA, ESQ.
Town Attorney
Town of Amherst
5583 Main Street
Williamsville, NY 14221
salba@amherst.ny.us

_____
BY: JOHN K. ROTTARIS, ESQ.
Gross Shuman P.C.
Attorneys for Intervenor-Respondent
465 Main Street, Suite 600
Buffalo, NY 14203
jrottaris@gross-shuman.com

Attachment: 2024 Draft Consent Order (6329-U) (RES-2025-194 : Settlement of Article 7 Matter - Walgreen/Sheridan-Millersport Partnership V.

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30063 **RESOLUTION 2025-195** **ADOPTED**

Settlement of Article 7 Matter - ACG Willowridge Associates C/O Home Depot #1233 V. Town of Amherst

AGENDA ITEM : FEBRUARY 24, 2025

TO: **Town Board**

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

DATE: **February 17, 2025**

RE: **ACG Settlement of Article 7 Matter**
Willowridge Associates c/o Home Depot #1233 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 24, 2025**)
Emily Murphy, Town Assessor

3/10/2025
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
810404/2024

In the Matter of the Application of
ACG Willowridge Associates
c/o Home Depot #1233

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 Emilio L. Colaiacovo

S/B/L: 40.18-1-23.11

CONSENT ORDER

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: Home Depot Amherst CJ (RES-2025-195 : Settlement of Article 7 Matter - ACG Willowridge Associates C/O Home Depot #1233 V.

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: 40.18-1-23.11

Assessment Roll	Assessment	Reduced Assessment	Amount of Reduction
2024	$14,410,000	$14,410,000	$0
2025	$14,410,000	$12,290,000	$2,120,000

and it is further

ORDERED, ADJUDGED AND DECREED, that the terms of R.P.T.L. §727 shall apply to the 2025 assessment of $12,290,000; and it is further

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

ORDERED, ADJUDGED and DETERMINED that all refunds otherwise owed Petitioner 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: Home Depot Amherst CJ (RES-2025-195 : Settlement of Article 7 Matter - ACG Willowridge Associates C/O Home Depot #1233 V.

ENTER

_____
HON. EMILIO L. COLAIACOVO

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: Home Depot Amherst CJ (RES-2025-195 : Settlement of Article 7 Matter - ACG Willowridge Associates C/O Home Depot #1233 V.

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30067 **RESOLUTION 2025-196** **ADOPTED**

Settlement of Article 7 Matter - DEL Associates IV, LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 24, 2025

TO: **Town Board**

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

DATE: **February 17, 2025**

RE: **Settlement of Article 7 Matter**
DEL Associates IV, 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
(*w/attachment,* **Agenda Item : February 24, 2025**)
Emily Murphy, Town Assessor

3/10/2025
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 _____ ____, 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 DEL ASSOCIATES IV, LLC

CONSENT ORDER AND JUDGMENT

Petitioner,

-vs.-

Index No.: 810514/2024

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 8118-8130 Transit 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 8118-8130 Transit(SBL #57.03-1-3) 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: O&J 8118-8130 Transit Amherst (RES-2025-196 : Settlement of Article 7 Matter - DEL Associates IV, 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 #57.03-1-3 on the tax assessment roll of the Town of Amherst for the following tax years, has been as follows:

Assessment Year	Assessment
2024-25	$2,650,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #57.03-1-3 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	$2,000,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #57.03-1-3 on the tax assessment roll of the Town of Amherst for the following tax year shall be as follows:

Assessment Year	Assessment
2025-26	$2,000,000
2026-27	$2,000,000
2027-28	$2,000,000

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

Attachment: O&J 8118-8130 Transit Amherst (RES-2025-196 : Settlement of Article 7 Matter - DEL Associates IV, LLC V. Town of Amherst)

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 of its 2024 School tax bill related to the property designated as 8118-8130 Transit (SBL #57.03-1-3), and it is further

STIPULATED, ORDERED and ADJUDGED, that Petitioner shall be issued a corrected 2025 Town and County tax bill for the property designated as 8118-8130 Transit (SBL #57.03-1-3) which shall reflect the adjustment of the assessment of said property as provided for herein and that no interest or penalties will be assessed for nonpayment of the original 2025 Town and County tax bill issued for said property provided that such corrected tax bill is paid within thirty (30) days of Petitioner's receipt thereof, 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 in the event that the Assessor for the Town of Amherst assesses SBL #57.03-1-3 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

Attachment: O&J 8118-8130 Transit Amherst (RES-2025-196 : Settlement of Article 7 Matter - DEL Associates IV, LLC V. Town of Amherst)

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

AMHERST TOWN ATTORNEY

Dated: _____ By: _____

Samuel A. Alba, Esq.
Respondent, Town of Amherst
5583 Main Street
Williamsville, New York 14221

Attachment: O&J 8118-8130 Transit Amherst (RES-2025-196 : Settlement of Article 7 Matter - DEL Associates IV, LLC V. Town of Amherst)

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: O&J 8118-8130 Transit Amherst (RES-2025-196 : Settlement of Article 7 Matter - DEL Associates IV, LLC V. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30071 A **RESOLUTION 2025-197** **ADOPTED**

Settlement of Article 7 Matter - CJJ LLC V. Town of Amherst,Et Al.

AGENDA ITEM : FEBRUARY 24, 2025

TO: **Town Board**

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

DATE: **February 18, 2025**

RE: **Settlement of Article 7 Matter**
CJJ LLC v. Town of Amherst, et al.

Kindly adopt a resolution authorizing the following:

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

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

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

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 24, 2025**)
Emily Murphy, Town Assessor

3/10/2025
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

CJJ LLC

Petitioners,

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

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT,

Intervenor.

FOR REVIEW OF THE 2024-2025 TAX ASSESSMENT OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST, NEW YORK

CONSENT ORDER

Index No.: 810431/2024

The above entitled proceedings involving tax assessment review for the premises known as 531 Farber Lakes Dr, Amherst, NY for the assessment year 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 for the Town of Amherst, the Attorney for

Attachment: Consent Order - 531 Farber (RES-2025-197 : Settlement of Article 7 Matter - CJJ LLC V. Town of Amherst,Et Al.)

the Petitioners, and the Attorney for Williamsville Central School District, 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, and Williamsville Central School District, 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 assessed value for the parcel known as 531 Farber Lakes Dr, Amherst, NY, bearing S.B.L. No. 69.14-5-11, shall be reduced from $2,150,000 to $1,350,000 for the tax year 2025-2026; and it is further

ORDERED, STIPULATED, AND AGREED, that assessed value for the parcel known as 531 Farber Lakes Dr, Amherst, NY, bearing S.B.L. No. 69.14-5-11, shall be reduced from $1,350,000 to $1,750,000 for the tax years 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

Attachment: Consent Order - 531 Farber (RES-2025-197 : Settlement of Article 7 Matter - CJJ LLC V. Town of Amherst,Et Al.)

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. Deborah A. Chimes, J.S.C.

Respondent Town of Amherst

By: _____
Michael J. Hughes, Esq.
Attorney for Petitioner

Date: _____

By: _____
Samuel A. Alba, Esq.
Attorney for Respondents

Date: _____

Intervenor
Williamsville Central School District

By: _____
Michael B. Risman, Esq.
Attorney for Intervenor

Date: _____

By: _____
Emily Murphy
Assessor, Town of Amherst

Date: _____

Attachment: Consent Order - 531 Farber (RES-2025-197 : Settlement of Article 7 Matter - CJJ LLC V. Town of Amherst,Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30072 **RESOLUTION 2025-198** **ADOPTED**

Settlement of Article 7 Matter - Prashant Pendyala (50 Sanctuary Court) V. Town of Amherst, Et Al.

AGENDA ITEM : FEBRUARY 24, 2025

TO: **Town Board**

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

DATE: **February 18, 2025**

RE: **Settlement of Article 7 Matter**
Prashant Pendyala (50 Sanctuary Court) v. Town of Amherst, et al.

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.; and

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

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 24, 2025**)
Emily Murphy, Town Assessor

3/10/2025
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

PRASHANT PENDYALA

Petitioners,

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

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT,

Intervenor.

FOR REVIEW OF THE 2024-2025 TAX ASSESSMENT OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST, NEW YORK

CONSENT ORDER

Index No.: 810493/2024

The above entitled proceedings involving tax assessment review for the premises known as 50 Sanctuary Ct, Williamsville, NY for the assessment year 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 for the Town of Amherst, the Attorney for

Attachment: Consent Order - 50 Sanctuary (RES-2025-198 : Settlement of Article 7 Matter - Prashant Pendyala (50 Sanctuary Court) V. Town of

Attachment: Consent Order - 50 Sanctuary (RES-2025-198 : Settlement of Article 7 Matter - Prashant Pendyala (50 Sanctuary Court) V. Town of

the Petitioners, and the Attorney for Williamsville Central School District, 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, and Williamsville Central School District, 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 assessed value for the parcel known as 50 Sanctuary Ct, Williamsville, NY, bearing S.B.L. No. 56.20-239, shall be reduced from $1,650,000 to $1,500,000 for the tax years 2025-2026, 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

ORDERED, STIPULATED, AND AGREED, that these proceedings are discontinued with prejudice, without costs or disbursements against either party.

Dated:_____ _____
Hon. John DelMonte, J.S.C.

Respondent Town of Amherst

By: _____ By: _____
Michael J. Hughes, Esq. Samuel A. Alba, Esq.
Attorney for Petitioner *Attorney for Respondents*

Date: _____ Date: _____

Intervenor
Williamsville Central School District

By: _____ By: _____
Michael B. Risman, Esq. Emily Murphy
Attorney for Intervenor *Assessor, Town of Amherst*

Date: _____ Date: _____

Attachment: Consent Order - 50 Sanctuary (RES-2025-198 : Settlement of Article 7 Matter - Prashant Pendyala (50 Sanctuary Court) V. Town of

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Renee Sliwa**
Co-Sponsored by:

DOC ID: 30130 **RESOLUTION 2025-199** **ADOPTED**

Settlement of Article 7 Matter - Uniland and ICC South, Inc. V. Town of Amherst

AGENDA ITEM : MARCH 10, 2025

TO: **Town Board**

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

DATE: **February 26, 2025**

RE: **Settlement of Article 7 Matter**
The Uniland Partnership of Delaware, LP and
ICC South, 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

(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 Assessor for the Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : March 10, 2025**)
Emily Murphy, Town Assessor

3/10/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

THE UNILAND PARTNERSHIP OF DELAWARE LP,
AND ICC SOUTH INC,

Petitioners,

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

SWEET HOME CENTRAL SCHOOL DISTRICT

AND

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

Intervenor-Respondent.

FOR REVIEW OF THE 2024-2025
TAX ASSESSMENTS OF CERTAIN REAL PROPERTY
IN THE SAID TOWN OF AMHERST, NEW YORK

CONSENT ORDER

Index No. 810840/2024

Attachment: Consent Order - Uniland & ICC South (RES-2025-199 : Settlement of Article 7 Matter - Uniland and ICC South, Inc. V. Town of

Attachment: Consent Order - Uniland & ICC South (RES-2025-199 : Settlement of Article 7 Matter - Uniland and ICC South, Inc. V. Town of

The above-entitled proceeding involving tax assessment review for the premises known as:

Uniland Partnership of Delaware LP	1790 Wehrle Drive	S.B.L. 81.01-1-3.21
Uniland Partnership of Delaware LP	4321 Maple Road	S.B.L. 54.04-2-32.1
ICC South Inc	6120 Main Street	S.B.L. 69.18-7-40.1

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 for the Town of Amherst, the Attorney for the Petitioner, the Attorney for the Williamsville Central School District, and the Attorney for the Sweet Home Central School District, 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 parcels shall be reduced for the tax year 2025-2026 as follows:

1790 Wehrle Drive	S.B.L. 81.01-1-3.21	From $1,023,000	To $337,000
4321 Maple Road	S.B.L. 54.04-2-32.1	From $2,560,000	To $1,940,000
6120 Main Street	S.B.L. 69.18-7-40.1	From $2,900,000	To $800,000

The assessed value for the parcels shall be reduced for the years 2026-2027, 2027-2028, and 2028-2029 as follows:

1790 Wehrle Drive	S.B.L. 81.01-1-3.21	From $1,023,000	To $680,000
4321 Maple Road	S.B.L. 54.04-2-32.1	From $2,560,000	To $2,250,000
6120 Main Street	S.B.L. 69.18-7-40.1	From $2,900,000	To $1,850,000

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

ORDERED, STIPULATED, AND AGREED, that these proceeding are discontinued with prejudice, without costs or disbursements against either party.

Dated:_____ _____

Hon. Emilio Colaiacovo, J.S.C.

Attachment: Consent Order - Uniland & ICC South (RES-2025-199 : Settlement of Article 7 Matter - Uniland and ICC South, Inc. V. Town of

The Uniland Partnership of Delaware LP
And ICC South Inc

By: _____
Michael J. Hughes, Esq.
Attorney for Petitioner

Date: _____, 2025

Respondent Town of Amherst

By: _____
Sam A. Alba, Esq.
Attorney for Respondents

Date: _____, 2025

Respondent Sweet Home Central

By: _____
John K. Rottaris, Esq.
Attorney for School District

Date: _____, 2025

By: _____
Emily Murphy
Commissioner, Assessment & Taxation

Date: _____, 2025

Respondent Williamsville Central

By: _____
Michael B. Risman, Esq.
Attorney for School District

Date: _____, 2025

Attachment: Consent Order - Uniland & ICC South (RES-2025-199 : Settlement of Article 7 Matter - Uniland and ICC South, Inc. V. Town of

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30099 **RESOLUTION 2025-200** **ADOPTED**

Extension of Mutual Confidentiality and Non-Disclosure Agreement (CRS #4611/Extension CRS #5357)

AGENDA ITEM – FEBRUARY 24th, 2025

TO: **Town Board**

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

DATE: **February 19, 2025**

RE: **Extension of Mutual Confidentiality and Non-Disclosure Agreement**
Original CRS #4611/Extension CRS #5357

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

WHEREAS, the Town of Amherst entered into the above agreement on February 26, 2024 for a one-year term to end on February 26, 2025; and

WHEREAS, the initial agreement allowed for a one-year extension if the parties were still discussing and considering the transaction at the end of the [first] year;

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute the attached extension of the above contract until February 26, 2026 pending successful completion of the Contract Routing System (CRS).

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item – February 24, 2025**)

3/10/2025
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

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

February 18, 2025

Benderson Development Company, LLC
570 Delaware Avenue
Buffalo, New York 14202
ATTN: James Boglioli, Director/Attorney

Amherst Industrial Development Agency
4287 Main Street
Amherst, New York 14226
ATTN: David S. Mingoia, Executive Director/CEO

Re: Mutual Confidentiality and Non-disclosure Agreement dated February 26, 2024

Dear Mr. Boglioli and Mr. Mingoia:

The above listed agreement will be expiring on February 26, 2025.

Section 5 of the agreement provides for a one-year extension of the agreement "if the Parties are still discussing and considering the Transaction at the end of the [first] year." In light of the ongoing going discussions between our respective organizations, the Town proposes to extend the agreement for one year, through February 26, 2026.

If you agree to the extension, please sign below and return this document to the Town Attorney's office at your earliest convenience.

BENDERSON DEVELOPMENT COMPANY, LLC

_____

James A. Boglioli, Director/Attorney
Date:

AMHERST INDUSTRIAL DEVELOPMENT AGENCY

_____

David S. Mingoia, Executive Director/CEO
Date:

ACCEPTANCE BY THE TOWN OF AMHERST:

_____

Brian Kulpa, Supervisor
Date:

Attachment: Boglioli.MingoiaBendersonNDAExt (RES-2025-200 : Extension of Mutual Confidentiality and NDA (Original CRS# 4611/Extension

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30164 **RESOLUTION 2025-201** **ADOPTED**

Settlement of Article 7 Matter - Joseph F. & Benedetta L. Frachetta Living Trust V. Town of Amherst

AGENDA ITEM : MARCH 10, 2025

TO: **Town Board**

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

DATE: **March 5, 2025**

RE: **Settlement of Article 7 Matter**
Joseph F. and Benedetta L. Frachetta Living Trust 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 : March 10, 2025**)
Emily Murphy, Town Assessor

3/10/2025
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 _____ ____, 2025.

PRESENT: HON. SHEILA DITULLIO, A.S.J.

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 JOSEPH F. and BENEDETTA L. FRACHETTA LIVING TRUST

CONSENT ORDER AND JUDGMENT

Petitioner,

-vs.-

Index No.: 810171/2024

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 660 N Forest 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 a certain parcel of real property located at and known as 660 N Forest Road (SBL #68.11-6-7) 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: OJ 660 N Forest Starr (RES-2025-201 : Settlement of Article 7 Matter - Joseph F. & Benedetta L. Frachetta Living Trust V. Town of

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 #68.11-6-7 on the tax assessment roll of the Town of Amherst for the following tax year, has been and shall remain as follows:

660 N. Forest (SBL# 68.11-6-7)

Assessment Year	Assessment
2024-25	$413,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #68.11-6-7 on the tax assessment roll of the Town of Amherst for the following tax year, shall be as follows:

660 N. Forest (SBL# 68.11-6-7)

Assessment Year	Assessment
2025-26	$350,000
2026-27	$350,000
2027-28	$350,000

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

Attachment: OJ 660 N Forest Starr (RES-2025-201 : Settlement of Article 7 Matter - Joseph F. & Benedetta L. Frachetta Living Trust V. Town of

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:

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

Attachment: OJ 660 N Forest Starr (RES-2025-201 : Settlement of Article 7 Matter - Joseph F. & Benedetta L. Frachetta Living Trust V. Town of

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. SHEILA DITULLIO, A.S.J.

ENTER:

Attachment: OJ 660 N Forest Starr (RES-2025-201 : Settlement of Article 7 Matter - Joseph F. & Benedetta L. Frachetta Living Trust V. Town of

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30100 **RESOLUTION 2025-202** **ADOPTED**

Settlement of Farrell, Et Al. V. Lowe

AGENDA ITEM : FEBRUARY 24th, 2025

TO: **Town Board**

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

DATE: **February 19, 2025**

RE: **Settlement of Farrell, et al. v. Lowe**
Release of All Claims

Kindly adopt a resolution (1) authorizing the Supervisor to execute a Release of All Claims (Town of Amherst to receive $75,000 in satisfaction of its claims); and (2) authorizing Samuel A. Alba, Esq., Interim Town Attorney, to execute a Stipulation of Discontinuance relative to settling the above litigation matter.

Thank you.

SAA:nmb
c: Tim Koller, Deputy Town Clerk
(**Agenda Item – February 24, 2025**)

3/10/2025
Consent

FINANCIAL IMPACT:

Revenue - Town of Amherst to receive $75,000. Account TBD by Comptroller.

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: 03/10/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30042 **RESOLUTION 2025-203** **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.

Zachary T Walter
C140 Autumn Creek Ln
East Amherst, NY 14051

3/10/2025
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.

Zachary T Walter
(Name)

C140 Autumn Ctk. Lane
(Address)

E. Amherst, NY. 14051

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

Thank you for your assistance in this matter.

Sincerely,

Robert J Smith

Membership Committee

Attachment: xeroxcopier@swormvil_20250207_153152 (RES-2025-203 : 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

Zachary T Walter
(Name)

C140 Autumn Oak Lane
(Address)

E. Amherst, NY. 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 Lusk V.P.

Date: 2/7/25

Attachment: xeroxcopier@swormvil_20250207_153152 (RES-2025-203 : 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: 03/10/25 07:00 PM
Department: Town Clerk
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 30121 **RESOLUTION 2025-204** **ADOPTED**

Local Government Records Management Funding CRS #5346

Please authorize the Supervisor to accept funding from the NYS Education Department, Local Government Records Management (LGRMF Grant) CRS 5346, subject to the contract compliance process.

3/10/2025
Consent

FINANCIAL IMPACT:

-$74,830

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: 03/10/25 07:00 PM
Department: Assessor
Initiated by: **Emily Murphy**
Co-Sponsored by:

DOC ID: 30070 **RESOLUTION 2025-205** **ADOPTED**

Annual Assessment Support Services Agreement GAR Associates, Inc. (CRS 5356 02/24/2025)

Kindly adopt a resolution authorizing the Supervisor to sign the attached MOU for Annual Assessment Support Services Agreement as outlined above from March 1, 2025 through February 28, 2026 pending successful completion of CRS.

3/10/2025
Consent

FINANCIAL IMPACT:

Up to $50,000

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

Annual Assessment Support Services Memorandum of Understanding

between

The Town of Amherst, New York

and

GAR Associates LLC

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to annual assessment support services to be provided by GAR Associates LLC (GAR) to the Town of Amherst, New York (Town).

II. MOU Term

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences March 1, 2025, and terminates February 28, 2026. The agreement for annual assessment support services can be renewed upon written agreement between GAR Associates LLC and the Town of Amherst, for three, one year extensions, under the current terms and conditions.

III. Town Responsibilities.

The Town shall undertake the following activities during the duration of the MOU term:

1. Ensures GAR has full access to all the necessary assessment and related records required to complete contracted services including but not limited to: documents, files, appraisals, passwords to the RPSV4 files and other computer files.

2. Acknowledges and agrees that GAR is NOT responsible for re-collecting any inventory data, except for parcels with outstanding building permits or specifically requested by the Town. Otherwise, GAR will use the Town's existing property inventory in providing agreed upon services. However, in the event existing property inventory for specific parcels requires updating, Town staff will work with GAR staff in ensuring updates are completed.

3. The Town Assessment staff will be responsible for administrative coordinating and tracking building permits process, updating data (data entry) to RPSV4 and filing or retrieving documents.

4. If necessary, the Town will provide proper Identification (badges) to GAR staff assigned in the field on behalf of the Town.

Attachment: DOC021825-021820251125525 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

5. Promptly pay invoices submitted by GAR to the Town according to the terms and conditions set forth in payment schedule attached.

6. The Town agrees to provide documentation, including but not limited to, building permits, appraisals, grievances, and other necessary information in a reasonable time frame to allow GAR to complete contracted tasks in a timely manner. Specifically: 1) if requested by the Town, building permits - to be delivered monthly to GAR beginning no later than each September and every month thereafter up to February 15. 2) Review of Grievances and Review of Appraisals - the Town will submit all documentation to GAR no later than 2 weeks prior to due date of response/ recommendation.

7. During Annual Maintenance years, the Town will provide all mailing costs (Routine Annual Change of Assessment Notices).

IV. GAR Associates, Inc. Responsibilities

GAR shall undertake the following activities during the duration of the MOU term:

1. Provide annual assessment support and consulting services beginning March 1, 2025 - February 28, 2026 for the following:
    a. Commercial type properties including improved and vacant land parcels.
    b. Technical appraisal services in relation to completing necessary field and related activities in connection with outstanding building permits if requested by the Town:
        i. NYS Certified Appraisers and technical staff to assist in processing commercial building permits to collect inventory and provide updated valuations/assessments. The Town's existing permit process will be incorporated in GAR's Permit collection process for permit and fieldwork collection and will consist of:

            - Data collection/verification through on-site physical inspection, use of municipal records, MLS and other sources.
            - Capture/update digital photography.
            - Measure/verify parcel and where applicable use documents such as building plans, subdivision maps, certificates of occupancy and like supplied by the Town.
            - Gathering of site characteristics.
            - Create electronic sketch of parcel and apply to town's RPSV4 file.
            - Quality control and management of GAR's commercial field work and permit process.
            - As an outcome of the permit field work collection/verification process, GAR will evaluate the Town's permit collection procedures and where possible provide recommendation for improvements.
2. Consulting services in relation to commercial properties:

    a. Review Commercial Appraisals submitted to the Assessor's office for assessment purposes-General Consultation to Assessment office.

Attachment: DOC021825-021820251125525 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

b. GAR will provide qualified commercial certified general appraiser(s) to read appraisals for facts, figures, calculations, compliance and acceptance of Uniform Standards of Appraisal Practice (USPAP).

c. Consultations of Article 7's brought against Town of Amherst.

GAR will provide qualified commercial certified general appraiser to review data submitted, test validity of data and facts provided and provide support to assist in enabling the Town to successfully defend value. Town will also provide a NYS Certified Assessor with specific experience and record in successfully defending commercial values against large commercial entities.

Actual requests for appraisals are provided under a separate contract.

d. GAR will provide access to the GAR Commercial Sales Database for the Town's Commercial Appraiser. In the event alterative users are required GAR will work with the Town on access.

3. Insurance. GAR agrees to provide the required insurance coverage as outlined in Town of Amherst addendum.

V. Cost of Services:

1. Annual Assessment Support Services: Not to Exceed $50,000/annually

Processing of Building Permits:

a.	Additions:	$ 125/per parcel*
b.	New Construction:	$ 200/per parcel*

*In the event more effort is required, before proceeding, GAR and Town will mutually agree on appropriate directions to complete process.

2. Review of Article 7 Certiorari Cases:

a. GAR will conduct a cursory review of Documents/Appraisals provided to the assessor from property owners requesting an informal review for a rate of up to $250 per parcel. This service is intended solely to assist the assessor and legal counsel in determining potential action.

b. GAR will conduct a cursory review of the cases and documents provided as part of an Article 7 action for a rate of up to $750/per case. This service is intended solely to assist the Assessor and legal counsel in determining potential action. A credit of $250.00 will be issued on any case reviewed in

Attachment: DOC021825-021820251125 25 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

section (a) above. A credit of $200 will be issued on any case reviewed in section (a) above.

c. In the event GAR determines more time is needed due to the complexity of the review, GAR will request in writing to the Town for additional time and potential costs. The Town will provide in writing to GAR authorization to proceed.

d. Opinion of Value Letter. Upon authorization from the Assessor, GAR will provide an Opinion of Value Letter to assist in determining if a Court Ready Appraisal if necessary.

Attachment: DOC021825-021820251125 25 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

3. Consultation Fees *:

a.	Appraisal Technician:	$ 55/hr
b.	NYS Certified Residential Appraiser:	$125/hr
c.	Sr. NYS Certified Residential Appraiser:	$150hr
d.	NYS Certified General Appraiser:	$175/hr
e.	Managerial:	$150/hr
f.	NYS Appraiser Assistant:	$125/hr
g.	Sr. NYS Certified General Appraiser:	$225/hr
h.	NYS Certified General Appraiser – Designated:	$325/hr
i.	NYS Certified Assessor:	$125/hr

4. Informal Reviews:

   a. GAR recommends offering an informal review period annually for property owners if time allows.
   b. GAR will work with assessment staff in planning and coordinating an informal review period. Possibly considering an on-line process as option.
   c. GAR will assist conducting and processing informal reviews. Optional pricing is provided.

5. Board of Assessment Review (BAR) Support:

   a. GAR will provide assistance with Commercial BAR grievances as requested by the Town.

6. PROS Website License:

   a. In the event the Town would like to utilize the PROS website application possibly during informal reviews or BAR Grievances, including the use of the Informal Review Portal and the new BAR Portal, GAR will provide access for annual fee of $5,000.

Attachment: DOC021825-021820251125525 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

If additional or modified services are required, the Town and GAR agree to reasonably negotiate for fees.

Item #4 (c):	Residential Informal Review:	$150/per review
	Commercial Informal Review:	$250/per review (Complex Parcels may be more. Fee to be approved by the Town prior to review)
Item #5:	BAR Support:	
	Commercial Appraiser:	$1,000/per man day
	Residential Appraiser:	$ 750 /per man day

VI. Modification and Termination

1. This agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements. Upon termination of contract either by the Contractor or the Town, the Town will pay the Contractor for any work completed that is unpaid (invoiced and/or work in progress) on the date of termination.

2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

Attachment: DOC021825-021820251125 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of Town and GAR Associates, Inc. authorized officials. It shall be in force from March 1, 2025 - February 28, 2026. The Town and GAR Associates LLC. indicate agreement with this MOU by their signatures.

Signatures and dates

Authorized signature from Town of Amherst	*Authorized signature from GAR Associates, Inc.*
Mr. Brian Kulpa	F. Cindy Baire, Member
Date	Date 2-12-25

Attachment: DOC021825-02182025112525 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

Payment Schedule:

Fees not to exceed $50,000 per contract year.

Fees to be billed as services completed, typically monthly. Invoices will detail description of services rendered.

Optional services must be requested in writing and authorized prior to any work performed.

Attachment: DOC021825-021820251125 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

Attachment: DOC021825-021820251125 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

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: GAR Associates LLC

Signature: F. Cindy Baire

Print Name: F. Cindy Baire

Title: Member

Date: 2-12-25

Attachment: DOC021825-021820251125 25 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

Attachment: DOC021825-021820251125 25 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

Consultant Minor Exposure Addendum to Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: DOC021825-021820251125525 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

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

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

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

Agreed to and Accepted by:

GAR Associates LLC
Print Name of Company

By: F. Cindy Baire
Signature

F. Cindy Baire
Printed name

Date: 2-12-25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DOC021825-021820251125 25 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

Attachment: DOC021825-02182025112525 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

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)
GAR Associates, LLC
5500 Main Street
Suite 348
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) 691-7000

1c. Federal Employer Identification Number of Insured or Social Security Number
81-0825346

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
Standard Security Life

3b. Policy Number of Entity Listed in Box "1a"
R62302-000

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 1/15/25 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (716) 849-8618 Name and Title William Lawley, Jr, Principal

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 to: [illegible] 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 [illegible] 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: DOC021825-021820251125 25 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

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 Coverage (Certificate) t 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 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 Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS 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: DOC021825-021820251125 25 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
GAR Associates, LLC 5500 Main St Suite 347 Williamsville, NY 14221	(716) 691-7100 1c. NYS Unemployment Insurance Employer Registration Number of Insured
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1d. Federal Employer Identification Number of Insured or Social Security Number 81-0825346
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St Williamsville, NY 14221	3a. Name of Insurance Carrier Hartford Fire Insurance Co 3b. Policy Number of Entity Listed in Box "1a" 01WECAB9W9P 3c. Policy effective period 10/01/2024 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: William Lawley Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 09/03/2024
(Signature) (Date)

Title: Managing Partner

Telephone Number of authorized representative or licensed agent of insurance carrier: (716) 849-8618

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: DOC021825-021820251125525 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

Attachment: DOC021825-02182025112525 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

GARASSO-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/26/2024

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: Katie Sicina PHONE (A/C, No, Ext): (716) 636-5834 FAX (A/C, No): (716) 849-8291 E-MAIL ADDRESS: ksicina@lawleyinsurance.com
INSURED GAR Associates, LLC 5500 Main St. Suite 348 Williamsville, NY 14221	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Tri-State Insurance Company of Minnesota — 31003 INSURER B : Acadia Insurance Co — 31325 INSURER C : Hartford Fire Insurance Co — 19682 INSURER D : Houston Specialty Insurance Co — 12936 INSURER E : Underwriters at Lloyds London — 15642 INSURER F :

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		ADV5330804	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						EMPLOYEE BENEFI	$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ADV5330804	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE			CUA5330942	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			01WECAB9W9P	10/1/2024	10/1/2025	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liabili			MEOHS000756000	1/1/2025	1/1/2026	Each Claim	2,000,000
E	Cyber Liability Plus			W310EC250401	1/1/2025	1/1/2026	Each Claim	2,000,000

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
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: DOC021825-021820251125525 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

AGENCY CUSTOMER ID: GARASSO-01 JMI

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 1009544	NAMED INSURED
Lawley, LLC		GAR Associates, LLC 5500 Main St. Suite 348 Williamsville, NY 14221
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:

CL CG 04 93 10 18 GENERAL LIABILITY ULTRA PLUS ENDORSEMENT – NEW YORK
CL CG 01 14 09 16 PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION (ADDITIONAL INSURED)
CL CG 20 62 09-2016 ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS: AUTOMATIC STATUS

Automobile:

CL CG 04 93 10 18 GENERAL LIABILITY ULTRA PLUS ENDORSEMENT – NEW YORK
CL CG 01 14 09 16 PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION (ADDITIONAL INSURED)

Umbrella:
CL CU 24 55 07 10 OTHER INSURANCE - ADDITIONAL INSUREDS: PRIMARY AND NONCONTRIBUTORY
CL CU 24 66 09 16 UMBRELLA EXPANSION ENDORSEMENT - NEW YORK

Waiver of Subrogation Applies!

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Attachment: DOC021825-021820251125 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

Murphy, Emily

From: Juul, Lynda
Sent: Monday, January 6, 2025 5:12 PM
To: Willer, David
Cc: Murphy, Emily; Peller, Michael; Ray, Tim
Subject: RE: GAR access

Great, thanks. Emily, please add this email to CRS when you route the GAR Assoc. contract.

Thanks,

Lynda

Lynda L. Juul
TOWN OF AMHERST
Director of Finance
5583 Main St.
Williamsville, NY 14221
(716) 631-7007
www.amherst.ny.us

From: Willer, David <dwiller@amherst.ny.us>
Sent: Monday, January 6, 2025 4:30 PM
To: Juul, Lynda <ljuul@amherst.ny.us>
Cc: Murphy, Emily <emurphy@amherst.ny.us>; Peller, Michael <MPeller@amherst.ny.us>; Ray, Tim <tray@amherst.ny.us>
Subject: RE: GAR access

[redacted]

They have access to the RPS app and a GAR project folder. I would still think major is appropriate.

David J. Willer
Director of Information Technology
Town of Amherst, New York
P: 716.631.7059
C: 716.245.3467

From: Juul, Lynda <ljuul@amherst.ny.us>
Sent: Monday, January 6, 2025 2:42 PM
To: Willer, David <dwiller@amherst.ny.us>
Cc: Murphy, Emily <emurphy@amherst.ny.us>; Peller, Michael <MPeller@amherst.ny.us>; Ray, Tim <tray@amherst.ny.us>
Subject: RE: GAR access

Attachment: DOC021825-021820251125 25 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

Great, thank you. What access being given? Just the RPS program, or other Assessor files? I'm trying to determine which Addendum we should use, but am thinking Addendum Major since they have access to our network and to town files.

Thanks,

Lynda

Lynda L. Juul
TOWN OF AMHERST
Director of Finance
5583 Main St.
Williamsville, NY 14221
(716) 631-7007
www.amherst.ny.us

From: Willer, David <dwiller@amherst.ny.us>
Sent: Monday, January 6, 2025 1:51 PM
To: Juul, Lynda <ljuul@amherst.ny.us>
Cc: Murphy, Emily <emurphy@amherst.ny.us>; Peller, Michael <MPeller@amherst.ny.us>; Ray, Tim <tray@amherst.ny.us>
Subject: GAR access
Importance: High

*Please report using our online form an IT support ticket number (example 123456) from [illegible] or email.
For more information, please consult the IT Help Desk [illegible] Support documents.

Lynda – I discussed your question with Mike and Emily re: providing town network access to GAR. Our procedure is as follows:

1. Emily (or her designee) will let IT know who from GAR needs access and when.
2. Mike will re-enable or create an account for those person(s).
3. Mike will re-establish a DUO MFA login for those person(s) as well.
4. Emily will coordinate with GAR and IT as to any pause in access or if/when the project ends.
5. Mike will disable account(s) and remove DUO membership as well.

Hopefully this clarifies the process – feel free to give me a call if need be.

David J. Willer
Director of Information Technology
Town of Amherst, New York
P: 716.631.7059
C: 716.245.3467

Attachment: DOC021825-021820251125525 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

Attachment: DOC021825-021820251125525 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

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.

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

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

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

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

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

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

Attachment: DOC021825-021820251125525 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

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

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

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

Agreed to and Accepted by:

GAR Associates LLC
Print Name of Company

By: F, Cindy Baire
Signature

F. Cindy Baire
Printed name

Date: 2-14-25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DOC021825-021820251125525 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

Attachment: DOC021825-02182025112525 (RES-2025-205 : Annual Assessment Support Services Agreement GAR Associated Inc. (CRS 5356

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 30056 **RESOLUTION 2025-206** **ADOPTED**

Senior Center HVAC Replacement

WHEREAS, the Building Maintenance / Facilities Department received bids on October 17, 2024, for Roof Top Unit (RTU) Replacements at the Senior Center; and

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

WHEREAS, per the recommendation from Buffalo Engineering, P.C. Greater Niagara Mechanical, Inc. has been found to be a suitable bidder;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Building Maintenance / Facilities Department to award this contract to Greater Niagara Mechanical, Inc. in the amount of $689,300; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Greater Niagara Mechanical, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System.

3/10/2025
Consent

FINANCIAL IMPACT:

KP2331.4972 $401,775.41

KP2502.4972 $287,524.59

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

Bid Tabulation Form

Town of Amherst

Senior Center - HVAC Replacement

2024-F0.02

10/17/2024

Contractor Name	Base Bid	Alternate #1	*Addenda Acknowledged?*	*Paperwork in Order?*	*Bid Bond Attatched?*
Parise Mechanical	$ 743,000	$ 155,000			
NOCO	$ 734,000	$ 124,000			
Greater Niagara Mechanical	$ 689,300	$ 173,600			

Attachment: Senior Center HVAC Replacement - Bid Tab (RES-2025-206 : Senior Center HVAC Replacement)

BUFFALO ENGINEERING, P.C.
Mechanical - Electrical - Energy Engineers

4245 Union Road, Suite 204
Buffalo, New York 14225
P : 716.633.5300 F : 716.633.5598
W : buffaloengineering.com

Brian Zintel, P.E.
Principal
Buffalo Engineering, P.C.
bzintel@bepc.biz

February, 5th 2025

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

Letter of Recommendation for Awarding Contract (2024-F0.02) to Greater Niagara Mechanical, Inc.

Dear Anne,

I am writing to recommend Greater Niagara Mechanical, Inc. as the successful low bidder for the Senior Center HVAC Replacement. After a thorough evaluation of the submitted bids, including an in-depth review of their proposed costs, qualifications, and approach to the project, we believe they represent the best value for the Town of Amherst.

Greater Niagara Mechanical has consistently demonstrated their ability to execute HVAC projects of similar scope and complexity with excellent results. Their bid, which came in as the lowest among all the submissions, not only reflects a competitive price but also aligns with the technical specifications required for this project. Furthermore, their track record of timely project completions, adherence to safety standards, and positive client feedback confirms their reliability and competence.

We are confident that Greater Niagara Mechanical will meet or exceed expectations on this project, delivering quality results on time and within budget. Based on their proposal and our prior interactions, we strongly recommend awarding the contract to Greater Niagara Mechanical, Inc.

Please feel free to contact me should you require any additional information or clarification regarding this recommendation. Thank you for considering our input. We look forward to the successful completion of this project.

Sincerely,

Brian Zintel, P.E.
Principal

Attachment: TOA Senior Center - Recommendation Letter (RES-2025-206 : Senior Center HVAC Replacement)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 30102 **RESOLUTION 2025-207** **WITHDRAWN**

National Flood Insurance Program Training Course

Request to send the Commissioner of Building, a Senior Code Enforcement Officer and a Project Manager to attend a 4-day training event from March 10, 2025 through March 13, 2025 at Stony Brook University in Stony Brook, NY for the National Flood Insurance Program/CRS. Two additional days will be needed for travel. The hotel reserved for this training is nearest to the location of the training. The use of 1 town vehicle will be used for travel.

This course covers the Community Rating System (CRS), a nationwide initiative of FEMA's National Flood Insurance Program (NFIP) and which the Town of Amherst participates in. It describes activities eligible for credit under the 2017 CRS Coordinator's Manual, how a community applies, and how a community modifies an application to improve its classification. There is no cost to attend this course.

Total requested for travel expenses for the 4-day training for 3 people is approximately $4,500.00.

FINANCIAL IMPACT:

B3160.4040 $3000

B3160.4120 $1500

RESULT: WITHDRAWN

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 30135 **RESOLUTION 2025-208** **ADOPTED**

Change Order 1; Highway Garage - Unit Heater Replacement, O'Connor Mechanical Corp. TOA Project No. 2025-F-0.02. CRS #5362

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $9,430.00.

During construction, it was found that two additional unit heaters were in need of replacement. The contractor will provide additional unit heaters for a total of four (4) unit heaters installed.

As per the above, the project above shall increase funding required from the project associated with account KP 1924.4972.

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

Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

KP 1924.4972, $9,430.00

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

Town of Amherst

Change Order

PROJECT:
Highway Garage, Unit Heater Replacement
Unit Heater Replacements

CONTRACT INFORMATION:
Contract For: HVAC Upgrades
Date:
Resolution #:
CRS/CMS: 5249-4550

CHANGE ORDER INFORMATION:
Change Order Number: **001**
KP 1924.4972

OWNER:
Town of Amherst
5583 Main St.
Williamsville, NY 14221

OWNER PROJECT REP:
Daniel Rizzo
5583 Main Street
Williamsville, NY 14221

CONTRACTOR:
O'Connor Mechanical Corp.
203 Fisher Rd
Lackawanna, NY 14218

The Contract is changed as follows:

Contractor to provide and install additional Unit Heaters to match original contract value and models. New locations to be identified in field by Project Rep. Refer to backup paperwork.

The original Contract Sum was	**$ 9,430.00**
The net change by previously authorized Change Orders	**$ 0.00**
The Contract Sum prior to this Change Order was	**$ 9,430.00**
The Contract Sum will be **increased** by this Change Order in the amount of	**$ 9,430.00**
The new Contract Sum, including this Change Order, will be	**$ 18,860.00**
The Contract Time will be changed by	(0) days.
The new date of Substantial Completion shall now be:	N/A

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

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

Daniel Rizzo	O'Connor Mechanical Corp.	Town of Amherst
OWNER PROJECT REP:	CONTRACTOR:	OWNER:
SIGNATURE	SIGNATURE	SIGNATURE
Daniel Rizzo, Project Manager	DEAN O'CONNOR	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
Feb 20, 2025	2/20/25	
DATE	DATE	DATE

Attachment: Change Order 1 - Highway Garage, Additional Unit Heaters (RES-2025-208 : Change Order 1; Highway Garage - Unit Heater

O'CONNOR MECHANICAL CORPORATION

PROPOSAL

To: Town of Amherst
5583 Main St.
Williamsville, NY 14221

Attn: Dan Rizzo

Date: 2/20/2025

Proposal No: 25-4453.1

Project: Amherst Highway Department Unit Heater Replacement Project

O'Connor Mechanical Corporation is pleased to offer the following proposal for your approval. OMC will furnish the equipment, materials and labor required to install (2) gas fired unit heaters as outlined in the scope of work below.

Equipment Specifications:

Reznor Model No. UDXC250 – 250,000 BTU/HR 115V gas fired unit heater
Reznor Model No. UDXC300 – 300,000 BTU/HR 115V gas fired unit heater

Scope of Work:

- Lockout/tagout, disconnect, remove and dispose of (2) existing unit heaters.
- Furnish and install hardware and adjustable equipment supports to hang unit heaters from roof bar joists.
- Furnish and install (2) gas fired unit heaters as listed in the equipment specifications above.
- Furnish and install natural gas piping to units with shutoff valves and drip legs.
- Furnish and install line voltage electrical and control circuit wiring terminations as required.
- Furnish and install (2) Honeywell Pro T4 thermostats.
- Perform check, test and equipment startup services.
- Includes: Freight.
- Excludes: New York Sales Tax if applicable.

Price for the above proposal----------*$9,430.00*

This proposal is valid for not more than (30) days unless noted otherwise.

Sincerely,
Dean O'Connor
O'Connor Mechanical Corp.

203 Fisher Rd. • Lackawanna, NY 14218 • Phone: 716-824-2100 • Fax: 716-821-9611 • www.omchvac.com

Attachment: Change Order 1 - Highway Garage, Additional Unit Heaters (RES-2025-208 : Change Order 1; Highway Garage - Unit Heater

Dafchik, Anne

From: Rizzo, Daniel J.
Sent: Wednesday, February 12, 2025 8:59 AM
To: Dafchik, Anne
Subject: FW: Town of Amherst
Attachments: heater2.jpg; heater.jpg

Daniel J. Rizzo
Director of Facilities
Town of Amherst

From: Rizzo, Daniel J.
Sent: Tuesday, February 11, 2025 10:51 AM
To: 'dean@omchvac.com' <dean@omchvac.com>
Subject: RE: Town of Amherst

Dean, These units are side by side in the garage. Dan

From: dean@omchvac.com <dean@omchvac.com>
Sent: Tuesday, February 11, 2025 9:39 AM
To: Rizzo, Daniel J. <drizzo@amherst.ny.us>
Subject: RE: Town of Amherst

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.

Received Dan. The cost will be the same. Is it possible to take a picture of each existing unit?

Thanks,

Dean O'Connor
O'Connor Mechanical Corp.
203 Fisher Rd.
Lackawanna, NY 14218
Phone: 716-824-2100
Fax: 716-821-9611
Mobile: 716-628-2475
www.omchvac.com

From: Rizzo, Daniel J. <drizzo@amherst.ny.us>
Sent: Tuesday, February 11, 2025 9:26 AM
To: 'dean@omchvac.com' <dean@omchvac.com>
Subject: Town of Amherst

Good morning Dean,

As per our conversation regarding the Highway building Heater project. The town is looking to install two additional heaters in the same building as the two that were installed per bid # 2024050.

Attachment: Change Order 1 - Highway Garage, Additional Unit Heaters (RES-2025-208 : Change Order 1; Highway Garage - Unit Heater

The same size heaters are to be installed. I can offer you a Change order If you are interested. The cost must remain the same as your bid of $9430.00 dated 12/5/2024. I am willing to show you the locations within the building if needed.

Please respond if you are interested in this project .

Thank you, Dan

Attachment: Change Order 1 - Highway Garage, Additional Unit Heaters (RES-2025-208 : Change Order 1; Highway Garage - Unit Heater

TOWN OF AMHERST

BUILDING DEPARTMENT – MAINTENANCE DIVISION

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7227
FAX: (716) 631-2958

Sean Pellow
Project Manager

February 26, 2025
AGENDA – March 10, 2025

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

RE: Change Order No. 1;
O'Connor Mechanical Corp.
Highway Garage – Unit Heater Replacement
TOA Project No. 2025-F-0.02. CRS #5362.
KP Account: 1924.4972

Dear Councilmembers:

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $9,430.00.

During construction, it was found that two additional unit heaters were in need of replacement. The contractor will provide additional unit heaters for a total of four (4) unit heaters installed.

As per the above, the project above shall increase funding required from the project associated with account **KP 1924.4972**.

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

Thank you for considering this request.

Very truly yours,

Anne Dafchik, AIA
Architect | Building Maintenance and Facilities

X:\Administrative\- Buildings\Highway\4. Capital Projects\2024 Unit Heater Replacements\Change Order for Additional Units\Change Order 1 - Resolution Language.docx

Attachment: Change Order 1 - Resolution Letter (RES-2025-208 : Change Order 1; Highway Garage - Unit Heater Replacement, O'Connor Mech.

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 30175 **RESOLUTION 2025-209** **ADOPTED**

Change Order - Senior Center Cafe Renovation Hayes Construction Services, TOA Project # 2023-F-17.1, CRS # 5372

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $4,439.95.

After evaluating procurement options, it was found to be more cost-effective to have the contractor purchase and install the cooler rather than procuring it separately. This change order reflects the associated cost increase to accommodate this addition within the scope of work.

As per the above, the project above shall increase funding required from the project associated with accounts N24-37.

Please note that the above request is contingent pending successful completion of the contract review procedure. CRS #5372.

Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

Account N24-37.4000 to fund contract increase of $4,439.95.

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

TOWN OF AMHERST

BUILDING DEPARTMENT – MAINTENANCE DIVISION

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7227
FAX: (716) 631-2958

Sean Pellow
Building Dept Project Manager

March 3, 2025
AGENDA – March 10, 2025

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

RE: Change Order No. 1;
Hayes Construction Services
Senior Center – Café Renovation
TOA Project No. 2023-F-17.1
Account #: N24-37.4000

Dear Councilmembers:

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $4,439.95.

After evaluating procurement options, it was found to be more cost-effective to have the contractor purchase and install the cooler rather than procuring it separately. This change order reflects the associated cost increase to accommodate this addition within the scope of work.

As per the above, the project above shall **increase** funding required from the project associated with accounts N24-37.

Please note that the above request is contingent pending successful completion of the contract review procedure. CRS # 5372.

Thank you for considering this request.

Very truly yours,

Anne Dafchik, AIA
Architect | Building Maintenance and Facilities

Attachment: Change Order 1 - Resolution Language (RES-2025-209 : Change Order - Senior Center Cafe Renovation)

Town of Amherst

Change Order

PROJECT:
Senior Center
Café Renovation

CONTRACT INFORMATION:
Contract For: General Construction
NTP Date: 10/15/2024
Original CRS/CMS: 5250-4549

CHANGE ORDER INFORMATION:
Change Order Number: 001

FUNDING:
N24-37.4000 = 4,439.95

CONTRACTOR	ARCHITECT / ENGINEER	OWNER
Hayes Construction Services	Design Synergies, Roxanne Button	Town of Amherst
656 Genesee Street	2495 Main St	5583 Main St.
Buffalo, NY 14211	Buffalo, NY 14214	Williamsville, NY 14221

The Contract is changed as follows:

Item 1: Additional documentation due to permit requirements. Time Extension: 48 days.
Item 2: Upsize grease trap per TOA Engineering review / permit requirements. Time Extension: 1 day.
Item 3: Modify visitor desk for ADA upgrades. Value: 4,439.95… Time extension: 3 days
Refer to backup information for more details.

The original Contract Sum was	**$ 186,500.0**
The net change by previously authorized Change Orders	**$ 0.0**
The Contract Sum prior to this Change Order was	**$ 186,500.0**
The Contract Sum will be **increased** by this Change Order in the amount of	**$ 4,439.9**
The new Contract Sum, including this Change Order, will be	**$ 190,939.9**
The Contract Time will be changed by	**(52) days**
The new date of Substantial Completion shall now be:	**3/6/2025**

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.

Hayes Construction Services	Design Synergies, Roxanne Button	Town of Amherst
CONTRACTOR	ARCHITECT / ENGINEER	OWNER
SIGNATURE	SIGNATURE	SIGNATURE
Paul Nyznyk- Corp Secretary	ROXANNE BUTTON, AIA, ARCHITECT	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
3/5/2025	MARCH 4, 2025	
DATE	DATE	DATE

Attachment: Change Order 1, Hayes Construction, Senior Center Cafe 2025-03-05 (RES-2025-209 : Change Order - Senior Center Cafe

Hayes Construction Services Corp
656 Genesee St
Buffalo NY 14211
716-768-0145

Item 1

Request Date: 12/03/2024

Record Number: 1937
Description: **Time Extension**

Project: Amherst Cafe Renovation **Client:** Town of Amherst **Architects's Project #:**

The Contractor agrees to perform and the Owner agrees to pay for the following changes to the contract.

Description of Work	Amount
Zero dollar change	

Notes

Change in End date from original contracted date due to the building permit approval. Original NTP date was 10/15/24. Building Permit was approved and distributed on 12/2/24. Total of 48 days. Original end date was 1/13/25. New End date to be adjusted to 3/5/25

Requested Amount of Change **0.00**

The original Contract Sum was	186,500.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	186,500.00
The Contract Sum will be changed by this Change Order	0.00
The new Contract Sum including this Change Order	186,500.00
The Contract Time will be changed by	48 Business Days

Architect:	Contractor:	Owner:
	Hayes Construction Services	Anne Dafchik
Date	Date	Date

Attachment: Change Order 1, Hayes Construction, Senior Center Cafe 2025-03-05 (RES-2025-209 : Change Order - Senior Center Cafe

TOWN OF AMHERST, N.Y.

BUILDING PERMIT

Date Issued: 12/02/2024

Address:
370 John James Audubon Pkwy (BUILDING)
[Town Facility], Amherst, NY 14228

Tenant: Amherst Senior Center

Owner: /

Permit #: BP-2024-4443

Permit Type: Com Interior Alteration

Description:
Amherst Center for Senior Services-Cafe remodel, Com. Int. Alt.
Type A2 Occupancy, Type IIB Construction.

Building Commissioner

Permit expires 6 mos. from issuance if no construction has begun.

PERMIT EXPIRATION DATE
12/02/2026

> POST CONSPICUOUSLY <

Attachment: Change Order 1, Hayes Construction, Senior Center Cafe 2025-03-05 (RES-2025-209 : Change Order - Senior Center Cafe

SBL: 41.03-1-66

TOWN OF AMHERST, N.Y.
BUILDING PERMIT

BP No.: BP-2024-4443
Date Issued: 12/02/2024

Item 1

Address: (BUILDING) [Town Facility] 370 John James Audubon Pkwy
Amherst, NY 14228
Unit No: MC: Lot:
SFHA: No
Width or Diameter: 26.5
Length: 43.5
Height: 10
Stories: 1 # Dwelling Units:
Parking:
Elec. Service: # Meters:
Sidewalk Required:
Fireplace:

Permit Type: Com Interior Alteration
Construction Type: IIB
Occupancy: A3
Remark:
Amherst Center for Senior Services-Cafe remodel, Com. Int. Alt.
Type A2 Occupancy, Type IIB Construction.
Ground / Face Area: 873
Floor Area: 873
Cert. Occ. Required: CO
Estimated Cost: $186,500.00

Restrictions:

SP#:	**Approved:**	**Variances:**

	Name	Address	St	Zip
Business	Amherst Senior Center	370 J.J. Audubon Amherst	NY	14228
Electrical Contractor	GOODWIN ELECTRIC CORPORATION	201 S. YOUNGS RD WILLIAMSVILLE	NY	14221
Plumbing Contractor	PCS PLUMBING & HEATING INC	2286 SOUTH PARK AVE BUFFALO	NY	14220
General Contractor	HAYES CONSTRUCTION SERVICES	656 GENESEE ST BUFFALO	NY	14211

Fee Type	Quantity	Amount	Paid
FEE WAIVED	0	$.01	12/02/2024

Fee Confirmation #:

Total Fee: $.01

I, undersigned have been advised as to the requirements of the Workers' Compensation law, and declare that, (check the following):
A. [ ] I have filed the required proof, as affirmed by my insurance carrier.
B. [ ] I have no people working directly for me, therefore I require no Workers' Compensation.
Should there be any change in my status during the exercise of this permit, I will so advise the Building Dept. and immediately comply with all requirements. The undersigned has submitted plans, specifications, and a plot plan in duplicate which are hereto attached, incorporated into and made part of this application. In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such permit is granted he will comply with the terms thereof, the laws of the State of New York, the ordinances of the Town of Amherst, and the Regulations of the various departments of the Town, County of Erie and the State of New York; request all necessary inspections, and authorize and provide the means of entry to the premises and building to the Building Inspector, and that he has read the conditions printed on the reverse side and will comply with same. The undersigned hereby certifies that all of the information in this petition is correct and true.

RECORD OWNER

Permit expires 6 mos. from issuance if no construction has begun.

Luke Meyer
Print Name

Building Commissioner

Owners or Agents Signature

Attachment: Change Order 1, Hayes Construction, Senior Center Cafe 2025-03-05 (RES-2025-209 : Change Order - Senior Center Cafe

NOTICE

CONDITIONS, INSTRUCTIONS & REQUIRED INSPECTIONS

This permit is granted on the express condition that the said construction shall in all respects, conform to the laws of the State of New York, the ordinances of the Town of Amherst, and the regulations of the various departments of the Town, County of Erie, and the State of New York.

The Building Department reserves the right to reject any work which has been concealed or completed without first having been inspected and approved by the department additional permit fee may be charged.

Any deviation from the approved plans must be authorized by the approval of revised plans subject to the same procedure established for the examination of the original plans. An additional permit fee may be charged.

A separate plumbing permit is required for new or re-work of existing plumbing, sanitary, and storm sewers.

The builders name, address of project must be displayed. Permanent address identification, visible from the street, must be in place for Certificate of Occupancy.

A reasonable means of ingress must be provided to all areas of the work.

Effective January 22, 2020, all foundations poured in cold weather must comply with the requirements of ACI 306R-88 listed below:

- RESIDENTIAL : Temperatures above 40o F

o Footers : Standard Mix Design
- Allow 2 days for cure prior to any forming for walls
- Allow 3 days for cure prior to any concrete walls being poured on top of footers

o Footers : High Early Strength
- Allow 1 day for cure prior to any forming for walls
- Allow 2 days for cure prior to any concrete walls being poured on top of footers

o Foundation Walls : Standard Mix Design
- Allow 3 days for cure to backfill 2 feet and prior to any construction of the 1st floor
- Allow a minimum of 7 days for cure and first floor shall be built and anchored to foundation walls to backfill beyond 2 feet.
- If the first floor is not complete and backfilling is desired then the contractor must brace the foundation walls

o Foundation Walls : High Early Strength
- Allow 1 day for cure to backfill 2 feet and prior to any construction of the 1st floor
- Allow a minimum of 3 days for cure and first floor shall be built and anchored to foundation walls to backfill beyond 2 feet.
- If the first floor is not complete and backfilling is desired then the contractor must brace the foundation walls

- RESIDENTIAL : Temperatures below 40o F : Cold Weather Concreting

o Footers : Standard Mix Design
- Cover all exposed concrete and allow 3 days for cure prior to any forming for walls
- Allow an additional 1 day for cure prior to any concrete walls being poured on top of footers

o Footers : High Early Strength
- Cover all exposed concrete and allow 2 days for cure prior to any forming for walls
- Allow an additional 1 day for cure prior to any concrete walls being poured on top of footers

o Foundation Walls : Standard Mix Design
- Cover all exposed concrete and allow 3 days for cure
- On the 4th day forms may be removed and construction of the first floor may begin
- Allow a minimum of 7 Days for cure and first floor shall be built and anchored to foundation walls to backfill
- If the first floor is not complete and backfilling is desired then the contractor must brace the foundation walls

o Foundation Walls : High Early Strength
- Cover all exposed concrete and allow 2 days for cure
- On the third day forms may be removed and construction of the first floor may begin
- Allow a minimum of 3 days for cure and first floor shall be built and anchored to foundation walls to backfill beyond 2 feet.

- COMMERCIAL

  o The above guidelines are sufficient in most instances, if you have any questions please contact the commissioner.

- Concrete Test Cylinders

  o All cylinders cast for testing shall be cured on site in the same conditions the concrete is curing

Compliance with the applicable Building Code & this memorandum must be provided prior to issuing a pass designation for your foundation inspection. Alternative designs will be considered.

Attachment: Change Order 1, Hayes Construction, Senior Center Cafe 2025-03-05 (RES-2025-209 : Change Order - Senior Center Cafe

MINIMUM INSPECTIONS AS FOLLOWS

FOUNDATION - When footing is ready to be poured, including trench-pour. When foundation walls are completed, including waterproofing prior to backfill.

NO FURTHER WORK TO BE PERFORMED UNTIL A FOUNDATION LOCATION SURVEY IS SUBMITTED (in duplicate) AND APPROVED BY THE BUILDING DEPARTMENT.

DRAIN TILE - Sub floor and/or footing drain tile must be inspected by the plumbing inspector before concrete floor is poured.

WIRE MESH - Houses within the special flood hazard area must have the wire mesh inspected by the building inspector before the concrete floor is poured.

ROUGH - Before installation of any insulation but after all electrical, telephone, plumbing, and heating and ventilating duct rough work has been installed and inspected.

INSULATION - After all building envelope insulation is installed but prior to covering walls.

ELECTRICAL - Installation of service equipment, inspection of rough wire.

FINAL - If Certificate of Occupancy is not required, request final inspection upon completion of work as indicated in plans.
If Certificate of Occupancy is required, then:
- File application for Certificate of Occupancy.
- Submit final survey, in duplicate, showing location of all buildings, parking, and paved areas.
- All construction on the buildings and grounds must be completed.
- Favorable reports must be received from:
  1) Building Inspector
  2) Plumbing Inspector
  3) Electrical Inspector
  4) Fire Inspector
  5) Highway Department
  6) Other departments when an approved site plan is involved

The above list of inspections is NOT all inclusive and additional inspections may be required.
Contact your inspector at each stage of the project, prior to concealment or to answer any questions.

THE BUILDING DEPARTMENT MUST BE NOTIFIED 24 HOURS IN ADVANCE OF EACH REQUESTED INSPECTION

Other important Phone Numbers:

Building Department	: 631-7080
Highway Department	: 631-7117
Erie County Highway	: 759-8328, 683-4272
Erie County Health	: 846-7690
DEC	: 847-4565
State DOT	: 847-3272
Underground Locating	: 893-1133

Attachment: Change Order 1, Hayes Construction, Senior Center Cafe 2025-03-05 (RES-2025-209 : Change Order - Senior Center Cafe

Hayes Construction Services Corp
656 Genesee St
Buffalo NY 14211
716-768-0145

Item 2

Request Date: 12/02/2024

Record Number: 1936
Description: **Grease Trap Add**

Project: Amherst Cafe Renovation **Client:** Town of Amherst **Architects's Project #:**

The Contractor agrees to perform and the Owner agrees to pay for the following changes to the contract.

Description of Work	Amount
HCS PM time- 2 hours	180.00
PCS Plumbing	1,715.49
Mark up	284.32
Bond Cost	21.80
Fund from Owner Allowance/Contingency	-2,201.61

Notes

Addition of Grease Traps per the Town Of Amherst Building Department.

Funding from owner allowance

Requested Amount of Change **0.00**

The original Contract Sum was	186,500.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	186,500.00
The Contract Sum will be changed by this Change Order	0.00
The new Contract Sum including this Change Order	186,500.00
The Contract Time will be changed by	1 Business Days

Architect:	Contractor:	Owner:
	Hayes Construction Services	Anne Dafchik
Date	Date	Date

Attachment: Change Order 1, Hayes Construction, Senior Center Cafe 2025-03-05 (RES-2025-209 : Change Order - Senior Center Cafe

PCS PLUMBING AND HEATING, INC.
2286 South Park Ave Buffalo, NY 14220
P: 716-822-4302 F: 716-822-4304

WESTERN NEW YORK ASSOCIATION OF PLUMBING AND MECHANICAL CONTRACTORS, INC.

CHANGE ORDER RECAP

Job Name:	**Amherst Café**		Date: 11/26/2024
Contract No.:		Change Order No.: P-2	Job No.: CP-26372

Description:
Addition of Grease Traps under the two new Stainless Steel Sinks.

Material	Material Total	Labor	Hours	Rate	Labor Total
WD4 (GI-1)	$ 187.00	Laborer		**$ 65.00**	$ -
WD-15-B (GI-2)	$ 400.00	Foreman		**$ 96.88**	$ -
Miscellaneous Material	$ 100.00	Journeyman	4.00	**$ 88.00**	$ 352.00
		Apprentice		**$ 68.33**	$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Material Subtotal:	$ 687.00				$ -
Job Expenses:		Foreman (12.5%)	0.500		$ -
Document Control		Tool Usage (4% of Labor)			$ 14.08
Travel Time Costs		**Total Labor Costs:**			$ 366.08
Telephone		**SUBTOTAL(L+M+JE)**			$ 1,291.54
Transportation	$ 200.00	Research & Layout		8%	$ 103.32
		Material Handling		4%	$ 51.66
Safety (3% of Labor)	$ 10.98	Clean Up Costs:		3%	$ 38.75
Inspections & Permits					
Record Drawings					
Fuel Surcharges (4% of Material)	$ 27.48	**SUBTOTAL:**			$ 1,485.27
		Overhead		10%	$ 148.53
Total Job Expenses	$ 238.46	Profit		5%	$ 81.69
		Subcontract			
		Subcontract Mark-up		5%	$ -
		TOTAL:			$ 1,715.49
		Tax on Materials		0.00%	$ -
		Bond Cost			$ -
		QUOTE TOTAL			**$ 1,715.49**

Qualifications & Clarifications:
1.) Straight Time only-NO overtime included
2.) No cutting and patching included
3.) Schedule Impact

We reserve the right to correct any and all errors and omissions

Attachment: Change Order 1, Hayes Construction, Senior Center Cafe 2025-03-05 (RES-2025-209 : Change Order - Senior Center Cafe

Hayes Construction Services Corp
656 Genesee St
Buffalo NY 14211
716-768-0145

Item 3

Request Date: 02/26/2025
Reason For Change:
Record Number: 1993

Project: Amherst Cafe Renovation **Client:** Town of Amherst **Architects's Project #:**

The Contractor agrees to perform and the Owner agrees to pay for the following changes to the contract.

Description of Work	Amount
HCS PM - 4 Hours	360.00
HCS Supervision - 4 Hours	380.00
HCS Carpenter - 20 Hours	2,532.60
Material	550.00
Material to include: temporary protection, framing/blocking, drywall/mud, paint/rollers & brushes.	
Mark up	573.39
Bond	43.96

Notes
Millwork modifications requested by TOA. This is in reference to Information Bulletin #4. Work is in a different area than the café work space. Work to include modifcation of the existing countertop at the reception area to accommodate for ADA height requirements.

Requested Amount of Change **4,439.95**

The original Contract Sum was	186,500.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	186,500.00
The Contract Sum will be changed by this Change Order	4,439.95
The new Contract Sum including this Change Order	190,939.95
The Contract Time will be changed by	3 Business Days

Architect:	Contractor:	Owner:
	Hayes Construction Services	Anne Dafchik
Date	Date	Date

Attachment: Change Order 1, Hayes Construction, Senior Center Cafe 2025-03-05 (RES-2025-209 : Change Order - Senior Center Cafe

INFORMATION BULLETIN

PROJECT: Town of Amherst, Project No. 2023-F-17.1
Amherst Seniors' Center
Cafe Renovations

INFORMATION BULLETIN NO.: IB-4

DATE: 02/03/2025

OWNER: Town of Amherst

ARCHITECT'S PROJECT NO.: 23.040

CONTRACTOR: Hayes Construction Services

CONTRACT NO.:

CONTRACT DATE:

DESCRIPTION:

Millwork Modifications:
- Provide new accessible transaction surface at existing Reception desk, per attached Drawing.
- Salvage solid surface countertop for reinstallation at ADA-compliant height.

ATTACHMENT(S):

ACTION

☒ 1. *PROPOSAL REQUEST:* Submit an itemized quotation for changes in the Contract Sum and/or time required to implement the above proposed modifications to the Contract Documents. This is not authorization to proceed with the work.

☐ 2. *SUPPLEMENTAL INSTRUCTIONS:* Implement the above instructions without change to the Contract Sum and/or Time. Prior to proceeding, indicate acceptance below and return one copy to the Architect.

☐ 3. *CONSTRUCTION CHANGE DIRECTIVE:* Proceed with the above described changes to the Contract Documents immediately. Submit final costs and/or change in Contract Time for inclusion in a subsequent Change Order.

Methods: ☐ Lump Sum ☐ Unit Price ☐ Time & Material Not-to-Exceed

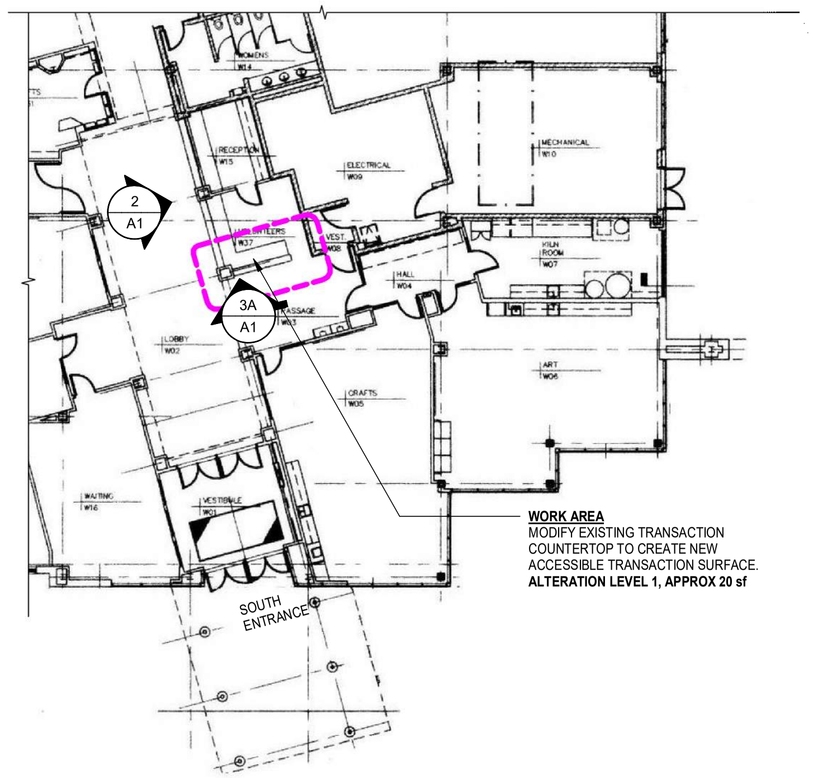
Change in Contract Sum of _____

Change in Contract Time of _____ days

ISSUED:	ACCEPTED:	AUTHORIZED:
BY: Roxanne D. Button AIA	BY: _____	BY: _____
Architect Date 02/03/25	Owner Date	Contractor Date
Required for Actions 1,2,3	Required for Action 3	Required for Actions 2,3

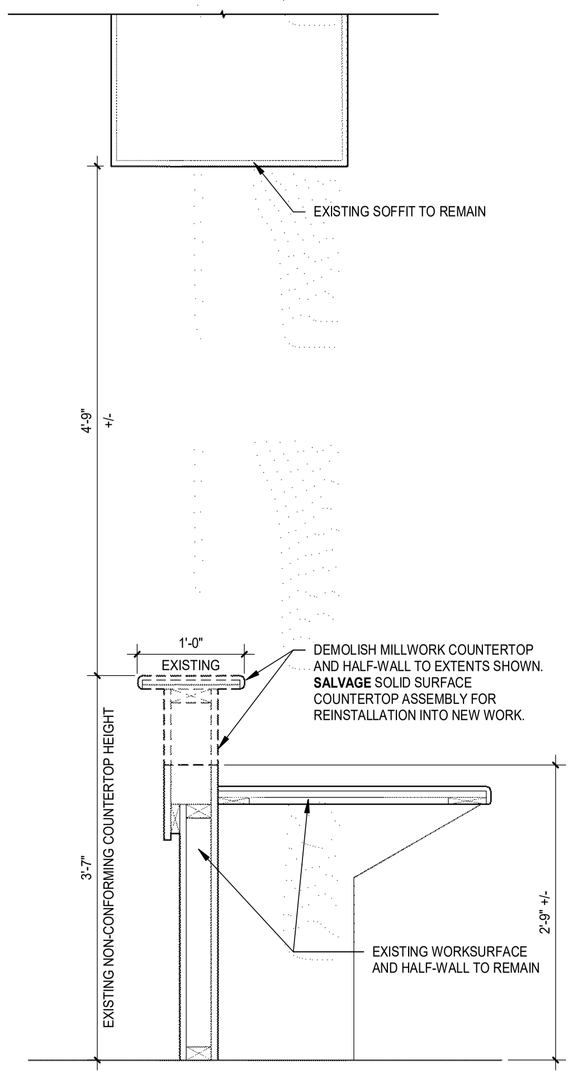
☐ Owner ☐ Architect ☐ Structural ☐ Civil
☐ Contractor ☐ Field ☐ Mechanical/Electrical ☐ Other (Roofing)

Attachment: Change Order 1, Hayes Construction, Senior Center Cafe 2025-03-05 (RES-2025-209 : Change Order - Senior Center Cafe

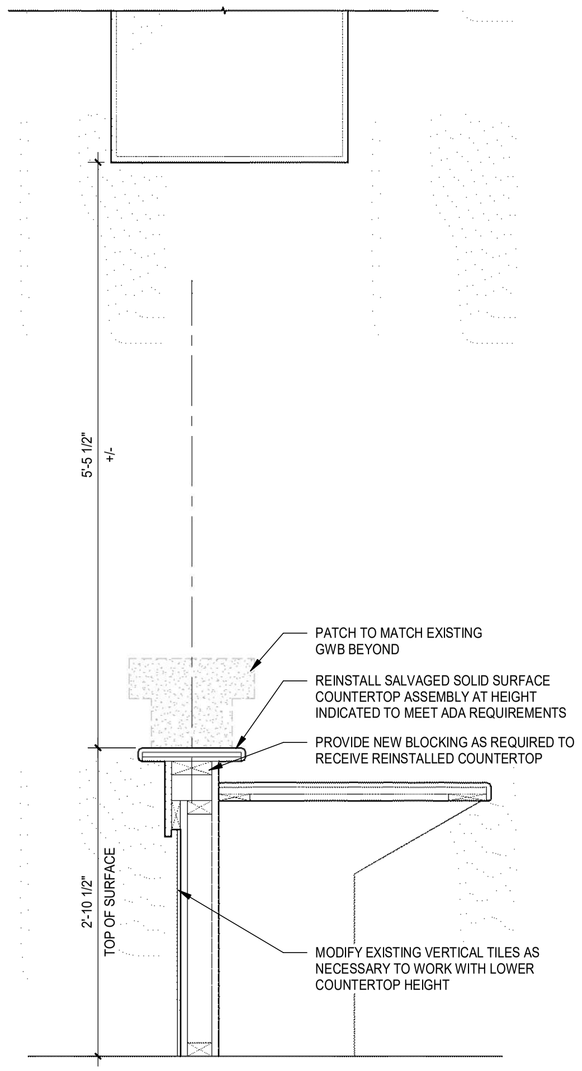


WORK AREA
MODIFY EXISTING TRANSACTION COUNTERTOP TO CREATE NEW ACCESSIBLE TRANSACTION SURFACE.
ALTERATION LEVEL 1, APPROX 20 sf

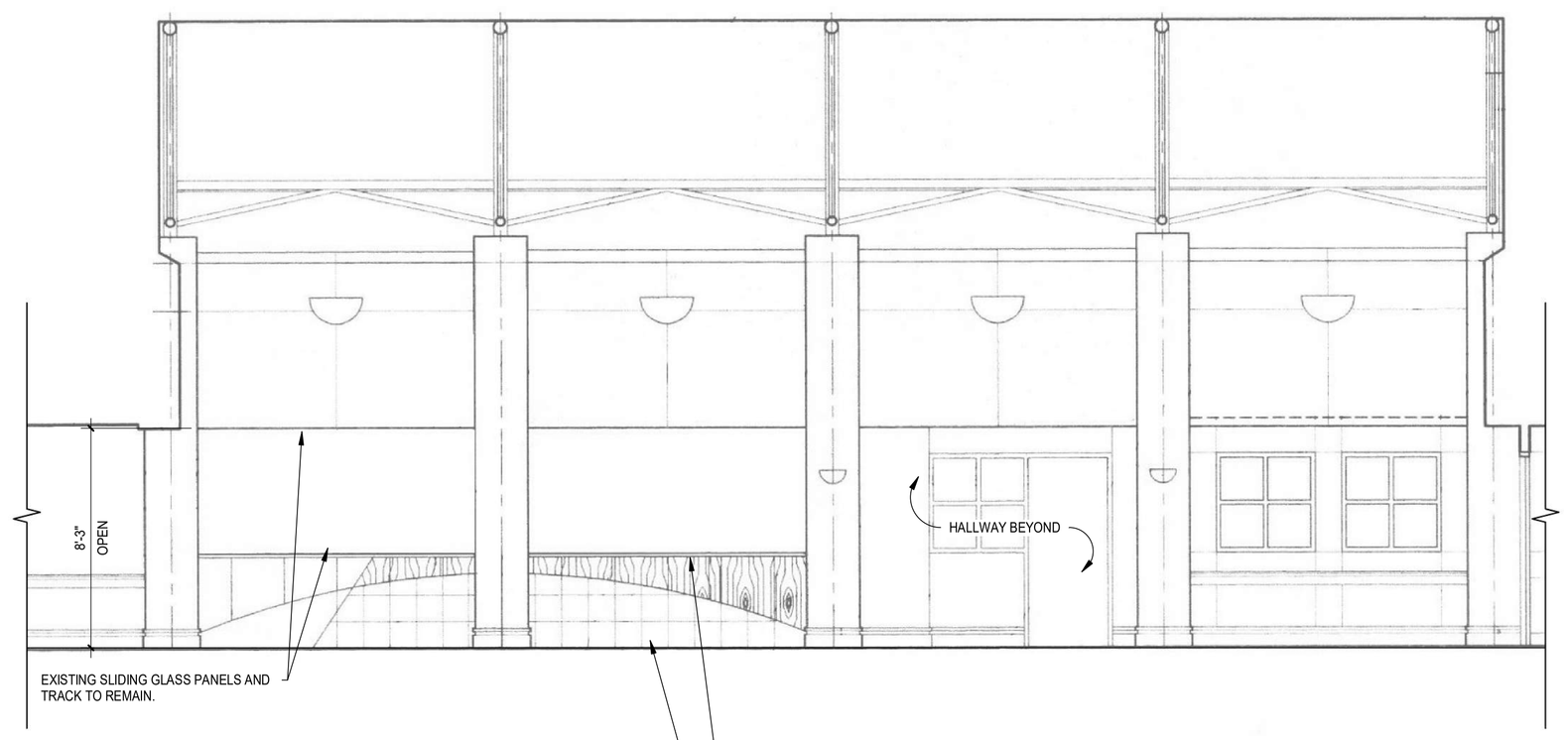
FLOOR PLAN
SCALE: 1/16" = 1'-0"
1 / A1



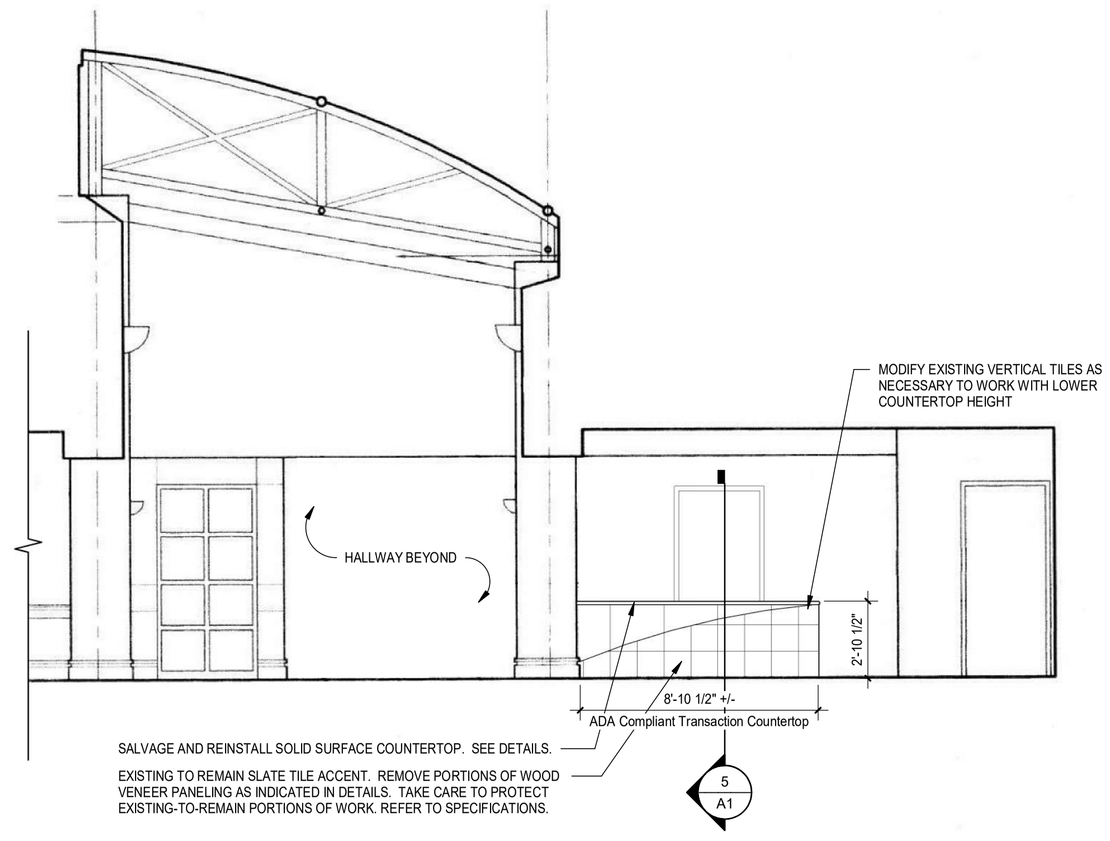
SECTION DETAIL - DEMO
SCALE: 1" = 1'-0"
5D / A1



SECTION DETAIL
SCALE: 1" = 1'-0"
5 / A1



ELEVATION - MAIN
SCALE: 1/4" = 1'-0"
2 / A1



ELEVATION - SECONDARY
SCALE: 1/4" = 1'-0"
3A / A1

TOWN OF AMHERST
FACILITIES DEPARTMENT
5583 MAIN STREET
WILLIAMSVILLE, NY 14221
PHONE: (716) 631-7051

Item 3

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND THE COMMISSIONER'S REGULATIONS FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, ENGINEER OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF AN ARCHITECT, ENGINEER OR SURVEYOR IS ALTERED, THE ALTERING PARTY SHALL AFFIX TO THE ITEM THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

AMHERST SENIOR CENTER
370 JJ AUDUBON PARKWAY

FIELD CREW:	
DRAWN BY:	AED
JOB NO.	
CHECKED BY:	-
CHECKED BY:	
SCALE:	AS NOTED
ISSUE DATE:	2/24/25

REVISIONS

#	Date	Description

DWG TITLE:
WELCOME WINDOW UPGRADES

DWG. NO.
A1

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 30113 **RESOLUTION 2025-210** **ADOPTED**

Budget Transfers and Amendments

For February 24, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 2/19/2025
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:***
A1990.4000 Contingency $156,428.51	A1430.1000 Personal Services $124,024.67 A1430.8030 FICA $9,698.27 A1430.8010 Retirement $19,955.57 A1430.8050 Health Ins $2,750.00

To transfer budgeted funds in contingency to cover Res 2025-129.

3/10/2025
Consent

FINANCIAL IMPACT:

Funds were budgeted in contingency.

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: 03/10/25 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 30161 **RESOLUTION 2025-211** **ADOPTED**

Budget Transfers and Amendments

For March 10, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 03/05/2025
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:***
N2151.4000 TON 1ST Time Homebuyer $10,284.71	N2150.4000 TON Residential Rehab $10,284.71
N2251.4000 TON 1st Time Homebuyer $20,000.00	N2250.4000 TON Residential Rehab $20,000.00
N2351.4000 TON 1st Time Homebuyer $20,000.00	N2350.4000 TON Residential Rehab $20,000.00
N2451.4000 TON 1st Time Homebuyer $20,000.00	N2450.4000 TON Residential Rehab $20,000.00

Requested per Department.

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
A1411.03089 LGRMIF – State Grant $74,830.00	A1411.4110 Contractual $74,830.00

To setup Local Government Records Management Improvement Funds (LGRMIF) State Grant, CRS# 5346.

3/10/2025
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: 03/10/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30006 **RESOLUTION 2025-212** **ADOPTED**

Award Informal Bid #20241031 Town Wide Parts Cleaner & Used Oil Filter Removal - CRS #5256

WHEREAS, the Contract Compliance and Administration Department received informal bids on November 12, 2024 for Town Wide Parts Cleaner & Used Oil Filter Removal Service; 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 a two year contract to Crystal Clean, LLC; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Crystal Clean, LLC.

3/10/2025
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

Informal Bid #20241031 Town Wide Parts Cleaner & Used Oil Filter Removal

Low Bidder				Crystal Clean		Solvents & Petroleum		Birchwood, Ratcliff & Associates		Safety-Kleen Systems	
Item #	Qty	U/M	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	15	Each	30-gallon parts washer sink on the drum w/20 gallons of solvent* (drum installation to be included in the price	$280.00	$4,200.00	$389.85	$5,847.75	$260.00	$3,900.00	$248.22	$3,723.30
2	3	Each	5 gallon parts washer tank w/5 gallons of solvent	$90.00	$270.00	$141.25	$423.75	$170.00	$510.00	$189.75	$569.25
3	3	Each	10 gallon leased agitation unit (air operated)	$135.00	$405.00	N/A	N/A	$0.00	$0.00	$235.50	$706.50
4	24	Each	Used oil filters Pick up used drum and drop off new 55-gallon drum	$90.00	$2,160.00	$107.35	$2,576.40	$90.00	$2,160.00	$90.00	$2,160.00
5	12	Each	Used antifreeze – pick up full 55 gallon drum and drop off empty 55-gallon drum	$70.00	$840.00	$169.50	$2,034.00	$140.00	$1,680.00	$270.00	$3,240.00
6	3	Each	Absorbents – 200/roll (white or gray) - As needed	$95.00	$285.00	$160.00	$480.00	$245.00	$735.00	$128.00	$384.00
7	3	Each	Waste oil disposal/Truck stop fee - As needed	$75.00	$225.00	N/A	N/A	$0.00	$0.00	$100.00	$300.00
			Total Bid:		$8,385.00		$11,361.90		$8,985.00		$11,083.05

NOTES:

Crystal Clean: Noted in Item 4 & 5 will cover the empties. Item #7 is quoted as needed.

Solvents & Petroleum: Item 1 & 2 noted: 142 solvent; Item 6: 100/box white or gray - multiplied $80 x 2 for unit price as quote requests 200/box.

Attachment: Bid Tab Parts Cleaner & Used Oil Filter Disposal (RES-2025-212 : Award Informal Bid

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30023 **RESOLUTION 2025-213** **ADOPTED**

Amendment to Town Wide Fire Alarm Inspection, Service & Security Monitoring Contract - CRS #5333

WHEREAS, the Contract Compliance and Administration Department awarded Bid #2023052 for Town Wide Fire Alarm Inspection, Service & Security Monitoring on January 22, 2024 (RES-2024-81) to Davis-Ulmer Sprinkler Company, Inc., dba All Sate Fire & Security (Original CRS #4524); and

WHEREAS, the Engineering Department is requesting that the Royal Park Sports Complex building be added to the contract, as per the attached proposal;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the Town Wide Fire Alarm Inspection, Service & Security Monitoring Contract to add the Royal Park Sports Complex building; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract amendment with Davis-Ulmer Sprinkler Company, Inc., dba All Sate Fire & Security.

3/10/2025
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

AGREEMENT

Let this document stand as an Agreement between Davis-Ulmer Sprinkler Company, Inc. dba All State Fire & Security and the Town of Amherst permitting the Town of Amherst to add the services for Royal Park Locker Room Building as stated on the attached All State Fire & Security proposal to Bid #2023052 Town Wide Fire Alarm Inspection, Service & Security Monitoring contract (CRS ID #4524).

By: Kurt Juliano
Signature

Kurt Juliano
Printed name

Date: 3/2/2025

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Amendment Packet (RES-2025-213 : Amendment to Town Wide Fire Alarm Inspection, Service & Security Monitoring Contract -

400 Mineral Springs Road. Buffalo, NY 14224
716-783-9670 / 716-783-9718 fax
Toll Free: 1-855-550-6599
www.allstatefirewny.com

MASTER SERVICE AGREEMENT

Date: 1/31/2025

Contract #2023052

By and between

All State Fire & Security (ASF)
400 Mineral Springs Rd.
Buffalo, NY 14224

(716) 783-9670

Town of Amherst
Royal Park Sports Complex
187 Royal Pkwy W.

Williamsville, NY 14221

All State Fire & Security shall provide Services as indicated below and in accordance with the attached service, work scope documents, and special provisions which form a part of this Agreement:

Fire Alarm	Governing Code	Qty	Rate	Frequency	Due Date
Alarm Inspection	NFPA 72	1	$295.00	Annual	
*Monitoring **(Cellular)**	NFPA 72	1	$749.00	24/7	

*Starlink Receiver will be provided to town so the electrical contractor that is installing this panel can wire the Starlink and ensure panel is programmed correctly.

Terms: The terms for this location will mirror the existing contract we have been awarded for bid # 2023052

All State Fire & Security

Signature: Robert Urban

(Print Name) **Robert Urban**

Title: Account Executive

Date: 1/31/2025

CUSTOMER Acknowledgement and Acceptance:

Signature: _____

(Print Name) _____

Title: _____

Date: _____

All sales and services provided are subject to the All State Fire & Security Conditions of Sale.

Attachment: Amendment Packet (RES-2025-213 : Amendment to Town Wide Fire Alarm Inspection, Service & Security Monitoring Contract -

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30024 **RESOLUTION 2025-214** **ADOPTED**

Award Bid #2025003 Gorman Rupp Pump Parts - CRS #5334

WHEREAS, the Contract Compliance and Administration Department received bids on January 30, 2025 for Gorman Rupp Pump Parts; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Cummins-Wagner-Siewert, LLC, DBA Siewert Equipment; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Cummins-Wagner-Siewert, LLC, DBA Siewert Equipment.

3/10/2025
Consent

FINANCIAL IMPACT:

G9916-4921, G9916-4929, G9916-2600; Amount TBD

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

Bid #2025003 Gorman Rupp Pump Parts							
Low Bidder			Vendor Name:	Applied Industrial Technologies		Cummins-Wagner-Siewert LLC	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price
			Gorman Rupp, Super T Series Pump, Model T4A3S-B, Serial Number 1206396 and up				
1-1	1	EA	Rotating Element T4A3S-B, Part # 44163-261	$6,193.32	$6,193.32	$4,675.35	$4,675.35
1-2	6	EA	Impeller, Part # 10528-11010	$6,313.77	$37,882.62	$794.38	$4,766.28
1-3	6	EA	Seal Assembly, Part # 46513-150	$3,198.85	$19,193.10	$397.24	$2,383.44
1-4	6	EA	Seal Plate Gasket, Part # 10959G 20000	$32.82	$196.92	$4.13	$24.78
1-5	12	EA	Inboard Oil Seal, Part # S1352	$397.06	$4,764.72	$24.33	$291.96
1-6	6	EA	Inboard Bearing, Part # S1088	$338.42	$2,030.52	$58.14	$348.84
1-7	6	EA	Outboard Bearing, Part # S375	$1,878.14	$11,268.84	$248.57	$1,491.42
1-8	6	EA	Bearing Cap Gasket, Part # 38683-271 18000	$59.61	$357.66	$7.50	$45.00
1-9	6	EA	Bearing Cap Oil Seal, Part # S1352	$198.53	$1,191.18	$24.33	$145.98
1-10	6	EA	Shaft Key, Part # N0608 15990	$19.47	$116.82	$2.45	$14.70
1-11	6	EA	Impeller Shaft, Part # 38514-817 16040	$6,621.16	$39,726.96	$848.54	$5,091.24
1-12	6	EA	Impeller Washer, Part # 31167-029 16000	$569.47	$3,416.82	$72.98	$437.88
1-13	6	EA	Impeller Cap Screw, Part # F1004S 1500G	$60.36	$362.16	$7.50	$45.00
1-14	6	EA	Impeller Adjustable Shim Set, Part # 37J 17090	$60.77	$364.62	$7.55	$45.30
1-15	6	EA	Rotating Assembly ADJ Shims, Part # 13130-3 17040	$17.09	$102.54	$2.19	$13.14
1-16	6	EA	Rotating Assembly O-Ring, Part S1674	$47.75	$286.50	$6.12	$36.72
1-17	6	EA	Back Cover O-Ring, Part # 25152-273	$63.99	$383.94	$8.26	$49.56
1-18	4	EA	Sight Gauge, Part # S1471	$243.26	$973.04	$45.34	$181.36
1-19	4	EA	Suction Check Valve Assembly, Part # 46411-062	$1,324.11	$5,296.44	$254.54	$1,018.16
1-20	6	EA	Suction Flange Gasket, Part # 11389G 19370	120.17	$721.02	$15.40	$92.40
1-21	2	EA	Fill Cover Assembly, Part # 42111-344	$353.45	$706.90	$136.88	$273.76
1-22	2	EA	Fill Cover Drive Screw, Part # BM#04-03 17000	$2.04	$4.08	$0.77	$1.54
1-23	6	EA	Fill Cover Gasket, Part # 50G ~ 19210	$121.67	$730.02	$15.61	$93.66
1-24	1	EA	Discharge Flange Gasket, Part # 25113-034	$9.73	$9.73	$7.34	$7.34
1-25	6	EA	Wear Plate Assembly, Part # 10532A 15990	$2,132.93	$12,797.58	$268.36	$1,610.16
1-26	4	EA	Vented Plug, Part # 4823A 15079	$26.49	$105.96	$5.00	$20.00
1-27	4	EA	Air Vent, Part # S1530	$50.04	$200.16	$9.69	$38.76
1-28	4	EA	Back Cover ADJ Screw, Part # 31871-070 1500X	No Quote	No Quote	$13.87	$55.48
1-29	4	EA	Back Cover Stud, Part # C1213 15991	$51.87	$207.48	$9.79	$39.16
1-30	4	EA	Back Cover Hand Nut, Part # 38115-202 15040	No Quote	No Quote	Obsolete	Obsolete
			Total cost for bid items 1-1 through 1-30		**$149,591.65**		**$23,338.37**
			Gorman Rupp, Super T Series Pump, Model T6A3S-B, Serial Number from 1206492 and up.				
2-1	1	EA	Rotating Element T6A3S-B, Part # 44163-263	$7,933.89	$7,933.89	$6,100.65	$6,100.65
2-2	4	EA	Impeller, Part # 38615-087 11010	$5,061.97	$20,247.88	$973.08	$3,892.32
2-3	4	EA	Seal Assembly, Part # 46513-153	$3,262.43	$13,049.72	$627.15	$2,508.60
2-4	4	EA	Seal Plate Gasket, Part # 10959G 20000	$22.16	$88.64	$4.13	$16.52
2-5	8	EA	Inboard Oil Seal, Part # S1917	$386.64	$3,093.12	$37.13	$297.04
2-6	4	EA	Inboard Bearing, Part # S616	$638.60	$2,554.40	$122.76	$491.04
2-7	4	EA	Outboard Bearing, Part # S1030	$1,406.62	$5,626.48	$270.40	$1,081.60
2-8	4	EA	Bearing Cap Gasket, Part # 38683-473 18000	$33.49	$133.96	$6.32	$25.28
2-9	4	EA	Bearing Cap Oil Seal, Part # S1917	$193.15	$772.60	$37.13	$148.52
2-10	4	EA	Shaft Key, Part # N0612 15990	$13.52	$54.08	$2.55	$10.20
2-11	4	EA	Impeller Shaft, Part # 38514-818 16040	$5,930.85	$23,723.40	$1,140.11	$4,560.44
2-12	4	EA	Impeller Washer, Part # 10278 15030	$74.03	$296.12	$14.23	$56.92
2-13	4	EA	Impeller Adjustable Shim Set, Part # 5091 17090	$129.73	$518.92	$24.94	$99.76
2-14	4	EA	Impeller Cap Screw, Part # DM1004S 15079	No Quote	No Quote	$3.83	$15.32
2-15	4	EA	Rotating Assembly ADJ Shims, Part # 13131-3 17040	$10.80	$43.20	$2.09	$8.36
2-16	4	EA	Rotating Assembly O-Ring, Part # S1676	$66.87	$267.48	$12.95	$51.80
2-17	4	EA	Back Cover O-Ring, Part # 25152-453	$117.23	$468.92	$22.70	$90.80
2-18	2	EA	Sight Gauge, Part # S1471	$121.62	$243.24	$45.34	$90.68
2-19	4	EA	Suction Check Valve Assembly, Part # 46411-064	$1,435.03	$5,740.12	$275.86	$1,103.44
2-20	4	EA	Suction Flange Gasket, Part # 11402G 19370	$122.30	$489.20	$23.51	$94.04

Attachment: Bid Tab Gorman Rupp Pump Parts (RES-2025-214 : Award Bid #2025003 Gorman Rupp Pump Parts - CRS #5334)

Bid #2025003 Gorman Rupp Pump Parts							
Low Bidder			Vendor Name:	Applied Industrial Technologies		Cummins-Wagner-Siewert LLC	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price
2-21	2	EA	Fill Cover Assembly, Part # 42111-344	$353.45	$706.90	$136.88	$273.76
2-22	2	EA	Fill Cover Drive Screw, Part # BM#04-03 17000	$2.04	$4.08	$0.77	$1.54
2-23	6	EA	Fill Cover Gasket, Item # 50G 19210	$121.80	$730.80	$15.61	$93.66
2-24	1	EA	Discharge Flange Gasket, Part # 25113-036	$9.42	$9.42	$7.29	$7.29
2-25	4	EA	Wear Plate Assembly, Part # 46451-723 24150	$1,497.38	$5,989.52	$289.94	$1,159.76
2-26	4	EA	Vented Plug, Part # 4823A 15079	$26.49	$105.96	$5.00	$20.00
2-27	4	EA	Air Vent, Part # S1530	$495.47	$1,981.88	$9.69	$38.76
2-28	4	EA	Back Cover ADJ Screw, Part # 31871-070 1500X	No Quote	No Quote	$13.87	$55.48
2-29	4	EA	Back Cover Stud, Part # C1213 15991	$73.49	$293.96	$9.79	$39.16
2-30	4	EA	Back Cover Hand Nut, Part # 38115-202 15040	No Quote	No Quote	Obsolete	Obsolete
			Total cost for bid items 2-1 through 2-30		**$95,167.89**		**$22,432.74**
			Total cost for bid items 1-1 through 2-30		**$244,759.54**		**$45,771.11**
			Bid Items 3-1 and 3-2 would be to cover Gorman Rupp pump parts not identified within this bid document. This would include the pump models T4A3S-B, T6A3S-B and similar models.				
3-1		%	Manufactures List Price Minus Percentage.		No Bid		0%
			Primary Method as detailed under Specification and Special Instructions.				
3-2		%	Vendors Cost Plus Markup Percentage.		30%		
			Secondary Method as detailed under Specification and Special Instructions.				
			Term Length Options		Acceptable		Acceptable
4-1	6	h	06 Month Term Contract		Yes		No
4-2	12	Month	12 Month Term Contract		No		Yes
4-3	24	Mont	24 Month Term Contract		No		No
NOTES:							
Applied Industrial Technologies, Inc.: Items 1-28, 1-30, 2-14, 2-28 and 2-30 are noted: N/Q - Not a valid part number.							

Attachment: Bid Tab Gorman Rupp Pump Parts (RES-2025-214 : Award Bid #2025003 Gorman Rupp Pump Parts - CRS #5334)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30029 **RESOLUTION 2025-215** **ADOPTED**

Extension of Bid #2022028 Truck & Heavy Equipment Parts & Service - CRS #5338, 5339, 5341, 5350 & 5351

WHEREAS, Five Star Equipment, D&W Diesel, Regional International, Fleet Maintenance and Baschmann Services, Inc. have agreed to extend their contracts for Bid #2022028 Truck & Heavy Equipment Parts & Repair (Original CRS #3632, 3631, 3638, 3637 & 3630) while a new bid is issued for these services;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a three-month extension of the contract with Five Star Equipment, D&W Diesel, Regional International, Fleet Maintenance and Baschmann Services, Inc. for the period of February 17, 2025 through May 16, 2025; and

BE IT FURTHER RESOLVED, that these contracts will terminate once a replacement contract is issued; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extensions with Five Star Equipment, D&W Diesel, Regional International, Fleet Maintenance and Baschmann Services, Inc.

3/10/2025
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

February 5, 2025

Five Star Equipment, Inc.
284 Ellicott Road
Orchard Park, NY 14127

ATTN: Dave English, Customer Support Advisor

Re: Bid #2022028 – Truck & Heavy Duty Equipment Parts & Repair

Dear Mr. English:

The above listed contract will be expiring on February 16, 2025.

Please advise if Five Star Equipment, Inc. will agree to hold pricing for three months as per the contract wording below. This three-month extension will be effective until May 16, 2025 or will terminate once a replacement contract is issued.

"In the event the replacement Contract has not been issued, this Contract may be extended unilaterally by the Town of Amherst for an additional period of up to one month upon notice to the Contractor, with the same terms and conditions as the original Contract, including, but not limited to, quantities (prorated for such one-month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement Contract be issued in the interim."

X Yes, I agree to extend ____ No, I do not wish to extend

Company Name: Five Star Equipment, Inc.

Representative (Please print): Michael Anthon Title: Regional Operations Mgr.

Signature: [signature] Date: 2/5/25

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Five Star Equipment Signed Extension (RES-2025-215 : Extension of Bid #2022028 Truck & Heavy Equipment Parts & Service -

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

February 5, 2025

D & W Diesel, Inc.
1503 Clark Street Road
Auburn, NY 13021

ATTN: Susan Clickner, Bidding Coordinator

Re: Bid #2022028 – Truck & Heavy-Duty Equipment Parts & Repair

Dear Ms. Clickner:

The above listed contract will be expiring on February 16, 2025.

Please advise if D & W Diesel, Inc. will agree to hold pricing for three months as per the contract wording below. This three-month extension will be effective until May 16, 2025 or will terminate once a replacement contract is issued.

"In the event the replacement Contract has not been issued, this Contract may be extended unilaterally by the Town of Amherst for an additional period of up to one month upon notice to the Contractor, with the same terms and conditions as the original Contract, including, but not limited to, quantities (prorated for such one-month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement Contract be issued in the interim."

_____

X Yes, I agree to extend ____ No, I do not wish to extend

Company Name: D&W Diesel, Inc.

Representative (Please print): Susan Clickner Title: Bid Coordinator

Signature: Susan Clickner Date: 2/5/2025

Acceptance by the Town of Amherst:

_____

Brian Kulpa, Supervisor Date

Attachment: D&W Diesel Signed Extension Agreement (RES-2025-215 : Extension of Bid #2022028 Truck & Heavy Equipment Parts & Service -

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

February 5, 2025

Regional International Corp.
2425 Walden Avenue
Buffalo, NY 14225

ATN: Gina L. Carello, Executive Vice President

Re: Bid #2022028 – Truck & Heavy Duty Equipment Parts & Repair

Three Month Contract Extension

Dear Ms. Carello:

The above listed contract will be expiring on February 16, 2025.

Please advise if Regional International will agree to hold pricing for three months as per the contract wording below. This three-month extension will be effective until May 16, 2025 or will terminate once a replacement contract is issued.

"In the event the replacement Contract has not been issued, this Contract may be extended unilaterally by the Town of Amherst for an additional period of up to one month upon notice to the Contractor, with the same terms and conditions as the original Contract, including, but not limited to, quantities (prorated for such one-month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement Contract be issued in the interim."

_____

__X___ Yes, I agree to extend _____ No, I do not wish to extend

Company Name: __Regional International Corp. _____

Representative (Please print):_Gina L Carello_____ Title: __Executive Vice President_

Signature: ___Gina L Carello_____ Date: ___2.6.2025_____

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Regional Signed Extension Memo (RES-2025-215 : Extension of Bid #2022028 Truck & Heavy Equipment Parts & Service - CRS

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

February 5, 2025

Fleet Maintenance, Inc.
67 Ransier Drive
West Seneca, NY 14224

ATTN: Jonathan Clark, Vice President

Re: Bid #2022028 – Truck & Heavy Duty Equipment Parts & Repair

Dear Mr. Clark:

The above listed contract will be expiring on February 16, 2025.

Please advise if Fleet Maintenance, Inc. will agree to hold pricing for three months as per the contract wording below. This three-month extension will be effective until May 16, 2025 or will terminate once a replacement contract is issued.

"In the event the replacement Contract has not been issued, this Contract may be extended unilaterally by the Town of Amherst for an additional period of up to one month upon notice to the Contractor, with the same terms and conditions as the original Contract, including, but not limited to, quantities (prorated for such one-month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement Contract be issued in the interim."

X Yes, I agree to extend ____ No, I do not wish to extend

Company Name: Fleet Maintenance Inc

Representative (Please print): Deborah Gaumon Title: President

Signature: Deborah Gaumon Date: 2/05/2025

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Fleet Maintenance Signed Extension Agreement (RES-2025-215 : Extension of Bid #2022028 Truck & Heavy Equipment Parts &

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

February 5, 2025

Baschmann Services
1101 Maple Road
Elma, NY 14059

ATTN: Peter P. Baschmann

Re: Bid #2022028 – Truck & Heavy-Duty Equipment Parks & Repair

Dear Mr. Baschmann:

The above listed contract will be expiring on February 16, 2025.

Please advise if Baschmann Services will agree to hold pricing for three months as per the contract wording below. This three-month extension will be effective until May 16, 2025 or will terminate once a replacement contract is issued.

"In the event the replacement Contract has not been issued, this Contract may be extended unilaterally by the Town of Amherst for an additional period of up to one month upon notice to the Contractor, with the same terms and conditions as the original Contract, including, but not limited to, quantities (prorated for such one-month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement Contract be issued in the interim."

__X__ Yes, I agree to extend _____ No, I do not wish to extend

Company Name: Baschmann Services Inc.

Representative (Please print): Peter Baschmann Title: V.P. General Mgr.

Signature: Peter P. Baschmann Date: 2-6-2025

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Baschmann signed extension memo (RES-2025-215 : Extension of Bid #2022028 Truck & Heavy Equipment Parts & Service - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30035 **RESOLUTION 2025-216** **ADOPTED**

Award Bid #2025004 Town Wide Electrical - CRS #5342

WHEREAS, the Contract Compliance and Administration Department received bids on February 6, 2025 for Town Wide Electrical; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Goodwin Electric Corporation.

3/10/2025
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

Bid #2025004 Town Wide Electrical					
Low Bidder			Vendor Name:	Goodwin Electric Corp.	
Item #	QTY	U/M		Unit Price	Total Price
1	300	HR	**Standard Hourly Rate** - Normal working hours, Monday through Friday, 7:30 a.m. to 4:30 p.m.	$130.00	$39,000.00
2	150	HR	**Overtime Hourly Rate** - Overtime working hours, Monday through Friday, 4:31 p.m. through 7:29 a.m., Anytime Saturdays, Sundays and Federal Holidays.	$195.00	$29,250.00
3	$5,000	%	**Materials / Parts Cost Plus Rate** All parts and materials to be billed at suppliers' invoice plus this mark-up percentage of: This will be charged to the Town of Amherst as follows: **Vendor Cost* (+) a markup of ____% Percent.** *To verify cost, vendor will need to send a copy of the original purchase receipt at time of invoicing.	25%	$6,250.00
			Quantities are estimates and are not guaranteed		
			No Additional Charges Will Be Allowed		

Attachment: Bid Tab Town Wide Electrical (RES-2025-216 : Award Bid #2025004 Town Wide Electrical - CRS #5342)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30052 **RESOLUTION 2025-217** **ADOPTED**

Award Bid #2025005 Town Wide Towing & Road Service - CRS #5353 & 5354

WHEREAS, the Contract Compliance and Administration Department received bids on February 6, 2025 for Town Wide Towing & Road Service; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to 2113 Factory Outlet Blvd., dba United Auto Towing and to Rusiniak's Service, Inc., as per the bid tabulation; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with 2113 Factory Outlet Blvd., dba United Auto Towing and Rusiniak's Service, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the last contract expired on March 5, 2025.

3/10/2025
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

Bid #2025005 Town Wide Towing & Road Service					
Low Bid	Vendor	2113 Factory Outlet Blvd. dba United Auto Towing	Dadswell Thruway Services, Inc.	Rusiniaks Service, Inc.	~~9180 Transit Road Inc. dba Becker's Towing & Recovery~~
ITEM NO.	CATALOG NO/DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	~~UNIT PRICE~~
	TOWING				
	Hook Up Charge				
1a	Light Duty	$100.00	$85.00	$100.00	~~$65.00~~
1b	Medium Duty	No Bid	No Bid	$215.00/Hr.	~~$190.00/Hr.~~
1c	Heavy Duty	No BId	No Bid	$275.00/Hr.	~~$225.00/Hr.~~
	Flat Bed				
2a	Light Duty	$100.00	$85.00	$100.00	~~$65.00~~
2b	Medium Duty	No Bid	No Bid	$215.00/Hr.	~~$190.00/Hr.~~
2c	Heavy Duty	No Bid	No Bid	$275.00/Hr.	~~No Bid~~
	Price Per Mile – Port to Port				
3a	Light Duty	$3.00 (5 Free Miles)	$5.00	$6.00	~~$2.50~~
3b	Medium Duty	No Bid	No Bid	No Bid	~~No Bid~~
3c	Heavy Duty	No Bid	No Bid	No Bid	~~No Bid~~
	BATTERY SERVICE				
	Jump Start				
4a	Light Duty	$50.00	$95.00	$125.00	~~$65.00~~
4b	Medium Duty	No Bid	No Bid	$100.00 service truck fee plus $145.00/hr. labor	~~No Bid~~
4c	Heavy Duty	No Bid	No Bid	$100.00 service truck fee plus $145.00/hr. labor	~~No Bid~~
	Battery Replacement				
5a	Light Duty	No Bid	No Bid	No Bid	~~Cost of Battery + $95.00/Hr.~~
5b	Medium Duty	No Bid	No Bid	No Bid	~~Cost of Battery + $95.00/Hr.~~
5c	Heavy Duty	No Bid	No Bid	No Bid	~~Cost of Battery + $95.00/Hr.~~
	LOCK OUT SERVICE				
7a	Light Duty	$50.00	$95.00	$125.00	~~$65.00~~
7b	Medium Duty	No Bid	No Bid	$110.00 service truck fee plus $145.00/hr. labor	~~$95.00~~
7c	Heavy Duty	No Bid	No Bid	$110.00 service truck fee plus $145.00/hr. labor	~~$95.00~~
	WINCHING SERVICE				
8a	Light Duty	$55.00	$125.00/Hr.	$150.00	~~$65.00 First Quarter Hr.~~
8b	Medium Duty	No Bid	No Bid	$215.00/Hr.	~~$190.00/Hr.~~
8c	Heavy Duty	No Bid	No Bid	$275.00/Hr.	~~$225.00/Hr.~~
	24-Hour Phone Number	716-818-7453	716-633-7276	716-656-8479	~~716-688-9852~~
	NO ADDITIONAL CHARGES ALLOWED				

NOTES:

Dadswell - Pricing per Erie County Towing Services Contract.

Rusiniaks Service - Lines 7b, 7c, 8b, and 8c confirmed via email that there is a service truck fee plus a per hour labor charge.

9180 Transit Road dba Becker's Towing - did not complete the Non-Collusive Certification. Therefore, their bid is non-responsive per NYS GML 103-d.

Attachment: Bid Tab Town Wide Towing (RES-2025-217 : Award Bid #2025005 Town Wide Towing & Road Service - CRS #5353 & 5354)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30120 **RESOLUTION 2025-218** **ADOPTED**

Award Bid #2025006 Vacall Combination Sewer Cleaner - Highway Department - CRS #5360

WHEREAS, the Contract Compliance and Administration Department received bids on February 6, 2025 for a Vacall Combination Sewer Cleaner; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Guthrie Heli-Arc, Inc. AKA Guthrie Sales & Service; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Guthrie Heli-Arc, Inc. AKA Guthrie Sales & Service.

3/10/2025
Consent

FINANCIAL IMPACT:

KP2504-2600; Amount $507.331

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

Bid #2025006 Vacall Combination Sewer Cleaner			
Low Bid	Vendor	Guthrie Heli-Arc, Inc. AKA Guthrie Sales & Service	~~Joe Johnson Equipment, LLC~~
ITEM No.	CATALOG NO/DESCRIPTION		
1	Vacall AJV610 AllJetVac Combination Sewer Cleaner	$507,331.00	~~$511,862.00~~
	No Additional Charges Will be Allowed.		
NOTES:			
Guthrie Heli-Arc: Includes 600'x1" sewer cleaning hose at no additional cost; Lifetime warranty on debris body at no additional cost; Option: page 10, item 16 - cash discount 1% off unit price if paid in 5 business days of contract award.			
Joe Johnson: Bid a Vactor 2100 Combination Sewer Cleaner which does not meet specification.			

Attachment: Bid Tab Vacall Combination Sewer Cleaner (RES-2025-218 : Award Bid #2025006 Vacall Combination Sewer Cleaner - Highway

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Court
Initiated by: **Kim Kern**
Co-Sponsored by:

DOC ID: 30044 **RESOLUTION 2025-219** **ADOPTED**

6Th Month Extension of Edward Byrne Memorial Justice Assistance Grant CRS #5344

Whereas, kindly adopt a resolution authorizing the Supervisor to adopt and execute a six-month extension on a previously approved and executed Grant between the Town of Amherst (Court) and the New York State Division of Criminal Justice Services (NYSDCJS) with regard to the Byrne Memorial Justice Assistance Grant awarded the Amherst Town Court, CRS ID #5344 is attached.

3/10/2025
Consent

FINANCIAL IMPACT:

Grant

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: 03/10/25 07:00 PM
Department: Court
Initiated by: **Kim Kern**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 30151 **RESOLUTION 2025-220** **ADOPTED**

Amherst Town Justice to Attend Taking the Bench Certification Course

Newly appointed Amherst Town Justice to attend the Spring 2025 Taking the Bench Certification Course in Albany, NY from 4/6/2025 to 4/11/2025 at a cost of $1,380.79.

3/10/2025
Consent

FINANCIAL IMPACT:

There are sufficient funds in the Court budget.

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
Jeffrey E. Marion	8758	Court	(716)689-4250

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
4/6/2025	4/11/2025	Albany, NY	Taking the Bench Certification Course

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 560 @ $0.67	375.20	A1110.4050	
Tolls	25.56	A1110.4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 5 @ $ 117	585.00	A1110.4040	
Meals:			
IRS Per Diem Per Day: 86			
1st & Last Day of Travel @ 75%	64.50	A1110.4040	
# Breakfasts @ $	included		
# Lunches @ $	included		
# Dinners 5 @ $ 36	180.00	A1110.4040	
# Incidentals 5 @ $ 5	25.00	A1110.4040	
Registration/Conference Fee			
Other			
Subtotal	1,255.26 -		N/A
Contingency - 10% of subtotal or $200	125.53 -		N/A
TOTAL	1380.79 -		

Request Approved By:

Kimberly C Kerwin

Department Head Signature

3/4/2025

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

X:\Policies and Procedures\Travel\Travel Expense Reimbursement 2024

Attachment: DOC030425-03042025154101 (RES-2025-220 : Amherst Town Justice to Attend Taking the Bench Certification Course)

New York State
Unified Court System
Office of Justice Court Support

HON. JOSEPH A. ZAYAS
Chief Administrative Judge

HON. NORMAN ST. GEORGE
First Deputy Chief Administrative Judge

HON. JAMES P. MURPHY
Deputy Chief Administrative Judge
Courts Outside New York City

MICHELE K. CONLEY
Director

PLEASE DISTRIBUTE TO ALL NEWLY ELECTED OR APPOINTED JUSTICES TAKING THE BENCH CERTIFICATION COURSE SPRING 2025

The Office of Court Administration is offering a Spring 2025 Taking the Bench Certification Course for newly elected or appointed Town and Village Justices. Taking the Bench is comprised of two separate training sessions, consisting of a five-day training, followed by a subsequent follow-up a few months later. The first session will be held at the Deputy Chief Administrative Judge's Training Room located at 187 Wolf Road (2nd Floor), Albany on April 7th (Monday), April 8th (Tuesday), April 9th (Wednesday), April 10th (Thursday) and April 11th (Friday), 2025. Breakfast is provided for all registrants from 8:00 a.m. to 9:00 a.m., classes start at 9:00 a.m. and lunch will be provided each day. The second session will be held Live Virtual on Microsoft Teams on June 12th (Thursday) and June 13th (Friday), 2025.

Each newly elected or appointed Town or Village Justice, who is not a member of the New York State Bar, is required pursuant to §17.2 of the Rules of the Chief Judge (22 NYCRR 17.2) to attend the first available Certification Course after his/her appointment or election. A non-lawyer Town or Village Justice may not assume the functions of the office until he or she has filed a certificate of completion of the Certification Course with his/her municipality (Uniform Justice Court Act §105). Attorney Justices are strongly encouraged to attend, and some Continuing Legal Education (CLE) credits may be available for attending attorney judges.

Justices will receive their certification to assume the bench after successful completion of the "First Session" of Taking the Bench in April.

TRAINING DATES

Session 1	**Session 2**
April 7th, 8th, 9th, 10th, 11th Teams	June 12th, June 13th Live-Virtual on Microsoft
9:00am – 5:00pm	9:00am – 5:00pm

Training will be held at the Deputy Chief Administrative Judge's Training Room located at 187 Wolf Road (2nd Floor).

Attachment: DOC030425-0304202515410 1 (RES-2025-220 : Amherst Town Justice to Attend Taking the Bench Certification Course)

Check-in starts thirty (30) minutes prior to the beginning of classes. Classes begin at 9:00 a.m. each day and classes will conclude by 5:00 p.m. each day. Justices will be advised of any changes to the schedule, as necessary. A detailed schedule will be provided on the first day of class.

Anyone who requires any accommodations due to a disability, should contact the Office of Justice Court Support at 1-800-232-0630.

REGISTRATION

To register for the Spring 2025 Taking the Bench Certification Program, please go to the following website **beginning Wednesday, March 19, 2025, at 8:00 am** (registration will close as of noon on Friday, April 4, 2023):

https://fm-web-22.nycourts.gov/fmi/webd/TVREGISTRATION

The "account name" is **'court'** and the "password" is **'court'**.

TRAINING MATERIALS

Updated training materials will be available on the Town and Village Courts website http://www.nycourts.gov/justicecourts and on mycje.learnupon.com. Registered Judges will receive an email with instructions on how to access the materials on the password protected website.

COST AND EXPENSE REIMBURSEMENT

No fee is charged to attend the Spring 2025 Taking the Bench Certification Course. Those attending must provide their own transportation and accommodations. The General Municipal Law provides that all actual and necessary expenses of travel and lodging incurred for attendance at a conference are a municipal charge. Justices must comply with the provisions of General Municipal Law §77(b) to obtain reimbursement. Breakfast is provided for all registrants from 8:00 a.m. to 9:00 a.m., classes start at 9:00 a.m. and lunch will be provided each day.

In addition, all towns and villages are required by law to pay the expenses of a Justice or Justice-elect who is required to attend a training program (Uniform Justice Court Act §105 and Town Law §31).

ACCOMMODATIONS

***JUSTICES MUST MAKE THEIR OWN HOTEL AND OTHER TRAVEL ARRANGEMENTS. ***

There are numerous hotels conveniently located nearby. Several are listed below. The State rate for Albany is $117.

Crowne Plaza - Albany Desmond Hotel and Conference Center – 660 Albany Shaker Rd, Albany, NY 12211 Telephone: (518) 869-8100

Homewood Suites by Hilton Albany – 216 Wolf Road, Albany, NY 12205
Telephone: (518) 438-4300

Attachment: DOC030425-0304202515410 1 (RES-2025-220 : Amherst Town Justice to Attend Taking the Bench Certification Course)

Marriott – 189 Wolf Road, Albany, NY 12205
Telephone: (518) 458-8444

Holiday Inn Express & Suites Albany Airport – 16 Wolf Rd, Albany, NY 12205
Telephone: (518) 459-3600

Staybridge Suites Albany Wolf Rd – Colonie Center – 39 Wolf Road Albany, NY 12205
Telephone: (518) 438-3300

Attachment: DOC030425-03042025154101 (RES-2025-220 : Amherst Town Justice to Attend Taking the Bench Certification Course)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30109 **RESOLUTION 2025-221** **ADOPTED**

Change Order No. 02-EC & Final – Industrial Power and Lighting Corp. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5337

We are requesting the Town Board Consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which decreases the overall contract by $21,443.53. This change reflects a credit received associated with a revision to the electrical service installation as well as overall changes in materials needed for its installation and other equipment installed throughout the building. Upon approval, the total value of the referenced contract will be reduced to $448,079.71

This credit shall be applied to the project account KP2303.4972.

Thank you for considering this request

3/10/2025
Consent

FINANCIAL IMPACT:

Upon approval, the total value of the referenced contract will be reduced to $448,079.71 - This credit shall be applied to the project account KP2303.4972

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:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
ROYAL PARK SPORTS COMPLEX TOWN JOB NO. 2019-055	Contract For: Electrical Construction Date: May 13,2024	Change Order Number: 02-EC & Final Date: February 4, 2025
OWNER:	**ARCHITECT:**	**CONTRACTOR:**
TOWN OF AMHERST 5583 MAIN ST. WILLIAMSVILLE, NY 14221	Wendel WD Architecture, Engineering Surveying & Landscape Architecture P.C. 375 Essjay Road, Suite 200 Williamsville, NY 14221	Industrial Power and Lighting Corp. 60 Depot Street Buffalo, NY 14206

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.)
Add/Credit from Original Scope (RFP 02A & B), Add for Transformers for Louver Actuators (RFP 23), Add for Circuit Breaker Feeding Pressbox Panel (RFP 24)

The original Contract Sum was	$	443,700.00
The net change by previously authorized Change Orders	$	25,823.24
The Contract Sum prior to this Change Order was	$	469,523.24
The Contract Sum will be increased by this Change Order in the amount of	$	(21,443.53)
The new Contract Sum, including this Change Order, will be	$	448,079.71

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	Industrial Power and Lighting Corp	Town of Amherst
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
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: Change Order 02 - IPL Agenda Backup (RES-2025-221 : Change Order No. 02-EC & Final – Industrial Power and Lighting Corp.)

IPL Summary of Proposal Request for Change Order 02-EC

RFP002 Revised Electrical Service	
Credit Recevied	$ (60,839.88)
Additional Cost	$ 36,318.73
Net Total	$ (24,521.15)
RFP023 Transformer for Louver Actuator	
Additional Cost	$ 1,584.94
RFP024 Circuit Breaker Feeding Pressbox	
Additional Cost	$ 1,492.68
Overall Total	**$ (21,443.53)**

Attachment: Change Order 02 - IPL Agenda Backup (RES-2025-221 : Change Order No. 02-EC & Final – Industrial Power and Lighting Corp.)

Wendel

REQUEST FOR PROPOSAL

375 Essjay Road
Suite 200
Williamsville, NY 14221

Phone: (716) 688-0766
Fax: (716) 625-6825

No. 002

TITLE:	***Revised Electrical Service***	**DATE:**	July 24, 2024
PROJECT:	***Royal Park Sports Complex***	**PROJECT NO:**	261341
TO:	Industrial Power & Lighting 60 Depot Street Buffalo, New York 14206	**CONTRACT NO:**	Electrical 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:

1. Secondary underground ductbank from new utility pole to new 400A disconnect switch.

Please provide an itemized credit for the following changes:

1. Removal of transformer Pad
2. Removal of bollards
3. Primary underground ductbank from existing pole to transformer pad.
4. Secondary underground ductbank from transformer pad to 600A disconnect switch.
5. Smaller disconnect switch, went from a 600A to 400A rating.
6. Smaller I-Line distribution Panel 600A MLO to a 400A MLO rating.

Attachments:

- Drawing sheet E102 dated 07-24-2024.
- Drawing sheet E103 dated 07-24-2024.
- Drawing sheet E502 dated 07-24-2024.

REQUESTED BY:

Vadim Belous, Electrical Designer

Attachment: Change Order 02 - IPL Agenda Backup (RES-2025-221 : Change Order No. 02-EC & Final – Industrial Power and Lighting Corp.)

CHANGE REQUEST

Industrial Power and Lighting Corp
60 Depot Street
Buffalo, NY 14206

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

CCN # 1A
CCN Date 7/25/2024
REVISED SERVICE SIZE - CREDIT
Project Name: Royal Park Sports Complex
Project Number: 240009
Page Number: 1

Work Description

Change per Wendel RFP #002 - Dated 7/24/24.

CREDIT:
- Removal of Transformer Pad
- Removal of bollards around Transfomer Pad
- Primary underground ductbank from existing pole to transformer pad.
- Secondary underground ductbank from transformer pad to 600A disconnect switch.
- Smaller disconnect switch, went from a 600A to 400A rating.
- Smaller I-Line distribution Panel 600A MLO to a 400A MLO rating.
- Communications Manhole.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
4" CONDUIT - RMC - GALV	-20	-566.23	-7.50
4" COUPLING - RMC - GALV	-20	-846.37	-0.00
4" ELBOW 90 DEG - RMC - GALV	-10	-1,541.74	-1.00
4" LOCKNUT - STEEL	-10	-131.71	-0.60
4" CONDUIT - PVC80	-370	-2,870.83	-85.10
4" ADAPTER MALE - PVC	-10	-45.33	-1.00
4 x 3" BASE SPACER	-60	-94.79	-7.20
#350 THHN BLACK	-680	-5,716.15	-21.08
# 1 THHN GREEN	-170	-362.03	-4.04
COMPRESSION LUG - CU W/ 1- 9/16" HOLE - #350 CU WIRE	-16	-287.16	-9.60
UG WARNING TAPE - RED 6" WIDE - PER FOOT	-165	-82.50	-0.00
Totals	**-1,531**	**-12,544.85**	**-137.12**

Summary

MATERIAL		
General Materials		-12,544.85
Quoted Materials		-36,346.00
Total Material		**-48,890.85**
LABOR		
Foreman - 1st (41)	(-13.71 Hrs @ $94.37)	-1,293.81
Journeyman - 1st (41)	(-123.41 Hrs @ $86.34)	-10,655.22
Total Labor		**-11,949.03**

ORIGINAL

Attachment: Change Order 02 - IPL Agenda Backup (RES-2025-221 : Change Order No. 02-EC & Final – Industrial Power and Lighting Corp.)

CHANGE REQUEST

Town of Amherst - Engineering

Industrial Power and Lighting Corp

60 Depot Street
Buffalo, NY 14206

CCN # 1A
CCN Date 7/25/2024
REVISED SERVICE SIZE - CREDIT
Project Name: Royal Park Sports Complex
Project Number: 240009
Page Number: 2

Summary (Cont'd)

FINAL AMOUNTS

Final Amount **$-60,839.88**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 1A
Final Amount: $-60,839.88

Name: _____

Date: _____

Signature: _____

Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

GENERAL REQUIREMENTS

Acceptance of this change request may extend contract by 30 days.
IPL reserves the right to correct any and all errors and omissions.
IPL reserves the right to adjust our costs due to COVID-19 requirements.

ORIGINAL

Attachment: Change Order 02 - IPL Agenda Backup (RES-2025-221 : Change Order No. 02-EC & Final – Industrial Power and Lighting Corp.)

IPL Electric - RFP-002 - Quoted Material Credit Breakdown:

Original Gear Price	$ 28,000.00
RFP-002 Gear Price	$ 26,500.00
GEAR CREDIT	$ 1,500.00
Original Excavation Price	$ 58,000.00
RFP-002 Excavation Price	$ 29,850.00
EXCAVATION CREDIT	$ 28,150.00
Precast XFMR PAD CREDIT	$ 4,054.00
Precast HANDHOLE CREDIT	$ 2,642.00
TOTAL QUOTED CREDITS	**$ 36,346.00**

*Note: refer to quotes attached below

Attachment: Change Order 02 - IPL Agenda Backup (RES-2025-221 : Change Order No. 02-EC & Final – Industrial Power and Lighting Corp.)

CHANGE REQUEST

Industrial Power and Lighting Corp
60 Depot Street
Buffalo, NY 14206

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

CCN # 1B
CCN Date 7/25/2024
REVISED SERVICE SIZE - ADD
Project Name: Royal Park Sports Complex
Project Number: 240009
Page Number: 1

Work Description

Change due to new utility pole location - RFP#002.

ADD - REVISED SERVICE:

- Furnish and install (2) 4" PVC conduits from the the service pedestal location to the utility pole. [1 conduit is a spare]
- Furnish and install (1) set of (4) #500MCM Copper in (1) of the (2) 4" conduits.
- Furnish and install (1) 4" PVC conduits from the the service pedestal location panel HPP1.
- Furnish and install (1) set of (4) #500MCM Copper w/ (1) #2 AWG Ground.
- Furnish and install (1) new service pedestal.
- Furnish and install (3) 6" concrete filled steel bollards to protect the service pedestal.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
4" CONDUIT - RMC - GALV	20	566.23	7.50
4" COUPLING - RMC - GALV	6	253.91	0.00
4" ELBOW 90 DEG - RMC - GALV	2	308.35	0.20
4" LOCKNUT - STEEL	5	65.85	0.30
4" 2-PC STRUT CLAMP RMC / IMC - STEEL	2	6.76	0.24
4" CONDUIT - PVC80	290	2,250.11	66.70
4" ELBOW 90 DEG - PVC80	8	549.30	0.80
4" COUPLING - PVC	16	50.73	0.00
4" ADAPTER MALE - PVC	5	22.67	0.50
#500 THHN BLACK	1,040	12,423.11	42.64
# 2 THHN GREEN	135	232.51	2.81
COMPRESSION LUG - CU W/ 1- 9/16" HOLE - #500 CU WIRE	8	153.18	4.80
5" DIA CORE 6" THICK WALL	1	29.00	3.13
ELECTRICAL SERVICE PEDESTAL	1	200.00	8.00
Totals	**1,539**	**17,111.72**	**137.62**

Summary

MATERIAL		
General Materials		17,111.72
Total Material		**17,111.72**
LABOR		
Foreman - 1st (41)	(13.76 Hrs @ $94.37)	1,298.53
Journeyman - 1st (41)	(123.86 Hrs @ $86.34)	10,694.07

ORIGINAL

Attachment: Change Order 02 - IPL Agenda Backup (RES-2025-221 : Change Order No. 02-EC & Final – Industrial Power and Lighting Corp.)

CHANGE REQUEST

Town of Amherst - Engineering

Industrial Power and Lighting Corp

60 Depot Street
Buffalo, NY 14206

CCN # 1B
CCN Date 7/25/2024
REVISED SERVICE SIZE - ADD
Project Name: Royal Park Sports Complex
Project Number: 240009
Page Number: 2

Summary (Cont'd)

Total Labor		**11,992.60**
OVERHEAD & PROFIT		
Overhead	(@ 10.000 %)	2,910.43
Profit	(@ 10.000 %)	3,201.48
Total Markups		**6,111.91**
SUBCONTRACTORS		
ADD (3) BOLLARDS - EXCAVATOR	($1,050.00 + 0.000 % + 0.000 % + 5.000 %)	1,102.50
Total Subcontractors		**1,102.50**
FINAL AMOUNTS		
Final Amount		**$36,318.73**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 1B
Final Amount: $36,318.73

Name: _____

Date: _____

Signature: _____

Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

GENERAL REQUIREMENTS

Acceptance of this change request may extend contract by 30 days.
IPL reserves the right to correct any and all errors and omissions.
IPL reserves the right to adjust our costs due to COVID-19 requirements.

ORIGINAL

Attachment: Change Order 02 - IPL Agenda Backup (RES-2025-221 : Change Order No. 02-EC & Final – Industrial Power and Lighting Corp.)

CHANGE REQUEST

Industrial Power and Lighting Corp
60 Depot Street
Buffalo, NY 14206

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

CCN # 4
CCN Date 1/14/2025
ADD FOR ACTUATOR TRANSFORMERS
Project Name: Royal Park Sports Complex
Project Number: 240009
Page Number: 1

Work Description

Change due to unforeseen site conditions - RFP# 23

ADD - (7) 24V Transformers:
- Furnish and install (7) 24V transformers and wire them to the louver actuators.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
WIRE CONN YEL	21	4.26	1.68
4x 2 1/8" SQ BOX COMB KO	7	300.45	0.70
4" SQ BLANK COVER 1/2" KO	7	82.93	0.35
FUNCTIONAL DEVICES INC / RIB Class 2 Transformer: 20 VA Power Rating, '	7	122.50	5.25
Totals	**42**	**510.13**	**7.98**

Summary

MATERIAL		
General Materials		510.13
Total Material		**510.13**
LABOR		
Foreman - 1st (41)	(0.80 Hrs @ $94.37)	75.50
Journeyman - 1st (41)	(7.18 Hrs @ $86.34)	619.92
Total Labor		**695.42**
GENERAL EXPENSES		
Foerman Lost TIme - 12% Labor		83.45
Safety = 3% Labor		20.86
Total General Expenses		**104.31**
OVERHEAD & PROFIT		
Overhead	(@ 10.000 %)	130.99
Profit	(@ 10.000 %)	144.09
Total Markups		**275.08**

FINAL AMOUNTS

ORIGINAL

Attachment: Change Order 02 - IPL Agenda Backup (RES-2025-221 : Change Order No. 02-EC & Final – Industrial Power and Lighting Corp.)

CHANGE REQUEST

Town of Amherst - Engineering

Industrial Power and Lighting Corp

60 Depot Street
Buffalo, NY 14206

CCN #	**4**
CCN Date	1/14/2025
	ADD FOR ACTUATOR TRANSFORMERS
Project Name:	Royal Park Sports Complex
Project Number:	240009
Page Number:	2

Summary (Cont'd)

Final Amount	**$1,584.94**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # **4**
Final Amount: **$1,584.94**

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

GENERAL REQUIREMENTS

Acceptance of this change request may extend contract by 30 days.
IPL reserves the right to correct any and all errors and omissions.
IPL reserves the right to adjust our costs due to COVID-19 requirements.

ORIGINAL

Attachment: Change Order 02 - IPL Agenda Backup (RES-2025-221 : Change Order No. 02-EC & Final – Industrial Power and Lighting Corp.)

CHANGE REQUEST

Industrial Power and Lighting Corp
60 Depot Street
Buffalo, NY 14206

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

CCN # 3
CCN Date 1/14/2025
ADD FOR SIEMENS BREAKER
Project Name: Royal Park Sports Complex
Project Number: 240009
Page Number: 1

Work Description

Change due to change of circuit breaker size - RFP #24.

ADD - REVISED SERVICE:
- Remove (1) 150A 3P circuit breaker
- Furnish and install (1) 150A 2P Circuit Breaker.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
150A 2P BREAKER - NEMA 1	1	932.98	2.00
DEMO 150/3 BREAKER	1	0.00	1.00
Totals	**2**	**932.98**	**3.00**

Summary

MATERIAL		
General Materials		932.98
Total Material		**932.98**
LABOR		
Foreman - 1st (41)	(0.30 Hrs @ $94.37)	28.31
Journeyman - 1st (41)	(2.70 Hrs @ $86.34)	233.12
Total Labor		**261.43**
GENERAL EXPENSES		
Foerman Lost TIme - 12% Labor		31.37
Safety = 3% Labor		7.84
Total General Expenses		**39.21**
OVERHEAD & PROFIT		
Overhead	(@ 10.000 %)	123.36
Profit	(@ 10.000 %)	135.70
Total Markups		**259.06**
FINAL AMOUNTS		
Final Amount		**$1,492.68**

ORIGINAL

Attachment: Change Order 02 - IPL Agenda Backup (RES-2025-221 : Change Order No. 02-EC & Final – Industrial Power and Lighting Corp.)

CHANGE REQUEST
Town of Amherst - Engineering

Industrial Power and Lighting Corp
60 Depot Street
Buffalo, NY 14206

CCN #	**3**
CCN Date	1/14/2025
	ADD FOR SIEMENS BREAKER
Project Name:	Royal Park Sports Complex
Project Number:	240009
Page Number:	2

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # **3**
Final Amount: **$1,492.68**

Name: _____

Date: _____

Signature: _____

Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

GENERAL REQUIREMENTS

Acceptance of this change request may extend contract by 30 days.
IPL reserves the right to correct any and all errors and omissions.
IPL reserves the right to adjust our costs due to COVID-19 requirements.

ORIGINAL

Attachment: Change Order 02 - IPL Agenda Backup (RES-2025-221 : Change Order No. 02-EC & Final – Industrial Power and Lighting Corp.)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30110 **RESOLUTION 2025-222** **ADOPTED**

Authorization to Install One (1) Fire Hydrant Bauman Waterline Replacement Project TOA Project No. 2022.018

We are hereby requesting authorization to have one (1) fire hydrant installed at the above location.

The Erie County Water Authority and Erie County Department of Health require the installation of one (1) additional fire hydrant at the above location during the course of construction to satisfy current design standards regarding hydrant spacing on a public potable water distribution system. The hydrant will be the property of the Town of Amherst. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to approve the installation of the referenced hydrant. The Town is to pay the annual maintenance fee of $160.80 each for a total of $160.80.

May we have your approval for the installation of one (1) additional fire hydrant?

Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

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

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: 03/10/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30162 **RESOLUTION 2025-223** **ADOPTED**

Resolution Authorizing Supervisor to Sign a Utility Work Agreement (HC-140) for Sanitary Sewer Manhole Adjustment on Campbell Blvd (Route 270) from N. French Road to the Erie County Line NYSDOT PIN 5181.10; D265453 CRS #5361

The New York State Department of Transportation (NYSDOT) has an upcoming safety improvement project Campbell Blvd. between N. French Road and Erie County line, including a portion of N. French Road between Campbell Blvd. and I-990. As part of this project, it will be necessary for NYSDOT to adjust the Town's existing sanitary manhole covers within the project limits. Enclosed is a copy of NYSDOT Form HC-140 for the adjustment of sanitary manholes at **no** cost to the Town. As part of this coordination, the Town's Sewer Maintenance Division will adjust a sanitary flow monitor in the project work limits.

We are requesting an approved resolution authorizing the Supervisor to sign these utility work agreements granting the State of New York authority to perform the manhole cover adjustments for the Town of Amherst and agreeing that the Town will maintain the facilities adjusted via State-let contract.

The executed HC-140 Forms signed by the Town Supervisor will be sent along with a certified resolution to the NYSDOT and once fully executed they will return a fully executed agreement via email for our records.

This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

Enclosed is a copy of NYSDOT Form HC-140 for the adjustment of sanitary manholes at no cost to the Town.

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

Attachment: Campbell Blvd from North French (RES-2025-223 : Resolution Authorizing Supervisor to Sign a Utility Work Agreement)

RESOLUTION GRANTING THE STATE OF NEW YORK AUTHORITY TO PERFORM THE ADJUSTMENT FOR THE OWNER AND AGREE TO MAINTAIN FACILITIES ADJUSTED VIA STATE-LET CONTRACT

RESOLUTION 2025-XXX

WHEREAS, the New York State Department of Transportation proposes the capital project of

Safety Improvement Project
NY Route 270 (SH 0584) from North French Road to the Erie County Line
North French Road from Campbell Blvd. to I-990
PIN 5181.10, D265453

in the Town of Amherst, NY located in Erie County, and

WHEREAS, the State will include as part of the abovementioned project the adjustment of the Town's existing sanitary sewer manholes pursuant to Section 10, Subdivision 24, of the State Highway Law, as shown on the contract plans relating to the project and meeting the requirements of the owner, and

WHEREAS, the service life of the relocated and or replaced utilities has not been extended, and

WHEREAS, the adjustment of sanitary sewer facilities is at no cost to the Town of Amherst, and

WHEREAS, the State will provide for the adjustment of the above mentioned work, as shown on the contract plans relating to the above mentioned project.

NOW, THEREFORE,

BE IT RESOLVED, that the Town of Amherst approves of the adjustment of the Town's existing sanitary sewer manhole covers as shown on the contract plans, and

BE IT FURTHER RESOLVED, that the Town of Amherst will maintain or cause to be maintained the adjusted facilities as shown on the contract plans, and

BE IT FURTHER RESOLVED, that the Town Supervisor has the authority to sign, with the concurrence of the Town Board, any and all documentation that may become necessary as a result of this project as it relates to the Town of Amherst, and

BE IT FURTHER RESOLVED, that the Town Clerk of the Town of Amherst is hereby directed to transmit a certified copy of the foregoing resolution to the New York State Department of Transportation, and

BE IT FURTHER RESOLVED, that this Resolution is effective immediately.

****

I, , duly appointed and qualified , do hereby CERTIFY that the foregoing resolution was adopted at a meeting duly called and held in the office of, , a quorum being present on the day of , and that said copy is true, correct and compared copy of the original resolution so adopted and that the same has not been revoked or rescinded.

WITNESSETH, my hand and seal this day of

Francina J. Spoth, Town Clerk

1A

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 5181.10	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of Erie
Contract No.: D265453	

Project Description: Safety Improvement Project
NY Route 270 (SH 0584) from North French Road to the Erie County Line
North French Road from Campbell Blvd. to I-990

NYSDOT – Municipal Reimbursement by Items and Labor Exchange (ILE)

necessitates the adjustment of utility facilities as hereinafter described, the owner, **Town of Amherst - Sewer**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note, "Coordination with the Utility Schedule", and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. **Existing Facilities** (describe type, size, capacity, location, etc.)

Town of Amherst - Sewer has existing facilities:

Existing sanitary sewer lines within the highway boundary of NY 270 (Campbell Blvd.) and CR 299 (N. French Rd.)

Existing flow meter in a manhole in the NE corner of NY 270 (Campbell Blvd.) and CR 299 (N. French Rd.)

presently located on **NY State Right-of-Way** as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

1. Adjust manhole cover elevations. (Contractor)

2. Adjust readout of flowmeter resulting from the adjustment of manhole cover. (Owner)

per contract documents

for an estimated $ N/A

Attachment: Campbell Blvd from North French (RES-2025-223 : Resolution Authorizing Supervisor to Sign a Utility Work Agreement)

1A

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT

II. Financial Responsibility (check appropriate boxes):

☐ The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

☒ Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide, at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement if required.)

☐ Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly, or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)

☐ Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)

☐ Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.

☐ Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.

☐ The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

_____

_____

_____

_____

_____

Attachment: Campbell Blvd from North French (RES-2025-223 : Resolution Authorizing Supervisor to Sign a Utility Work Agreement)

1A

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

☒ Contract let by the Commissioner.

☐ Contract let by the Owner. (check applicable statement, i.e., a or b)

☐ a. Best Interests of State.

☐ b. Utility not sufficiently staffed or equipped.

☐ By the Owner's forces.

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

☒ There will be no extension of service life, improved capacity, nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

☐ There is betterment described as follows:

_____

_____

☐ The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

☐ The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of $_____ to cover the cost of the betterment as described above.

☐ The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

A. Privately Owned Property Agreement executed prior to the performance of the work.
B. Municipal Agreement executed prior to performance of the work.
C. Reimbursement Agreement executed prior to performance of the work.
D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

Attachment: Campbell Blvd from North French (RES-2025-223 : Resolution Authorizing Supervisor to Sign a Utility Work Agreement)

1A

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT

VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)

☒ Federal Highway Administration's Federal-Aid Policy Guide Part 645.

☒ Contract documents: Contract Number: D265453

PIN: 5181.10

Plan Sheets No.: Electronic copy of the proposed contract plans

☐ Owner's Plan Sheets _____

☐ Owner's Estimate Sheets Form No. FIN 223c

☒ Resolution dated _____, by _____

☒ Granting the State of New York authority to perform the adjustment for the owner.

☒ Agreeing to maintain facilities adjusted via State-let contract.

☐ Authorizing deposit of funds by the owner.

☒ Certification by the owner or his agent that he has the legal authority to enter into this agreement.

Sign Here with ink.

_____

(Print/Type Name) Owner or Agent (Signature) Title Date

Statewide Utility Engineer

Sherman Lane Title Date

For the NYSDOT Commissioner of Transportation

Attachment: Campbell Blvd from North French (RES-2025-223 : Resolution Authorizing Supervisor to Sign a Utility Work Agreement)

PIN 5181.10 1A

SPECIAL NOTE

COORDINATION WITH THE UTILITY SCHEDULE

The contractor must coordinate their schedule of operations with the various stakeholders involved with the project and shall verify facility information found in the contract documents. Facility adjustments required by the various stakeholders in connection with this project include:

The Town of Amherst – Sewer

Stakeholder's Field Contact:
Christopher Schregel, LSIT
Project Manager
Town of Amherst Engineering Dept.
1100 N. Forest Road,
Williamsville, NY 14221
O: (716) 631-7154
cschregel@amherst.ny.us

1. The Town of Amherst has existing sanitary sewer lines within the highway boundaries of NY 270 (Campbell Blvd.) and CR 299 (N. French Rd.)

2. Existing flow meter in a manhole in the NE corner of NY 270 (Campbell Blvd.) and CR 299 (N. French Rd.)

Reimbursable work to be done by the State's contractor:

The project includes the following work to be done, per details in the contract documents:

1. Adjustment of manhole cover elevations. (During construction by the State's Contractor.)

   The work is to be done by the State's contractor and paid by contract items.

   The notification must detail the work being done by the State's contractor, the location(s), and the schedule of the work. the Town of Amherst must be made aware of changes to the details above. the Town of Amherst has the option to monitor and inspect their existing facilities and the adjustments made to those facilities for the duration the State's contractor is performing work on the facilities specified above.

   The State's Engineer-In-Charge, in coordination with the State's contractor, shall notify the Town of Amherst in writing **2 weeks** before commencing work on the Town of Amherst's facilities.

Attachment: Campbell Blvd from North French (RES-2025-223 : Resolution Authorizing Supervisor to Sign a Utility Work Agreement)

Work to be done by the Town of Amherst:

2. Adjust readout of flowmeter resulting from the adjustment of manhole cover. (During construction by the stakeholder)

   The State's Engineer-In-Charge, in coordination with the State's contractor, shall notify the stakeholder in writing **2 week(s)** before the stakeholder is to begin their work.

   Once the stakeholder begins their work, they shall have the duration of **5 business day(s)** to complete their work.

The State's Engineer-In-Charge will provide record plans to the Town of Amherst.

Additional Notes

1. The Contractor is governed by and must adhere to the provisions of 16 NYCRR Part 753 (Protection of Underground Facilities).
2. The Standard Specifications shall apply to all utility facility adjustments.
3. The State's contractor shall refer to the "User's Guide to Safe Excavation Practices in New York State" found at https://udigny.org/resources/
4. The State's contractor shall verify the stakeholder's facility information found in the details in the contract documents and provide any additional information as requested in the contract documents. The State's contractor shall notify the State's Engineer-In-Charge (EIC) of any discrepancies that are found.
5. If there will be incursion into a stakeholder's facilities' tolerance zone, notify the stakeholder's field contact at least three (3) business days prior to beginning work near the stakeholder's facilities.
6. Any unintentional contact with a stakeholder's facility must be immediately reported to the State's Engineer-In-Charge. The stakeholder's field contact must give approval before work can continue.
7. If additional adjustments become necessary beyond those detailed in the contract documents, then additional adjustments and time frames shall be coordinated by the State's EIC. Such timeframes shall not be included within previously established time frames.

END OF COMBINED COORDINATION WITH THE UTILITY SCHEDULE

Revised 2023 November 10 – EJSC, AJP

Attachment: Campbell Blvd from North French (RES-2025-223 : Resolution Authorizing Supervisor to Sign a Utility Work Agreement)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30163 **RESOLUTION 2025-224** **ADOPTED**

Resolution Authorizing Supervisor to Sign Utility Work Agreements for A Street Light Transfer on Campbell Blvd (Route 270) from N. French Road to the Erie County Line NYSDOT PIN 5181.10; D265453; TOA Job #2025.012 CRS #5378

The New York State Department of Transportation (NYSDOT) has an upcoming safety improvement project Campbell Blvd. between N. French Road and Erie County line, including a portion of N. French Road between Campbell Blvd. and I-990. As part of this project, it will be necessary for the Town of Amherst to relocate a Town-owned street light fixture and bracket using the Town's LED Street Lighting maintenance contractor.

We are requesting approval of the attached resolution authorizing the Supervisor to sign the necessary utility work agreements that allow for the Town to be reimbursed by the State of New York for this work, at an estimated cost of $2,770.00. Funding is available from account A5182 – 4110.

Upon adoption, the executed HC-140 and MACC agreements signed by the Town Supervisor will be sent along with a certified resolution to the NYSDOT. Once fully executed, NYSDOT will return a fully executed agreement via email for our records. After work is complete, the Engineering Department will submit for reimbursement.

This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

Funding is available from account A5182 – 4110

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

RESOLUTION AUTHORIZING THE MUNICIPAL OFFICIAL TO ENTER INTO AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION

RESOLUTION 2025-XXX

WHEREAS, the New York State Department of Transportation proposes the capital project of

Safety Improvement Project
NY Route 270 (SH 0584) from North French Road to the Erie County Line
North French Road from Campbell Blvd. to I-990
PIN 5181.10, D265453

in the Town of Amherst, NY located in Erie County, and

WHEREAS, the State will include as part of the abovementioned project is relocating a utility pole with a street light and arm attached, as shown on the contract plans, and

WHEREAS, the Town of Amherst owns and maintains the street light and bracket arm on the utility pole identified to be relocated, and

WHEREAS, the Town of Amherst is responsible to relocate the street light arm and fixture, and

WHEREAS, the State will reimburse the Town in accordance with utility HC-140 and MACC agreements, and

NOW, THEREFORE,

BE IT FURTHER RESOLVED, that the Town of Amherst will coordinate the relocation of the street light arm and fixture as shown on the contract plans, and

BE IT FURTHER RESOLVED, that the Town Supervisor has the authority to sign, with the concurrence of the Town Board, any and all agreements with the New York State Department of Transportation regarding the State's construction project with the Project Identification Number (PIN) of 5181.10, and

BE IT FURTHER RESOLVED, that the Town Clerk of the Town of Amherst is hereby directed to transmit a certified copy of the foregoing resolution to the New York State Department of Transportation, and

BE IT FURTHER RESOLVED, that this Resolution is effective immediately.

****

I, , duly appointed and qualified , do hereby CERTIFY that the foregoing resolution was adopted at a meeting duly called and held in the office of, , a quorum being present on the day of , and that said copy is true, correct and compared copy of the original resolution so adopted and that the same has not been revoked or rescinded.

WITNESSETH, my hand and seal this day of

_____
Francina J. Spoth, Town Clerk

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

NEW YORK STATE | Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

ERIC MEKA, P.E.
Regional Director

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

February 12, 2025

Christopher Schregel, LSIT
Project Manager
Town of Amherst Engineering Dept.
1100 N. Forest Road,
Williamsville, NY 14221

RE: Safety Improvement Project
NY Route 270 (SH 0584) from North French Road to the Erie County Line
North French Road from Campbell Blvd. to I-990
PIN 5181.10, D265453

Dear Mr. Schregel:

Subject: Utility Work Agreement SL-MME for Approval

The New York State Department of Transportation is progressing the above-referenced capital project. The Town of Amherst has existing facilities within the project limits. The Town of Amherst's involvement in this project consists of **the relocation of bracket arms and luminaires**. The details of the required adjustments are shown in the electronic copy of the proposed contract plans accompanying this letter.

Also accompanying this letter is the Utility Work Agreement (HC-140) MME package for your approval. The Utility Work Agreement identifies adjustments to the Town of Amherst's facilities for the subject project. **The required adjustments for this project are to be performed by the Town of Amherst. Costs incurred by the Town of Amherst will be reimbursed by the State of New York** per the "New York State Department of Transportation Utility Reimbursement Procedure Manual". The estimated reimbursement is **$2,770.00**. A separate MACC agreement for reimbursement package will be sent to you for your approval.

Review the Estimate Summary Sheet (FIN-223c) with supporting documentation. The estimate is based upon a quote furnished by the Town of Amherst. The State Share and the agreement's estimated sum must match. The estimate of the State Share must be equal to or less than the final cost or a supplemental agreement will be required.

Provide one (1) copy of the certified resolution by your governing body approving the agreement and authorizing the appropriate office to approve documents. The copy of the resolution must be certified with a signature and a seal affixed to it. Enclosed is a sample of the Standard Resolution. The resolution must be in force **before** the documents can be approved by the authorized representative.

The documents must be approved by the authorized representative of the Town of Amherst and executed by the State of New York **before** any reimbursement payments can be made.

Please review, approve with an ink signature, and return the documents **no later than March 19, 2025.** The list of documents to be returned can be found at the end of this letter in the enclosure list. One (1) copy of the executed document package will be returned to you for your records.

The preferred method of returning the documents is by email. The documents can be scanned at 300 dpi and returned by replying to the initial document email using the email address Utility.Unit.R05@dot.ny.gov and cc Austin.Pilley@dot.ny.gov . Alternatively, a hard copy may be return by USPS to:

Regional Utility Unit
NYSDOT – Region 5
100 Seneca Street
Buffalo, New York 14203.

To receive reimbursement, the Town of Amherst will be required to complete and submit the appropriate Billing for Reimbursement Forms. Please see the accompanying "Guidance and Resources for Submitting Invoices to and Receiving Reimbursements from The New York State Department of Transportation (NYSDOT)" (Reimbursement Guidance) for information concerning reimbursement.

Any questions regarding the work to be done can be directed to Daniel Ludlow, Design Job Manager (DJM), at (716) 847-3222 or via e-mail at daniel.ludlow@dot.ny.gov. Questions regarding these forms can be directed to Ms. Ellen Carl, Regional Utility Engineer, at (716) 847-3572 or via e-mail at Ellen.Carl@dot.ny.gov.

Sincerely,

Ellen J. Carl
Regional Utility Engineer

EJSC/AJP/jlc

Enclosures:

Documents to be returned:

- Utility Work Agreement (HC-140) MME, Approved
- Coordination with the Utility Schedule Note
- Standard Resolution, Owner Does the Work - MME
- Estimate FIN-223c with supporting documentation, Approved

Information sheets for you to keep:

- Project Plans, Copy
- Resolution Sample – Owner Does the Work - MME
- Reimbursement Guidance

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

9A

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 5181.10	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of Erie
Contract No.: D265453	Owner's Work Order No.:

Project Description: Safety Improvement Project
NY Route 270 (SH 0584) from North French Road to the Erie County Line
North French Road from Campbell Blvd. to I-990

NYSDOT – Municipal Reimbursement by Monetary Exchange (SL-MME)

necessitates the adjustment of utility facilities as hereinafter described, the owner, **Town of Amherst**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note, "Coordination with the Utility Schedule", and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.)

The Town of Amherst has existing facilities:

Existing streetlights, bracket arms, and luminaires within the highway boundaries of NY 270 (Campbell Blvd.) and CR 299 (N. French Rd.) The street lighting service provider is National Grid.

presently located on **NY State Right of Way** as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

Relocation of bracket arms and luminaries.

per contract documents

for an estimated $ 2,770.00

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT

II. Financial Responsibility (check appropriate boxes):

☐ The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

☒ Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide, at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement if required.)

☐ Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly, or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)

☐ Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)

☐ Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.

☐ Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.

☒ The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

_____

_____

_____

_____

_____

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

☐ Contract let by the Commissioner.

☐ Contract let by the Owner. (check applicable statement, i.e., a or b)

☐ a. Best Interests of State.

☐ b. Utility not sufficiently staffed or equipped.

☒ By the Owner's forces.

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

☒ There will be no extension of service life, improved capacity, nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

☐ There is betterment described as follows:

_____

_____

☐ The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

☐ The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of $_____ to cover the cost of the betterment as described above.

☐ The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

A. Privately Owned Property Agreement executed prior to the performance of the work.
B. Municipal Agreement executed prior to performance of the work.
C. Reimbursement Agreement executed prior to performance of the work.
D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

9A

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT

VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)

☒ Federal Highway Administration's Federal-Aid Policy Guide Part 645.

☒ Contract documents: Contract Number: D265453

PIN: 5181.10

Plan Sheets No.: Electronic copy of the proposed contract plans

☐ Owner's Plan Sheets _____

☒ Owner's Estimate Sheets Form No. FIN 223c

☒ Resolution dated _____, by _____

☐ Granting the State of New York authority to perform the adjustment for the owner.

☐ Agreeing to maintain facilities adjusted via State-let contract.

☐ Authorizing deposit of funds by the owner.

☒ Certification by the owner or his agent that he has the legal authority to enter into this agreement.

Sign Here with ink.

(Print/Type Name) Owner or Agent	(Signature)	Title	Date

Statewide Utility Engineer

Sherman Lane For the NYSDOT Commissioner of Transportation	Title	Date

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

PIN 5181.10 9A

SPECIAL NOTE

COORDINATION WITH THE UTILITY SCHEDULE

The contractor must coordinate their schedule of operations with the various stakeholders involved with the project and shall verify facility information found in the contract documents. Facility adjustments required by the various stakeholders in connection with this project include:

The Town of Amherst – Street Lighting

Stakeholder's Field Contact:
Christopher Schregel, LSIT
Project Manager
Town of Amherst Engineering Dept.
1100 N. Forest Road,
Williamsville, NY 14221
O: (716) 631-7154
cschregel@amherst.ny.us

Town of Amherst's Street Lighting Service Provider
Nancy A. Smith,
Consumer Representative
National Grid
144 Kensington Ave.
Buffalo, NY 14214
O: (716) 831-7757
C: (716) 264-3517
Nancy.Smith@nationalgrid.com

The Town of Amherst has existing streetlights, bracket arms, and luminaires within the highway boundaries of NY 270 (Campbell Blvd.) and CR 299 (N. French Rd.)

The Town of Amherst's service provider, National Grid, in agreement with the town energizes the street lighting.

Reimbursable work to be done by the Town of Amherst Contractor:

The project includes the following work to be done at this location, per details in the contract documents:

1. Relocation of bracket arms and luminaries. (Before/During construction by the Town of Amherst.)

If the Town of Amherst desires to begin their facility adjustment prior to the State's contract being awarded, the Town of Amherst must contact Daniel Ludlow, Design Job Manager, at (716) 847-3222 or via e-mail at Daniel.Ludlow@dot.ny.gov prior to beginning their work. The Design Job Manager can provide survey control to map out pertinent features upon request.

If the Town of Amherst will not complete their facility adjustment until after contract award, the following applies:

The Town of Amherst, the stakeholder, requests notification to start scheduling work, obtaining supplies for their adjustments and provide enough time to notify customers of service interruption. The State's Engineer-In-Charge, in coordination with the State's

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

contractor, shall notify the stakeholder in writing **3 week(s)** before the stakeholder is to begin their work. The notification must detail the work being done by the stakeholder, the location(s), and the schedule of the work. The Town of Amherst must be made aware of changes to the details above.

Once the Town of Amherst begins their work, they shall have the duration of **10 business day(s)** to complete their work at each location and for each occurrence of work.

Additional Notes

1. The Contractor is governed by and must adhere to the provisions of 16 NYCRR Part 753 (Protection of Underground Facilities).
2. The Standard Specifications shall apply to all utility facility adjustments.
3. The State's contractor shall refer to the "User's Guide to Safe Excavation Practices in New York State" found at https://udigny.org/resources/
4. The stakeholder's "Work Zone Traffic Control" (WZTC) shall be coordinated with the State's Engineer-in-Charge" (EIC) and the State's contractor. Standard Sheets for Work Zone Traffic Control (WZTC) are available for your use. https://webapps.dot.ny.gov/work-zone-traffic-control
5. The State's contractor shall verify the stakeholder's facility information found in the details in the contract documents and provide any additional information as requested in the contract documents. The State's contractor shall notify the State's Engineer-In-Charge (EIC) of any discrepancies that are found.
6. The stakeholder adjustment time frame(s), as stated above, have been mutually established by the New York State Department of Transportation (NYSDOT) and the stakeholders. The timeframes are based upon the recommended sequence of construction. Alterations to the recommended sequence of construction may affect the time schedules for adjusting facilities. The contractor should expect that additional time may be required by the stakeholder for planning and material procurement.
7. The duration of the stakeholder's work shall not begin until the State's contractor has surveyed and staked out the assumed highway boundary and other pertinent features as requested by the stakeholder. Other limits may apply.
8. If there will be incursion into a stakeholder's facilities' tolerance zone, notify the stakeholder's field contact at least three (3) business days prior to beginning work near the stakeholder's facilities.
9. Any unintentional contact with a stakeholder's facility must be immediately reported to the State's Engineer-In-Charge. The stakeholder's field contact must give approval before work can continue.
10. If additional adjustments become necessary beyond those detailed in the contract documents, then additional adjustments and time frames shall be coordinated by the State's EIC. Such timeframes shall not be included within previously established timeframes.

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

Sl-1011, Revised 2013 December 06, EJSC

11. **The stakeholder must obtain a Highway Work Permit from NYSDOT Region 5 prior to beginning any work within the subject project limits. Please contact the Region 5 Utility Unit for additional guidance.**

END OF COMBINED COORDINATION WITH THE UTILITY SCHEDULE

Revised 2023 November 10 – EJSC, AJP

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

NEW YORK STATE | Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

ERIC MEKA, P.E.
Regional Director

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

February 12, 2025

Christopher Schregel, LSIT
Project Manager
Town of Amherst Engineering Dept.
1100 N. Forest Road,
Williamsville, NY 14221

RE: Safety Improvement Project
NY Route 270 (SH 0584) from North French Road to the Erie County Line
North French Road from Campbell Blvd. to I-990
PIN 5181.10, D265453

Dear Mr. Schregel:

Subject: MACC Agreement for Reimbursement SL-MME for Approval

Accompanying this letter is the MACC agreement for reimbursement with appendances between the Town of Amherst and the State of New York for the above-referenced project. This agreement is for the reimbursement to the Town of Amherst by the State of New York for costs incurred by required adjustments identified in the Utility Work Agreement (HC-140). The estimated reimbursement for the adjustments is **$2,770.00**.

Review the Estimate Summary Sheet (FIN-223c) with supporting documentation. The estimate is based upon a quote furnished by the Town of Amherst. The State Share and the agreement's estimated sum must match. The estimate of the State Share must be equal to or less than the final cost or a supplemental agreement will be required.

Provide one (1) copy of the resolution by your governing body concerning the work to be done for the subject project and authorizing the appropriate office to approve documents. The copy of the resolution must be certified with a signature and a seal affixed to it. For your information a copy of the current certified resolution for the above-referenced project has been enclosed. The resolution must be in force **before** the documents can be approved by the authorized representative.

The documents must be approved by the representative of the Town of Amherst and executed by the State of New York **before** any reimbursement payments can be made. Please review, approve with an ink signature, and return the documents **no later than March 19, 2025.** The list of documents to be returned can be found at the end of this letter in the enclosure list. One (1) copy of the executed document package will be returned to you for your records.

The preferred method of returning the documents is by email. The documents can be scanned at 300 dpi and returned by replying to the initial document email using the email

address Utility.Unit.R05@dot.ny.gov and cc Austin.Pilley@dot.ny.gov . Alternatively, a hard copy may be return by USPS to:

Regional Utility Unit
NYSDOT – Region 5
100 Seneca Street
Buffalo, New York 14203.

To receive reimbursement, the Town of Amherst will be required to complete and submit the appropriate Billing for Reimbursement Forms. Please see the accompanying "Guidance and Resources for Submitting Invoices to and Receiving Reimbursements from The New York State Department of Transportation (NYSDOT)" (Reimbursement Guidance) for information concerning reimbursement.

Any questions regarding the work to be done can be directed to Daniel Ludlow, Design Job Manager (DJM), at (716) 847-3222 or via e-mail at daniel.ludlow@dot.ny.gov. Questions regarding these forms can be directed to Ms. Ellen Carl, Regional Utility Engineer, at (716) 847-3572 or via e-mail at Ellen.Carl@dot.ny.gov.

Sincerely,

Ellen J. Carl
Regional Utility Engineer

EJSC/AJP/jlc

Enclosures:

Documents to be returned:

- Municipal Agreement in Connection with Cost (MACC) with Appendices A, A-1, and B, Approved
- Standard Resolution, Owner Does the Work - MME
- Estimate FIN-223c with supporting documentation, Approved

Information sheets for you to keep:

- Project Plans, Copy
- Resolution Sample – Owner Does the Work - MME
- Reimbursement Guidance.

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

AGREEMENT IN CONNECTION WITH COST OF RELOCATING
MUNICIPALLY OWNED FACILITIES MAINTAINED FOR PUBLIC USE
PURSUANT TO SECTION 10, SUBDIVSION 24 OF THE HIGHWAY LAW

Safety Improvement Project
NY Route 270 (SH 0584) from North French Road to the Erie County Line
North French Road from Campbell Blvd. to I-990
PIN 5181.10, D265453; AGREEMENT No _____

This agreement made this January 31 of 2025, by and between the People of the State of New York (hereinafter referred to as "State") acting by and through the Commissioner of Transportation (hereinafter referred to as "Commissioner") with the principal office at 50 Wolf Road in the City and County of Albany and State of New York, and the **Town of Amherst**, a Municipal Corporation in the **County of Erie,** State of New York (hereinafter referred to as "Municipality").

WITNESSETH:

WHEREAS, the Municipality is desirous of having the work of removal, relocation, replacement and reconstruction of such facilities performed, in accordance with the provisions of this agreement.

NOW, THEREFORE, in consideration of the mutual benefits moving to each of the parties hereto, and in pursuance of Subdivision 24 of Section 10 of the Highway Law, it is agreed as follows, viz:

1. Documents Forming This Agreement: The parties agree that the Agreement consists of the following:

   a. Agreement: This document, entitled "Agreement in Connection with Cost of Relocating Municipally Owned Facilities Maintained for Public Use" (Section 10, Subdivision 24 of the Highway Law);
   b. Appendix "A" – Standard Clauses for New York State Contracts;
   c. Appendix "A-1" – Supplemental Title VI Provisions (Civil Rights Act);
   d. Appendix "B" – Requirements for Federally-Aided Transportation Projects (if necessary;
   e. Resolution(s) – duly adopted resolutions.

2. General Description of Work: Such work herein contemplated consists generally of the relocation of bracket arms and luminaries in connection with **Construction Contract D265453** and other facilities in connection therewith as shown and described generally or particularly in the plans, estimates, and specifications which provide; such plans, estimates and specifications having been heretofore submitted to and having been duly approved by the Municipality and Commissioner.

3. Time Schedule: Such work shall be undertaken and completed in accordance with a time schedule established by the State in conjunction with the Municipality. The Municipality shall coordinate its activities with the State's construction contractor so as to avoid unnecessary delays. The Municipality agrees and understands that adherence to such time frames is essential to the orderly progression of the State highway project by the State's contractor. Delays to the project caused by the failure of the Municipality to adhere to the

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

time schedule may result in damages to the State. Such damages may include actual liability by the State to its highway contractor which is measurable by a negotiated settlement or court award, and/or other ascertainable damages. In addition, there may be other damages suffered by the People of the State of New York using the highway Facilities and by the Department which are incapable of or are very difficult to accurately estimate, including but not limited, to the inconvenience to the public of not being able to use the improved facility, and additional overhead, administrative and other personnel costs suffered by the Department in managing the delayed highway project.

In the event that the Municipality fails to relocate or adjust its Facilities in accordance with the aforementioned time schedule, the Municipality understands that, under the provisions of common law or any applicable statute, it may be responsible for the failure to relocate or adjust its Facilities in accordance with such agreed upon time frames. Where the Municipality is responsible for failure to relocate or adjust its Facilities in accordance with the agreed upon time frames, the Municipality shall be liable directly to the State's contractor for damages incurred as a result of delay in accordance with subdivision 3 of Section 11-102 of the General Obligations Law. In the event the State's contractor recovers directly from the State for damages incurred as a result of such delay, by a negotiated settlement, court award, and/or otherwise, the Municipality shall be liable to the State for such damages. In addition to damages described above, the Municipality, where it fails to move its Facilities in accordance with the schedule, shall also be liable for liquidated damages for costs incapable of or very difficult to accurately estimate. Such damages shall be assessed at $1,000.00 per day. Delays caused by forces beyond the control of the Municipality and where the Municipality is under emergency status shall not be included in delays for which the Municipality is responsible under this paragraph.

4. Method of Performance of Work: Such work may be performed (a) by the employment of forces and the use of the equipment of the Municipality and by the use of any material on hand or necessary to be purchased by the Municipality or (b) when consent, therefor, is stated in writing by the State, by contract as provided in Section 103 of the General Municipal law, or if this method is deemed to be impracticable by the Municipality, or Commissioner, then, upon such written consent, by such other method or combination of methods as the Commissioner shall approve. The Utility Facilities shall be adjusted in accordance with this agreement, as directed by the State's Engineer in Charge, without causing delay to the State's Contractor, and before completion of the State's contract.

5. Reimbursement of Costs: Upon written notice from the Municipality to the Commissioner that such work has been completed, and upon final inspection thereof to the satisfaction of the State, or in case the Municipality finds it necessary to have partial reimbursement made intermediately between the start of such work of construction and the final inspection thereof by the State, the State shall reimburse the Municipality up to 90% of the costs of such work as such costs are disclosed by the said records thereof, and the balance of such reimbursement shall be made by the State upon final inspection of such work and the acceptance thereof by the State, but in any event the State shall not be obligated for an estimated sum in excess of **$ 2,770.00**, unless a Supplemental Agreement is made therefor. All items included by the Municipality in said record of costs shall be subject to final audit by the Commissioner, and the Commissioner reserves the right to reduce or to eliminate any of such items as (s)he may deem such action to be proper for the best interest of the State.

6. Releases: As a condition of and upon receipt of 90% of the invoiced costs contemplated by this agreement, the Municipality shall furnish to the State, in a form acceptable to the

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

Commissioner:

(a) A release forever discharging the State from any and all claims, damage, or causes of action arising from or growing out of the acts or failures to act of the Municipality, its agents, employees, contractors, subcontractors, or representatives under this Agreement; and
(b) A release of all claims arising from or growing out of any estate or interest in real property acquired for the purpose of the above captioned project.

7. Maintenance of Facilities: The Municipality covenants with the Commissioner that the maintenance of the Facilities, as long as they shall be in use by the Municipality, are and shall continue to be the sole and primary obligation of the Municipality.

8. Other Contracts Relative to Work. The Commissioner reserves the right to let other contracts in connection with such work. The Municipality shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its work with theirs. Temporary structures, equipment or materials of the Municipality, its agents or contractors, shall be located where directed and if not so located they shall be moved when so directed.

9. Access to, and Control of Work: The State shall have access to all phases of such work during its prosecution and to records pertaining thereto, including time records, payrolls, invoices, work orders, etc.

10. Unsatisfactory Work; Ambiguity of Plans.: Should such work, or progress of same, at any time be unsatisfactory to the State, that fact will, without unnecessary delay, be brought to the attention of the Municipality which will take remedial action promptly. In the event the Commissioner determines that such remedial action is unsatisfactory or has not occurred within a reasonable period of time, (s)he may provide for completion of the work in such manner as (s)he deems necessary.

    In case of any ambiguity in the plans, specifications, or maps, or between them, the matter must be immediately submitted to the State which shall adjust the same, and its decision in relation thereto shall be final and conclusive upon the parties.

11. Retention of Records: All records established by the Municipality pursuant to this agreement shall be maintained by the Municipality for a period of not less than six (6) years after payment of the final voucher by the Federal Government to the State in connection with a Federal-aid project or the custody of such records shall be turned over to the Commissioner.

    Such records shall be available for inspection by representatives of the State upon reasonable notice during regular business hours.

12. Contract Clauses Required in Work: In connection with any contract let by the Municipality for all or any part of such work, it is understood between the parties hereto that the contract shall comply with all applicable Federal, State and local laws, copies of the Federal and State required contract provisions appearing as Appendices A, A-1 and B (if applicable), attached hereto.

13. Insurance: Municipality shall procure and maintain, until the work covered by this

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

Agreement has been completed to the satisfaction of the State and the Municipality, insurance for liability and damages imposed by law or otherwise of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do such business in the State of New York, covering all work under this Agreement. Before commencing the work, the Municipality shall furnish to the State a certificate or certificates of insurance in a form satisfactory to the State showing that the Municipality or its contractor has complied with this Article, which certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the State. The Municipality may elect to retain these risks. The kinds and amounts of insurance, subject to agreement that different coverage or higher limits shall apply, are as follows:

a. Commercial General Liability Insurance. Each and every party performing work in connection with the PROJECT described herein shall be required to be insured under a policy of insurance. Municipality or its contractor shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of the primary named insured. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage), including any excess liability insurance providing coverage in an amount of five million dollars ($5,000,000.00) per occurrence and five million dollars ($5,000,000.00) aggregate. Aggregate coverage must be secured on a per-project basis. This insurance must be endorsed to provide coverage to **"the Municipality, the State of New York/New York State Department of Transportation, any Municipality in which the event is conducted, and any governmental entity whose facilities are affected by the event, and any of their employees or agents working for or on the facility,"** using ISO Form CG 20 10 07 04 or a form that provides equivalent coverage.

b. Workers' Compensation and Disability Insurance and Employers' Liability Insurance. As required by State Finance Law '142, any Contractor working on the PROJECT Municipality shall maintain in force workers' compensation insurance for all of the Contractor's employees. Contractors shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York. Municipality shall provide evidence of the required coverage or exemption where appropriate (usually Form C-105.2 and Form DB-120.1). Municipality may furnish proof of coverage under the Federal Employers Liability Act and similar statutes for the protection of employers for injuries to or death of employees engaged in the work.

c. Automobile Insurance (applicable where automobiles or other vehicles will be used in relation to the event). Municipality or its Contractor(s) shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or damage to property and other mandatory coverages, relating to the use, operation, loading or unloading of any automobiles (including owned, hired and non-owned vehicles) on and around the project. Coverage shall be in an amount of not less than one million dollars ($1,000,000.00), each accident.

14. Funds Available: It is understood by and between the parties hereto that this agreement shall be deemed executory only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purposes hereof.

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

15. Assignment or Other Disposition of Contract: The Municipality agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or of its right, title or interest therein, or its power to execute such contract to any person, company, or corporation without previous consent in writing of the Commissioner of Transportation.

16. Notices:

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

i. Via certified or registered United States mail, return receipt requested;
ii. by facsimile transmission;
iii. by personal delivery;
iv. by expedited delivery service; or
v. by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation, Region 5
Name: Ellen J. Carl
Title: Regional Utilities Engineer
Address: 100 Seneca Street, Buffalo NY 14203
Phone Number: (716) 847-3572
E-Mail Address: Ellen.Carl@dot.ny.gov

Town of Amherst
Representative: Christopher Schregel, LSIT
Title: Project Manager
Address: 1100 N. Forest Road, Williamsville, NY 14221
Phone Number: (716) 631-7154
E-Mail Address: cschregel@amherst.ny.us

b. 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 in the case of facsimile transmission or email, upon receipt.

c. 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.

17. Contract Payments: Municipality shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

State Comptroller. Payment for invoices submitted by the Municipality 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. The Municipality shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index/htm, or by e-mail at epunit@osc.state.ny.us. Municipality acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

IN WITNESS WHEREOF, the State has caused this instrument to be signed by the said Commissioner of Transportation, and the Municipality has caused this instrument to be signed by its duly authorized officer.

This Agreement shall commence **October 3, 2024** and shall **expire ten (10) years** from that date unless a Supplemental Agreement is entered into extending the term of this Agreement.

Agreement Number: _____

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 copies of this contract."

Utility Owner: Town of Amherst ; Resolution Number _____

Sign Here with ink.

By: _____
(Print/Type Name) Owner or Agent (Signature) Title

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 in _____, New York; that he/she is the _____ of the_____, the Municipal Corporation described herein, and which executed the above instrument pursuant to a resolution which was duly adopted on _____ and to which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like other.

_____
Notary Public

APPROVED FOR NYSDOT:

By: _____
For the Commissioner of Transportation

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

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

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Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

TABLE OF CONTENTS

		Page
1.	Executory Clause	3
2.	Non-Assignment Clause	3
3.	Comptroller's Approval	3
4.	Workers' Compensation Benefits	3
5.	Non-Discrimination Requirements	3
6.	Wage and Hours Provisions	3-4
7.	Non-Collusive Bidding Certification	4
8.	International Boycott Prohibition	4
9.	Set-Off Rights	4
10.	Records	4
11.	Identifying Information and Privacy Notification	4
12.	Equal Employment Opportunities For Minorities and Women	5
13.	Conflicting Terms	5
14.	Governing Law	5
15.	Late Payment	5
16.	No Arbitration	5
17.	Service of Process	5
18.	Prohibition on Purchase of Tropical Hardwoods	5-6
19.	MacBride Fair Employment Principles	6
20.	Omnibus Procurement Act of 1992	6
21.	Reciprocity and Sanctions Provisions	6
22.	Compliance with Breach Notification and Data Security Laws	6
23.	Compliance with Consultant Disclosure Law	6
24.	Procurement Lobbying	7
25.	Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26.	Iran Divestment Act	7
27.	Admissibility of Contract	7

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

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: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

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: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

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 $25,000.00 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

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

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. 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. 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 employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

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.

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

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, national origin, and/or 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.

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.

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: http://www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: http://www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

   As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

   The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency[1] the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

[1] The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA[2]), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.
Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215 Highway Training and Education
20.219 Recreational Trails Program
20.XXX Highway Planning and Construction - Highways for LIFE;
20.XXX Surface Transportation Research and Development;
20.500 Federal Transit-Capital Investment Grants
20.505 Federal Transit-Metropolitan Planning Grants
20.507 Federal Transit-Formula Grants
20.509 Formula Grants for Other Than Urbanized Areas
20.600 State and Community Highway Safety
23.003 Appalachian Development Highway System
23.008 Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

[2] http://www.cfda.gov/

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Attachment: UWA Street Light Agreement (RES-2025-224 : Resolution Authorizing Supervisor to Sign Utility Work Agreements for A)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30166 **RESOLUTION 2025-225** **ADOPTED**

Award of Bid – Installation of New Guide Rail at Frankhauser Road and Fairways Boulevard Intersection Pavilion Drainage Supply Co. Inc. Town of Amherst Job# 2004.078A

On February 27, 2025 bids were received for the above referenced project. After review of the single bid received (tabulation attached), and information pertaining to the qualifications and experience of the bidder, we recommend the contract be awarded to Pavilion Drainage Supply Co. Inc., 6630 Ellicott Street Road, Pavilion, NY 14525 at their low base bid amount of $18,225.00.

Funding is available from the project bond account KP2236-4972.

May I please have your approval to award this low contract? Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

Funding is available from the project bond account KP2236-4972.

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

Installation of New Guide Rail at Frankhauser Road and Fairways Boulevard Intersection

Bid Opening: 2/27/25
Time: 12:00 Noon
Town Job No. 2004.078A

	BIDDER	TOTAL BASE BID	BID BOND
1	Pavalion Drainage Supply Co. Inc.	$ 18,225.00	YES

Attachment: Bid Tab - Frankhauser Guide Rail (RES-2025-225 : Award of Bid – Installation of New Guide Rail at Frankhauser Road and Fairways

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30167 **RESOLUTION 2025-226** **ADOPTED**

Award of Bid – North Forest Rd. / West Klein Rd. Intersection Pedestrian Improvements Concrete Applied Technologies Corp. Dba CATCO Town of Amherst Job# 930069A

On February 27, 2025 bids were received for the above referenced project. After review of the two (2) bids received (tabulation attached), and information pertaining to the qualifications and experience of the bidders, we recommend the contract be awarded to Concrete Applied Technologies, dba CATCO, 1266 Townline Road, Alden, NY 14004, at their low base bid and alternate #1 sum of $132,570.00.

Funding is available from the project bond account KP2318-4972.

May I please have your approval to award this low contract? Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

Funding is available from the project bond account KP2318-4972.

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

Bid Tabulation

Town of Amherst, New York
North Forest Road (CR 294) / West Klein Road Intersection Pedestrian Improvements
Town of Amherst Project No. 930069A

Bid Date: February 27, 2025
Time: 12:00 PM

	Contractor	Bid Bond?	Base Bid	Add Alt #1 Bid	Total
1	Concrete Applied Technologies Corp. dba CATCO	Y	$125,570.00 (see note)	$7,000.00	$132,570.00
2	Millennium Construction Inc.	Y	$144,804.40	$15,000.00	$159,804.40
3					
4					
5					

Note: As read bid of $120,870.00 did not include mobilization cost of $4,700

Attachment: Bid Tabulation_930069A_Final NF WKlein (RES-2025-226 : Award of Bid – North Forest Rd. /

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30170 **RESOLUTION 2025-227** **ADOPTED**

Award of Bid – Bauman Waterline Replacement Project 2024 – 2029 CIP Project E-1 2022 – 2027 CIP Project E-30 T.O.A. Project No. 2022.018

On February 27, 2025 bids were received for the above referenced project. After review of the six (6) bids received (bid tabulation attached), we recommend award of this contract to E&R General Construction Inc., 38 Saint David's Dr., West Seneca, NY 14224, in the amount of $494,456.00.

Funding for this contract shall be as follows:

$330,950.00 from project account KP2217.4972
$163,506.00 from project account KP2416.4972

Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

Funding for this contract shall be as follows:

$330,950.00 from project account KP2217.4972

$163,506.00 from project account KP2416.4972

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

February 28, 2025

Brian J. Armstrong
Director of Engineering Services
Town of Amherst
Engineering Department
1100 North Forest Road
Williamsville, NY 14221

Re: Bauman Road Waterline Replacement
General Construction Contract
Town Job No. 2022.018
Recommendation Letter
File No. 24J1-0054.001

Dear Mr. Armstrong:

In accordance with the Notice to Bidders, sealed bids for the Bauman Road Waterline Replacement Project were opened and publicly read aloud at 12:00 p.m. on February 27, 2025, at the Town's Municipal Building.

A total of six (6) bids were received. Nussbaumer & Clarke, Inc. (Nussbaumer) has carefully reviewed all bids. The bid tabulation is summarized as follows:

BIDDER NAME	TOTAL BID AMOUNT
E&R General Construction Inc.	$ 494,456.00
Fairway Contracting	$ 537,314.50
New Frontier	$ 559,066.67
DJM Contracting Inc.	$ 564,215.00
Milherst Construction Inc.	$ 647,846.00
J. Bogner Construction	$ 957,357.98

Enclosed with this letter is a copy of the Bid Tabulation for your records.

We have reviewed the qualifications and experience of the low bidder, E&R General Construction Inc., and have found they have performed similar work acceptably. We, therefore, recommend the award of the Bauman Road Waterline Replacement Project to E&R General Construction Inc. the Total Bid Amount of $494,456.00 contingent upon the availability of project funding and review by the Town's legal counsel.

If you have any questions or comments regarding the information and recommendation set forth herein, please call to discuss.

Sincerely,

NUSSBAUMER & CLARKE, INC.

Christopher Freese
Associate – Construction Services

Enclosures

CC: Jessica Boudreau, Town of Amherst
File – 02 and 16 (w/bid tab)

Attachment: Bauman Waterline Replacement Project_Bid Tabulation_TB (RES-2025-227 : Award of Bid – Bauman Waterline Replacement

Town of Amherst

Bauman Rd. Waterline Replacement Project

Bid Tabulation / February 27, 2025

T.O.A. Job No. 2022.018

No.	Bidder	Bid Bond (Y/N)	Base Bid
1	Fairway Contracting	Y	$537,314.50
2	J. Bogner Construction	Y	$957,357.98
3	**E&R General Construction Inc.**	**Y**	**$494,456.00**
4	Milherst Construction Inc.	Y	$647,846.00
5	New Frontier	Y	$559,066.67
6	DJM Contracting Inc.	Y	$564,215.00

Attachment: Bauman Waterline Replacement Project_Bid Tabulation_TB (RES-2025-227 : Award of Bid – Bauman Waterline Replacement

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30032 **RESOLUTION 2025-228** **ADOPTED**

Authorize Supervisor to Sign NOCO ENERGY CORP. Fuel Gas Contract - CRS #5340

WHEREAS, NOCO ENERGY CORPORATION, was one of the winning bidders for the New York STATE contract for the purchase of Gasoline and Flex Fuel E-85, Group 05600, Award number 23344, Contract number, PC70573 and this contract is open to Political subdivisions; and

NOW, therefore be it resolved, the Town Board authorizes the Supervisor to sign the contract with NOCO ENERGY CORPORATION for the Town of Amherst to piggyback on the NYS - OGS contract from 2/14/2025 through 01/09/2027.

This contract is subject to the Contract Routing System (CRS #5340) and the approval of the Town Attorney.

3/10/2025
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

Let this document stand as an Agreement between NOCO Energy Corporation and the
Town of Amherst permitting the Town of Amherst to participate in the purchase of fuel from:

NOCO Energy Corporation under the New York State OGS Contract
Group 05600; Award number 23344; PC # 70573
02/14/2025 through 01/09/2027
for Gasoline and Flex Fuel - E-85.

Agreed to and Accepted by:

NOCO ENERGY CORPORATION

By: _____
Signature

Joseph Gross
Print Name

EVP
Title

Date: 2/5/25

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Addendum to Contract Major Exposure

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

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

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

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

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

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

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

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

Attachment: NOCO GAS (RES-2025-228 : Authorize Supervisor to Sign NOCO ENERGY CORP. Fuel Contract - CRS # 5340)

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

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

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

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

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

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

Attachment: NOCO GAS (RES-2025-228 : Authorize Supervisor to Sign NOCO ENERGY CORP. Fuel Contract - CRS # 5340)

Utilization Commitment.

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

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

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

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

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

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

Agreed to and Accepted by:

NOCO

Print Name of Company

By: _____

Signature

Joseph Gross

Printed name

Date: 2/5/25

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Attachment: NOCO GAS (RES-2025-228 : Authorize Supervisor to Sign NOCO ENERGY CORP. Fuel Contract - CRS # 5340)

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: NOCO

Signature: [signature]

Print Name: Josh Goss

Title: EVP Sales + Operations

Date: 2-5-25

Sworn To Before Me This

5th Day of February, 2025

[signature]
Notary Public

KAREN A. ADAMS
Notary Public - State of New York
No. 01AD6273865
Qualified in Erie County
My Commission Expires Dec. 24, 2028

Attachment: NOCO GAS (RES-2025-228 : Authorize Supervisor to Sign NOCO ENERGY CORP. Fuel Contract - CRS # 5340)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. T
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLIC
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZ
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 endors
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement
this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Joe Holden
Graham Company, a Marsh & McLennan Agency, LLC company One Penn Square West Philadelphia PA 19102	PHONE (A/C, No, Ext): 215-567-6300 FAX (A/C, No): 215-933-3988 E-MAIL ADDRESS: HOLDEN_UNIT@grahamco.com

INSURED	NOCOENE-01
NOCO LLC 2440 Sheridan Drive, Suite 301 Tonawanda, NY 14150	

INSURER(S) AFFORDING COVERAGE	NAIC
INSURER A : Zurich-American Insurance Company	1653
INSURER B : Ironshore Specialty Insurance Co	2544
INSURER C : Lloyds of London	1579
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2049122436 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERI
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM
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	Y		GLO 3697584-16	5/1/2024	5/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 50,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP 3697583-16	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PHYS DAMAGE DEDUCT	$ SEE BELOW
C	UMBRELLA LIAB X OCCUR			24*13773U24-302186*06	5/1/2024	5/1/2025	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC 3697582-16	5/1/2024	5/1/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution			ISPILLSB941D002	6/30/2024	6/30/2027	$10,000,000/Occ.	$10,000,000/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Auto Deductibles: $250 - Collision & Comprehensive (Private Passenger Vehicles); $500 - Collision & Comprehensive (Commercial Vehicles)
Garage Keeper's Liability Limit $1,000,000

Town of Amherst is added as an additional insured on a Primary/Non-Contributory basis on the above General Liability policy if required by written contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: NOCO GAS (RES-2025-228 : Authorize Supervisor to Sign NOCO ENERGY CORP. Fuel Contract - CRS # 5340)

AGENCY CUSTOMER ID: NOCOENE-01

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY The Graham Company	NAMED INSURED NOCO LLC 2440 Sheridan Drive, Suite 301 Tonawanda, NY 14150
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

Town of Amherst is added as an additional insured on a Primary/Non-Contributory basis on the above General Liability policy if required by written contract.

Attachment: NOCO GAS (RES-2025-228 : Authorize Supervisor to Sign NOCO ENERGY CORP. Fuel Contract - CRS # 5340)

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAG

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
NOCO LLC 2440 Sheridan Drive, Suite 301 Tonawanda, NY 14150	716-833-6206
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Secu Number 16-0727383
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 Attn: Building Dept.	3a. Name of Insurance Carrier Zurich American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 3697582-16 3c. Policy effective period 05/01/2024 to 05/01/2025 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 Iter on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will se 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 canc 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 ame extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in th referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effec

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Susan B. Kendziora
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Susan B. Kendziora 05/03/2024
(Signature) (Date)

Title: Vice President-Enterprise Support Operations

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

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are N authorized to issue it.

C-105.2 (9-17)

www.wcb.ny

Attachment: NOCO GAS (RES-2025-228 : Authorize Supervisor to Sign NOCO ENERGY CORP. Fuel Contract - CRS # 5340)

INTERNAL USE ONLY

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 carrie

1a. Legal Name & Address of Insured (use street address only) NOCO Energy Corp. 2440 Sheridan Dr. Tonawanda, NY 14150 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 716-614-1318 1c. Federal Employer Identification Number of Insured or Social Security Number 16-0727383
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St Williamsville, NY 14221	3a. Name of Insurance Carrier Equitable Financial Life Insurance Company 3b. Policy Number of Entity Listed in Box 1a 002035 3c. Policy Effective Period 1/1/2025 to 12/31/2025

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 1/3/2025 By *Stephanie Shields*

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

Telephone Number (800) 999-3309 Name and Title Stephanie Shields, Head of EB Operations

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: NOCO GAS (RES-2025-228 : Authorize Supervisor to Sign NOCO ENERGY CORP. Fuel Contract - CRS # 5340)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30038 **RESOLUTION 2025-229** **ADOPTED**

Authorize Supervisor to Sign VALLEY FAB & EQUIPMENT INC Contract Extension - CRS #5311

WHEREAS, BID # 2022035 Highway Department allows for the contract to be extended for a period of one (1) year at the same terms and conditions; and

WHEREAS, The Highway Department is requesting approval for the extension of the contract under Resolution 2024-88 from 01/03/2025 through 01/02/2026.

This contract is subject to the Contract Routing System (CRS #5311) extension and the approval of the Town Attorney.

3/10/2025
Consent

FINANCIAL IMPACT:

C8163 : 4240

D5130 : 4240

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

AGREEMENT EXTENSION

Let this document stand as an Agreement between VALLEY FAB & EQUIPMENT, INC. and THE Town of Amherst permitting the Town of Amherst to participate in the purchase of Sweeper Parts for individual models to include brooms and supplies for individual vendors.

Valley Fab & Equipment Inc and the Town of Amherst,
BID # 2022035, Resolution # 2023-47 AWARDED CONTRACT
from 01/03/2023 through 01/02/2025 and extended to 01/02/26
for Sweeper parts and supplies.

Agreed to and Accepted by:

VALLEY FAB & EQUIPMENT

By: _____
Signature

Karen Schweickert
Print Name

Vice President
Title

Date: 12/16/2024

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
BRIAN KULPA
Supervisor

Date: _____

Attachment: DOC020725-02072025081126 (RES-2025-229 : Authorize Supervisor to Sign VALLEY FAB & EQUIPMENT INC Contract Extension -

ACORD

VALLE-8

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/06/2024

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 United Insurance Agency, Inc. 90 Bryant Woods South Amherst, NY 14228 Martin Agency 716-632-6118	CONTACT NAME: Sheila Mack PHONE (A/C, No, Ext): 716-632-6118 FAX (A/C, No): 716-631-5045 E-MAIL ADDRESS: smack@uiai.com
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Erie Insurance Company — 26263
INSURED Valley Fab & Equipment Inc 9776 Trevett Rd LLC 9776 Trevett Rd, PO Box 380 Boston, NY 14025	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		Q610196140	06/22/2024	06/22/2025	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 SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			Q037430368	03/24/2024	03/24/2025	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 X RETENTION $ 10000			Q307270056NY	06/22/2024	06/22/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	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		Q855106976	01/01/2024	01/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Garagekeepers Direct Primary			Q610196140	06/22/2024	06/22/2025	Limit Ded	Actual Loss 200

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

The Town of Amherst is named as as Additional Insured on a primary and non contributory basis, to the extent of the written contract, not to exceed limits shown above.

CERTIFICATE HOLDER

TOWNAMH

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

Edward C. Kelly Jr

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Attachment: DOC020725-02072025081126 (RES-2025-229 : Authorize Supervisor to Sign VALLEY FAB & EQUIPMENT INC Contract Extension -

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Valley Fab & Equipment Inc 9776 Trevett Rd, PO Box 380 Boston NY 14025	1b. Business Telephone Number of Insured 716-941-6644 1c. NYS Unemployment Insurance Employer Registration Number of Insured
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1d. Federal Employer Identification Number of Insured or Social Security Number 16-1541913
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St Williamsville NY 14221	3a. Name of Insurance Carrier Erie Insurance Company 3b. Policy Number of entity listed in box "1a" Q85-5106976 3c. Policy effective period 01/01/2024 to 01/01/2025 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: Edward C Gelia Jr., CPCU
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward C. Gelia Jr. 12-13-23
(Signature) (Date)

Title: Executive Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-632-6118

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: DOC020725-02072025081126 (RES-2025-229 : Authorize Supervisor to Sign VALLEY FAB & EQUIPMENT INC 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)
VALLEY FAB & EQUIPMENT, INC.
9776 TREVETT ROAD
BOSTON, NY 14025

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
7169416644

1c. Federal Employer Identification Number of Insured or Social Security Number
16-1541913

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
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
R14963-000

3c. Policy Effective Period
1/1/2016 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 6/21/2024 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B 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(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: DOC020725-02072025081126 (RES-2025-229 : Authorize Supervisor to Sign VALLEY FAB & EQUIPMENT INC Contract Extension -

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30039 **RESOLUTION 2025-230** **ADOPTED**

Authorize Supervisor to Sign JOE JOHNSON EQUIPMENT CONTRACT EXTENSION - CRS #5312

WHEREAS, BID #2022035 Highway Department allows for the contract to be extended for a period of one (1) year at the same terms and conditions; and

WHEREAS, The Highway Department is requesting approval for the extension of the contract under Resolution 2024-88 from 01/03/2025 through 01/02/2026.

This contract is subject to the Contract Routing System (CRS #5312) extension and the approval of the Town Attorney.

3/10/2025
Consent

FINANCIAL IMPACT:

C8163 : 4240

D5130 : 4240

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

AGREEMENT EXTENSION

Let this document stand as an Agreement between JOE JOHNSON EQUIPMENT, INC. and THE Town of Amherst permitting the Town of Amherst to participate in the purchase of Sweeper Parts for individual models to include brooms and supplies for individual vendors.

Joe Johnson Equipment Inc and the Town of Amherst,
BID # 2022035, Resolution # 2023-47 AWARDED CONTRACT
from 01/03/2023 through 01/02/2025 and extended to 01/02/26
for Sweeper parts and supplies.

Agreed to and Accepted by:

JOE JOHNSON EQUIPMENT INC

By: Craig Reynolds
Signature

CRAIG REYNOLDS
Print Name

Parts Mgr.
Title

Date: 1/2/25

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
BRIAN KULPA
Supervisor

Date: _____

Attachment: DOC020725-02072025083240 (RES-2025-230 : Authorize Supervisor to Sign JOE JOHNSON EQUIPMENT CONTRACT EXTENSION -

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/05/2024

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Zurich Ins Co	40142
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Joe Johnson Equipment LLC
a division of Federal Signal Corporation
62 LaGrange Ave
Rochester NY 14613 USA

COVERAGES **CERTIFICATE NUMBER:** 570109286344 **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. Limits shown are as requested

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	Y	Y	GL0007560503	11/01/2024	11/01/2025	EACH OCCURRENCE	$2,000,000
A	CLAIMS-MADE X OCCUR			GL Premise			DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
				GL0007560603	11/01/2024	11/01/2025	MED EXP (Any one person)	$10,000
				GL Products			PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$6,000,000
	OTHER:						Prod-Comp/Ops - Ea	$3,000,000
A	AUTOMOBILE LIABILITY	Y	Y	BAP 0075607 03	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO			Auto AOS			BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / HIRED AUTOS ONLY / SCHEDULED AUTOS / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	WC0007560303	11/01/2024	11/01/2025	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		AOS			E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC0007560403	11/01/2024	11/01/2025	E.L. DISEASE-EA EMPLOYEE	$1,000,000
				Retro			E.L. DISEASE-POLICY LIMIT	$1,000,000

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

Town of Amherst is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy provisions. A waiver of subrogation is granted in favor of Town of Amherst in accordance with the policy provisions of the General Liability, Automobile Liability and Workers Compensation policies.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221 USA

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

Aon Risk Services Central, Inc.

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Attachment: DOC020725-020720250833240 (RES-2025-230 : Authorize Supervisor to Sign JOE JOHNSON EQUIPMENT CONTRACT EXTENSION -

AGENCY CUSTOMER ID: 10224264
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Joe Johnson Equipment LLC
POLICY NUMBER: See Certificate Number: 570109286344	
CARRIER: See Certificate Number: 570109286344 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		EWS007560803 XS WC OH SIR applies per policy terms & conditions	11/01/2024	11/01/2025		

ACORD 101 (2008/01)
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Attachment: DOC020725-020720250833240 (RES-2025-230 : Authorize Supervisor to Sign JOE JOHNSON EQUIPMENT CONTRACT EXTENSION -

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Joe Johnson Equipment LLC a division of Federal Signal Corporation 62 La Grange Ave Rochester NY 14613	525-254-7700 1c. NYS Unemployment Insurance Employer Registration Number of Insured 52-587636
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1d. Federal Employer Identification Number of Insured or Social Security Number 61-1790482
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town Of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Zurich American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 0075603-03 3c. Policy effective period 11/1/2024 to 11/1/2025 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: Roger Levine
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 11/01/2024
(Date)

Title: SVP Midwest Region Casualty

Telephone Number of authorized representative or licensed agent of insurance carrier: (847) 605-6914

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: DOC020725-020720250833240 (RES-2025-230 : Authorize Supervisor to Sign JOE JOHNSON EQUIPMENT 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)
Joe Johnson Equipment LLC
62 Lagrange Avenue
Rochester, NY14613

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
61-1790482

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
The Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
The Prudential Insurance Company of America

3b. Policy Number of Entity Listed in Box 1a
CG-59963-NY

3c. Policy Effective Period
01/01/2025 to 12/31/2025

4. Policy provides the following benefits:
- [x] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

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

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

Date Signed January 20, 2025 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 215-658-7318 Name and Title Carolynn Smith - VP Contracts

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: DOC020725-020720250833240 (RES-2025-230 : Authorize Supervisor to Sign JOE JOHNSON EQUIPMENT CONTRACT EXTENSION -

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30043 **RESOLUTION 2025-231** **ADOPTED**

NYS-OGS Contract Piggyback Public Safety Communications Equip/Svc-FM COMM EXTENSION-CRS #5335/4534

The Highway Department requests the Town Board grant the Supervisor permission to sign a contract with FM Communications Inc and the Town of Amherst. Purchases are for parts and service for Public Safety Communications Equipment (2-way radios) bases on NYS-OGS Award 23141, Group 77200, Contract PT69525 from 08/27/2019 through 08/26/24 through 08/26/2029. Labor Rates based on Resolution 2019-1301, CRS #1752.

FM COMMUNICATIONS, INC is located at 1914 Colvin BLVD, Tonawanda, NY 14150.

BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract subject to the Contract Routing System (CRS #5335) and the approval of the Town Attorney.

3/10/2025
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

Let this document stand as an Agreement between FM Communications, Inc. And the Town of Amherst permitting the Town of Amherst to participate in the purchase of:

NYS OGS AWARD # 23141; GROUP # 77200
NYS OGS CONTRACT # PT69525
08/27/2019 THROUGH 08/26/2029
For : Public Safety Communications Equipment and Services.
(Two-Way Radios and Satellite Phones)

from Great Lakes Communications Sales Inc, 2060 East Harbor Road, Port Clinton, OH 43452 and FM Communications, Inc., 1914 Colvin Blvd., Tonawanda, NY 14150.

Agreed to and Accepted by:

FM COMMUNICATIONS, INC.

By: _____
Signature

Michael Haynes
Print Name

President
Title

Date: 1/29/25

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
BRIAN J. KULPA
SUPERVISOR

Date: _____

Attachment: FM (RES-2025-231 : NYS-OGS Contract Piggyback Public Safety Communications Equip/Svc-FM COMM EXTENSION-

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. Vendor shall ensure all its subs, if any, have obtained all the above insurances and shall also assure that any policy procured by any subvendor or sub-subvendor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Vendor to assure that any policy procured by any sub or sub-sub to 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

Attachment: FM (RES-2025-231 : NYS-OGS Contract Piggyback Public Safety Communications Equip/Svc-FM COMM EXTENSION-

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.

(d) A failure by Vendor 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 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.

Attachment: FM (RES-2025-231 : NYS-OGS Contract Piggyback Public Safety Communications Equip/Svc-FM COMM EXTENSION-

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

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

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

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

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

Agreed to and Accepted by:

FM Communications, Inc.
Print Name of Company

By: _____
Signature

Jamie Olson
Printed name

Date: 1/24/25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: FM (RES-2025-231 : NYS-OGS Contract Piggyback Public Safety Communications Equip/Svc-FM COMM EXTENSION-

IRAN DIVESTMENT ACT CERTIFICATION

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

By submitting a response to this solicitation, or by assuming the responsibility under Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will n 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 seekir to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certi at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibite entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informatic that a person is in violation of the above-referenced certification, the Town will offer the person a opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in th investment which is in violation of the Act within 90 days after the determination of such violation, the the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seekin 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 entit that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue responsibility review with respect to any entity that is awarded a Contract/Lease and appears on th prohibited entities list after Contract/Lease award.

Company Name: FM Communications, Inc.

Signature: [signature]

Print Name: Jamie Olson

Title: Vice President

Date: 1/24/25

Sworn To Before Me This

24th Day of January 2025

[signature]

Notary Public

LESLIE ALVAREZ
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01AL6305725
COMM. EXP. 06/09/26

Revised 4.2017

Attachment: FM (RES-2025-231 : NYS-OGS Contract Piggyback Public Safety Communications Equip/Svc-FM COMM EXTENSION-

= Low Bidder

Bid #209041 Police Vehicle Changeover

			Vendor Name:	FM Communications	
Item #	Quantity	U/M		Unit Price	Total
1	15	Ea	Changeover Cost Per Vehicle	$950.00	$14,250.00
2	15	Ea	Graphics Cost Per Vehicle	$650.00	$9,750.00
3	$5,000	DI	Whelen Engineering: % discount off of the published price	30%	$3,500.00
4	$5,000	DI	Pro-gard LLC.: % discount off the published price	20%	$4,000.00
5	1,000	Hrs.	Shop labor rate per hour	$60.00	$60,000.00
			Total Net Bid		$91,500.00

Attachment: FM (RES-2025-231 : NYS-OGS Contract Piggyback Public Safety Communications Equip/Svc-FM COMM EXTENSION-

ACORD

FMCOMMU-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THI 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 Potter, Harris & Scherrer Agency 8810 Main Street Williamsville, NY 14221	CONTACT NAME: PHONE (A/C, No, Ext): (716) 634-5656 FAX (A/C, No): (716) 626-5057 E-MAIL ADDRESS:
INSURED F M Communications Inc R 1914 Colvin Blvd Tonawanda, NY 14150	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Security Insurance Company — 24082 INSURER B : Ohio Casualty Insurance Company — 24074 INSURER C : INSURER D : INSURER E : INSURER F :

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 PERIC INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH 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		BKS53280983	12/15/2024	12/15/2025	EACH OCCURRENCE	$ 1,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300
							MED EXP (Any one person)	$ 15
							PERSONAL & ADV INJURY	$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			BAO53280983	12/15/2024	12/15/2025	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 included as Additional Insured on a primary & non- contributory basis as required by written 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 I ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION
The ACORD name and logo are registered marks of ACORD

Attachment: FM (RES-2025-231 : NYS-OGS Contract Piggyback Public Safety Communications Equip/Svc-FM COMM EXTENSION-

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 160977514
KEEVILY, SPERO-WHITELAW INC.
500 MAMARONECK AVENUE
HARRISON NY 10528

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
F M COMMUNICATIONS INC 1914 COLVIN BLVD TONAWANDA NY 14150	TOWN OF AMHERST 5583 MAIN ST AMHERST NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G 762 608-8	370825	11/01/2024 TO 11/01/2025	11/14/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 762 608-8, 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 FUN

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 66072268

LI-26.3

Attachment: FM (RES-2025-231 : NYS-OGS Contract Piggyback Public Safety Communications Equip/Svc-FM COMM EXTENSION-

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 160977514
KEEVILY, SPERO-WHITELAW INC.
500 MAMARONECK AVENUE
HARRISON NY 10528

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
F M COMMUNICATIONS INC 1914 COLVIN BLVD TONAWANDA NY 14150	TOWN OF AMHERST 5583 MAIN ST AMHERST NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G 762 608-8	370825	11/01/2024 TO 11/01/2025	11/14/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 762 608-8, 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.

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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: 66072268

U-26.3

Attachment: FM (RES-2025-231 : NYS-OGS Contract Piggyback Public Safety Communications Equip/Svc-FM COMM 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)
F M COMMUNICATIONS INC
1914 COLVIN BOULEVARD
TONAWANDA, NY 14150

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
160977514

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main St
Amherst NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL603102

3c. Policy effective period
01/01/2025 to 12/31/2025

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

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

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

Date Signed 1/14/2025 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: FM (RES-2025-231 : NYS-OGS Contract Piggyback Public Safety Communications Equip/Svc-FM COMM EXTENSION-

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30047 **RESOLUTION 2025-232** **ADOPTED**

Niagara Frontier Equipment Sales Inc Extension for Tractor Parts CRS #5349/3903/2291

The Highway Department is requesting the Town Board authorize an agreement extension for Tractor Parts for Resolution 2021-54 for BID #2020028A for Niagara Frontier Equipment Sales Inc; and will be valid from the date of execution by the Town of Amherst Board through 01/03/2027.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5349/3903/2291) and the approval of the Town Attorney.

3/10/2025
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

CONTRACT EXTENSION

Let this document stand as an Agreement between NIAGARA FRONTIER EQUIPMENT SALES and THE Town OF AMHERST permitting the Town of Amherst to participate in the purchase of Chainsaws, mowers and miscellanous small equipment and parts:

NIAGARA FRONTIER EQUIPMENT and the Town of Amherst,
BID # 2020028A EXTENSION, Tractor Parts
from 1/11/2021 through 1/11/2023 through 1/11/2025 through 1/11/2027.
for NIAGARA FRONTIER EQUIPMENT, Inc. as outlined in the Town of Amherst Resolution 2021-54.

Agreed to and Accepted by:

NIAGARA FRONTIER EQUIPMENT SALES

By: _____
Signature

KARL HETRICK
Print Name

G.M.
Title

Date: 1-3-25

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
BRIAN KULPA
Supervisor

Date: _____

Attachment: DOC021125-02112025083649 (RES-2025-232 : Niagara Frontier Equipment Sales Inc Extension for Tractor Parts CRS

Bid #2020028A Tractor Parts		
	Low Bid	Niagara Frontier Equipment Sales
		% Discount
1	Ford/New Holland Parts – All Models and engines	5%
2	Kubota Parts – All Models and engines	No Bid
3	Case – All Models and engines	No Bid
4	John Deere Parts – All Models and engines	No Bid
5	Caterpillar – All models and engines	No Bid
		Hourly Rate
6	Labor Rate Per Hour for Service - Shop	No Bid
7	Labor Rate Per Hour for Service – On Road	No Bid
NOTES:		
Vendor modified shipping terms to: Prices shall be quoted FOB Shipping Point.		
Shipping prices should be quoted.		
See page 5 paragraph 10. Orders need to be picked up or UPS.		

Attachment: DOC021125-02112025083649 (RES-2025-232 : Niagara Frontier Equipment Sales Inc Extension for Tractor Parts CRS

Bid #2020028A Tractor Parts		
	Low Bid	Niagara Frontier Equipment Sales
		% Discount
1	Ford/New Holland Parts – All Models and engines	5%
2	Kubota Parts – All Models and engines	No Bid
3	Case – All Models and engines	No Bid
4	John Deere Parts – All Models and engines	No Bid
5	Caterpillar – All models and engines	No Bid
		Hourly Rate
6	Labor Rate Per Hour for Service - Shop	No Bid
7	Labor Rate Per Hour for Service – On Road	No Bid
NOTES:		
Vendor modified shipping terms to: Prices shall be quoted FOB Shipping Point.		
Shipping prices should be quoted.		
See page 5 paragraph 10. Orders need to be picked up or UPS.		

Attachment: DOC021125-02112025083649 (RES-2025-232 : Niagara Frontier Equipment Sales Inc Extension for Tractor Parts CRS

CERTIFICATE OF LIABILITY INSURANCE

DATE 12/27/2024

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:** Dennis Dunbar
The Moore Insurance Agency Inc. 15 25th Street Watervliet NY 12189	**PHONE (A/C, No, Ext):** (518) 273-9501 **FAX (A/C, No):** (518) 273-1125 **E-MAIL ADDRESS:** ddunbar@mooreia.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A:** Erie Insurance Co 2626
INSURED Niagara Frontier Equipment Sales Inc 4060 Lake Avenue Lockport NY 14094	**INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** CL24122704541 **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		Q37-5150720	01/01/2025	01/01/2026	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 [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] Garage liab.			Q01-5180314	01/01/2025	01/01/2026	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 [X] RETENTION $			Q25-5170506	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Q85-5106158	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

The Town of Amherst is added as an additianl insured on a primary & noncontributory basis

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221-5488

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: DOC021125-021120250836 49 (RES-2025-232 : Niagara Frontier Equipment Sales Inc Extension for Tractor Parts CRS

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Niagara Frontier Equipment Sales Inc. 4060 Lake Avenue Lockport NY 14094 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 716-234-2000 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 18-0
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 14221-5488	3a. Name of Insurance Carrier Erie Insurance Company of New York 3b. Policy Number of Entity Listed in Box "1a" 16-1302268 3c. Policy effective period 01/01/2025 to 01/01/2026 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: Philip J Moore
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 2/3/25
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-273-9501 ext 1512

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: DOC021125-02112025083649 (RES-2025-232 : Niagara Frontier Equipment Sales Inc Extension for Tractor Parts CRS

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)
NIAGARA FRONTIER EQUIPMENT SALES INC.
4060 LAKE AVENUE
LOCKPORT, NY 14094

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
7166227041

1c. Federal Employer Identification Number of Insured or Social Security Number
16-1302268

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main St
Williamsville, NY 14221

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
Z02538-000

3c. Policy Effective Period
1/1/2020 to 2/9/2026

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 2/10/2025 By Debi J. Schmidt
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B 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(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: DOC021125-02112025083649 (RES-2025-232 : Niagara Frontier Equipment Sales Inc Extension for Tractor Parts CRS

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30180 **RESOLUTION 2025-233** **ADOPTED**

Travel Approval - Signal Shop - Highway Department

Please approve travel for three (3) employees from the Highway Department - Signal Division to attend the IMSA (International Municipal Signal Association) classes for two (2) employee's for WORK ZONE AND TRAFFIC SIGNAL I and one (1) employee for SIGNS AND MARKINGS I from March 23, 2025 to March 28, 2025 in Borden, New Jersey.

These classes are necessary for the safety of our employees, to remain compliant with Federal and State guidelines and have certified personnel on staff.

Thank you for your time and consideration.

3/10/2025
Consent

FINANCIAL IMPACT:

The cost is $6,200.00 to be charged to A3310:4040

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
Koch, Max	88605	Hwy	716 631-7117

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
3/23/25	3/28/25	Bordentown N.J.	Work & Traffic Signal One

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.~~67~~ .70 See other			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging: See Other			all in one Room
# nights @ $			
Meals:			
IRS Per Diem Per Day: 60	120.00		
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $ 80	320.00		
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	1,100.00		
Other			
Subtotal	1,540.00 -		N/A
Contingency - 10% of subtotal or $200	154.00 -		N/A
TOTAL	1,694.00 -		

Request Approved By:

Alan

Department Head Signature

3/4/25

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: signal school-03062025135528 (RES-2025-233 : Travel Approval - Signal Shop - Highway Department)

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
Murphy, Bryan	#9639	HWY	716 631-7117

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
3.23.25	3.28.25	Bordentown N.J.	Work Zone & Traffic Signal I

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67 70	See other		
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day: 60.00	120.00		
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $ #80.00	320.00		
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	1100.00		
Other			
Subtotal	1540 00		N/A
Contingency - 10% of subtotal or $200	154 00		N/A
TOTAL	1694 00		

Request Approved By:

Alan Sp

Department Head Signature

3/6/25

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: signal school-03062025135528 (RES-2025-233 : Travel Approval - Signal Shop - Highway Department)

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
Specht, Nick	#7072	HWY	631-7117

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
3/23/25	3/28/25	Bordentown NJ	Signs & Markings I

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.70 890	623.00		
Tolls	100.00		
Parking	50.00		
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 5 @ $ 161 (3 per Dm)	805.00		
Meals:			
IRS Per Diem Per Day: 60.00	120.00		
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $ 80.00	320.00		
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	550.00		
Other			
Subtotal	2568.00		N/A
Contingency - 10% of subtotal or $200	200.00		N/A
TOTAL	2768.00		

Request Approved By:

Alan Sp

Department Head Signature

3/26/25

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: signal school-03062025135528 (RES-2025-233 : Travel Approval - Signal Shop - Highway Department)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30037 **RESOLUTION 2025-234** **ADOPTED**

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

Recreation Attendant - PT (3 Positions), Effective February 25, 2025, Temporary, $15.50 ph, Step 1 for Joseph Manna, Sean Cadden and Anagha Menon.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30051 **RESOLUTION 2025-235** **ADOPTED**

Recreation Supervisor - PT/Youth & Recreation

Recreation Supervisor - PT/Youth & Recreation, Effective February 25, 2025, Temporary, $18.10 ph, Step 3 for John Brewster.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30053 **RESOLUTION 2025-236** **ADOPTED**

Interim Release-New York Liquidation Bureau

Please authorize the Supervisor to sign the Interim Release from New York Liquidation Bureau on behalf of the Reliance Insurance Company which reimburses the Town the sum of $20,425.02 from the Excess Workers' Compensation Policy.

3/10/2025
Consent

FINANCIAL IMPACT:

$20,425.02

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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30065 **RESOLUTION 2025-237** **ADOPTED**

Supervising Paralegal/Town Attorney's Office

Please appoint and create a Supervising Paralegal to the Town Attorney's Office. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an annual salary of $86,016.75, Grade 3, Step I of the Exempt Non-Department Head Salary Schedule for Nicole Burroughs.

This is a promotion for an employee currently serving as a Senior Paralegal.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30066 **RESOLUTION 2025-238** **ADOPTED**

Extended Leave of Absence Without Pay/Engineering-Plant #16

Please authorize an Extended Leave of Absence Without Pay to an employee at the Engineering-Plant #16 Department. Effective February 19, 2025 through February 18, 2026.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30068 **RESOLUTION 2025-239** **ADOPTED**

School Crossing Guard- PT/Police Department

Please appoint a School Crossing Guard - PT to the Police Department. Effective February 25, 2025, Temporary, $15.50 ph, Step 1 for Laurella Maj.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30069 **RESOLUTION 2025-240** **ADOPTED**

Public Relations Coordinator/Senior Services

Please appoint a Public Relations Coordinator to the Senior Services Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 25, 2025 at an annual salary of $55,524, Grade 10, Step E for Darlene Wilber.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

Please authorize a six (6) month residency waiver.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30073 **RESOLUTION 2025-241** **ADOPTED**

Maintenance Worker/Engineering-Sewer Maintenance Department

Please appoint a Maintenance Worker to the Engineering-Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $20.63, Grade 2, Step 1 for Andrew Bezinque.

This is a promotion for an employee currently serving as Laborer and will be transferring to the Engineering-Sewer Maintenance Department.

Replacing an employee who retired.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30074 **RESOLUTION 2025-242** **ADOPTED**

Wastewater Treatment Plant Operator-Trainee/Engineering Department

Please appoint a Wastewater Treatment Plant Operator -Trainee to the Engineering Department-Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 25, 2025 at an hourly rate of $24.26, Grade IV, Step 1 for Daniel Diehl.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30075 **RESOLUTION 2025-243** **ADOPTED**

Wastewater Treatment Plant Operator-Trainee/Engineering Department

Please appoint a Wastewater Treatment Plant Operator-Trainee to the Engineering Department-Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 25, 2025 at an hourly rate of $24.26, Grade IV, Step 1 for Cory Considine.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.
Replacing an employee who retired.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30076 **RESOLUTION 2025-244** **ADOPTED**

Working Crew Chief/Engineering-Sewer Maintenance

Please appoint a Working Crew Chief to the Engineering-Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $34.86, Grade V, Step 9 for Philip Geraci.

This is a promotion for an employee currently serving as Laborer Crew Chief and replacing an employee who retired.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30077 **RESOLUTION 2025-245** **ADOPTED**

Laborer Crew Chief/Engineering-Sewer Maintenance

Please appoint a Laborer Crew Chief to the Engineering -Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $28.21, Grade IV, Step 4 for Timothy Petrie.

This is a promotion for an employee currently serving as Motor Equipment Operator and due to an employee being promoted.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30078 **RESOLUTION 2025-246** **ADOPTED**

Motor Equipment Operator/Engineering-Sewer Maintenance

Please appoint a Motor Equipment Operator to the Engineering-Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $25.63, Grade III, Step 4 for Hannah Clarkson.

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

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30079 **RESOLUTION 2025-247** **ADOPTED**

Automotive Mechanic/Engineering-Sewer Maintenance

Please appoint an Automotive Mechanic to the Engineering-Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $28.21, Grade IV, Step 4 for Jeremiah Cordero.

This is a promotion for an employee currently serving as Motor Equipment Operator and due to an employee being promoted.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30080 **RESOLUTION 2025-248** **ADOPTED**

Working Automotive Crew Chief/Engineering-Sewer Maintenance

Please appoint a Working Automotive Crew Chief to the Engineering-Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $31.15, Grade V, Step 5 for Jason Bezinque.

This is a promotion for an employee currently serving as Automotive Mechanic and replacing an employee who retired.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30081 **RESOLUTION 2025-249** **ADOPTED**

Laborer Crew Chief/Engineering-Sewer Maintenance

Please appoint a Laborer Crew Chief to the Engineering-Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $28.21, Grade IV, Step 4 for Michael Lowe, Jr.

This is a promotion for an employee currently serving as Motor Equipment Operator and replacing an employee who retired.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30083 **RESOLUTION 2025-250** **ADOPTED**

Automotive Mechanic/Engineering-Sewer Maintenance

Please appoint an Automotive Mechanic to the Engineering-Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $25.57, Grade IV, Step 2 for Jeffrey Vetter.

This is a promotion for an employee currently serving as Motor Equipment Operator.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30085 **RESOLUTION 2025-251** **ADOPTED**

Maintenance Worker (2 Positions) Engineering-Sewer Maintenance

Please appoint two (2) Maintenance Workers to the Engineering-Sewer Maintenance Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an hourly rate of $20.63, Grade II, Step 1 for Dylan Anderson and Kevin Sullivan.

Contingent upon completing all pre-employment requirements.

Replacing employees that retired.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30115 **RESOLUTION 2025-252** **ADOPTED**

Code Enforcement Officer (2 Positions)/Building Department

Please appoint two (2) Code Enforcement Officers to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 25, 2025 at an annual salary of $62,635, Grade 16, Step B for William Prenevau III and Emily Zierk.

These are promotions for employees currently serving as Assistant Code Enforcement Officers.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30116 **RESOLUTION 2025-253** **ADOPTED**

Senior Wastewater Facilities Mechanic/Engineering-Plant #16

Please appoint a Senior Wastewater Facilities Mechanic to the Engineering-Plant #16 Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 25, 2025 at an hourly rate of $34.25, Grade V, Step 8 for Anthony Cifelli.

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

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30117 **RESOLUTION 2025-254** **ADOPTED**

Senior Wastewater Facilities Mechanic/Engineering-Plant #16

Please appoint a Senior Wastewater Facilities Mechanic to the Engineering-Plant #16 Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 25, 2025 at an hourly rate of $28.25, Grade V, Step 3 for Brian Pietrzyk.

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

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30118 **RESOLUTION 2025-255** **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 25, 2025 at an hourly rate of $24.26, Grade IV, Step 1 for Christopher Dorchak.

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

3/10/2025
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
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Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30119 **RESOLUTION 2025-256** **WITHDRAWN**

Police Officer/Police Department

Please appoint a Police Officer to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII(c). Effective February 25, 2025 at an annual salary of $69,522. Contingent upon successful completion of all pre-employment requirements and Erie County Civil Service Rules and Regulations.

Replacing an employee who retired.

RESULT:	**WITHDRAWN**

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30136 **RESOLUTION 2025-257** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective March 11, 2025, Temporary, $15.50 ph, Step 1 for Emily Wargo.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30137 **RESOLUTION 2025-258** **ADOPTED**

Extended Sick Leave of Absence Without Pay/Highway Department

Please authorize an Extended Sick Leave of Absence Without Pay to an employee at the Highway Department. Effective December 1, 2024 through May 13, 2025.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30138 **RESOLUTION 2025-259** **ADOPTED**

Leave of Absence Without Pay/Police Department

Please authorize a Leave of Absence Without Pay for Military Duty in the Police Department. Effective March 4, 2025 through April 15, 2025.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30139 **RESOLUTION 2025-260** **ADOPTED**

Sr. Deputy Town Attorney/Town Attorney's Office

Please appoint a Sr. Deputy Town Attorney to the Town Attorney's Office. Permanent, effective March 17, 2025 at an annual salary of $116,894.83, Grade 1, Step G of the 2025 Exempt Non-Department Head Salary Schedule for Jane Hughes.

3/10/2025
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: 03/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30140 **RESOLUTION 2025-261** **ADOPTED**

Town Attorney/Town Attorney's Office

Please appoint a Town Attorney to the Town Attorney's Office. Permanent, effective April 1, 2025 at an annual salary of $165,003.22, Grade 1, Step M of the 2025 Exempt Department Head Salary Schedule for Steven Bengart.

Replacing an employee who resigned.

3/10/2025
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: 03/10/25 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 30125 **RESOLUTION 2025-262** **ADOPTED**

Disposition of Equipment

According to the Town's Property Disposition Policy (Res. 2011-1032), the Information Technology Department and Town Clerk are requesting approval from the Town Board to terminate the contract supporting the Docuware document management system used in the Town Clerk's Office as that software platform has been replaced by Laserfiche.

3/10/2025
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: 03/10/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30082 **RESOLUTION 2025-263** **ADOPTED**

To Adopt the 2025-2029 Amherst HOME Consortium Consolidated Plan and 2025 Amherst CDBG/HOME Action Plan and to Authorize the Supervisor to Submit the Plans to HUD

WHEREAS, the Town has prepared a 2025-2029 Amherst HOME Consortium Consolidated Plan as a guideline for the use of Federal funding to the Consortium to address the needs and objectives of the low to moderate income population in the community over the next five years and the 2025 Amherst Annual Action Plan delineating the use of CDBG and HOME funds for Program Year 2025 to address the Town's housing and community development needs identified in the 5-Year Consolidated Plan; and

WHEREAS, the Town has complied with HUD requirements that at least two public hearings be held to advise citizens of the availability of CDBG and HOME funds for Fiscal Year 2025; now, therefore, be it

RESOLVED that the Amherst Town Board hereby adopts the 2025-2029 Amherst HOME Consortium Consolidated Plan and the CDBG/HOME Action Plan for the Town of Amherst for April 1, 2025-March 31, 2026, as provided to the Town Board prior to this meeting and directs the Supervisor to act as official representative of the Town in submitting the Five Year Consolidated Plan and Action Plan and amendments thereto, all understandings and assurances contained therein, and authorizes him to act in connection with the submission of the Action Plan and to provide such additional information as may be required by the Department of Housing and Urban Development.

3/10/2025
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no local monetary consideration and will have no impact on the Town Budget or tax rate.

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

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa,
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

February 18, 2025

Agenda of February 24, 2025

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

Subject: Authorization for the Supervisor to submit the 2025-2029 Amherst HOME Consortium Consolidated Plan and 2025 Amherst Action Plan for the Community Development Program to HUD.

Honorable Members:

Amherst Community Development and the Amherst-Tonawanda-Cheektowaga (ACT) HOME Consortium has completed a 5-year Consolidated Plan for Program Years 2025-2029 and a 2025 Annual Action Plan. The Plans outline the goals and priorities for expenditure of Community Development Block Grant and HOME Investment Partnerships Program funds over these timeframes.

The Town Board held a public hearing on the Five-Year Consolidated Plan and 2025 Amherst Action Plan on October 15, 2024 and a second public hearing was held on February 13, 2025 to hear citizen comments. Copies of the draft Consolidated and Action Plans were placed in the Town's four libraries on December 19, 2024, posted to the Town's website and provided to the Town's Supervisor and Council Members' Office. There were a few public comments at the first Town Board meeting and no public comments at the second public hearing.

The Town must submit the 2025-2029 Consolidated and 2025 Action Plans to the U.S. Department of Housing and Urban Development (HUD) by no later than August 16, 2025. The program year for the Action Plan begins April 1st, 2025. HUD will provide grant contracts sometime after that date.

A proposed resolution for adopting the Consolidated and Action Plans and authorizing the Supervisor to submit the plans is attached for your consideration. Thank you for your assistance with this matter.

Very truly yours,

Daniel J. Ulatowski, AICP
Assistant Planning Director

X:\Community Development\New Structure\CON PLAN\2025-2029 ConPlan\Draft & Final Plans\TB ltr for Adoption & Submittal to HUD 2.24.25.docx

Attachment: Signed_TB_letter_Approval_2.24.25 (RES-2025-263 : Adoption of the 5 Year Consolidated Plan & the 2025 Annual Action Plan)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30146 **RESOLUTION 2025-264** **ADOPTED**

Cooperation Agreement with the Village of Williamsville CRS #5336

WHEREAS, the Town applies for Community Development Block Grant funds & HOME Investment Partnership Grant funds each year from the U.S. Department of Housing & Urban Development; and

WHEREAS, the U.S. Department of Housing and Urban Development requires that the Town allocate seven percent of the Community Block Grant funds to the Village; and

WHEREAS, the Village is required to allocate and spend the funds on eligible activities in the Village;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Amherst authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to enter into a Cooperation Agreement, attached hereto, with the Village of Williamsville for the 2025-2027 Community Development program years.

3/10/2025
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no monetary consideration and will have no impact on the Town Budget or tax rate.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	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. Kulp
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

February 21, 2025

Agenda of March 10, 2025

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

Subject: Cooperation Agreement with the Village of Williamsville

Honorable Board Members:

The Town of Amherst applies for Community Development Block Grant Funds & HOME Investment Partnership Grant Funds to the Department of Housing and Urban Development every year, this includes funding for the Village of Williamsville. The Town allocates seven percent annually of the total Community Development Block Grant to the Village of Williamsville for their use on eligible activities.

Attached for your consideration is a resolution authorizing the Town Supervisor to sign an agreement with the Village of Williamsville for a three-year term effective from April 1, 2025 through March 31, 2028.

Sincerely,

Daniel C. Howard, AICP
Planning Director

Att.

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Village of Williamsville\Village Coop. Agreement 2025-2027\TB_letter_Village_Agreement_3.10.25.docx

Attachment: TB_letter_Village_Agrmt_signed 3.10.25 (RES-2025-264 : Cooperation Agreement with the Village of Williamsville CRS #5336)

COOPERATION AGREEMENT BETWEEN THE TOWN OF AMHERST AND THE VILLAGE OF WILLIAMSVILLE PURSUANT TO THE COMMUNITY DEVELOPMENT ACT OF 1974 AND THE NATIONAL AFFORDABLE HOUSING ACT OF 1990, AS AMENDED

THIS AGREEMENT, entered into as of the _____ day of _____, 2025, between the Town of Amherst, a municipal corporation of the State of New York having an office located at 5583 Main Street, Williamsville, New York 14221, (hereinafter referred to as the "Town"), and the Village of Williamsville, a municipal corporation of the State of New York, having an office located at 5565 Main Street, Williamsville, NY 14221, (hereinafter referred to as the "Village").

WITNESSETH

WHEREAS, the 93rd session of the Congress of the United States has passed and the President of the United States has signed into law, the Housing and Community Development Act of 1974, which has been amended by the Housing and Community Development Act of 1981 (Public Law 97-35), and the national Affordable Housing Act of 1990, and

WHEREAS, the primary purpose of the Housing and Community Development Act of 1974, and the National Affordable Housing Act of 1990, as amended, is to develop better communities in the United States, and

WHEREAS, the Town desires to cooperate with the Village in applying for and utilizing a maximum share of any funds available under said Housing and Community Development Acts, and the National Affordable Housing Act, and

WHEREAS, the Village desires to undertake essential community development and housing assistance activities, as defined in said Acts, and

WHEREAS, the Town can be designated as a "Metropolitan City" by the United States Department of Housing and Urban Development and is thereby eligible for a formula share of program funds, provided said Town enters into a cooperation agreement with the included unit of general local government, and

WHEREAS, the Amherst Town Board, by Resolution dated_____has authorized the Town Supervisor to enter into such a cooperative agreement, and

WHEREAS, the Williamsville Board of Trustees has authorized its Mayor to enter into a cooperative agreement with the Town by Resolution dated _____so as to receive funds available by the application of the Town under the Housing and Community Development Act of 1974, as amended.

NOW, THEREFORE, the Town and Village hereby agree as follows:

Attachment: Village_Agreement_2.5.25 (RES-2025-264 : Cooperation Agreement with the Village of Williamsville CRS #5336)

1. The Town and the Village shall cooperate in undertaking or assisting in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing as defined in the Housing and Community Development Act of 1974, and the National Affordable Housing Act of 1990, as amended, and implementing regulation of said Act, each within the scope of its powers under New York State Law.

2. The Town, shall, as applicant, accept from the Village, funding requests for specific community development and/or housing assistance activities which are consistent with the Town's Five Year Consolidated Plan. Maximum feasible priority shall be given to activities that benefit low and moderate income families or aid in the elimination or prevention of slums or blight. The Town shall apply to the Department of Housing and Urban Development (HUD) for Community Development Block Grants and HOME Investment Partnership funds to fund such requests. If said application is approved, the Town shall use for the Village, Community Development Block Grant funds and HOME Investment Partnership funds for the above said specific community development and/or housing assistance activities, provided, however, that a different distribution shall be made after receipt or advice or a determination by HUD or other duly authorized body that a different distribution is necessary to comply with the requirements of the Housing and Community Development Act of 1974 or the National Affordable Housing Act of 1990, as amended.

3. Time of Performance: this Agreement is for Qualifications Periods FY 2025-2027 and supersedes any prior Agreement between the two parties for these Periods.

4. HOME Program: by executing this Agreement, the Village acknowledges that it may participate in the HOME Program only through the Town, so that, even if the Town does not receive a HOME formula allocation, the Village cannot form a HOME Consortium with other local governments; and that it may not apply for grants from appropriations under the New York State CDBG program for fiscal years during the period in which it participates in the Town's CDBG program.

5. The Village shall receive a minimum allocation of Housing and Community Development funds of seven (7) percent committed by the Federal Government to the Amherst Metropolitan City annually.

6. Method of Payment: The Village will complete a Town of Amherst voucher for payment of approved costs accrued in carrying out the Village project and will provide the Town any necessary paperwork such as certified payroll and labor standard compliance forms before payment to the Village will be made.

7. Program Income: Program income, if any, received by the Village will be returned to the Town and held for future use by the Village in Town managed CDBG Accounts. Program Income will be tracked and reported to HUD by the Town, and is subject to reuse in accordance with the same provisions outlined in this agreement.

8. Termination: The Town shall have the authority to carry out activities which will be funded from annual Community Development Block Grant and HOME Investment Partnership funds from

Attachment: Village_Agreement_2.5.25 (RES-2025-264 : Cooperation Agreement with the Village of Williamsville CRS #5336)

Federal Fiscal Years 2025, 2026 and 2027 appropriations (and any successive qualification periods) and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the Village. The Town and Village may not terminate or withdraw from the cooperation agreement while it remains in effect. This Cooperation Agreement is effective from April 1, 2025 through March 31, 2028.

9. Remedies for Non-Compliance: If, through any cause, the Village shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Village shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall thereupon have the right to impose one or any combination of the following remedies for non-compliance: (1) Temporarily withholding cash payments pending correction of the deficiency; (2) Disallowing all or part of the cost of the activity or action not in compliance; (3) Wholly or partly suspending or terminating the current award; (4) Withholding further awards; and (5) Taking other remedies that may be legally available.

10. Fair Housing Requirements: the Town and the Village shall take all required actions to comply with the Town's certification required by Sections 104 (b) and 109 Title 1 of the Housing and Community Development Act of 1974, and the National Affordable Housing Act of 1990, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, the Americans with Disabilities Act of 1990 and other state & federal applicable laws.

CDBG and HOME funding for activities in or in support of the Village will be prohibited if the Village does not affirmatively further fair housing within its jurisdiction or if the Village impeded the Town's actions to comply with its fair housing certification.

Pursuant to 24 CFR 570.501(b), the Village is subject to the same requirements applicable to subrecipients, including the execution of a written agreement required under 24 CFR 570.503.

The Town has adopted and is enforcing the following:

a. a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdictions against any individual engaged in non-violent civil rights demonstrations;
b. a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their jurisdictions.

11. Equal Employment Opportunity: The Village will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, national origin or because he or she is a disabled veteran or veteran of the Vietnam era. The Village shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex (including pregnancy, gender identity & sexual orientation), disability, age, familial status, national origin, genetic information or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment

Attachment: Village_Agreement_2.5.25 (RES-2025-264 : Cooperation Agreement with the Village of Williamsville CRS #5336)

advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities.

The Village agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause. The Village will in all solicitations or advertisements for employees placed by or on behalf of the Village, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy, gender identity & sexual orientation), disability, age, familial status, national origin, genetic information or because he or she is a disabled veteran or veteran of the Vietnam era. The Village will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Village shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Town may reasonably require for purposes of demonstrating compliance with this Section 11.

The Village agrees to comply with such rules, regulations, or guidelines as the Town may issue to implement these requirements.

12. Interest of Members: No officer, member, or employee of the Village, and no member of the governing body of the Town who exercises any functions or responsibilities in the review or approval of the undertaking of any projects funded with Community Development funds, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association (other than the Village) in which he is, directly or indirectly interested or has any personal or pecuniary interest, direct or indirect.

13. Assignability: The Village shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Town thereto: provided however, that claims for money due or to become due to the Village from the Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Town.

14. Interest of the Village. The Village covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Village further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. Findings Confidential: Any reports, information, data, etc., given to or prepared or assembled by the Village under this Agreement which the Town requests to be kept confidential shall not be made available to any individual or organization by the Village without the prior written approval of the Town, except as may be required by law or by order of a court or governmental agency with appropriate jurisdiction.

Attachment: Village_Agreement_2.5.25 (RES-2025-264 : Cooperation Agreement with the Village of Williamsville CRS #5336)

16. Officials Not to Benefit: No members of or Delegates to the Congress of the United States of America or Town officials or employees engaged in the administration of the Grant shall be admitted to any share in the Project or part thereof or to any benefit to arise here from.

17. Conflict of Interest: No person who is an employee, agent, consultant, officer or elected official or appointed official of the Town or the Village who exercises or have exercised any functions or responsibilities with respect to activities assisted with HOME or Community Development Block Grant (CDBG) funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME or CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

18. Publication, Reproduction, and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Town shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

19. Audits and Inspections: At any time during normal business hours and as often as the Town may deem necessary, there shall be made available to the Town for examination all of the Village's records with respect to all matters covered by this Agreement and the Village will permit the Town to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this Agreement.

20. Refusal to Testify, Grounds for Cancellation, Disqualification: Upon refusal by the Village, or if the Village is a firm, partnership, or corporation, upon refusal of a person who is an officer or employee of the Village when called before a Grand Jury to testify concerning any transaction or contract with the State, or any political subdivision, public authority, any public department, agency, or official thereof, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, the Village, and such other person, shall be disqualified after such refusal from selling to or submitting bids to or receiving awards from or entering into any contracts with the Town for goods, work or services for a period of five (5) years and this Agreement at the option of the Town may be cancelled or terminated without incurring any penalty or damages on account of such cancellation or termination, provided, however, that any monies owing hereunder for goods delivered or work done prior to such cancellation or termination shall be paid.

21. Private Contractors: The Village agrees that in the event it contracts with private contractors for any project or part of the project undertaken pursuant to this Agreement, it will observe the Laws of New York and Federal Government requirements as detailed in 24 CFR 85.35, 24 CFR 85.36(b)(2), 24 CFR 85.36(b)(10), 24 CFR 85.36 (c)(4), 24 CFR 85.36 (d)(2), 24CFR 85.36(d)(3), 24CFR 85.36(e) and any other CDBG regulations regarding the letting of private contracts.

22. Federal and State Requirements: The Village agrees to abide by all present and future applicable New York State and Federal Government requirements in carrying out the approved activity. The

Attachment: Village_Agreement_2.5.25 (RES-2025-264 : Cooperation Agreement with the Village of Williamsville CRS #5336)

Village will comply with federal Uniform Administrative Requirements referenced at 24 CFR 92.505, including OMB Circular A-122 and the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13-to-84.16, 84.21, 84.22, 84.26, 84.28, 84.30, 84.31, 84.34-to-84.37, 84.40-to-84.48, 84.51, 84.60-to-84.62, 84.72, and 84.73.

23. Other Federal Program Requirements: The Village will carry out the activity in compliance with all federal laws described in subpart F of 24 CFR part 92 and 24 CFR part 570, as applicable.

24. Requests for Disbursement of Funds: The Village may not request disbursement of funds under the Agreement until funds are needed for payment of eligible costs. The amount of each request must be limited to the actual amount needed and be in a format acceptable to the Town. Invoices must be submitted to the Town no later than January 10th for work completed by December 31st of the previous year. Upon review and approval of the aforementioned vouchers and documents by the Town, the Town shall process and subsequently issue funds totaling the approved amount.

25. Hold Harmless and Indemnification:

A. To the fullest extent permitted by law, the Village shall defend, indemnify, and hold harmless the Town and its officers, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of its obligations under this Agreement, provided that any such claims, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Village, any contractor or subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Town or any of their officers, agents or employees by an employee of the Village, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation acts, disability benefit acts or other employee benefit acts.

The Village agrees that in the event it contracts with private contractors for work which is funded in part or in whole pursuant to this Agreement, the Village must have an agreement from the private contractor or subcontractor to obtain contractual and General Liability insurance coverage insuring the Village and the Town.

Such insurance coverage shall be in full force and effect by the beginning date of any project work and continue in full force until the project work is complete, or until the release of the private contractor by the Village.

B. To the fullest extent permitted by law, the Town shall defend, indemnify, and hold harmless the Village and its officers, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the

Attachment: Village_Agreement_2.5.25 (RES-2025-264 : Cooperation Agreement with the Village of Williamsville CRS #5336)

performance of its obligations under this Agreement, provided that any such claims, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Town, any contractor or subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Village or any of their officers, agents or employees by an employee of the Town, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation acts, disability benefit acts or other employee benefit acts.

The Town agrees that in the event it contracts with private contractors for work which is funded in part or in whole pursuant to this Agreement, the Town must have an agreement from the private contractor or subcontractor to obtain contractual and General Liability insurance coverage insuring the Town and the Village.

Such insurance coverage shall be in full force and effect by the beginning date of any project work and continue in full force until the project work is complete, or until the release of the private contractor by the Town.

26. Records and Reports: The Village agrees to begin work within a reasonable time after execution of the Agreement. It further agrees to maintain complete records pertaining to carrying out the activities, including those pertaining to costs, marketing and applicants, income determination, contracts, compliance with federal requirements and regulations and other information required by the Town in order to assist the Town in meeting its record keeping requirements. Refer to 24 CFR 85.42 as modified by 570.502(a)(16), or 24 CFR 84.53(b) as modified by 570.502(b)(3)(ix) (A) and (B), as appropriate.

27. Appropriations under the Act: This Agreement shall be valid only to the extent that the Federal Government appropriates monies for the project under the HOME Investment Partnership Grant and Community Development Block Grant Programs. Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in the amount stipulated in the Annual Action Plans as approved by the Amherst Town Board.

28. Amendment: This contract may be amended only by written instruments executed by the parties to this Agreement and may be amended to add, delete and/or modify projects and project budgets within the amount of funding allocated for the Village's projects by notification in writing to the Town accompanied by a copy of a resolution approved by the Village Board at a duly called meeting authorizing such additions, deletions and/or modifications. Such amendment shall be in conformity with applicable federal requirements.

Attachment: Village_Agreement_2.5.25 (RES-2025-264 : Cooperation Agreement with the Village of Williamsville CRS #5336)

29. Notice and Communication: Any notice, request or other communication required or permitted to be given hereunder shall be in writing and delivered personally or sent registered or certified mail, return receipt requested, to the recipient at the address designated for such party in the Agreement or to such other address as such recipient may have last designated by notice similarly given.

30. Obligations of the Village With Respect to Certain Third Party Relationships:
The Village shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. The Village shall, by contractual requirement, covenant, or other binding commitment, assure the compliance on the part of any contractor, subcontractor, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town's and the Town of Amherst's assurances and certifications pursuant to the HOME and Community Development Block Grant Programs.

31. This Agreement shall be null and void in the event of, and on a proportionate basis to, the withdrawal of funds by HUD for any project using Community Development funds. This Agreement shall be executory only to the extent that funds are made available to the Town pursuant to the Community Development Block Grant as applied for by the Town for purposes of this Agreement.

32. Anti-Lobbying: To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

33. The Town of Amherst, as the Metropolitan City designee; will administer and assume the costs associated with the Housing and Community Development Program. Administrative costs are subject to revision based on demonstrated need. Administrative and rehabilitation program costs will be reviewed annually.

34. The Village will include the Section 3 Compliance in contracts funded with HOME or CDBG funds that require the Section 3 Compliance.

Attachment: Village_Agreement_2.5.25 (RES-2025-264 : Cooperation Agreement with the Village of Williamsville CRS #5336)

SECTION "3" COMPLIANCE

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which amended Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. If Section 3 hiring is to be completed specifically for this contract the contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's hiring commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and locations of the person (s) taking applications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. Copies of such notices will be provided to the Town.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

F. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Attachment: Village_Agreement_2.5.25 (RES-2025-264 : Cooperation Agreement with the Village of Williamsville CRS #5336)

COOPERATION AGREEMENT BETWEEN THE TOWN OF AMHERST AND THE VILLAGE OF WILLIAMSVILLE

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

VILLAGE OF WILLIAMSVILLE

By: Christine L. Hunt
Christine L. Hunt, Mayor, Village of Williamsville

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor, Town of Amherst

VILLAGE ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 27th day of Jan, 2025, before me personally Christine L. Hunt to me known, who, being by me duly sworn, did depose and say that she resides in Williamsville, New York , that he/she is the Mayor of the Village of Williamsville, the municipal corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board; that he/she signed his name thereto by like order.

Sophie Kephart
Notary Public

SOPHIE KEPHART
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KE0028517
Qualified in ERIE County
Commission Expires 9/5/2028

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this _____ day of _____, 2025, before me personally came Brian J. Kulpa, to me known, who, being by me duly sworn, did depose and say that he/she resides in Amherst, New York that he/she is the Town Supervisor for the Town of Amherst, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board; that he signed his name thereto by like order.

_____
Notary Public

Attachment: Village_Agreement_2.5.25 (RES-2025-264 : Cooperation Agreement with the Village of Williamsville CRS #5336)

Addendum to Contract

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.

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

Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising 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 in connection with its obligations under this Agreement.

Town shall indemnify and hold the Contractor, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Contractor, its officers, agents, and/or employees, arising out of the work of the Town, its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Town, its officers, agents, subcontractors, and/or employees in connection with its obligations under this Agreement.

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

Attachment: Village_Agreement_2.5.25 (RES-2025-264 : Cooperation Agreement with the Village of Williamsville CRS #5336)

(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.

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.

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

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

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

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

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

Attachment: Village_Agreement_2.5.25 (RES-2025-264 : Cooperation Agreement with the Village of Williamsville CRS #5336)

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.

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

Agreed to and Accepted by:

Village of Williamsville
Company

By: Christine L. Hunt
Christine L. Hunt, Mayor

Date: 1-27-2025

Agreed to and Accepted by:

Town of Amherst
Company

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Village_Agreement_2.5.25 (RES-2025-264 : Cooperation Agreement with the Village of Williamsville CRS #5336)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30031 **RESOLUTION 2025-265** **ADOPTED**

Training & Travel Request NCFI Introduction to Phone Repair

TOWN BOARD AGENDA ITEM : FEBRUARY 24, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
NCFI Introduction to Phone Repair

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 29, 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 24, 2025)**

3/10/2025
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 29, 2025	Hoover, AL	NCFI: Intro to Phone Repair

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

2/4/2025

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 Intro to Phone Repair Course Training 3.23.25 3.29.25 (RES-2025-265 : Training & Travel Request: NCFI Intro to

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30165 **RESOLUTION 2025-266** **ADOPTED**

Training & Travel Request NYTOA TacOps North Tactical Training Conference & Expo

TOWN BOARD AGENDA ITEM : MARCH 10, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
NYTOA TacOps North Tactical Training Conference & Expo

Kindly adopt a Resolution authorizing four (4) Officers to attend the above entitled training conference. This course is being held in Verona, New York from April 15, 2025 through April 18, 2025. The cost for this training and travel is $4,581.46.

Thank you.

SPC:msl
Attachments
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 10, 2025)**

3/10/2025
Consent

FINANCIAL IMPACT:

T 2917 .4002: $4,581.46

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

Date of Departure	Date of Return	Destination	Purpose/Justification
April 15, 2025	April 18, 2025	Verona, NY	NYTOA Tactical Training Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation: Police Vehicle			
Mileage @ $0.67 Gas	$50	T2917.4002	
Tolls	$25		
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
3 # nights @ $ 220	$660		
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75% $41.25	$82.50		
0 # Breakfasts @ $			
2 # Lunches @ $ 19	$38		
2 # Dinners @ $ 31	$62		
2 # Incidentals @ $ 5	$10		
Registration/Conference Fee	$499.99		
Other			
Subtotal	$1,427.49		N/A
Contingency - 10% of subtotal or $200	$142.75		N/A
TOTAL	$1,570.24		

Request Approved By:

Department Head Signature

3/3/2025

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

Revised 1.2024

Attachment: RedactedTravelFormNYTOA TacticalTrainingConference 4.15.25 4.18.25 3.10.25 (RES-2025-266 : Training & Travel Request: NYTOA TacOps

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

Date of Departure	Date of Return	Destination	Purpose/Justification
April 15, 2025	April 18, 2025	Verona, NY	NYTOA Tactical Training Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation: Police Vehicle			
Mileage @ $0.67 Gas			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
3 # nights @ $ 220	$660	T2917.4002	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75% $41.25	$82.50		
0 # Breakfasts @ $			
2 # Lunches @ $ 19	$38		
2 # Dinners @ $ 31	$62		
2 # Incidentals @ $ 5	$10		
Registration/Conference Fee	$499.99		
Other			
Subtotal	$1,352.49		N/A
Contingency - 10% of subtotal or $200	$135.25		N/A
TOTAL	$1,487.74		

Request Approved By:

Department Head Signature

3/3/2025

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

Revised 1.2024

Attachment: RedactedTravelFormNYTOA TacticalTrainingConference 4.15.25 4.18.25 3.10.25 (RES-2025-266 : Training & Travel Request: NYTOA TacOps

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

Date of Departure	Date of Return	Destination	Purpose/Justification
April 15, 2025	April 18, 2025	Verona, NY	NYTOA Tactical Training Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation: Police Vehicle			
Mileage @ $0.67 Gas			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75% $41.25	$82.50	T2917 .4002	
0 # Breakfasts @ $			
2 # Lunches @ $ 19	$38		
2 # Dinners @ $ 31	$62		
2 # Incidentals @ $ 5	$10		
Registration/Conference Fee	$499.99		
Other			
Subtotal	$692.49		N/A
Contingency - 10% of subtotal or $200	$69.25		N/A
TOTAL	$761.74		

Request Approved By:

Department Head Signature

3/3/2025

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

Revised 1.2024

Attachment: RedactedTravelFormNYTOA TacticalTrainingConference 4.15.25 4.18.25 3.10.25 (RES-2025-266 : Training & Travel Request: NYTOA TacOps

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

Des

Date of Departure	Date of Return	Destination	Purpose/Justification
April 15, 2025	April 18, 2025	Verona, NY	NYTOA Tactical Training Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation: Police Vehicle			
Mileage @ $0.67 Gas			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75% $41.25	$82.50	T 2917.4002	
0 # Breakfasts @ $			
2 # Lunches @ $ 19	$38		
2 # Dinners @ $ 31	$62		
2 # Incidentals @ $ 5	$10		
Registration/Conference Fee	$499.99		
Other			
Subtotal	$692.49		N/A
Contingency - 10% of subtotal or $200	$69.25		N/A
TOTAL	$761.74		

Request Approved By:

Department Head Signature

3/3/2025

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

Revised 1.2024

Attachment: RedactedTravelFormNYTOA TacticalTrainingConference 4.15.25 4.18.25 3.10.25 (RES-2025-266 : Training & Travel Request: NYTOA TacOps

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30169 **RESOLUTION 2025-267** **ADOPTED**

Training & Travel Request Advanced Homicide Symposium

TOWN BOARD AGENDA ITEM : MARCH 10, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
Advanced Homicide Symposium

Kindly adopt a Resolution authorizing two (2) Officers to attend the above entitled training symposium. This course is being held in Harrisburg, Pennsylvania from March 9, 2025 through March 14, 2025. The cost for this training and travel is $2,261.60.

Thank you.

SPC:msl
Attachments
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 10, 2025)**

3/10/2025
Consent

FINANCIAL IMPACT:

A 3121 .4050: $150.00

A 3121 .4120: $1,906.00

Contingency amounts not included in these calculations

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

De

Date of Departure	Date of Return	Destination	Purpose/Justification
March 9, 2025	March 14, 2025	Harrisburg, PA	Advanced Homicide Symposium

Expenses	Estimated	Budget A/C #	Actual
Transportation: Police Vehicle			
Mileage @ $0.67 Gas	$125	A3121.4050	
Tolls	$25	"	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
5 # nights @ $ 124	$620	A3121.4120	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75% $55.50	$111	"	
3 # Breakfasts @ $ 18	$54	"	
3 # Lunches @ $ 20	$60	"	
3 # Dinners @ $ 31	$93	"	
3 # Incidentals @ $ 5	$15	"	
Registration/Conference Fee			
Other			
Subtotal	$1,103		N/A
Contingency - 10% of subtotal or $200	$110.30		N/A
TOTAL	$1,213.30		

Request Approved By:

Department Head Signature

2/29/2025

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

Revised 1.2024

Attachment: RedactedTravelFormAdvancedHomicideSymposium 3.9.25 3.14.25 3.10.25 (RES-2025-267 : Training & Travel Request: Advanced Homicide

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

Des

Date of Departure	Date of Return	Destination	Purpose/Justification
March 9, 2025	March 14, 2025	Harrisburg, PA	Advanced Homicide Symposium

Expenses	Estimated	Budget A/C #	Actual
Transportation: Police Vehicle			
Mileage @ $0.67 Gas			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
5 # nights @ $ 124	$620	A3121.4120	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75% $55.50	$111	"	
3 # Breakfasts @ $ 18	$54	"	
3 # Lunches @ $ 20	$60	"	
3 # Dinners @ $ 31	$93	"	
3 # Incidentals @ $ 5	$15	"	
Registration/Conference Fee			
Other			
Subtotal	$953		N/A
Contingency - 10% of subtotal or $200	$95.30		N/A
TOTAL	$1,048.30		

Request Approved By:

Department Head Signature

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

Revised 1.2024

Attachment: RedactedTravelFormAdvancedHomicideSymposium 3.9.25 3.14.25 3.10.25 (RES-2025-267 : Training & Travel Request: Advanced Homicide

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30084 **RESOLUTION 2025-268** **ADOPTED**

Purchase of 1-Year Subscription Mitchell1 ProDemand Online Service Manual CRS No. 5327

We respectfully request the Town Board to approve payment to Mitchell1 in order to renew our online subscription of Automotive Service/Repair Manuals for vehicle maintenance and repairs. The online subscription provides important software-driven diagnostic tools for the Engineering Department. The total amount for the 1-year subscription is $2,640.00.

We are also requesting an insurance waiver as this is for an online-only subscription and Mitchell1 will not have access to Town network. Funding will be available from the Sewer Maintenance account G 9000 - 4240.

This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

G 9000 - 4240

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

Make Checks Payable to MITCHELL 1

From the U.S.: MITCHELL1 25029 Network Place, Chicago, IL 60673-1250
Federal ID No.: 33-0734307

From Canada: MITCHELL1 P. O Box 15358 Station A, Toronto, ON M5W 1C1 Canada
GST No.: 888262094RT0001

Correspondence to: MITCHELL1 16067 Babcock Street, San Diego, CA 92127-3690 Ph# (888) 724-6742

2025 Renewal Subscription Order Form/ 30-Day Quote

ORDER # 32136259

NEW ACCOUNT? ☐ Yes ☑ No ☑ Has Info Changed?

SHIP TO ☐ Rep ☐ Customer ☐ Other

SHIP TO #:	921821	CRP ID:	ASSOC MEMBER #:	PDG or Lead #:	DATE: 1/28/25
CO NAME:	TOWN OF AMHERST			OUT OF TERRITORY? (if yes, needs RSM approval)	Y ☐ N ☑
ATTENTION	Jason Bezinque			FIELD REP # (6 digit account)	
ST ADDRESS:	1100 N FOREST RD			FIELD REP NAME:	
CITY, ST, ZIP:	WILLIAMSVILLE, NY 14221			TM # 0382	TM Rep Name KEN OBRIEN
PH#:		FAX#:		EMAIL:	Koch, Jason <JKoch@amherst.ny.us>

☐ Bill to address is the same? If not, complete the following section.

BILL TO #:		CO NAME:			
ATTENTION:					
ST ADDRESS:					
CITY, ST, ZIP:		PH#:		EMAIL:	

PRODUCT		QTY	Subscription NEW	Subscription REN	Code	Term	Price**
Select Product	"TechWorks"	1	☐	☑		12	$ 2,640.00
			☐	☐			
--			☐	☐			
--			☐	☐			
--			☐	☐			
Type Other	12-month "governmental" renewal subscription term		☐	☐			

Subtotal	$ 2640.00
+ TAX* if applicable	$ 0.00
TOTAL	$ 2640.00

*If tax exempt, you must attach exempt certificate

**Pricing good for 30 days excluding promotional pricing which expires at the end of the stated promotional period

Promotional pricing returns to list pricing in renewal term

☐ ☐

Remit Payment to Mitchell 1.

☐ FIRST MONTH ☐ Check (Ck #: Amt) ☑ PO # 2414108

☑ FULL PAYMNT ☐ Credit Card Card # Name on Card. Exp:

SPECIAL INSTRUCTIONS: To renew the annual data/maintenance suppport subscription for the licensed M1 software listed above- please email to us a copy of your authorized PO Thank you

*OP Note- please update listed contact in CIS Thanks

Ken O'Brien- Senior Account Manager. Mitchell1. 1-888-724-6742 ext. # 0451 ken.o'brien@mitchell1.com

EOF122023

Attachment: Mitchell 1 software (RES-2025-268 : Purchase of 1-Year Subscription CRS No. 5327)

A Snap-on Company

Mitchell1

MITCHELL1
25029 NETWORK PLACE
CHICAGO, IL 60673-1250

INVOICE

FED ID #: 33-0734307

BILL
TOWN OF AMHERST
SHAWN KILROY
1100 N FOREST RD
WILLIAMSVILLE NY 14221-3225

SHIP
TOWN OF AMHERST
SHAWN KILROY
1100 N FOREST RD
WILLIAMSVILLE NY 14221-3225

We report our credit information to experian

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

INVOICE NUMBER	DATE	BILL TO ACCOUNT NO.	CORP NO.	PAGE
32136259	01-14-25	921821		1
PURCHASE ORDER NUMBER	**TERMS**	**SHIP TO ACCOUNT NO.**	**SHIP VIA**	
	PROFORMA	921821		

QTY	PRODUCT	DESCRIPTION	UNIT PRICE		AMOUNT
		QUOTE GOOD FOR 30 DAYS THANK YOU FOR YOUR ORDER.			
1	TECHPDOWKSGV	PRODEMAND/MTR ONLY COMBO GOVT SUB	2640.00		2640.00
			SUB TOTAL	:	2640.00
			SALES TAX	:	0.00
			SHIPPING	:	0.00

THANK YOU
Please Pay This Amount 2640.00

For Payments Only:

MITCHELL1
25029 NETWORK PLACE
CHICAGO, IL 60673-1250

Please remove at perforation and return with your payment. Thank yo

INVOIC

SORRY, WE CANNOT ACCEPT POST-DATED CHE

SEE OTHER SIDE FOR ADDRESS TO SEND:
CORRESPONDENCE/ADDRESS/SUBSCRIPTION CHANGES

688177 T038

INVOICE NO.	DATE	TERMS	PURCHASE ORDER NO.	INVOICE AMT	AMT
32136259	01-14-25	PROFORMA		2640.00	

BILL TO ACCOUNT NO. - 921821

BILL TO
TOWN OF AMHERST
SHAWN KILROY
1100 N FOREST RD
WILLIAMSVILLE NY 14221-3225

SHIP TO ACCOUNT NO. - 921821

SHIP TO
TOWN OF AMHERST
SHAWN KILROY
1100 N FOREST RD
WILLIAMSVILLE NY 14221-3225

Attachment: Mitchell 1 software (RES-2025-268 : Purchase of 1-Year Subscription CRS No. 5327)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30101 **RESOLUTION 2025-269** **ADOPTED**

Alfa Laval Inc. Payment Authorization WPCF Centrifuge 6 Repair

The Engineering Department-Water Pollution Control Facility Division is currently seeking Town Board approval to authorize the Comptroller's Office to pay Alfa Laval invoice 285753161 for $12,788.04.

During the last week of January 2024, both dewatering centrifuges (#5 and #6) experienced unforeseen mechanical issues. As such, the WPCF could not dewater sludge for disposal, which is critical to the WPCF's operation. With the help from the Alfa Laval technical support team, the backup centrifuge (#5) was brought back on line, allowing dewatering to begin the following week.

The primary machine, centrifuge (#6) remained out of service until further work was completed. Facility personnel immediately ordered the parts required for this repair through Alfa Laval, the original equipment manufacturer. These parts were installed through CMS 4740-4409 Centrifuge Repair - Town Board Resolution 2024-399.

Funds for this request are available in KP2136-2150.

Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

KP2136-2150

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

13.S.2.a

Adopted
Feb 26, 2024 7:00 PM

Town of Amherst
Erie County, New York

Resolution
RES-2024-205

WPCF Centrifuge #6 Critical Repair Alfa Laval, Inc.
CRS No. 4610

Information

Department: Engineering Services
Category: Contracts, Agreements, Leases
Sponsors:

Attachments

Printout
Alfa Laval Quote 0-240130-01086

Financial Impact

This request is pending completion of the contract routing process. Funds for this request are available in KP2136-2150.

Body

The Engineering Department-Water Pollution Control Facility Division is currently seeking Town Board approval and the Supervisor's authorization for the work listed on the attached Alfa Laval quote O-240130-01086, for $27,068.12.

During the last week of January 2024, both dewatering centrifuges (#5 and #6) experienced unforeseen mechanical issues. As such the WPCF could not dewater sludge for disposal, which is critical to the WPCF's operation. With help from the Alfa Laval technical support team, the backup centrifuge (#5) was brought back on line, allowing dewatering to begin the following week.

The primary machine, centrifuge #6, remains out of service until the work is completed in the attached quote. The reason for this request is that the parts and service for the centrifuge reference in the attached quote are solely provided by Alfa Laval and in addition the centrifuge requires a repair utilizing Alfa Laval's field support. The earliest opportunity for Alfa Laval to come in for the repair is the week of March 4, 2024 and until that time there is no redundancy in the dewatering process.

This request is pending completion of the contract routing process. Funds for this request are available in KP2136-2150.

Thank you for considering this request.

2/26/2024
Consent

Meeting History

Feb 26, 2024 7:00 PM **Town Board** **Regular Meeting of the Town Board**

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

Discussion

Add Comment

Attachment: TBR 2024-205 - PO 2410080 - Alfa Invoice (RES-2025-269 : Alfa Laval Inc. Payment Authorization)

Powered by **Granicus**

TOWN OF AMHERST

VOUCHER

PO NO: 2410080

Date: 01/31/2025

This number must appear on all packages and invoices

WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771 FAX: (716) 691-4496
Federal ID# 16-6002157

Fund/Dept/Dist.	Object	Amount
KP 2136	2150	$ 12,788.04
	TOTAL	$ 12,788.04

Supplier: 000241

ALFA-LAVAL SHARPLES
PO Box 8500-52788
PHILADELPHIA, PA 19178-2788
CRS # 4610 RES-2024-205 TBA 2/26/24

REVISED

ENCUMBRANCE

☐ **Check box if partial payment (P.O. will remain open)**

Quantity	Description	Unit Price	Amount
1	CENTRIFUGE REPAIR PARTS	$ 12,788.04	$ 12,788.04
		TOTAL	$ 12,788.04

Due Date: _____ **Invoices:** 285753161 **SALES TAX EXEMPT**

☐ **Separate Check Required**

Invoices must be rendered on attached form (voucher) furnished by the Town of Amherst and must be properly signed. The town will not be responsible for merchandise delivered without a receipt signature.

Received by _____

Date Received _____

All purchase contracts involving an aggregate expenditure of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION JSb _____

Department Head or Director of Purchasing

DEPARTMENT APPROVAL

The above services or materials where rendered or furnished to The municipality on the dates stated and the changes are correct.

_____ _____

Date **Authorized Signature**

COMPTROLLERS OFFICE

_____ _____

Date **Authorized Official**

Audited by: _____ **Contract: CRS # 4610 RES-2024-2 Bids Received Y / N**

Date: _____ **TB Res. No: 2024-205** **Town Board Approval Y / N**

TB Res. Date: 2/26/24

Attachment: TBR 2024-205 - PO 2410080 - Alfa Invoice (RES-2025-269 : Alfa Laval Inc. Payment Authorization)

TOWN OF AMHERST

VOUCHER

PO NO: 2410080

Date: 03/19/2024

This number must appear on all packages and invoices

WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771 FAX: (716) 691-4496
Federal ID# 16-6002157

Fund/Dept/Dist.	Object	Amount
KP 2136	2150	$ 12,788.12
	TOTAL	$ 12,788.12

Supplier: 000241
ALFA-LAVAL SHARPLES
PO Box 8500-52788
PHILADELPHIA, PA 19178-2788
CRS # 4610 RES-2024-205 TBA 2/26/24

☐ Check box if partial payment (P.O. will remain open)

Quantity	Description	Unit Price	Amount
1	CENTRIFUGE REPAIR PARTS	$ 12,788.12	$ 12,788.12
		TOTAL	$ 12,788.12

Due Date: _____ Invoices:

SALES TAX EXEMPT

☐ Separate Check Required

Invoices must be rendered on attached form (voucher) furnished by the Town of Amherst and must be properly signed. The town will not be responsible for merchandise delivered without a receipt signature.

Received by _____

Date Received _____

All purchase contracts involving an aggregate expenditure of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION _____
Department Head or Director of Purchasing

DEPARTMENT APPROVAL

The above services or materials where rendered or furnished to The municipality on the dates stated and the changes are correct.

_____ _____
Date Authorized Signature

COMPTROLLERS OFFICE

_____ _____
Date Authorized Official

Audited by: _____ Contract: CRS # 4610 RES-2024-2 Bids Received Y / N

Date: _____ TB Res. No: 2024-205 Town Board Approval Y / N

TB Res. Date: 2/26/24

Attachment: TBR 2024-205 - PO 2410080 - Alfa Invoice (RES-2025-269 : Alfa Laval Inc. Payment Authorization)

Invoice

Recipient
Amherst, Town Of
Gary
455 Tonawanda Creek Road
Amherst, NY 14228
UNITED STATES

RECEIVED JAN 3 0 2025

Delivery address
Town of Amherst
P.O.
455 Tonawanda Creek Rd
Amherst, NY 14228
UNITED STATES
Delivery contact
Jerome Suszynski

Your reference

Customer
Town of Amherst
455 Tonawanda Creek Rd

Amherst, NY 14228-1230
UNITED STATES

Your reference

Your order date
01/30/2024
Your order no
2410080

Please state at payment
Invoice no 285753161
Your VAT reg no **Goodsmark**

Our reference

Contact person
Mark Schiltzkus

Our reference
Bailey Webb

Date
05/03/2024
Payment terms
Net 30 Days

Due date
06/03/2024

Delivery method
Truck Freight

Delivery date
05/03/2024

Delivery terms (Incoterms 2020*)
DAP - Delivered At Place
Amherst

Order no
0006086599

Cust no
E1549335

Assignm. No 1

Ln	Description	Cust Pos/Item	VAT	Inv qty	Net price	Amount
3	6123947010 SERVICE KIT Bill of lading 5262383136 DHL DROP		00	1.00 PCE	323.19	323.19
4	6124287130 MAJOR KIT Bill of lading 270731867686		00	1.00 PCE	4,077.03	4,077.03
5	6124298930 MAJOR KIT Bill of lading 270731867686		00	1.00 PCE	5,936.39	5,936.39
6	6120367150 GREASE 0,4KG Bill of lading 270731867686		00	5.00 PCE	41.63	208.15

Alfa Laval Inc. (AL) will process personal data supplied by you for the purpose of enabling AL to perform any contractual obligations towards you and to fulfil AL's statutory obligations. An application by you for information of your personal data registered by us must be made in writing to AL.
The general conditions of sale are according to AL's General Conditions Of Sale if nothing else is stated. An extra copy of these conditions will be sent to you upon request.
The goods to be delivered may be subject to export license requirement. AL reserves the right to cancel the order without any liability for damage or loss arising out of or relating to the cancellation in the event such an export license is not granted by competent export control authority.
Attention of the buyer is drawn to the following: Indirect, special and/or consequential damages are excluded from Supplier's liability and Supplier's total liability shall never exceed a maximum cumulative amount equal to 15 % of the contract price. Should parts of the contract be held to be invalid or otherwise unenforceable in any jurisdiction, any other contract provisions shall not be affected.

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 200081
Pittsburgh, PA 15251-0081

Local sales office
Alfa Laval Inc.
865 Easton Road, Suite 300
Warrington, PA 18976
United States

Contact
Tel.: (866) 253-2528
Fax: (215) 443-4100
customerservice.usa@alfalaval.com
www.alfalaval.com

Attachment: TBR 2024-205 - PO 2410080 - Alfa Invoice (RES-2025-269 : Alfa Laval Inc. Payment Authorization)

Invoice

Recipient
Amherst, Town Of
Cust no
E1549335
Order no
0006086599

Your reference

Your order no
2410080

Please state at payment
Invoice no 285753161

Date
05/03/2024

Page :
2(2)

Ln	Description	Cust Pos/Item	VAT	Inv qty	Net price	Amount
7	6120367158 GREASE 0,4 KG Bill of lading 270731867686		00	6.00 PCE	30.80	184.80
8	6120367159 GEAR OIL 20 L Bill of lading 270731867686		00	2.00 PCE	900.15	1,800.30

Please contact Beth Bond with any questions regarding this invoice, Beth.Bond@alfalaval.com or phone 215-443-4246.

Item value	12,529.86
Freight	258.18
TO PAY USD	12,788.04

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 200081
Pittsburgh, PA 15251-0081

Local sales office
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United States

Contact
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www.alfalaval.com

Attachment: TBR 2024-205 - PO 2410080 - Alfa Invoice (RES-2025-269 : Alfa Laval Inc. Payment Authorization)

Quotation

Customer
Town of Amherst
455 Tonawanda Creek Rd

Amherst, NY 14228-1230
UNITED STATES

Delivery address
Town of Amherst
P.O.
455 Tonawanda Creek Rd
Amherst, NY 14228
UNITED STATES

Your reference

Invoice address
Amherst, Town Of
Gary
455 Tonawanda Creek Road
Amherst, NY 14228
UNITED STATES

Your reference

Date of request
01/30/2024

Customer request no
Quote

Quote no O-240130-01086
Version 1

Your VAT reg no

Goodsmark

Delivery contact
Jerome Suszynski

Our reference

Contact person
Mark Schiltzkus

Our reference
Bailey Webb

Date
01/31/2024

Expiry date
03/30/2024

Payment terms
Net 30 Days

Delivery method
Truck Freight

Delivery terms (Incoterms 2020*)
DAP - Delivered At Place
Amherst

Cust no
E1549335

Delivery dates are best estimates. Where zero days are quoted, items are available ex-stock subject to prior sale.

Assignm. No 1

Ln	Description	Cust Pos/Item	Lead time	Quantity	Net price	Amount
1	SDLP Onsite Technician			5.00 PCE	2,040.00	10,200.00
2	SDLP Travel days to and from site			2.00 PCE	2,040.00	4,080.00
3	6123947010 SERVICE KIT		16	1.00 PCE	323.19	323.19
4	6124287130 MAJOR KIT		0	1.00 PCE	4,077.03	4,077.03
5	6124298930 MAJOR KIT		0	1.00 PCE	5,936.39	5,936.39
6	6120367150 GREASE 0,4KG		0	5.00 PCE	41.63	208.15

Alfa Laval Inc. (AL) will process personal data supplied by you for the purpose of enabling AL to perform any contractual obligations towards you and to fulfil AL's statutory obligations. An application by you for information of your personal data registered by us must be made in writing to AL.
The general conditions of sale are according to AL's General Conditions Of Sale if nothing else is stated. An extra copy of these conditions will be sent to you upon request.
The goods to be delivered may be subject to export license requirement. AL reserves the right to cancel the order without any liability for damage or loss arising out of or relating to the cancellation in the event such an export license is not granted by competent export control authority.
Attention of the buyer is drawn to the following: Indirect, special and/or consequential damages are excluded from Supplier's liability and Supplier's total liability shall never exceed a maximum cumulative amount equal to 15 % of the contract price.
If the cost of raw materials, supplies and/or transport significantly increases, through no fault of AL, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in such costs.
Should parts of the contract be held to be invalid or otherwise unenforceable in any jurisdiction, any other contract provisions shall not be affected.

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 200081
Pittsburgh, PA 15251-0081

Local sales office
Alfa Laval Inc.
865 Easton Road, Suite 300
Warrington, PA 18976
United States

Contact
Tel.: (866) 253-2528
Fax: (215) 443-4100
customerservice.usa@alfalaval.com
www.alfalaval.com

Attachment: TBR 2024-205 - PO 2410080 - Alfa Invoice (RES-2025-269 : Alfa Laval Inc. Payment Authorization)

Quotation

Customer
Town of Amherst
Cust no
E1549335

Your reference

Quote no	Version
O-240130-01086	1

Customer request no
Quote

Date
01/31/2024

Page:
2(2)

Assignm. No 1

Ln	Description	Cust Pos/Item	Lead time	VAT	Quantity	Net price	Amount
7	6120367158 GREASE 0,4 KG		0		6.00 PCE	30.80	184.80
8	6120367159 GEAR OIL 20 L		0		2.00 PCE	900.15	1,800.30

Item value	26,809.86
Freight	258.26
Order total USD	**27,068.12**

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

12,788.4

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 200081
Pittsburgh, PA 15251-0081

Local sales office
Alfa Laval Inc.
865 Easton Road, Suite 300
Warrington, PA 18976
United States

Contact
Tel.: (866) 253-2528
Fax: (215) 443-4100
customerservice.usa@alfalaval.com
www.alfalaval.com

Attachment: TBR 2024-205 - PO 2410080 - Alfa Invoice (RES-2025-269 : Alfa Laval Inc. Payment Authorization)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/4/2024

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 & McLennan Agency LLC 4900 Libbie Mill East Blvd. Suite 100 Richmond VA 23230	**CONTACT NAME:** Certificates **PHONE (A/C, No, Ext):** 804-780-0611 **FAX (A/C, No):** 804-788-8944 **E-MAIL ADDRESS:** macolrequest@marshmma.com
INSURED Alfa Laval Inc. 5400 International Trade Drive Richmond VA 23231	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Insurance Company of the State of PA — 19429 INSURER B : Hartford Fire Insurance Company — 19682 INSURER C : National Union Fire Ins Co PittsburghPA — 19445 INSURER D : Hartford Underwriters Insurance Company — 30104 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 312715386 **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 [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	GL6634499	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY [X]	Y	Y	14ABS41702	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	19196999	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	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	Y	14WNS41700	1/1/2024	1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	USL&H / STOP GAP $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Hired Car Physical Damage Limit: $100,000 per Auto			14ABS41702	1/1/2024	1/1/2025	Comprehensive Collision	$2,000 DED $2,000 DED

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 additional insured under the General, Auto, and umbrella Liability with respect to work performed by the named insured as their interests may appear. A Waiver of Subrogation applies in favor of the Certificate Holder under the Workers' Compensation, General liability, and Auto liability with respect to work performed by the named insured for specifically referenced jobs if required by written contract. The General Liability applies as primary and non-contributory to the additional insured's own liability coverage if required by written 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: TBR 2024-205 - PO 2410080 - Alfa Invoice (RES-2025-269 : Alfa Laval Inc. Payment Authorization)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Alfa Laval Inc 5400 International Trade Drive Richmond, VA 23231 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	804-222-5300 1c. NYS Unemployment Insurance Employer Registration Number of Insured 133713000000 1d. Federal Employer Identification Number of Insured or Social Security Number 13-1681631
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Mln Street Williamsville, NY 14221	3a. Name of Insurance Carrier Hartford Accident and Indemnity Company 3b. Policy Number of Entity Listed in Box "1a" 14 WN S41700 3c. Policy effective period 1/1/23 to 1/1/24 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: Shelly Jennings
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Shelly Jennings 1/17/23
(Signature) (Date)

Title: Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 469-287-1081

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: TBR 2024-205 - PO 2410080 - Alfa Invoice (RES-2025-269 : Alfa Laval Inc. Payment Authorization)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30112 **RESOLUTION 2025-270** **ADOPTED**

Hach WIMS - Water Information Management Solution Software and Server Migration Aquatic Informatics Inc. CRS No. 5355

The WPCF is requesting that the Town Board authorize the Supervisor to sign an annual licenses and support agreement along with the server migration services with Aquatic Informatics Inc. Aquatic Informatics Inc. is the sole source provider of the Hach WIMS software utilized at the WPCF. The term of this contract will be backdated from February 8, 2025 through February 7, 2026.

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

Funds will be available in G9916-2130.

Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

G9916-2130

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 Aquatic Informatics, Inc. and the Town of Amherst permitting the Town of Amherst to purchase the WIMS - Water Information Management Solution – Software and Services renewal agreement listed on the attached quotation reference #00020640, dated December 20, 2024, as well as purchase the WIMS software upgrade and server migration as per quote # 00020667, dated January 3, 2025. The term of this renewal agreement will be from February 8, 2025 through February 7, 2026 effective upon Town Board Approval.

Agreed to and Accepted by:

Aquatic Informatics Inc.

By: Signed by: Izmey Hazeldeen Joomratty F2BD265459954D4...

Signature

Izmey Hazeldeen Joomratty

Printed name

Vice President, Finance

Title

Date: 2/4/2025

DAMON JARED TALABOCK
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20234011137
My Commission Expires 3/22/2027

This notarial act is performed using audio-video technology.

DocuSigned by: 72F39197710941F...

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____

Brian J. Kulpa
Supervisor

Date: _____

Attachment: DOC021925-02192025091521 (RES-2025-270 : Hach WIMS)

AQUATIC Informatics

AQUARIUS
AQUATIC COMPLIANCE PLATFORM
AQUATIC COMPLIANCE & OPERATIONS
LINKO
SEDARU
TOKAY
WIMS
WATERTRAX

Quote 00020640

Details:
Created On: 20 Dec 2024
Expires On: 08 Feb 2025

Prepared For:
Town of Amherst, New York
455 Tonawanda Creek Road
Amherst, New York 14228
United States

Submitted By:
Mary Pinard
603-731-1975
mary.pinard@aquaticinformatics.com

Attachment: DOC021925-02192025091521 (RES-2025-270 : Hach WIMS)

Confidential - Company Proprietary

AQUATIC Informatics

AQUARIUS
AQUATIC COMPLIANCE PLATFORM
AQUATIC COMPLIANCE & OPERATIONS
LINKO
SEDARU
TOKAY
WIMS
WATERTRAX

Quote Summary

term: 2/8/25 - 2/7/26

Product	Sales Price	Term	Qty	Total Price
DMWIMS-SPTUSBAS **WIMS Basic Support, MU addl user** *Annual Software Support and Maintenance for WIMS Classic. Support for multi-user license and cost is based on number of additional users using the system.*	$318.00	12 mos	5.0	$1,590.00
AA-WIMS **Aquatic Academy User Subscription - WIMS**	$0.00	12 mos	6.0	$0.00
DMWIMS-SPT-MU **WIMS Base SPT MU, 1USER, 1FACIL** *Annual Software Support and Maintenance for WIMS Classic. Support for multi-user license and cost is based on the core user and facility using the system.*	$1,337.00	12 mos	1.0	$1,337.00
DMWIMS-SPTINT **WIMS Basic Support, Interfaces** *Annual Software Support and Maintenance for WIMS Interfaces. Cost is based on the number of WIMS Interfaces to external systems.*	$915.00	12 mos	1.0	$915.00

Summary of Products & Services

Software Licenses (One-Time License Fees): $0.00 USD
Professional Services (One-Time Service Fees): $0.00 USD
Recurring Annual Fees (SaaS & SMA): $3,842.00 USD

GRAND TOTAL: **$3,842.00 USD**

Attachment: DOC021925-02192025091521 (RES-2025-270 : Hach WIMS)

AQUATIC Informatics

AQUARIUS
AQUATIC COMPLIANCE PLATFORM
AQUATIC COMPLIANCE & OPERATIONS
LINKO
SEDARU
TOKAY
WIMS
WATERTRAX

Ordering Instructions

If this quote is acceptable, please provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to mary.pinard@aquaticinformatics.com and please reference quote **00020640**.

Mary Pinard
603-731-1975
mary.pinard@aquaticinformatics.com

Aquatic Informatics Inc.
5600 Lindbergh Dr
Loveland, CO 80538
FEIN: 47-2917533

Attachment: DOC021925-02192025091521 (RES-2025-270 : Hach WIMS)

Confidential - Company Proprietary

AQUATIC Informatics

AQUARIUS
AQUATIC COMPLIANCE PLATFORM
AQUATIC COMPLIANCE & OPERATIONS
LINKO
SEDARU
TOKAY
WIMS
WATERTRAX

Quote 00020667

Details:
Created On: 03 Jan 2025
Expires On: 03 Feb 2025

Prepared For:
Town of Amherst, New York
455 Tonawanda Creek Road
Amherst, New York 14228
United States

Submitted By:
Mary Pinard
603-731-1975
mary.pinard@aquaticinformatics.com

Attachment: DOC021925-02192025091521 (RES-2025-270 : Hach WIMS)

Confidential - Company Proprietary

AQUATIC Informatics

AQUARIUS
AQUATIC COMPLIANCE PLATFORM
AQUATIC COMPLIANCE & OPERATIONS
LINKO
SEDARU
TOKAY
WIMS
WATERTRAX

Quote Summary

Product	Sales Price	Term	Qty	Total Price
WIMS-SVR-MGRT **WIMS Server Migration** *WIMS Server Migration includes the installation of WIMS Client and associated NT Services on the new server along with the backup and restoration of the WIMS facility databases. The customer's participation is critical for a successful migration with the customer ensuring a fully configured server, and if separate application and SQL servers are to be implemented, connectivity between the two.*	$2,072.00		1.0	$2,072.00
WIMS-INT-MGRT **WIMS Interface Server Migration** *WIMS Interface Server Migration includes the migration and configuration of one LIMS or SCADA interface from one server to another. It is the customer's responsibility to ensure vendor specific drivers or providers are installed and operational on the new server in addition to network connectivity between the interface server and the source (LIMS/SCADA server).*	$560.00		1.0	$560.00
WIMS Major Release Upgrade: Standard *Includes upgrade of WIMS from 7.x to current version. This service package includes the upgrade of the production server and up to 5 client machines. Instructions for rolling out remaining machines will be provided.* Included with annual support and maintenance	$0.00		1.0	$0.00

Summary of Products & Services

Software Licenses (One-Time License Fees): $0.00 USD
Professional Services (One-Time Service Fees): $2,632.00 USD
Recurring Annual Fees (SaaS & SMA): $0.00 USD

GRAND TOTAL: **$2,632.00 USD**

Attachment: DOC021925-02192025091521 (RES-2025-270 : Hach WIMS)

AQUATIC Informatics

AQUARIUS
AQUATIC COMPLIANCE PLATFORM
AQUATIC COMPLIANCE & OPERATIONS
LINKO
SEDARU
TOKAY
WIMS
WATERTRAX

Ordering Instructions

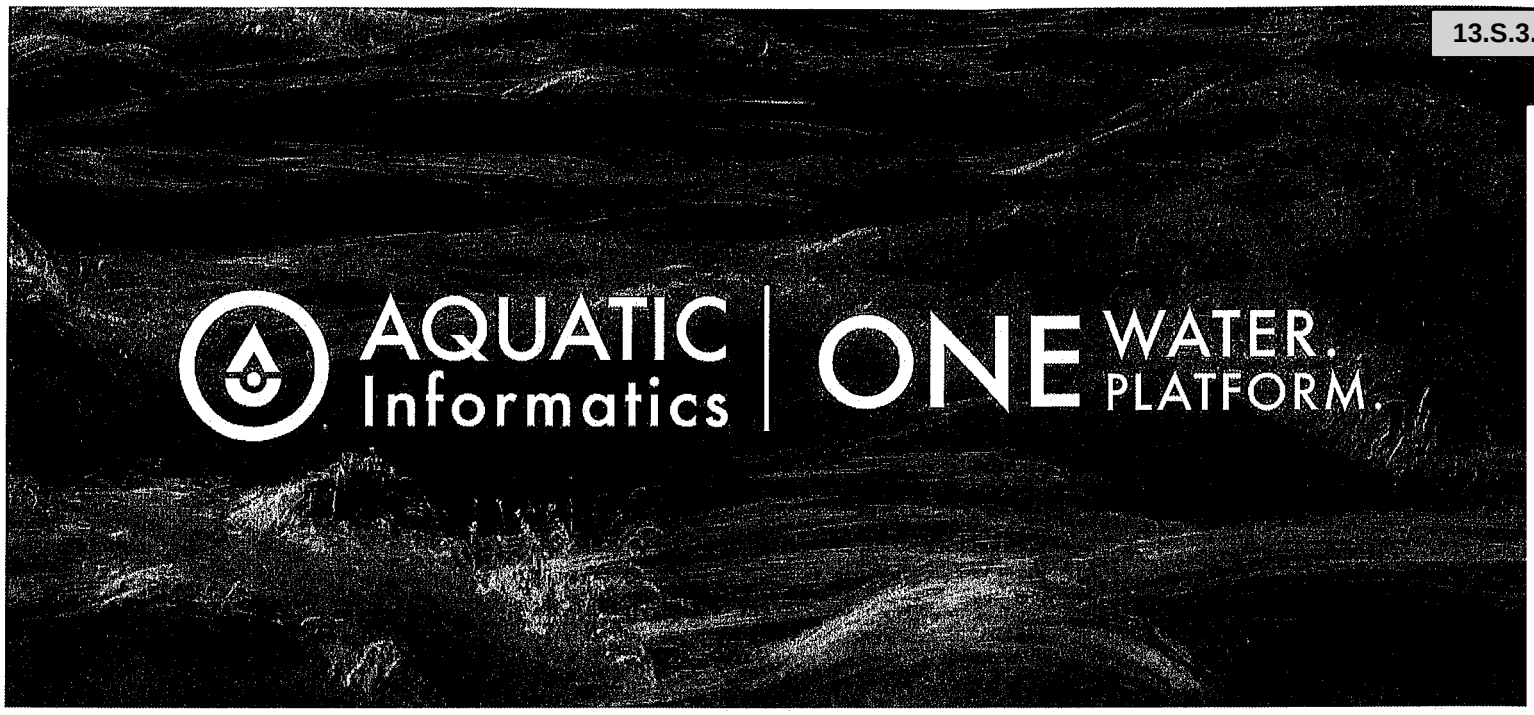
If this quote is acceptable, please provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to mary.pinard@aquaticinformatics.com and please reference quote **00020667**.

Mary Pinard
603-731-1975
mary.pinard@aquaticinformatics.com

Aquatic Informatics Inc.
5600 Lindbergh Dr
Loveland, CO 80538
FEIN: 47-2917533

Attachment: DOC021925-02192025091521 (RES-2025-270 : Hach WIMS)

Confidential - Company Proprietary

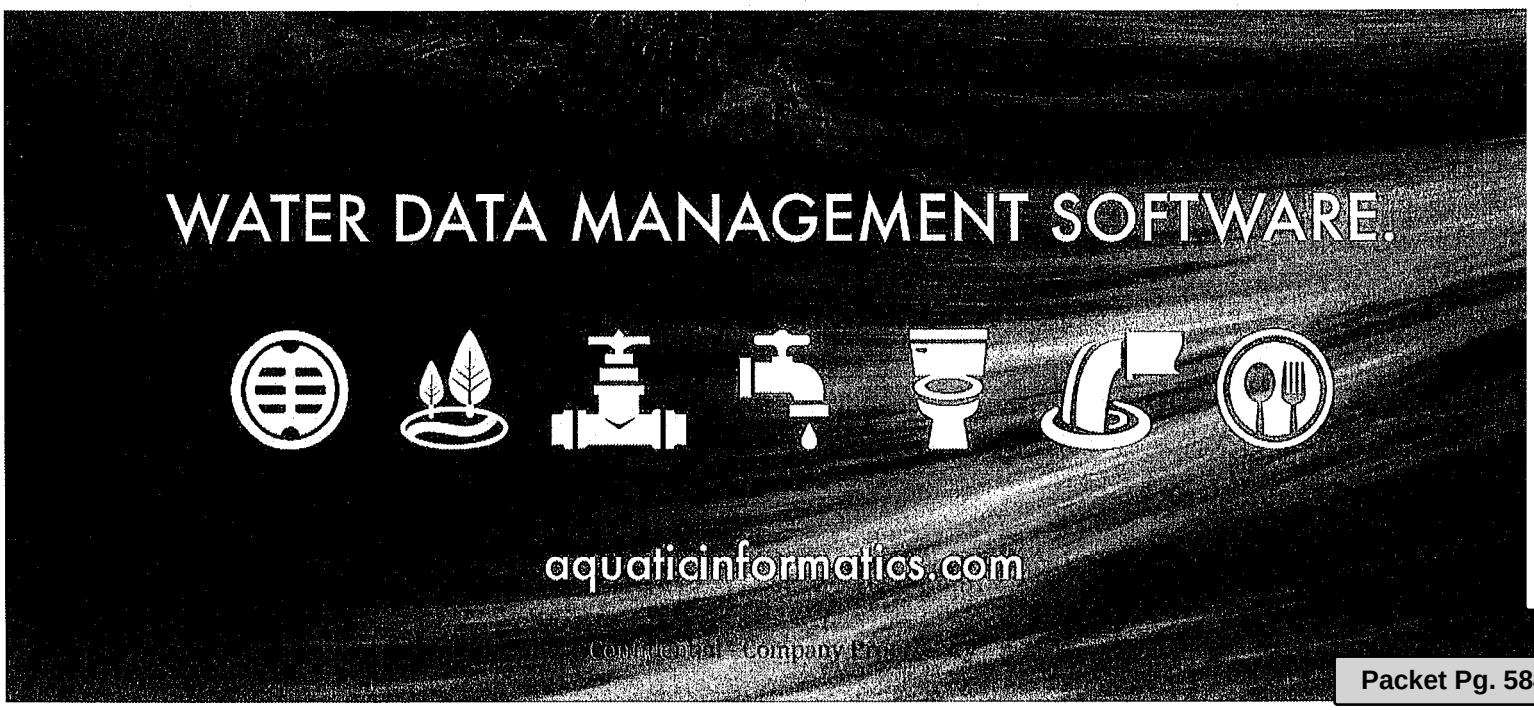


Sole Source Document

for

Town of Amherst

January 16, 2025



Attachment: DOC021925-02192025091521 (RES-2025-270 : Hach WIMS)

AQUATIC Informatics

Town of Amherst
455 Tonawanda Creek Road
Amherst, New York 14228
United States

Re: Sole Source Statement

To Whom It May Concern,

Water Information Management System (WIMS) solution is a software brand that is owned and operated by Aquatic Informatics group of companies (Aquatic Informatics). Aquatic Informatics is the developer and producer of WIMS for the data management of water and wastewater.

Aquatic Informatics is one of other companies (including among others, OTT Hydromet and Hach) that are 100% owned subsidiaries of Veralto Corporation (Veralto), a publicly traded company on the NYSE.

Aquatic Informatics is the sole developer and producer of this proprietary software. Aquatic Informatics, in addition to selected subsidiaries of Veralto, are the only organizations authorized to provide WIMS software, implementation services, training, or support of the WIMS solution.

Except for subsidiaries owned by Veralto, there are no outside sales agents or representatives authorized to sell WIMS solution or services. Any sales agent or representatives authorized to sell WIMS solution and services are direct employees of Aquatic Informatics or a Veralto subsidiary.

Please contact me with any questions or concerns. I may be reached at 603-731-1975.

Thank you,

Mary Pinard

Customer Success Manager II

Attachment: DOC021925-02192025091521 (RES-2025-270 : Hach WIMS)

Confidential - Company Proprietary

Consultant Major Exposure Addendum to Contract

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

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

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

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

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

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

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

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

Attachment: DOC021925-02192025091521 (RES-2025-270 : Hach WIMS)

primary and non-contributory basis. Consultant shall ensure all its subconsultant s, if any, have obtained all the above insurances and shall also assure that any policy procured by any subconsultant or sub-subconsultant shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Consultant to assure that any policy procured by any subconsultant or sub-subconsultant 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 Consultant 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 Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

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

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil

Attachment: DOC021925-021920250915 21 (RES-2025-270 : Hach WIMS)

Rights Law relating to prohibition against discrimination and equal opportunity.

(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

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

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

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

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

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

Agreed to and Accepted by:

Agreed to and Accepted by:

Attachment: DOC021925-02192025091521 (RES-2025-270 : Hach WIMS)

Aquatic Informatics Inc.
Print Name of Company

By: _____
Signature

Izmey Hazelden Joomratty
Printed name

Date: January 15, 2025

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

DAMON JARED TALABOCK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234011137
MY COMMISSION EXPIRES MARCH 22, 2027

State of Co County of Larimer
Subscribed and sworn to (or affirmed) before me on this
15 day of January 2025 by
Izmey Hazelden Joomratty proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Notary Signature _____

Attachment: DOC021925-02192025091521 (RES-2025-270 : Hach WIMS)

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: Aquatic Informatics Inc

Signature: _____

Print Name: Izmey Hazeldeen Joomratty

Title: Vice President, Finance

Date: January 15, 2025

Sworn To Before Me This

15 Day of January, 2025

_____
Notary Public

DAMON JARED TALABOCK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234011137
MY COMMISSION EXPIRES MARCH 22, 2027

Revised 4.2017

Attachment: DOC021925-02192025091521 (RES-2025-270 : Hach WIMS)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/20/2025

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA LLC
30 South 17th Street
Philadelphia, PA 19103
Attn: Veralto.certrequest@marsh.com

CN142374883-VC-EOCYB-24-25

CONTACT NAME: Justin Llizo
PHONE (A/C, No, Ext): 202-258-5895 **FAX (A/C, No):** 202-263-7700
E-MAIL ADDRESS: Justin.Llizo@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Fireman's Fund Indemnity Corp	11380
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Aquatic Informatics Inc.
5600 Lindbergh Drive
Loveland, CO 80538

COVERAGES **CERTIFICATE NUMBER:** CLE-007316126-01 **REVISION NUMBER:** 5

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	CYBER			USF04732524	09/30/2024	09/30/2025	LIMIT (SIR: $1,000,000)	2,000,000
A	E&O LIABILITY			USF04732524	09/30/2024	09/30/2025	LIMIT (SIR: $1,000,000)	2,000,000

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

CERTIFICATE HOLDER

Town of Amherst
455 Tonawanda Creek Rd
Amherst, NY 14228

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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Attachment: DOC021925-02192025091521 (RES-2025-270 : Hach WIMS)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30148 **RESOLUTION 2025-271** **ADOPTED**

Change Order No. 2 Hohl Industrial Services Inc. WPCF: Disinfection and Metering System Improvements – General Contract Town of Amherst Project No. 2016.002A CRS #5373

Attached, please find a copy of the above referenced Change Order #2 which calls for a $72,756.46 decrease to Hohl Industrial Services Inc.'s contract amount. This Change Order reflects final quantity adjustments. The final value of this contract shall be $3,018,443.54.

May we have your approval to award Hohl Industrial Services Inc. the above referenced Change Order? Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

KP1621-4972

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

Change Order

PROJECT: *(Name, address and Project File No.)*

CHANGE ORDER: # **2**
DATE: 2/5/2025

WPCF: Disinfection and Metering System Improvements – General Contract
Project No. **2016.002A**

TO CONTRACTOR: *(Name and address)*
Hohl Industrial Services Inc.
770 Riverview Blvd.
Tonawanda, NY 14150

The Contract is changed as follows:
(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. The change order is due to reduction in construction materials quantities associated with the project.

All other terms and conditions remain the same.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 3,091,200.00
The net change by previously authorized Change Orders	$ 0.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 3,091,200.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (~~increased~~) (decreased) (~~unchanged~~) by this Change Order in the amount of	$ -72,756.46
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 3,018,443.54
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by	( ) days
The date of Substantial Completion as of the date of this Change Order therefore is	

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

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

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
AECOM USA, Inc.	Hohl Industrial Services Inc.	Town of Amherst
50 Lakefront Blvd. Buffalo, NY 14202	770 Riverview Blvd. Tonawanda, NY 14150	5583 Main Street Williamsville, NY 14221
ADDRESS	ADDRESS	ADDRESS
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(*Typed name*)	(*Typed name*)	Brian J. Kulpa (*Typed name*)
DATE	DATE	DATE

Attachment: Change Order #2 Form - Hohl Industrial (#2016.002A) (RES-2025-271 : Change Order No. 2)

IDENTIFY (INFORMATION MUST BE COMPLETED OR CONTRACT WILL BE RETURNED TO APPROPRIATE DEPARTMENT)

REQUESTED TOWN BOARD AGENDA DATE: February 24, 2025

Contract/Project Title: WPCF: Disinfection and Metering System Improvements (TOA Project #2016.002A) – General Contract

Vendor: Hohl Industrial Services Inc.

ORG: KP1621

OBJECT: 4972

Amount: Decrease of $72,756.46

Contract Period: Current: August 27, 2020 – January 31, 2023

Department contact: Michael J. Poslinski [ext #8045]

APPROVED AS TO CONTENT

Department Head - Signature

Jeffrey S. Burroughs, P.E.

Department Head - Print Name

Date Approved:

Attachment: Contract Routing Sheet 02-05-25 (#2016.002A) (RES-2025-271 : Change Order No. 2)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30149 **RESOLUTION 2025-272** **ADOPTED**

Contract Extension Bid 2023007 Laboratory Testing Services Pace Analytical Services, LLC CRS No. 5375

The Engineering Department is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Pace Analytical Services, LLC Formally known as Alpha Analytical. The terms and conditions within the current contract, bid 2023007 Laboratory Testing Services will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from April 13, 2025 through April 12, 2027.

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

Funds for this request are available in G9916-4860 and G9999-4110

Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

G9916-4860 and G9999-4110

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

Docusign Envelope ID: 646762F7-3F09-4C10-BAEC-AA3BD0AFDA0A

AGREEMENT

Let this document stand as an Agreement between Pace® Analytical Services, LLC and the Town of Amherst permitting the Town of Amherst to extend their existing contract with Pace® Analytical Services, LLC, formerly known as Alpha Analytical. Both parties agree that the terms and conditions specified in the executed Bid 2023007 Lab Testing Services would remain the same. The term of this contract extension will be from April 13, 2025 through April 12, 2027 and be effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:
Pace® Analytical Services, LLC

By: DocuSigned by: Thomas Veratti 455C61C9B53845E...
Signature

Thomas Veratti
Printed name

VP
Title

Date: 2/18/2025 | 11:24 AM EST

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DOC030425-03042025075710 (RES-2025-272 : Contract Extension)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30158 **RESOLUTION 2025-273** **ADOPTED**

Professional Services Contract Stormwater Inspection Services JM Davidson Engineering, D.P.C. CRS #5376

The Engineering Department is requesting the Town Board to authorize the Town Supervisor to sign the contract between the Town of Amherst and JM Davidson Engineering, D.P.C. This contract serves as a multi-year price agreement to perform stormwater inspection services for on-going projects, on an "as-needed" basis, on behalf of the Town. This agreement will cover the professional services through December 31, 2027.

Funds for these consultant services will be collected from developers by the Engineering Department as Stormwater Inspection Permit fees. The fees will be placed in an escrow account (AG4010-0699) and will be paid to consultants following project completion. The entire cost of inspection services is funded through the fee collection, with no financial impact to the Town.

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

3/10/2025
Consent

FINANCIAL IMPACT:

escrow account (AG4010-0699)

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

TOWN OF AMHERST
PROFESSIONAL DESIGN SERVICES AGREEMENT
Stormwater Inspections

This document is a MODIFIED version of EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents.
Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

THIS IS AN AGREEMENT effective as of January 1, 2025 ("Effective Date") between the

Town of Amherst (Owner") and

JM Davidson Engineering, D.P.C.
(Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Set a term contract price Agreement with the Engineer for performing professional stormwater inspection services on an as need basis.

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

SWPPP related inspection services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods,

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techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

H. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

I. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

J. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

K. Engineer's services do not include providing legal advice or representation.

L. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

M. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations and one electronic record version of such Drawings (AutoCad format) and Specifications (MS Word format).

B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

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6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth by the Town of Amherst in Exhibit E. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insured with respect to such liability insurance purchased and maintained by Contractor for the Project.

C. Engineer shall each deliver to the other certificates of insurance evidencing the coverage indicated in Exhibit E. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

6.06 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C shall appear in the Construction Contract Documents.

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6.07 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.08 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the State of New York.

6.09 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

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2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services;

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interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—the Town of Amherst. Unless indicated otherwise, this is the entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, Insurance Requirements.

F. Exhibit F, Special Provisions

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **Town of Amherst**

By: _____

Brian J. Kulpa

Supervisor

Date Signed: _____

Engineer: **JM Davidson Engineering, D.P.C.**

By: _____

Print name: Jaime M. Davidson, P.E.

Title: President

Date Signed: 01/06/2025

Engineer License or Firm's Certificate No. (if required):

0022113

State of: New York

Address for Owner's receipt of notices:

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Address for Engineer's receipt of notices:

JM Davidson Engineering, D.P.C.
935 Sheridan Drive, Suite 120
Tonawanda, NY 14150

Designated Representative (Paragraph 8.03.A):

Sarah K. Burow

Phone Number: (716) 631-7154

E-Mail Address: sburow@amherst.ny.us

Designated Representative (Paragraph 8.03.A):

Jaime M. Davidson, P.E.

Title: President

Phone Number: (716) 912-1423

E-Mail Address: jdavidson@jmdavidsoneng.com

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES Stormwater Inspection Services

~~A1.01 *Phase I - Study and Report Phase*~~

~~A. Engineer shall:~~

~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

~~a. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~

~~b. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [ ] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~

~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~

~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~

~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~

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9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables:

    a. Conduct field edit(s) of the supplied data as required to supplement and verify information.

    b. Prepare preliminary design plans for each alternate, and meet with Town Engineering staff to review the proposed designed improvements.

    c. Prepare preliminary design plans in AutoCAD format from the project base maps to include plan views, profiles, details, general construction notes, tables, title sheet and location map. All design work is to be preformed in accordance with the requirements of the Building Code of New York State.

15. Specific additional project tasks and/or deliverables:

    a. Prepare preliminary/schematic design report including; descriptions of proposed floor plan, all associated systems, utilities, required utility stabilizations or relocations. A narrative of applicable codes and design parameters, and opinion of probable cost.

16. Furnish three (3) copies of the Report and any other Study and Report Phase deliverables to Owner within thirty (30) days of the Effective Date and review it with Owner. Within five (5) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

17. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish three (3) copies of the revised Report and any other Study and Report Phase deliverables to the Owner within fifteen (15) days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Phase II - Preliminary Design Phase*

A. After written acceptance by Owner of the Report and any other Study and Report Phase deliverables the Engineer shall:

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Utilize Town provided plans, field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping may will include Engineer contacting utility owners for verification of the Town provided utility information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the project design.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

   a. Utilize existing digital and plan data supplied by the town (digital orthophotos, tax parcel boundaries, DTM data, building outlines, pavement edges, topographic survey and/or record drawing information) to prepare base mapping of the project area.

   b. Conduct field edit(s) of the supplied data and record drawing information as required to supplement and verify information.

   c. Prepare preliminary design plans of existing and proposed improvements, and meet with Town Engineering staff to review the proposed designed improvements.

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

d. Prepare preliminary design plans in AutoCAD format from the project base maps to include plan views, profiles, details, general construction notes, tables, title sheet and location map. All design work is to be preformed in accordance with the requirements of the Building Code of New York State.

e. The Engineer shall provide all drawing and specifications, as required.

f. Non-technical portion of the specifications will be prepared using the Owner's standard specifications (Division 0).

10. Specific additional project tasks and/or deliverables:

a. Conduct structural analysis of the existing steel framing to determine the extent of any required additional support for the new mechanical equipment.

b. Conduct any and all required hazardous material testing associated with the project.

c. Perform any and all hazardous material abatement design as required by the above testing.

d. The Engineer shall provide a preliminary construction cost estimate for the project.

11. Furnish three (3) review copies of the Preliminary Design Phase documents, Construction Cost Estimate, and any other Preliminary Design Phase deliverables to Owner within thirty (30) days of authorization to proceed with this phase, and review them with Owner. Within ten (10) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within fifteen (15) days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Phase III - Final Design Phase*

A. After written acceptance by Owner of the Preliminary Design Phase documents the Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the preliminary construction cost estimate.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

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6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

7. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement related instructions and forms, text, or content received from Owner.

8. Perform or provide the following other Final Design Phase tasks or deliverables:

a. Prepare and furnish three (3) copies of 90% complete design plans and bidding specifications for review by the Owner within fifteen (15) days of authorization to proceed with this phase. Within ten (10) days of receipt, Owner shall submit to Engineer any comments for revisions.

b. Revise the design plans and bidding specifications in accordance with comments and instructions from all applicable agencies, as appropriate, and submit final copies of the design plans and bidding specifications, a revised opinion of probable Construction Cost, and any other required deliverables to the Owner within ten (10) calendar days after receipt of all applicable agency review comments and instructions.

c. Prepare the bid documents with an itemized list of work to be performed. The itemized list will consist of all items in the "technical specifications" listed in the Preliminary Design Phase, [refer to Section A.1.02, A, 9]. Bidding will be based on each item on the itemized list. Contract award will be based on "all" or "a portion of" the items.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **three (3)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Phase IV - Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding related documents to prospective contractors, and attend pre-bid conferences.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

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3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

5. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

6. Prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals.

7. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

8. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:

   a. Provide thirty (30) sets of final construction documents for bidding.

   b. Address any questions from potential bidders and issue any necessary addendums to the contract documents promptly and prior to Bid opening.

   c. Assist Owner in connection with Bid protests, or renegotiating contracts for construction, materials, equipment, or services.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Phase V - Construction Phase (THESE SERVICES ARE NOT INCLUDED AT THIS TIME)*

A. Upon successful completion of the Bidding and Negotiating Phase, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly

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develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, or at a minimum of two (2) inspection visits per week during construction, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

9. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct

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such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

10. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

11. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

12. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

13. *Change Orders:* Recommend Change Orders to Owner, as appropriate, and prepare Change Orders as required.

14. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

15. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

16. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

17. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

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c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

18. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

19. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

20. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as

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provided under Paragraph A1.05.A.16. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

21. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

22. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

    a. Make visits to the site at part-time intervals appropriate to the various phases and nature of construction to observe the progress and quality of the construction work and to determine, in general if the results of the construction work are in accordance with the Drawings and Specifications. Where construction does not comply with Plans and Specifications, notify Owner of such deficiencies or non complying construction and report to the Owner any work not adequately corrected with recommendations to assist the Owner to obtain compliance of the construction with the Plans and Specifications. On the basis of his on site observations as an Engineer, he shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the Contractor; but does not guarantee the performance of the Contractor.

    b. Attend scheduled construction progress meetings and issue minutes.

    c. The Engineer is not responsible for the construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions in connection with the construction work. The Engineer is not responsible for the Contractor's failure to execute the work in accordance with the construction Contract.

    d. Notify the Owner of all permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the Owner for its correction and; at the request of the Owner have recommendations implemented by the Contractor.

    e. [List any additional tasks or deliverables.]

23. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

24. *Standards for Certain Construction Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

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B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Phase VI - Post-Construction Phase (THESE SERVICES ARE NOT INCLUDED AT THIS TIME)*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. Following completion of construction, the Engineer shall furnish the Owner with a set of digital and reproducible record drawings showing those changes made during the Construction Contract execution or during the construction process, based upon the Engineer's Project Representative's notes and executed Change Orders.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for preparation or review of environmental assessments; review and evaluation of the effects on the design requirements for the Project of any documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, or Owner's schedule; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are due to any causes beyond Engineer's control.

3. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

4. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, value

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~~engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.~~

~~5. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.~~

~~6. Overtime work requiring higher than regular rates.~~

~~7. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).~~

~~8. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.~~

9. The ENGINEER shall provide stormwater inspection services on behalf of the Town of Amherst on an as-needed basis with advance notification of three (3) days or less. The ENGINEER shall complete and submit to the OWNER a completed copy of the Standard NYSDEC Construction Inspection Report for SPDES General Permit No. GP-0-20-001 for each inspection. In addition, electronic copies of site photographs documenting the findings of the inspection will be required to be submitted to the OWNER. The ENGINEER shall be assigned to monitor and inspect a specific project within the Town on an as-needed basis. The ENGINEER will coordinate with the site representative and the OWNER to conduct a series of stormwater inspections on the site that may include inspections for the following phases of construction:

    1. Start of construction & installation of sediment control measures
    2. Completion of site clearing & rough grading
    3. Completion of final grading
    4. Close of construction season (if applicable)
    5. Completion of final landscaping
    6. Establishment of landscaping in public areas (if applicable)
    7. Project completion

    A report shall be submitted to the OWNER following completion of each individual inspection noted above within 14 days of the expected inspection completion date. The submitted report shall include comments on the ENGINEER's professional judgement with regard to the construction activities following the approved Stormwater Pollution Prevention Plan (SWPPP) for a particular site. The Owner has the responsibility for conducting enforcement actions as well as communicating deficiencies in construction activities to the site representatives.

~~A2.02 *Additional Services Not Requiring Owner's Written Authorization*~~

~~A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.~~

~~1. Services in connection with Change Orders to reflect changes requested by Owner.~~

~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project.~~

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3. ~~Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.~~

4. ~~While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.~~

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

~~A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.~~

~~B. Give instructions to Engineer regarding Owner's procurement of construction services, Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding related documents. Furnish copies of all design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding related documents. Owner shall have responsibility for the final content of (1) such bidding related documents, and (2) those portions of any Construction Contract other than the design, and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, and insurance advisors with respect to the drafting and content of such documents.~~

~~C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.~~

~~D. Following Engineer's assessment of initially available Project information and data and upon Engineer's request, furnish, or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:~~

~~1. Property descriptions.~~

~~2. Zoning, deed, and other land use restrictions.~~

~~3. Utility and topographic mapping and surveys.~~

~~4. Property, boundary, easement, right of way, and other special surveys or data, including establishing relevant reference points.~~

~~5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.~~

~~6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.~~

~~7. Data or consultations as required for the Project but not otherwise identified in this Agreement.~~

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

~~F. Provide, as required for the Project:~~

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through the Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

O. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

P. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

Q. Perform or provide the following: [ ] ***[List any other Owner responsibilities here.]***

R. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, if any, as follows:

1. Lump Sum Fees shall be paid to the ENGINEER based on a sliding scale associated with the project size (acreage) as defined below.
   a. Lump Sum amount of $2,100.00 shall be paid to the ENGINEER for completing the nine inspections and submission of the required inspection reports detailed in Appendix A Section 2(A)(2.01)(D)(23) for a project size of 1 - 4.99 acres.

   b. Lump Sum amount of $3,500.00 shall be paid to the ENGINEER for completing the nine inspections and submission of the required inspection reports detailed in Appendix A Section 2(A)(2.01)(D)(23) for a project size of 5 - 10 acres.

   c. Lump Sum amount of $5,900.00 shall be paid to the ENGINEER for completing the nine inspections and submission of the required inspection reports detailed in Appendix A Section 2(A)(2.01)(D)(23) for a project size greater than 10 acres.

~~2. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.~~

~~3. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.~~

~~4. Engineer's Standard Hourly Rates are attached to this Exhibit C as Appendix 1.~~

~~5. The total compensation for services under Paragraph C2.01 is estimated to be a Not to Exceed Time & Material Amount of $_____ based on the following estimated distribution of compensation:~~

~~a. Preliminary Design Phase $_____~~

~~b. Final Design Phase $_____~~

~~c. Bidding or Negotiating Phase $_____~~

~~d. Construction Phase/ Administration $_____~~

~~e. Construction Phase/ Resident Project Representative $_____~~

~~f. Post-Construction Phase $_____~~

~~6. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.~~

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

7. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.4 incorporates all labor, overhead, profit, and Engineer's Consultants' charges.

8. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

9. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of to reflect equitable changes in the compensation payable to Engineer.

10. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, If any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

11. The term of this price agreement shall expire on December 31, 2027.

C2.02 *Deleted*

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.0**.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

Appendix 1: Standard Hourly Rates Schedule

C2.06 Compensation for Standard Hourly Rates for *Basic Services – Standard Hourly Rates Method of Payment*

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Officer / Principal	$ _____ /hour
Associate	$ _____ /hour
Group Manager	$ _____ /hour
Senior Engineer / Senior Designer	$ _____ /hour
Senior Commissioning Agent	$ _____ /hour
Project Engineer / Project Designer	$ _____ /hour
Commissioning Agent	$ _____ /hour
Designer	$ _____ /hour
CAD Operator	$ _____ /hour
Word Processor	$ _____ /hour

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. *Shop Drawings and Samples:*

a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up to date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion*:

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 Broker Name Address Address Phone Number	CONTACT NAME: Primary Contact at Broker PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Insurer Name INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Insured Name Address Address Phone Number	

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
X	CLAIMS-MADE X OCCUR					EACH OCCURRENCE $ 1,000,000
X	Liquor Liability Incl.					DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000
X	Blanket Contractual Al	X X	#########	##/##/####	##/##/####	MED EXP (Any one person) $ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY $ 1,000,000
	POLICY X PRO-JECT LOC					GENERAL AGGREGATE $ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG $ 2,000,000
						$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000
X	ANY AUTO					BODILY INJURY (Per person) $
X	OWNED AUTOS ONLY / SCHEDULED AUTOS					BODILY INJURY (Per accident) $
X	HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X X	#########	##/##/####	##/##/####	PROPERTY DAMAGE (Per accident) $
						$
X	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE $ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X X	#########	##/##/####	##/##/####	AGGREGATE $ 5,000,000
	DED RETENTION $ 10,000					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		SUBMIT proof of Workers Compensation and disability as per examples attached			PER STATUTE / OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A					E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE $
						E.L. DISEASE - POLICY LIMIT $
	Cyber Liability					Per claim/Aggregate $5,000,000
	Professional Liability					Per claim/Aggregate $5,000,000

SAMPLE

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

Town of Amherst is included as an additional insured. Coverage applies on a Primary and Non-Contributory Basis for all ongoing and completed operations.

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main Street Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signed by Broker

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Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

CERTIFICATE OF LIABILITY INSURANCE

DATE 08/06/2024

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 Brown & Brown of MA 107 Audubon Rd Wakefield MA 01880	CONTACT NAME: House Account PHONE (A/C, No, Ext): (781) 245-5400 FAX (A/C, No): (781) 245-5463 E-MAIL ADDRESS: kathleen.rullo@bbrown.com
INSURED JM Davidson Engineering DPC 933-935 Sheridan Drive Tonawanda NY 14150	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Indemnity Company — 25658 INSURER B : The Phoenix Insurance Company — 25623 INSURER C : Travelers Casualty and Surety Company — 19038 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 2024 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] Cross-Liability [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6800N24145A	08/15/2024	08/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]	Y		6800N24145A	08/15/2024	08/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		CUP0N241891	08/15/2024	08/15/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
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		UB8J590963	08/15/2024	08/15/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Prof. Liability			106479645	03/11/2024	03/11/2025	PER CLAIM AGGREGATE	3,000,000 3,000,000

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

Town of Amherst and all others required are included as additional insured on a primary non-contributory basis to the extent allowed on the blanket additional insured endorsements included on the above listed policies. Includes 30-day notice of cancellation.

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst, New York 5583 Main Street Williamsville NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only	1b. Business Telephone Number of Insured
JM Davidson Engineering DPC **933-935 Sheridan Drive** **Tonawanda, NY 14150**	**(716)912-1423** c. NYS Unemployment Insurance Employer Registration Number of Insured
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1d. Federal Employer Identification Number of Insured or Social Security Number 474651224
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 **The Phoenix Insurance Company** 3b. Policy Number of Entity Listed in Box "1a" **UB8J590963** 3c. Policy effective period 8/15/2024 to 8/15/2025 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: Matthew Mullard
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ August 6, 2024
(Signature) (Date)

Title: Associate

Telephone Number of authorized representative or licensed agent of insurance carrier: 585-385-0428

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)

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

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)
JM DAVIDSON ENGINEERING DPC
933-935 SHERIDAN DRIVE
TONAWANDA, NY 14150

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
716-912-1423

1c. Federal Employer Identification Number of Insured or Social Security Number
474651224

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
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL511960

3c. Policy effective period
08/15/2024 to 08/14/2025

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 8/21/2024 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: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

The Agreement is/are amended to include the following agreements of the parties:

Addendum to Contract

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

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

Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising from the negligence, active or passive, of Consultant, its officers, agents, subcontractors, and/or employees.

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

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

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows:

General and professional (if applicable) liability insurance in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

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

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

(c) Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible and not later than three (3) days after the date of such accident.

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

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

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.

(b) Labor Law section 220-e and Executive Law sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.

(c) Affirmative action as required by the Labor Law.

(d) Prevention of dust hazard required by Labor Law section 222-a.

(e) Preference in employment of persons required by Labor Law section 222.

(f) Eight-hour workday as required by Labor Law section 220(2).

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

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

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

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

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. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

JM Davidson, D.P.C.
Print Name of Company

By: _____
Signature

Jaime M. Davidson, P.E., President
Printed Name

Date: 01/06/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa,
Supervisor

Date: _____

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/06/2024

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 Brown & Brown of MA 107 Audubon Rd Wakefield MA 01880	CONTACT NAME: House Account PHONE (A/C, No, Ext): (781) 245-5400 FAX (A/C, No): (781) 245-5463 E-MAIL ADDRESS: kathleen.rullo@bbrown.com
INSURED JM Davidson Engineering DPC 933-935 Sheridan Drive Tonawanda NY 14150	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Indemnity Company — 25658 INSURER B : The Phoenix Insurance Company — 25623 INSURER C : Travelers Casualty and Surety Company — 19038 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 2024 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] Cross-Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6800N24145A	08/15/2024	08/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		6800N24145A	08/15/2024	08/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y		CUP0N241891	08/15/2024	08/15/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
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		UB8J590963	08/15/2024	08/15/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Prof. Liability			106479645	03/11/2024	03/11/2025	PER CLAIM AGGREGATE	3,000,000 3,000,000

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

Town of Amherst and all others required are included as additional insured on a primary non-contributory basis to the extent allowed on the blanket additional insured endorsements included on the above listed policies. Includes 30-day notice of cancellation.

CERTIFICATE HOLDER

Town of Amherst, New York
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

© 1988-2015 ACORD CORPORATION.

The ACORD name and logo are registered marks of ACORD

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only **JM Davidson Engineering DPC** **933-935 Sheridan Drive** **Tonawanda, NY 14150** 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)912-1423** c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 474651224
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 **The Phoenix Insurance Company** 3b. Policy Number of Entity Listed in Box "1a" **UB8J590963** 3c. Policy effective period 8/15/2024 to 8/15/2025 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: Matthew Mullard
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ August 6, 2024
(Signature) (Date)

Title: Associate

Telephone Number of authorized representative or licensed agent of insurance carrier: 585-385-0428

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: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

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)
JM DAVIDSON ENGINEERING DPC
933-935 SHERIDAN DRIVE
TONAWANDA, NY 14150

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
716-912-1423

1c. Federal Employer Identification Number of Insured or Social Security Number
474651224

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
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL511960

3c. Policy effective period
08/15/2024 to 08/14/2025

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 8/21/2024 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

Attachment: JM Davidson agreement (RES-2025-273 : Professional Services Contract CRS #5376)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30159 **RESOLUTION 2025-274** **ADOPTED**

Professional Services Contract - Nussbaumer & Clarke, Inc. Stormwater Inspection Services CRS #5377

The Engineering Department is requesting the Town Board to authorize the Town Supervisor to sign the contract between the Town of Amherst and Nussbaumer & Clarke, Inc. This contract serves as a multi-year price agreement to perform stormwater inspection services for on-going projects, on an "as-needed" basis, on behalf of the Town. This agreement will cover the professional services through December 31, 2027.

Funds for these consultant services will be collected from developers by the Engineering Department as Stormwater Inspection Permit fees. The fees will be placed in an escrow account (AG4010-0699) and will be paid to consultants following project completion. The entire cost of inspection services is funded through the fee collection, with no financial impact to the Town.

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

3/10/2025
Consent

FINANCIAL IMPACT:

escrow account (AG4010-0699)

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

TOWN OF AMHERST
PROFESSIONAL DESIGN SERVICES AGREEMENT
Stormwater Inspections

This document is a MODIFIED version of EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents.
Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

THIS IS AN AGREEMENT effective as of March 1, 2025 ("Effective Date") between the

Town of Amherst (Owner") and

Nussbaumer & Clarke, Inc.
(Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Set a term contract price Agreement with the Engineer for performing professional stormwater inspection services on an as need basis.

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

SWPPP related inspection services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods,

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

H. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

I. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

J. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

K. Engineer's services do not include providing legal advice or representation.

L. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

M. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations and one electronic record version of such Drawings (AutoCad format) and Specifications (MS Word format).

B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth by the Town of Amherst in Exhibit E. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insured with respect to such liability insurance purchased and maintained by Contractor for the Project.

C. Engineer shall each deliver to the other certificates of insurance evidencing the coverage indicated in Exhibit E. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

6.06 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C shall appear in the Construction Contract Documents.

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

6.07 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.08 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the State of New York.

6.09 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services;

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—the Town of Amherst. Unless indicated otherwise, this is the entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, Insurance Requirements.

F. Exhibit F, Special Provisions

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **Town of Amherst**

By: _____

Brian J. Kulpa

Supervisor

Date Signed: _____

Engineer: **Nussbaumer & Clarke, Inc.**

By: _____

Print name: **David Britton, P.E.**

Title: **President of Engineering**

Date Signed: **2/12/2025**

Engineer License or Firm's Certificate No. (if required):

027

State of: **New York**

Address for Owner's receipt of notices:

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Address for Engineer's receipt of notices:

Nussbaumer & Clarke, Inc.
3556 Lake Shore Road, Suite 500
Buffalo, NY 14219

Designated Representative (Paragraph 8.03.A):

Sarah K. Burow

Phone Number: (716) 631-7154

E-Mail Address: sburow@amherst.ny.us

Designated Representative (Paragraph 8.03.A):

Joseph Wetzel

Title: **Project Manager**

Phone Number: **716-827-8000 x 269**

E-Mail Address: **jwetzel@nussclarke.com**

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES **Stormwater Inspection Services**

~~A1.01 *Phase I - Study and Report Phase*~~

~~A. Engineer shall:~~

~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

~~a. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~

~~b. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [ ] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~

~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~

~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~

~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables:

    a. Conduct field edit(s) of the supplied data as required to supplement and verify information.

    b. Prepare preliminary design plans for each alternate, and meet with Town Engineering staff to review the proposed designed improvements.

    c. Prepare preliminary design plans in AutoCAD format from the project base maps to include plan views, profiles, details, general construction notes, tables, title sheet and location map. All design work is to be preformed in accordance with the requirements of the Building Code of New York State.

15. Specific additional project tasks and/or deliverables:

    a. Prepare preliminary/schematic design report including; descriptions of proposed floor plan, all associated systems, utilities, required utility stabilizations or relocations. A narrative of applicable codes and design parameters, and opinion of probable cost.

16. Furnish three (3) copies of the Report and any other Study and Report Phase deliverables to Owner within thirty (30) days of the Effective Date and review it with Owner. Within five (5) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

17. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish three (3) copies of the revised Report and any other Study and Report Phase deliverables to the Owner within fifteen (15) days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Phase II - Preliminary Design Phase*

A. After written acceptance by Owner of the Report and any other Study and Report Phase deliverables the Engineer shall:

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Utilize Town-provided plans, field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping may will include Engineer contacting utility owners for verification of the Town-provided utility information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the project design.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

   a. Utilize existing digital and plan data supplied by the town (digital orthophotos, tax parcel boundaries, DTM data, building outlines, pavement edges, topographic survey and/or record drawing information) to prepare base mapping of the project area.

   b. Conduct field edit(s) of the supplied data and record drawing information as required to supplement and verify information.

   c. Prepare preliminary design plans of existing and proposed improvements, and meet with Town Engineering staff to review the proposed designed improvements.

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

d. Prepare preliminary design plans in AutoCAD format from the project base maps to include plan views, profiles, details, general construction notes, tables, title sheet and location map. All design work is to be preformed in accordance with the requirements of the Building Code of New York State.

e. The Engineer shall provide all drawing and specifications, as required.

f. Non-technical portion of the specifications will be prepared using the Owner's standard specifications (Division 0).

10. Specific additional project tasks and/or deliverables:

a. Conduct structural analysis of the existing steel framing to determine the extent of any required additional support for the new mechanical equipment.

b. Conduct any and all required hazardous material testing associated with the project.

c. Perform any and all hazardous material abatement design as required by the above testing.

d. The Engineer shall provide a preliminary construction cost estimate for the project.

11. Furnish three (3) review copies of the Preliminary Design Phase documents, Construction Cost Estimate, and any other Preliminary Design Phase deliverables to Owner within thirty (30) days of authorization to proceed with this phase, and review them with Owner. Within ten (10) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within fifteen (15) days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Phase III - Final Design Phase*

A. After written acceptance by Owner of the Preliminary Design Phase documents the Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the preliminary construction cost estimate.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

7. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

8. Perform or provide the following other Final Design Phase tasks or deliverables:

   a. Prepare and furnish three (3) copies of 90% complete design plans and bidding specifications for review by the Owner within fifteen (15) days of authorization to proceed with this phase. Within ten (10) days of receipt, Owner shall submit to Engineer any comments for revisions.

   b. Revise the design plans and bidding specifications in accordance with comments and instructions from all applicable agencies, as appropriate, and submit final copies of the design plans and bidding specifications, a revised opinion of probable Construction Cost, and any other required deliverables to the Owner within ten (10) calendar days after receipt of all applicable agency review comments and instructions.

   c. Prepare the bid documents with an itemized list of work to be performed. The itemized list will consist of all items in the "technical specifications" listed in the Preliminary Design Phase, [refer to Section A.1.02, A, 9]. Bidding will be based on each item on the itemized list. Contract award will be based on "all" or "a portion of" the items.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **three (3)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Phase IV - Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

   1. Assist Owner in obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents to prospective contractors, and attend pre-bid conferences.

   2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

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3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

5. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

6. Prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals.

7. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

8. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:

a. Provide thirty (30) sets of final construction documents for bidding.

b. Address any questions from potential bidders and issue any necessary addendums to the contract documents promptly and prior to Bid opening.

c. Assist Owner in connection with Bid protests, or renegotiating contracts for construction, materials, equipment, or services.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Phase V - Construction Phase (THESE SERVICES ARE NOT INCLUDED AT THIS TIME)*

A. Upon successful completion of the Bidding and Negotiating Phase, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly

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develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, or at a minimum of two (2) inspection visits per week during construction, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

9. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct

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such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

10. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

11. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

12. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

13. *Change Orders:* Recommend Change Orders to Owner, as appropriate, and prepare Change Orders as required.

14. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

15. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

16. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

17. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

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c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

18. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

19. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

20. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as

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provided under Paragraph A1.05.A.16. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

21. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

22. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

a. Make visits to the site at part-time intervals appropriate to the various phases and nature of construction to observe the progress and quality of the construction work and to determine, in general if the results of the construction work are in accordance with the Drawings and Specifications. Where construction does not comply with Plans and Specifications, notify Owner of such deficiencies or non-complying construction and report to the Owner any work not adequately corrected with recommendations to assist the Owner to obtain compliance of the construction with the Plans and Specifications. On the basis of his on-site observations as an Engineer, he shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the Contractor; but does not guarantee the performance of the Contractor.

b. Attend scheduled construction progress meetings and issue minutes.

c. The Engineer is not responsible for the construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions in connection with the construction work. The Engineer is not responsible for the Contractor's failure to execute the work in accordance with the construction Contract.

d. Notify the Owner of all permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the Owner for its correction and; at the request of the Owner have recommendations implemented by the Contractor.

e. [List any additional tasks or deliverables.]

23. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

24. *Standards for Certain Construction Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Phase VI - Post-Construction Phase (THESE SERVICES ARE NOT INCLUDED AT THIS TIME)*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. Following completion of construction, the Engineer shall furnish the Owner with a set of digital and reproducible record drawings showing those changes made during the Construction Contract execution or during the construction process, based upon the Engineer's Project Representative's notes and executed Change Orders.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for preparation or review of environmental assessments; review and evaluation of the effects on the design requirements for the Project of any documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, or Owner's schedule; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are due to any causes beyond Engineer's control.

3. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

4. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, value

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

~~engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.~~

~~5. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.~~

~~6. Overtime work requiring higher than regular rates.~~

~~7. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).~~

~~8. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.~~

9. The ENGINEER shall provide stormwater inspection services on behalf of the Town of Amherst on an as-needed basis with advance notification of three (3) days or less. The ENGINEER shall complete and submit to the OWNER a completed copy of the Standard NYSDEC Construction Inspection Report for SPDES General Permit No. GP-0-25-001 for each inspection. In addition, electronic copies of site photographs documenting the findings of the inspection will be required to be submitted to the OWNER. The ENGINEER shall be assigned to monitor and inspect a specific project within the Town on an as-needed basis. The ENGINEER will coordinate with the site representative and the OWNER to conduct a series of stormwater inspections on the site that may include inspections for the following phases of construction:

    1. Start of construction & installation of sediment control measures
    2. Completion of site clearing & rough grading
    3. Completion of final grading
    4. Close of construction season (if applicable)
    5. Completion of final landscaping
    6. Establishment of landscaping in public areas (if applicable)
    7. Project completion

    A report shall be submitted to the OWNER following completion of each individual inspection noted above within 14 days of the expected inspection completion date. The submitted report shall include comments on the ENGINEER's professional judgement with regard to the construction activities following the approved Stormwater Pollution Prevention Plan (SWPPP) for a particular site. The Owner has the responsibility for conducting enforcement actions as well as communicating deficiencies in construction activities to the site representatives.

~~A2.02 *Additional Services Not Requiring Owner's Written Authorization*~~

~~A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.~~

~~1. Services in connection with Change Orders to reflect changes requested by Owner.~~

~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project.~~

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

~~3. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.~~

~~4. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.~~

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

~~A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.~~

~~B. Give instructions to Engineer regarding Owner's procurement of construction services, Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents. Furnish copies of all design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents. Owner shall have responsibility for the final content of (1) such bidding-related documents, and (2) those portions of any Construction Contract other than the design, and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, and insurance advisors with respect to the drafting and content of such documents.~~

~~C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.~~

~~D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish, or otherwise make available such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:~~

~~1. Property descriptions.~~

~~2. Zoning, deed, and other land use restrictions.~~

~~3. Utility and topographic mapping and surveys.~~

~~4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.~~

~~5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.~~

~~6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.~~

~~7. Data or consultations as required for the Project but not otherwise identified in this Agreement.~~

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

~~F. Provide, as required for the Project:~~

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

1. ~~Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.~~

2. ~~Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.~~

3. ~~Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.~~

4. ~~Placement and payment for advertisement for Bids in appropriate publications.~~

~~G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through the Contractor.~~

~~H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.~~

~~I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.~~

~~J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.~~

~~K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.~~

~~L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.~~

~~M. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.~~

~~N. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.~~

~~O. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.~~

P. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

Q. Perform or provide the following: [ ] ***[List any other Owner responsibilities here.]***

R. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, if any, as follows:

1. Lump Sum Fees shall be paid to the ENGINEER based on a sliding scale associated with the project size (acreage) as defined below.
   a. Lump Sum amount of $2,100.00 shall be paid to the ENGINEER for completing the nine inspections and submission of the required inspection reports detailed in Appendix A Section 2(A)(2.01)(D)(23) for a project size of 1 - 4.99 acres.

   b. Lump Sum amount of $3,500.00 shall be paid to the ENGINEER for completing the nine inspections and submission of the required inspection reports detailed in Appendix A Section 2(A)(2.01)(D)(23) for a project size of 5 - 10 acres.

   c. Lump Sum amount of $5,900.00 shall be paid to the ENGINEER for completing the nine inspections and submission of the required inspection reports detailed in Appendix A Section 2(A)(2.01)(D)(23) for a project size greater than 10 acres.

~~2. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.~~

~~3. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.~~

~~4. Engineer's Standard Hourly Rates are attached to this Exhibit C as Appendix 1.~~

~~5. The total compensation for services under Paragraph C2.01 is estimated to be a Not-to-Exceed Time & Material Amount of $_____ based on the following estimated distribution of compensation:~~

~~a. Preliminary Design Phase $_____~~

~~b. Final Design Phase $_____~~

~~c. Bidding or Negotiating Phase $_____~~

~~d. Construction Phase/ Administration $_____~~

~~e. Construction Phase/ Resident Project Representative $_____~~

~~f. Post-Construction Phase $_____~~

~~6. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.~~

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

7. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.4 incorporates all labor, overhead, profit, and Engineer's Consultants' charges.

8. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

9. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of to reflect equitable changes in the compensation payable to Engineer.

10. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, If any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

11. The term of this price agreement shall expire on December 31, 2027.

C2.02 *Deleted*

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.0**.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

Appendix 1: Standard Hourly Rates Schedule

C2.06 Compensation for Standard Hourly Rates for *Basic Services – Standard Hourly Rates Method of Payment*

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Officer / Principal	$_____/hour
Associate	$_____/hour
Group Manager	$_____/hour
Senior Engineer / Senior Designer	$_____/hour
Senior Commissioning Agent	$_____/hour
Project Engineer / Project Designer	$_____/hour
Commissioning Agent	$_____/hour
Designer	$_____/hour
CAD Operator	$_____/hour
Word Processor	$_____/hour

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 – SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. *Shop Drawings and Samples:*

a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

11. *Records:*

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 Broker Name Address Address Phone Number	CONTACT NAME: Primary Contact at Broker PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Insured Name Address Address Phone Number	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Insurer Name INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE X OCCUR X Liquor Liability Incl. X Blanket Contractual Al GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER	X X	#########	##/##/####	##/##/####	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000 $
	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X X	#########	##/##/####	##/##/####	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ 10,000	X X	#########	##/##/####	##/##/####	EACH OCCURRENCE $ 5,000,000 AGGREGATE $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		SUBMIT proof of Workers Compensation and disability as per examples attached			PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	Cyber Liability Professional Liability					Per claim/Aggregate $5,000,000 Per claim/Aggregate $5,000,000

SAMPLE

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

Town of Amherst is included as an additional insured. Coverage applies on a Primary and Non-Contributory Basis for all ongoing and completed operations.

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main Street Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signed by Broker

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

The Agreement is/are amended to include the following agreements of the parties:

Addendum to Contract

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

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

Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising from the negligence, active or passive, of Consultant, its officers, agents, subcontractors, and/or employees.

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

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

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows:

General and professional (if applicable) liability insurance in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

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

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

(c) Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible and not later than three (3) days after the date of such accident.

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

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

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.

(b) Labor Law section 220-e and Executive Law sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.

(c) Affirmative action as required by the Labor Law.

(d) Prevention of dust hazard required by Labor Law section 222-a.

(e) Preference in employment of persons required by Labor Law section 222.

(f) Eight-hour workday as required by Labor Law section 220(2).

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.

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

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

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

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

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. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Nussbaumer & Clarke, Inc.
Print Name of Company

By: _____
Signature

David A. Britton, PE
Printed Name

Date: February 12, 2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa,
Supervisor

Date: _____

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/12/2025

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 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: Jennifer Dissette
Promark Partners Insurance Services 6700 Main St. Williamsville NY 14221	PHONE (A/C, No, Ext): (716) 633-8401 FAX (A/C, No): (716) 633-8429 E-MAIL ADDRESS: jdissette@promarkinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity of CT	25682
INSURER B: The Travelers Indemnity Co	25658
INSURER C: The Travelers Indemnity Co. of America	25666
INSURER D: The Charter Oak Fire Ins Co	25615
INSURER E: Continental Casualty Company	20443
INSURER F: Technology Insurance Company	42376

INSURED: Nussbaumer & Clarke, Inc, 3556 Lake Shore Rd., Suite 500, Buffalo NY 14219-1494

COVERAGES **CERTIFICATE NUMBER:** CL24123122350 **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 Incl Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	Y	6805H7811882447	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	Y	BA2R97737A	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	Y	CUP-8A8219902447	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000
D	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	Y	UB-8J694715	12/31/2024	12/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional/Pollution Liab			591945570	1/1/2025	1/1/2026	Per Claim / Aggregate	$5,000,000
F	Cyber Liability			TCL172388903	12/31/2024	12/31/2025	Each Occurrence	$1,000,000

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

RE: Town of Amherst Stormwater Inspection Contract Job No. 24J1-0054.03 Town of Amherst is an additional insured on a primary and non-contributory basis for the general, auto and excess liability only in regards to services provided by the named insured when required by written contract. Waiver of subrogation applies in favor of holder when required by written contract. Professional Liability limits shown are per claim and aggregate for all projects of the named 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

C Alderson/EALDER

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Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) **Nussbaumer & Clarke, Inc** **3556 Lake Shore Rd., Suite 500** **Buffalo, NY 14219-1494** ***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 Insurance** **(716)827-8000** **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insured** **16-0574460**
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) **Town of Amherst** **5583 Main Street** **Williamsville, NY 14221**	**3a. Name of Insurance Carrier** **The Charter Oak Fire Ins Co** **3b. Policy Number of entity listed in box "1a"** **UB-8J694715** **3c. Policy effective period** **12/31/2024 To 12/31/2025** **3d. The Proprietor, Partners or Executive Officers are:** ☒ **included. (Only check box if all partners/officers included)** ☐ **all excluded or certain partners/officers excluded**

This certifies that the insurance carrier indicated above in box "3" insures the 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 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 indicate 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: Christopher N. Alderson
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ **February 3, 2025**
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-633-8401

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

C-105.2 (9-07)

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

Workers' Compensation Law

Section 57. Restrictions 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, hoard, 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.

C-105.2 (9-07) Reverse

Attachment: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

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)
NUSSBAUMER & CLARKE, INC.
3556 LAKESHORE RD, SUITE 500
BUFFALO, NY 14219

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
716-827-8000

1c. Federal Employer Identification Number of Insured or Social Security Number
16-0574460

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
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
35081-19

3c. Policy Effective Period
12/27/2020 to 1/1/2026

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 12/27/2024 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B 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(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: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

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: Nussbaumer Agreement (RES-2025-274 : Professional Services Contract - Nussbaumer & Clarke, Inc. CRS #5377)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30160 **RESOLUTION 2025-275** **ADOPTED**

Professional Services Contract - GHD Consulting Services, Inc. Stormwater Inspection Services CRS #5374

The Engineering Department is requesting the Town Board to authorize the Town Supervisor to sign the contract between the Town of Amherst and GHD Consulting Services, Inc. This contract serves as a multi-year price agreement to perform stormwater inspection services for on-going projects, on an "as-needed" basis, on behalf of the Town. This agreement will cover the professional services through December 31, 2027.

Funds for these consultant services will be collected from developers by the Engineering Department as Stormwater Inspection Permit fees. The fees will be placed in an escrow account (AG4010-0699) and will be paid to consultants following project completion. The entire cost of inspection services is funded through the fee collection, with no financial impact to the Town.

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

3/10/2025
Consent

FINANCIAL IMPACT:

escrow account (AG4010-0699)

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

TOWN OF AMHERST
PROFESSIONAL DESIGN SERVICES AGREEMENT
Stormwater Inspections

This document is a MODIFIED version of EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents.
Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

THIS IS AN AGREEMENT effective as of January 1, 2025 ("Effective Date") between the

Town of Amherst (Owner") and

GHD Consulting Services Inc.
(Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Set a term contract price Agreement with the Engineer for performing professional stormwater inspection services on an as need basis.

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

SWPPP related inspection services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods,

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

H. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

I. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

J. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

K. Engineer's services do not include providing legal advice or representation.

L. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

M. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations and one electronic record version of such Drawings (AutoCad format) and Specifications (MS Word format).

B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth by the Town of Amherst in Exhibit E. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insured with respect to such liability insurance purchased and maintained by Contractor for the Project.

C. Engineer shall each deliver to the other certificates of insurance evidencing the coverage indicated in Exhibit E. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

6.06 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C shall appear in the Construction Contract Documents.

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

6.07 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.08 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the State of New York.

6.09 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services;

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interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—the Town of Amherst. Unless indicated otherwise, this is the entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, Insurance Requirements.

F. Exhibit F, Special Provisions

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **Town of Amherst**

By: _____

Brian J. Kulpa

Supervisor

Date Signed: _____

Engineer: **GHD Consulting Services Inc.**

By: Robert P. Lannon Jr

Print name: Robert P. Lannon Jr., PE

Title: Project Director

Date Signed: 1/9/2025

Engineer License or Firm's Certificate No. (if required):

Certificate No. 021536 (exp. 12/31/2026)

State of: New York

Address for Owner's receipt of notices:

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Address for Engineer's receipt of notices:

GHD Consulting Services Inc.

285 Delaware Ave #500

Buffalo, NY 14202

Designated Representative (Paragraph 8.03.A):

Sarah K. Burow

Phone Number: (716) 631-7154

E-Mail Address: sburow@amherst.ny.us

Designated Representative (Paragraph 8.03.A):

Camie Jarrell

Title: Project Manager

Phone Number: 716-362-8879

E-Mail Address: camie.jarrell@ghd.com

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

Stormwater Inspection Services

~~A1.01 *Phase I - Study and Report Phase*~~

~~A. Engineer shall:~~

~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

~~a. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~

~~b. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [ ] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~

~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~

~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~

~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~

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9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables:

    a. Conduct field edit(s) of the supplied data as required to supplement and verify information.

    b. Prepare preliminary design plans for each alternate, and meet with Town Engineering staff to review the proposed designed improvements.

    c. Prepare preliminary design plans in AutoCAD format from the project base maps to include plan views, profiles, details, general construction notes, tables, title sheet and location map. All design work is to be preformed in accordance with the requirements of the Building Code of New York State.

15. Specific additional project tasks and/or deliverables:

    a. Prepare preliminary/schematic design report including; descriptions of proposed floor plan, all associated systems, utilities, required utility stabilizations or relocations. A narrative of applicable codes and design parameters, and opinion of probable cost.

16. Furnish three (3) copies of the Report and any other Study and Report Phase deliverables to Owner within thirty (30) days of the Effective Date and review it with Owner. Within five (5) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

17. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish three (3) copies of the revised Report and any other Study and Report Phase deliverables to the Owner within fifteen (15) days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Phase II - Preliminary Design Phase*

A. After written acceptance by Owner of the Report and any other Study and Report Phase deliverables the Engineer shall:

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1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Utilize Town-provided plans, field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping may will include Engineer contacting utility owners for verification of the Town-provided utility information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the project design.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

   a. Utilize existing digital and plan data supplied by the town (digital orthophotos, tax parcel boundaries, DTM data, building outlines, pavement edges, topographic survey and/or record drawing information) to prepare base mapping of the project area.

   b. Conduct field edit(s) of the supplied data and record drawing information as required to supplement and verify information.

   c. Prepare preliminary design plans of existing and proposed improvements, and meet with Town Engineering staff to review the proposed designed improvements.

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

d. Prepare preliminary design plans in AutoCAD format from the project base maps to include plan views, profiles, details, general construction notes, tables, title sheet and location map. All design work is to be preformed in accordance with the requirements of the Building Code of New York State.

e. The Engineer shall provide all drawing and specifications, as required.

f. Non-technical portion of the specifications will be prepared using the Owner's standard specifications (Division 0).

10. Specific additional project tasks and/or deliverables:

a. Conduct structural analysis of the existing steel framing to determine the extent of any required additional support for the new mechanical equipment.

b. Conduct any and all required hazardous material testing associated with the project.

c. Perform any and all hazardous material abatement design as required by the above testing.

d. The Engineer shall provide a preliminary construction cost estimate for the project.

11. Furnish three (3) review copies of the Preliminary Design Phase documents, Construction Cost Estimate, and any other Preliminary Design Phase deliverables to Owner within thirty (30) days of authorization to proceed with this phase, and review them with Owner. Within ten (10) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within fifteen (15) days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Phase III - Final Design Phase*

A. After written acceptance by Owner of the Preliminary Design Phase documents the Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the preliminary construction cost estimate.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

7. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

8. Perform or provide the following other Final Design Phase tasks or deliverables:

a. Prepare and furnish three (3) copies of 90% complete design plans and bidding specifications for review by the Owner within fifteen (15) days of authorization to proceed with this phase. Within ten (10) days of receipt, Owner shall submit to Engineer any comments for revisions.

b. Revise the design plans and bidding specifications in accordance with comments and instructions from all applicable agencies, as appropriate, and submit final copies of the design plans and bidding specifications, a revised opinion of probable Construction Cost, and any other required deliverables to the Owner within ten (10) calendar days after receipt of all applicable agency review comments and instructions.

c. Prepare the bid documents with an itemized list of work to be performed. The itemized list will consist of all items in the "technical specifications" listed in the Preliminary Design Phase, [refer to Section A.1.02, A, 9]. Bidding will be based on each item on the itemized list. Contract award will be based on "all" or "a portion of" the items.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **three (3)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Phase IV - Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents to prospective contractors, and attend pre-bid conferences.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

5. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

6. Prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals.

7. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

8. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:

   a. Provide thirty (30) sets of final construction documents for bidding.

   b. Address any questions from potential bidders and issue any necessary addendums to the contract documents promptly and prior to Bid opening.

   c. Assist Owner in connection with Bid protests, or renegotiating contracts for construction, materials, equipment, or services.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Phase V - Construction Phase (THESE SERVICES ARE NOT INCLUDED AT THIS TIME)*

A. Upon successful completion of the Bidding and Negotiating Phase, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly

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develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, or at a minimum of two (2) inspection visits per week during construction, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

9. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

10. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

11. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

12. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

13. *Change Orders:* Recommend Change Orders to Owner, as appropriate, and prepare Change Orders as required.

14. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

15. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

16. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

17. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

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c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

18. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

19. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

20. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as

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provided under Paragraph A1.05.A.16. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

21. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

22. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

    a. Make visits to the site at part-time intervals appropriate to the various phases and nature of construction to observe the progress and quality of the construction work and to determine, in general if the results of the construction work are in accordance with the Drawings and Specifications. Where construction does not comply with Plans and Specifications, notify Owner of such deficiencies or non-complying construction and report to the Owner any work not adequately corrected with recommendations to assist the Owner to obtain compliance of the construction with the Plans and Specifications. On the basis of his on-site observations as an Engineer, he shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the Contractor; but does not guarantee the performance of the Contractor.

    b. Attend scheduled construction progress meetings and issue minutes.

    c. The Engineer is not responsible for the construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions in connection with the construction work. The Engineer is not responsible for the Contractor's failure to execute the work in accordance with the construction Contract.

    d. Notify the Owner of all permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the Owner for its correction and; at the request of the Owner have recommendations implemented by the Contractor.

    e. [List any additional tasks or deliverables.]

23. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

24. *Standards for Certain Construction Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

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B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Phase VI - Post-Construction Phase (THESE SERVICES ARE NOT INCLUDED AT THIS TIME)*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. Following completion of construction, the Engineer shall furnish the Owner with a set of digital and reproducible record drawings showing those changes made during the Construction Contract execution or during the construction process, based upon the Engineer's Project Representative's notes and executed Change Orders.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for preparation or review of environmental assessments; review and evaluation of the effects on the design requirements for the Project of any documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, or Owner's schedule; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are due to any causes beyond Engineer's control.

3. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

4. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, value

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~~engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.~~

~~5. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.~~

~~6. Overtime work requiring higher than regular rates.~~

~~7. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).~~

~~8. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.~~

9. The ENGINEER shall provide stormwater inspection services on behalf of the Town of Amherst on an as-needed basis with advance notification of three (3) days or less. The ENGINEER shall complete and submit to the OWNER a completed copy of the Standard NYSDEC Construction Inspection Report for SPDES General Permit No. GP-0-20-001 for each inspection. In addition, electronic copies of site photographs documenting the findings of the inspection will be required to be submitted to the OWNER. The ENGINEER shall be assigned to monitor and inspect a specific project within the Town on an as-needed basis. The ENGINEER will coordinate with the site representative and the OWNER to conduct a series of stormwater inspections on the site that may include inspections for the following phases of construction:

    1. Start of construction & installation of sediment control measures
    2. Completion of site clearing & rough grading
    3. Completion of final grading
    4. Close of construction season (if applicable)
    5. Completion of final landscaping
    6. Establishment of landscaping in public areas (if applicable)
    7. Project completion

    A report shall be submitted to the OWNER following completion of each individual inspection noted above within 14 days of the expected inspection completion date. The submitted report shall include comments on the ENGINEER's professional judgement with regard to the construction activities following the approved Stormwater Pollution Prevention Plan (SWPPP) for a particular site. The Owner has the responsibility for conducting enforcement actions as well as communicating deficiencies in construction activities to the site representatives.

~~A2.02 *Additional Services Not Requiring Owner's Written Authorization*~~

~~A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.~~

~~1. Services in connection with Change Orders to reflect changes requested by Owner.~~

~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project.~~

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3. ~~Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.~~

4. ~~While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.~~

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

~~A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.~~

~~B. Give instructions to Engineer regarding Owner's procurement of construction services, Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents. Furnish copies of all design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents. Owner shall have responsibility for the final content of (1) such bidding-related documents, and (2) those portions of any Construction Contract other than the design, and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, and insurance advisors with respect to the drafting and content of such documents.~~

~~C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.~~

~~D. Following Engineer's assessment of initially available Project information and data and upon Engineer's request, furnish, or otherwise make available such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:~~

~~1. Property descriptions.~~

~~2. Zoning, deed, and other land use restrictions.~~

~~3. Utility and topographic mapping and surveys.~~

~~4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.~~

~~5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.~~

~~6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.~~

~~7. Data or consultations as required for the Project but not otherwise identified in this Agreement.~~

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

~~F. Provide, as required for the Project:~~

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

1. ~~Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.~~

2. ~~Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.~~

3. ~~Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.~~

4. ~~Placement and payment for advertisement for Bids in appropriate publications.~~

G. ~~Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through the Contractor.~~

H. ~~Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.~~

I. ~~Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.~~

J. ~~If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.~~

K. ~~If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.~~

L. ~~Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.~~

M. ~~Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.~~

N. ~~Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.~~

O. ~~Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.~~

P. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

Q. Perform or provide the following: [ ] ***[List any other Owner responsibilities here.]***

R. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, if any, as follows:

1. Lump Sum Fees shall be paid to the ENGINEER based on a sliding scale associated with the project size (acreage) as defined below.
   a. Lump Sum amount of $2,100.00 shall be paid to the ENGINEER for completing the nine inspections and submission of the required inspection reports detailed in Appendix A Section 2(A)(2.01)(D)(23) for a project size of 1 - 4.99 acres.

   b. Lump Sum amount of $3,500.00 shall be paid to the ENGINEER for completing the nine inspections and submission of the required inspection reports detailed in Appendix A Section 2(A)(2.01)(D)(23) for a project size of 5 - 10 acres.

   c. Lump Sum amount of $5,900.00 shall be paid to the ENGINEER for completing the nine inspections and submission of the required inspection reports detailed in Appendix A Section 2(A)(2.01)(D)(23) for a project size greater than 10 acres.

~~2. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.~~

~~3. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.~~

~~4. Engineer's Standard Hourly Rates are attached to this Exhibit C as Appendix 1.~~

~~5. The total compensation for services under Paragraph C2.01 is estimated to be a Not-to-Exceed Time & Material Amount of $ _____ based on the following estimated distribution of compensation:~~

~~a. Preliminary Design Phase $ _____~~

~~b. Final Design Phase $ _____~~

~~c. Bidding or Negotiating Phase $ _____~~

~~d. Construction Phase/ Administration $ _____~~

~~e. Construction Phase/ Resident Project Representative $ _____~~

~~f. Post-Construction Phase $ _____~~

~~6. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.~~

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

7. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.4 incorporates all labor, overhead, profit, and Engineer's Consultants' charges.

8. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

9. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of to reflect equitable changes in the compensation payable to Engineer.

10. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, If any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

11. The term of this price agreement shall expire on December 31, 2027.

C2.02 *Deleted*

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.0**.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

Appendix 1: Standard Hourly Rates Schedule

C2.06 Compensation for Standard Hourly Rates for *Basic Services – Standard Hourly Rates Method of Payment*

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Officer / Principal	$_____/hour
Associate	$_____/hour
Group Manager	$_____/hour
Senior Engineer / Senior Designer	$_____/hour
Senior Commissioning Agent	$_____/hour
Project Engineer / Project Designer	$_____/hour
Commissioning Agent	$_____/hour
Designer	$_____/hour
CAD Operator	$_____/hour
Word Processor	$_____/hour

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 – SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. *Shop Drawings and Samples:*

a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion*:

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 Broker Name Address Address Phone Number	CONTACT NAME: Primary Contact at Broker PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Insured Name Address Address Phone Number	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Insurer Name INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
X	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
X	Liquor Liability Incl.			#########	##/##/####	##/##/####	MED EXP (Any one person)	$ 5,000
X	Blanket Contractual Al	X	X				PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
X	ANY AUTO						BODILY INJURY (Per person)	$
X	OWNED AUTOS ONLY / SCHEDULED AUTOS			#########	##/##/####	##/##/####	BODILY INJURY (Per accident)	$
X	HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X				PROPERTY DAMAGE (Per accident)	$
								$
X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	#########	##/##/####	##/##/####	AGGREGATE	$ 5,000,000
	DED RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SUBMIT proof of Workers			PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A			Compensation and disability			E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			as per examples attached			E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Cyber Liability						Per claim/Aggregate	$5,000,000
	Professional Liability						Per claim/Aggregate	$5,000,000

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

Town of Amherst is included as an additional insured. Coverage applies on a Primary and Non-Contributory Basis for all ongoing and completed operations.

SAMPLE

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main Street Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signed by Broker

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Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

The Agreement is/are amended to include the following agreements of the parties:

Addendum to Contract

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

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

Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising from the negligence, active or passive, of Consultant, its officers, agents, subcontractors, and/or employees.

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

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

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows:

General and professional (if applicable) liability insurance in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

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

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

(c) Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible and not later than three (3) days after the date of such accident.

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

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

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.

(b) Labor Law section 220-e and Executive Law sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.

(c) Affirmative action as required by the Labor Law.

(d) Prevention of dust hazard required by Labor Law section 222-a.

(e) Preference in employment of persons required by Labor Law section 222.

(f) Eight-hour workday as required by Labor Law section 220(2).

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.

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

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

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

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

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. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

GHD Consulting Services, Inc.
Print Name of Company

By: Robert P. Lannon Jr
Signature

Robert P. Lannon Jr., PE
Printed Name

Date: 1/9/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa,
Supervisor

Date: _____

Attachment: GHD Agreement (2) (RES-2025-275 : Professional Services Contract - GHD Consulting Services, Inc. CRS #5374)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30173 **RESOLUTION 2025-276** **ADOPTED**

2025-2030 CIP Amendment Project S-3: WPCF Oxygen Separation System Replacement

The Engineering Department is requesting the amendment of the approved Town of Amherst 2025-2030 CIP to change the 2026 funding source on the project listed in the table below. In anticipation of seeking grant funding for this project, the district will need to secure a bond resolution for the total project bond amount of $10,000,000, even though the borrowing for each phase of this project will occur over two consecutive years.

Project ID#	Project Title	Supervisor's Approved 2026 CIP Amount	Amended 2026 CIP Amount
S-3	WPCF Oxygen Separation System Replacement	$5,000,000 (LW) $1,000,000 (F/S)	$6,000,000 (LW)

May we have your approval for the above referenced CIP Amendment? Thank you for considering this request.

3/10/2025
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: 03/10/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30049 **RESOLUTION 2025-277** **ADOPTED**

Authorization to Travel (NARCE)

Authorize Eric Guzdek, Linda Groff, Brian Bush and Frank Pieber to travel to the North American Rink Conference and Expo in Milwaukee, WI from May 12-16, 2025 for specialized training. Also authorize the use of a town vehicle.

3/10/2025
Consent

FINANCIAL IMPACT:

A 7253 - $6,187.50

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

REVISED 05/08/2023

☐ 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
Eric Guzdek	4327	Youth & Rec	(716) 631-7132

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/12/2025	5/16/2025	Milwaukee, WI	North American Rink Conference & Expo (Attending as Board of Director to the U.S. Ice Rink Association)

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.655			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	$0.00		
Lodging:			
4 # nights @ $0.00	$0.00		
Meals:			
3 IRS Per Diem Per Day $0.00	$0.00		
2 1st & Last Day of Travel @ 75%	$0.00		
0 # Breakfasts @ $0.00	$0.00		
0 # Lunches @ $0.00	$0.00		
0 # Dinners @ $0.00	$0.00		
0 # Incidentals @ $0.00	$0.00		
Registration/Conference Fee	$0.00		
Other			
Subtotal	$0.00		N/A
Contingency - 10% of subtotal or $200	$0.00		N/A
TOTAL	$0.00		

Request Approved By:

Mary Diana Rossi

Department Head Signature

January 28, 2025

Date

Town Board :

Date of Town Board Approval

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: NARCE Travel Request (RES-2025-277 : Authorization to Travel (NARCE))

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

REVISED 05/08/2023

☐ 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
Linda Groff	9420	Youth & Rec	(716) 631-7132

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/11/2025	5/16/2025	Milwaukee, WI	North American Rink Conference & Expo (Attending Technical Facility Courses)

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.655			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
4 # nights @ $185.00	$740.00		$ -
Meals:			
3 IRS Per Diem Per Day $80.00	$240.00		$ -
2 1st & Last Day of Travel @ 75%	$120.00		$ -
0 # Breakfasts @ $0.00	$0.00		
0 # Lunches @ $0.00	$0.00		
0 # Dinners @ $0.00	$0.00		
0 # Incidentals @ $0.00	$0.00		
Registration/Conference Fee	$775.00		$ -
Other			
Subtotal	$1,875.00		N/A
Contingency - 10% of subtotal or $200	$187.50	Actual Total	N/A
TOTAL	$2,062.50	$ -	$ -

Request Approved By:

Mary Diana Dowd

Department Head Signature

January 28, 2025

Date

Town Board :

Date of Town Board Approval

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: NARCE Travel Request (RES-2025-277 : Authorization to Travel (NARCE))

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

REVISED 05/08/2023

☐ 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 Bush	**9568**	**Youth & Rec**	**(716) 631-7132**

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/12/2025	**5/16/2025**	**Milwaukee, WI**	**North American Rink Conference & Expo (Attending Operations and Risk Management Courses)**

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.655			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
4 # nights @ **$185.00**	**$740.00**		$ -
Meals:			
3 IRS Per Diem Per Day **$80.00**	**$240.00**		$ -
2 1st & Last Day of Travel @ 75%	**$120.00**		$ -
0 # Breakfasts @ **$0.00**	**$0.00**		
0 # Lunches @ **$0.00**	**$0.00**		
0 # Dinners @ **$0.00**	**$0.00**		
0 # Incidentals @ **$0.00**	**$0.00**		
Registration/Conference Fee	**$775.00**		$ -
Other			
Subtotal	**$1,875.00**		N/A
Contingency - 10% of subtotal or $200	**$187.50**	Actual Total	N/A
TOTAL	**$2,062.50**	$ -	$ -

Request Approved By:

May Diana Bouchi

Department Head Signature

2/11/25

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

Complete Shaded Area For Expense Reimbursement

Town Board :

Date of Town Board Approval

Attachment: NARCE Travel Request (RES-2025-277 : Authorization to Travel (NARCE))

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

REVISED 05/08/2023

☐ 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
Frank Pieber	**9840**	**Youth & Rec**	**(716) 631-7132**

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/12/2025	**5/16/2025**	**Milwaukee, WI**	**North American Rink Conference & Expo (Attending Technical Facility Courses)**

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.655			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
4 # nights @ **$185.00**	**$740.00**		$ -
Meals:			
3 IRS Per Diem Per Day **$80.00**	**$240.00**		$ -
2 1st & Last Day of Travel @ 75%	**$120.00**		$ -
0 # Breakfasts @ **$0.00**	**$0.00**		
0 # Lunches @ **$0.00**	**$0.00**		
0 # Dinners @ **$0.00**	**$0.00**		
0 # Incidentals @ **$0.00**	**$0.00**		
Registration/Conference Fee	**$775.00**		$ -
Other			
Subtotal	**$1,875.00**		N/A
Contingency - 10% of subtotal or $200	**$187.50**	Actual Total	N/A
TOTAL	**$2,062.50**	$ -	$ -

Request Approved By:

Mary Diana Rice

Department Head Signature

2/11/25

Date

Town Board :

Date of Town Board Approval

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: NARCE Travel Request (RES-2025-277 : Authorization to Travel (NARCE))

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30054 **RESOLUTION 2025-278** **ADOPTED**

Authorization to Pay Vendor (EnerSys)

WHEREAS, the Youth & Recreation Department is in the process of negotiating a contract with EnerSys to service the ice resurfacers at the Northtown Center at Amherst, and

WHEREAS, before the contract could be fully executed, a charger module and battery cells failed during an especially busy week of ice rentals, and

WHEREAS, in an effort to ensure the ice resurfacers were operational and safe and to mitigate potential loss of revenue, an emergency repair had to be conducted,

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board authorizes a payment of $2,939.08 to EnerSys for repairs and parts from funds encumbered from the 2024 budget.

3/10/2025
Consent

FINANCIAL IMPACT:

A 7253.4220: $2,939.08 (2024 encumbered funds)

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: 03/10/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30087 **RESOLUTION 2025-279** **ADOPTED**

Electric Service Proposal WR #30952679 - CRS #5343

Authorize the Supervisor to sign an agreement between the Town of Amherst and National Grid for installation of new electric service at the Northtown Center at Amherst as part of the chiller plant upgrade, pending satisfactory completion of the contract routing process.

3/10/2025
Consent

FINANCIAL IMPACT:

$242,049.35 - funding TBD

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

nationalgrid

December 2, 2024

Town of Amherst
1615 Amherst Manor Dr.
Williamsville, New York 14221

Re: Electric Service Proposal WR#30952679
1615 Amherst Manor Dr,

Enclosed please find an Electric Service Proposal for service upgrade 1615 Amherst Manor Drive in Williamsville, New York.

This project falls under Rule 4.2.1 of the Company's tariff, PSC No. 220 – Electricity ("Tariff"). Rule 4.2.1 requires the customer to pay all costs associated with this project. Under this rule, you have two options for payment:

- **Option 1** – Pay the entire amount of estimated costs upfront via a lump sum payment, which will be reconciled to the actual costs upon completion of the project. The reconciliation may result in a refund or a further invoice based on the Company's actual charges after project completion.
- **Option 2** – Execute a minimum demand contract (kW) agreeing to pay all delivery charges associated with the minimum or metered demand, whichever is greater, in accordance with the Tariff.

Please review the details of each option below. If this Proposal is acceptable, please select your desired option, sign and return this agreement. Upon receipt of this agreement, you will either be billed under separate cover in the amount of $ 242,049.35 or a subsequent contract demand agreement (Form C) will be executed.

Option 1 - Pay the estimated construction advance of $ 242,049.35 (subject to final reconciliation) and not provide the Company with any revenue assurance.

The breakdown of these estimated charges are as follows:

Labor, Expenses, & Fringes	$23,308.51
Materials & Handling	$135,513.19
Transportation	$3,857.39
Overheads	$79,370.26
Sub-Total	$242,049.35
Taxes	$0.00
Total Estimate Charges	**$242,049.35**

NOTE: *Sales tax has been removed from this proposal.*

Pursuant to the Tariff, you are responsible for the Company's actual costs to complete the project. Upon project completion, costs will be reconciled to actual costs. The Company will subsequently bill you if costs exceed the invoiced amount or refund the difference if costs are below the invoiced amount. You are responsible for all invoiced amounts.

Attachment: Electric Service Proposal WR #30952679 (RES-2025-279 : Electric Service Proposal WR #30952679 - CRS #5343)

Option 2 – In lieu of the upfront payment noted in Option 1, you have the option to execute a Form C agreement designating a minimum demand amount you must meet to provide payment for the upgrade over a specified period of time. If you are interested in this option, please advise and an analysis can be requested. As per previous conversation Town of Amherst was not interested in this option at this time.

Should this option be selected advised you are required to provide an irrevocable letter of credit within (10) days of the contract execution to guarantee the estimated costs of this project.
The letter of credit amount provided shall be of $242,049.35 the amount of margin being covered via the contract demand. The term of the letter of credit shall be for the term the contract.

This work will be scheduled upon acceptance of this proposal, payment of invoice, and completion of all responsibilities as outlined in the attached proposal. This estimate is valid for 90 days from the date of this letter.

Should you have any questions, please contact me at 716-831-7192.

Sincerely,

Bernice Montague
Consumer Representative
Regional Account Services
National Grid
144 Kensington Avenue
Buffalo, NY 14214

I ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:

Please check one:

☐ Option 1 – Lump Sum ☐ Option 2 – Minimum Contract Demand

Print Name: _____

Title: _____

Signature: _____

Date: _____

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.

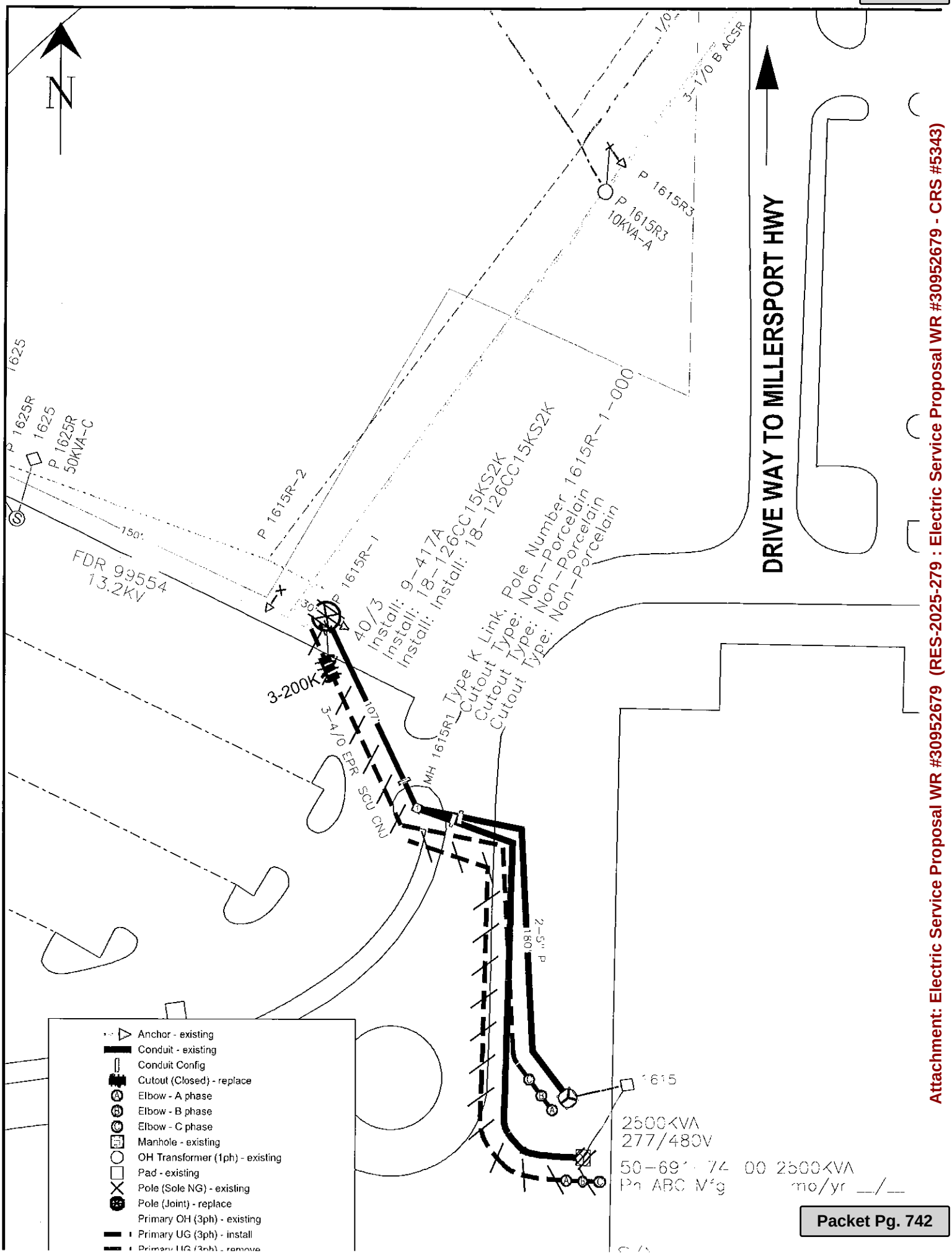
Attachment: Electric Service Proposal WR #30952679 (RES-2025-279 : Electric Service Proposal WR #30952679 - CRS #5343)

ELECTRIC SERVICE PROPOSAL WR#30952679

Town of Amherst
1615 Amherst Manor Dr.

Service Work Request:	30952679
Electrical Contractor:	
Customer's Contribution:	$242,049.35
Billing Party:	Town of Amherst
Customer's Responsibilities:	➢ Return signed Proposal cover letter, if accepted ➢ Return FORM C, if executed ➢ Provide all necessary right-of-way easements ➢ Notify National Grid if any changes in the Billing Party occur ➢ Payment in full, upon receipt of invoice ➢ Provide copy of Tax-Exempt Certificate (if applicable) ➢ Adherence to applicable Electric Service bulletin(s) Electric Specifications (site.com)
National Grid Responsibilities:	REPLACE RISER P1615R-1 WITH NEW 40/3. REPLACE EXISTING #2 UG CABLE WITH 200' OF NEW 4/0 UG CABLE. INSTALL NEW 3PH 2500 KVA TRANSFORMER. METER & TEST TO SET 1 METER
Construction Lead Time:	Approximately 4-6 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Agreement, this project will be added to National Grid's construction schedule. **Note: Payment must be made upon receipt of invoice. The correct mailing address for payments will be noted on the invoice you receive.**
Customer Communications Update:	If a progress report is needed during construction, including the expected date for the Owners project completion, the expected completion date for the utility's work, and confirmation of the expected date for the service connection of permanent power, please contact the Company Job Owner at the number listed below.
Remarks:	This Proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal. This proposal and all attached documentation are proprietary property of National Grid and can only be used for its intended purpose and shall not otherwise be disclosed.
Prepared By:	*Bernice Montague* Regional Account Services 716-831-7192

Attachment: Electric Service Proposal WR #30952679 (RES-2025-279 : Electric Service Proposal WR #30952679 - CRS #5343)



Attachment: Electric Service Proposal WR #30952679 (RES-2025-279 : Electric Service Proposal WR #30952679 - CRS #5343)

nationalgrid

INVOICE
National Grid
Non-Utility Billing
300 Erie Blvd. West
Syracuse NY 13202
(315) 428-3110

Invoice Number: 500161094
Invoice Date: 12/02/2024
Customer Number: 200001893
Due Date: 03/02/2025
Work Order: 10030952679

TOWN OF AMHERST - HIGHWAY DEPT GOV'
1042 N Forest Rd
Williamsville NY 14221-4402

Line	Description	Quantity	UOM	Unit Amt	Net Amount
10	Service Upgrade	1.000	EA	207,729.68	$207,729.68
20	Service Upgrade	1.000	EA	2,310.04	$2,310.04
30	Service Upgrade	1.000	EA	4,847.84	$4,847.84
40	Service Upgrade	1.000	EA	27,161.79	$27,161.79

Please make this payment promptly to ensure your job progresses in a timely manner.
Cost for 1615 Amherst Manor Dr upgrade
If paying by wire: Wire Payment: JPMorgan Chase, Bank Routing Number (ABA): 021000021, Credit: National Grid USA, Bank Acct. Number: 777149642. Please provide invoice and customer number with payment or transaction
If you have any questions about this invoice, please contact BERNICE MONTAGUE at BERNICE.MONTAGUE@NATIONALGRID.COM

Sub Total :	242,049.35
Total Taxes :	0.00
TOTAL AMOUNT DUE:	$242,049.35

Prices are subject to change after 90 days
Please be sure to remit your payment to the address provided on the remittance stub below.

PLEASE DETACH AND RETURN THIS STUB WITH PAYMENT

Writing your invoice number on your check will help ensure your payment is properly applied.

Make checks payable to National Grid. PO Box does not accept overnight delivery.

National Grid
P.O.Box 29805
New York, NY 10087-29805

AMOUNT DUE: $242,049.35

Invoice Number: 500161094
Invoice Date: 12/02/2024
Customer Number: 200001893
Due Date: 03/02/2025
Company Code: 5210

Attachment: Electric Service Proposal WR #30952679 (RES-2025-279 : Electric Service Proposal WR #30952679 - CRS #5343)

nationalgrid

INVOICE
National Grid
Non-Utility Billing
300 Erie Blvd. West
Syracuse NY 13202
(315) 428-3110

Invoice Number:	500161094
Invoice Date:	12/02/2024
Customer Number:	200001893
Due Date:	03/02/2025
Work Order:	10030952679

TOWN OF AMHERST - HIGHWAY DEPT GOV'
1042 N Forest Rd
Williamsville NY 14221-4402

Do not send payments to the company representative who quoted you the value for the work to be performed.
ACH Payments (Banking Information) up to $99,999 can be made for a One Time Fee through Speedpay at https://internet.speedpay.com/nationalgrid/#/login/guest. Credit/Debit Card Payments can be made in five (5) $1,000 Increments for Invoices up to $5,000, at a fee per Transaction, through Speedpay, by selecting Add Card in the Payment Form at https://internet.speedpay.com/nationalgrid/#/login/guest
This is an estimated project cost. Final project cost will be reconciled and may result in an additional charge or refund. Please refer to the National Grid's PSC 220 Tariff and/or your agreement (where applicable) for additional information.

Attachment: Electric Service Proposal WR #30952679 (RES-2025-279 : Electric Service Proposal WR #30952679 - CRS #5343)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30088 **RESOLUTION 2025-280** **ADOPTED**

Authorization to Pay Vendor (Graybar)

WHEREAS, the Town of Amherst has signed contracts with National Grid (CRS #4965 and CRS #5039) for energy efficient lighting upgrades at the Northtown Center at Amherst, and

WHEREAS, as part of these contracts, purchase of lighting and fixtures was awarded to Graybar, and

WHEREAS, Graybar underestimated the number of fixtures necessary when putting together the proposal and the mistake was not caught until after the contracts had been awarded, and

WHEREAS, the Town of Amherst is negotiating with National Grid for an additional rebate on the extra fixtures, and

WHEREAS, the fixtures are installed and cannot be returned,

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board authorizes a payment of $8,240.02 to Graybar to be paid out of funds encumbered from the 2024 budget.

3/10/2025
Consent

FINANCIAL IMPACT:

A7253.4220: $8,240.02 (2024 encumbered funds)

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: 03/10/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30089 **RESOLUTION 2025-281** **ADOPTED**

Travel Authorization (CADCA)

Authorize employee Anne Rohrer to travel to the Community Anti-Drug Coalition of America's annual National Leadership Forum in National Harbor, MD as a requirement of the town's federal Drug Free Communities grant. Also authorize reimbursement for Amherst Youth & Community Coalition member Endell Osuna who will be attending on the town's behalf. All travel will be covered by grant funds.

3/10/2025
Consent

FINANCIAL IMPACT:

A 7257.4040 - up to $6,912.40

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

REVISED 05/08/2023

☐ 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
Anne Rohrer	**7123**	**Youth & Rec**	**(716) 631-7132**

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
2/3/2025	**2/6/2025**	**National Harbor, MD**	**CADCA National Leadership Forum (required as a condition of federal DFC grant)**

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.70			
Tolls			
Parking			
Local Transportation (bus/taxi)	$100.00		
Plane/Rail/Bus	$600.00		
Lodging:			
3 # nights @ $360.00	$1,080.00		
Meals:			
6 IRS Per Diem Per Day $68.00	$408.00		
4 1st & Last Day of Travel @ 75%	$204.00		
0 # Breakfasts @ $0.00	$0.00		
0 # Lunches @ $0.00	$0.00		
0 # Dinners @ $0.00	$0.00		
0 # Incidentals @ $0.00	$0.00		
Registration/Conference Fee	$750.00		
Other			
Subtotal	$3,142.00		N/A
Contingency - 10% of subtotal or $200	$314.20		N/A
TOTAL	$3,456.20		

Request Approved By:

May Diana Davi

Department Head Signature

January 30, 2025

Date

Town Board :

Date of Town Board Approval

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Rohrer Travel Authorization (RES-2025-281 : Travel Authorization (CADCA))

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30092 **RESOLUTION 2025-282** **ADOPTED**

Legislative Grant - CRS #5358

Authorize the Supervisor to sign a contract between the Town of Amherst and the New York State Office of Children and Family Services for funding for the Northwest Amherst Community Center, pending successful completion of the contract routing process.

3/10/2025
Consent

FINANCIAL IMPACT:

$10,000.00 revenue

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

Legislative Grant - Awards $10,000 and Under

Cover Page

State Agency:
NYS Office of Children and Family Services
52 Washington Street
Rensselaer, NY 12144

Contract Number: TM11223

Funding Amount: $10,000

Contractor Legal Name:
AMHERST TOWN OF

Contract Term:
From: 04/01/2023 To: 03/31/2024

Contractor Mailing Address:
5583 Main Street
Williamsville, NY 14221

NYS Vendor ID: 1000003949

Federal Tax ID: 16-6002157

Contractor Status: ☐ Not-for-Profit ☑ Municipality - Code:

Charities Registration / Exemption Number: N/A

Contractor Contact Information

Main Contract Contact:

Name: Brian Kulpa

Title: Town Supervisor

Phone Number: 716-631-7032

Email Address: bkulpa@amherst.ny.us

***Authorized to Sign**
☑ Contract
☐ Vouchers

Secondary Contact:

Name: Megan Winnert

Title: Coordinator of Federal & State Aid Pr

Phone Number: 716-631-7067

Email Address: mwinnert@amherst.ny.us

***Authorized to Sign**
☐ Contract
☑ Vouchers

***NOTE: The same person may not be authorized to sign both contracts and vouchers.**

Attestation

By signing below, I affirm I have received, read and understand the Letter of Agreement for Legislative Grants $10,000 and Under along with the NYS Appendix A (June 2023). I affirm that I am duly authorized to sign on behalf of contractor named above and that budget and work plan submitted are in accordance with the legislative intent form and that all costs incurred are or will be in accordance with the same.

Signature

9/23/24
Date

Brian J. Kulpa
Printed Name

FOR OCFS USE ONLY

Office of Children and Family Services Signature

10/11/24
Date:

RECEIVED
NYS OCFS
SEP 30 2024
Bureau of
Contract Management

April Marsh
Printed Name

Attachment: NYS OCFS TM11223 (RES-2025-282 : Legislative Grant - CRS #5358)

STATE OF NEW YORK LETTER OF AGREEMENT
For Legislative Grants $10,000 and Under

This State of New York Letter of Agreement ("Letter of Agreement") by and between the State of New York ("State") acting by and through the Office of Children and Family Services ("State Agency") and the contractor as shown on the cover page of this agreement ("Recipient" and, together with the State, the "Parties") do hereby agree that this agreement and all appendices and attachments, if any, make up the entire agreement.

STANDARD TERMS AND CONDITIONS

A. Executory Clause: The State shall have no liability under this Agreement to the Recipient, or to anyone else, beyond funds appropriated and available for this Agreement.

B. Performance: The Recipient shall perform all services or work, as applicable, and comply with all provisions of the Agreement to the satisfaction of the State. The Recipient shall provide services or work, as applicable, and meet the agreed upon program objectives in accordance with the provisions of this Agreement, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

C. Funding: Funding for the term of the Agreement shall not exceed the amount specified on the cover page of this agreement.

D. Term: The term of the Agreement shall be as stated on the cover page of this agreement, unless terminated sooner as provided herein, and may be extended subject to agreement by the Parties and compliance with applicable State law.

E. Subrecipients: If the Recipient enters into subagreements for the performance of work pursuant to the Agreement, the Recipient shall take full responsibility for the acts and omissions of its subrecipients. Nothing in the subagreement shall impair the rights of the State under the Agreement. No contractual relationship shall be deemed to exist between the subrecipient and the State.

F. Indemnification: The Recipient shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Recipient or its subrecipients pursuant to the Agreement. The Recipient shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Agreement.

G. 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

Attachment: NYS OCFS TM11223 (RES-2025-282 : Legislative Grant - CRS #5358)

purposes of set-off, any moneys due to the Recipient under the Agreement up to any amounts due and owing to the State with regard to the Agreement, any other agreement with any State department or agency, including any agreement for a term commencing prior to the term of the Agreement, 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 New York State Office of the State Comptroller.

H. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Agreement. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

I. No Arbitration: Disputes involving the Agreement, 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.

J. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Agreement may not be assigned by the Recipient 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 shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of the Agreement, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and where the assignment is due to a reorganization, merger, or consolidation of the Recipient's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged Recipient demonstrate its responsibility to do business with the State. The Recipient may, however, assign its right to receive payments without the State's prior written consent unless the Agreement concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

K. Non-Collusive Bidding Certification: In accordance with Section 139-d of the State Finance Law, if the Agreement was awarded based upon the submission of bids, the Recipient affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Recipient further affirms that, at the time the Recipient submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on the Recipient's behalf.

L. Grounds for Termination:

1. Mutual Consent: The Agreement may be terminated at any time upon mutual written

Attachment: NYS OCFS TM11223 (RES-2025-282 : Legislative Grant - CRS #5358)

consent of the State and the Recipient.

2. Cause: The State may terminate the Agreement immediately, upon written notice of termination to the Recipient, if the Recipient fails to comply with any of the terms and conditions of either the Agreement and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Agreement.

3. Non-Responsibility: The State may make a final determination that the Recipient is non-responsible. In such event, the State may terminate the Agreement at the Recipient's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

4. Convenience: The State may terminate the Agreement in its sole discretion upon thirty (30) calendar days' prior written notice.

5. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Agreement or fails to pay the full amount of the allocation for the operation of one or more programs funded under the Agreement, the State Agency, may at its discretion, terminate or reduce the Agreement, provided that no such reduction or termination shall apply to allowable costs already incurred by the Recipient where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Recipient that are not subject to allowable costs already incurred by the Recipient shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Agreement. The Recipient acknowledges that any funds due to the State Agency or the State because of disallowed expenditures after audit shall be the Recipient's responsibility.

6. Force Majeure: The State may terminate or suspend its performance under the Agreement immediately upon the occurrence of a "force majeure." For purposes of the Agreement, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

M. Notice of Termination:

1. Service of notice: Written notice of termination shall be sent by (i) personal messenger service; or (ii) certified mail, return receipt requested and first class mail.

Attachment: NYS OCFS TM11223 (RES-2025-282 : Legislative Grant - CRS #5358)

2. Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Recipient, and shall be established as follows: (a) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Recipient or by affidavit of the individual making such hand delivery attesting to the date of delivery; or (b) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or (c) if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

N. Effect of Notice and Termination on State's Payment Obligations:

1. Upon receipt of notice of termination, the Recipient agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

2. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Agreement. In no event shall the State be liable for expenses and obligations arising from the requirements the Agreement after its termination date.

O. Notices of Matters Not Related to Termination: All notices, except for notices of termination, shall be in writing and shall be transmitted either:

1. by certified or registered United States mail, return receipt requested;

2. by facsimile transmission;

3. by personal delivery;

4. by expedited delivery service; or

5. by electronic mail.

P. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Recipient agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

Attachment: NYS OCFS TM11223 (RES-2025-282 : Legislative Grant - CRS #5358)

2. The Recipient shall immediately notify in writing the program manager assigned to the Agreement of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Recipient, any subrecipient or program participant funded through the Agreement, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Recipient; or other matters of a similarly serious nature.

Q. Suspension: The State may, in its discretion, order the Recipient to suspend performance for a reasonable period of time. In the event of such suspension, the Recipient shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Recipient shall comply with the particulars of the notice. The State shall have no obligation to reimburse Recipient's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Agreement.

R. Confidentiality: The Recipient agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Agreement, or any other information, data or records marked as, or reasonably deemed, confidential by the State ("Confidential Information") only for the limited purposes of the Agreement and in conformity with applicable provisions of State and Federal law. The Recipient understands and agrees that it (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

S. Publicity:

1. "Publicity" shall mean, but not be limited to, news conferences, news releases, public announcements, advertising, brochures, reports, discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Agreement may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Recipient and do not necessarily represent the

Attachment: NYS OCFS TM11223 (RES-2025-282 : Legislative Grant - CRS #5358)

opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Recipient is an educational institution, the Recipient may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Agreement and the Recipient agrees to use best efforts to provide copies of any manuscripts arising from Recipient's performance under the Agreement, or if requested by the State, the Recipient shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Recipient is not an educational institution, the Recipient may submit for publication, scholarly or academic publications that derive from activity under the Agreement (but are not deliverable under the Agreement), provided that the Recipient first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described inSection S(2) hereof.

T. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Recipient hereby stipulates that the Recipient 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.

U. Iran Divestment Act:

1. By entering into the Agreement, the Recipient 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").

2. The Recipient further certifies that it shall not utilize on the Agreement any subrecipient that is identified on the Prohibited Entities List. The Recipient agrees that should it seek to renew or extend the Agreement, it must provide the same certification at the time the Agreement are renewed or extended. The Recipient also agrees that any proposed assignee of the Agreement shall be required to certify that it is not on the Prohibited Entities List before the Agreement assignment shall be approved by the State.

3. During the term of the Agreement, should the State receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the State 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 New York State Iran Divestment Act of 2012 within 90 calendar days after the determination of such violation, then the State 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 Recipient in default.

4. The State reserves the right to reject any bid, request for assignment, renewal or extension for

Attachment: NYS OCFS TM11223 (RES-2025-282 : Legislative Grant - CRS #5358)

an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of the Agreement, 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.

V. Severability: Any provision of the Agreement that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Agreement shall attempt in good faith to reform the Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

W. Governing Law: The Agreement shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

X. Fiscal Sanction: In accordance with the State Agency's Fiscal Sanction policy, Recipients may be placed on fiscal sanction when the State Agency identifies any of the following issues:

- The Recipient has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the State Agency within the established timeframe;
- A State Agency, Office of the State Comptroller, or other audit identifies significant fiscal irregularities and/or that funds are due to the State agency;
- The Recipient has not provided satisfactory services as required under the terms of this or another State agency agreement;
- The Recipient has not provided fiscal or program reports as required under the terms of this or another State Agency agreement;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Recipient;
- The Recipient is not in compliance with State or federal statutes or regulations, or applicable State Agency guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Recipient and funded under an agreement with the State agency.

Once the Recipient has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Recipient will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by the State agency may be referred to the Attorney General (AG) for collection or legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Recipient will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

Attachment: NYS OCFS TM11223 (RES-2025-282 : Legislative Grant - CRS #5358)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

Attachment: NYS OCFS TM11223 (RES-2025-282 : Legislative Grant - CRS #5358)

TABLE OF CONTENTS

		Page
1.	Executory Clause	3
2.	Non-Assignment Clause	3
3.	Comptroller's Approval	3
4.	Workers' Compensation Benefits	3
5.	Non-Discrimination Requirements	3
6.	Wage and Hours Provisions	3-4
7.	Non-Collusive Bidding Certification	4
8.	International Boycott Prohibition	4
9.	Set-Off Rights	4
10.	Records	4
11.	Identifying Information and Privacy Notification	4
12.	Equal Employment Opportunities For Minorities and Women	5
13.	Conflicting Terms	5
14.	Governing Law	5
15.	Late Payment	5
16.	No Arbitration	5
17.	Service of Process	5
18.	Prohibition on Purchase of Tropical Hardwoods	5-6
19.	MacBride Fair Employment Principles	6
20.	Omnibus Procurement Act of 1992	6
21.	Reciprocity and Sanctions Provisions	6
22.	Compliance with Breach Notification and Data Security Laws	6
23.	Compliance with Consultant Disclosure Law	6
24.	Procurement Lobbying	7
25.	Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26.	Iran Divestment Act	7
27.	Admissibility of Contract	7

Attachment: NYS OCFS TM11223 (RES-2025-282 : Legislative Grant - CRS #5358)

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

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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: NYS OCFS TM11223 (RES-2025-282 : Legislative Grant - CRS #5358)

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 $25,000.00 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

Attachment: NYS OCFS TM11223 (RES-2025-282 : Legislative Grant - CRS #5358)

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. 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. 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 employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Attachment: NYS OCFS TM11223 (RES-2025-282 : Legislative Grant - CRS #5358)

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.

Attachment: NYS OCFS TM11223 (RES-2025-282 : Legislative Grant - CRS #5358)

Attachment B-1

Expenditure Based Budget

For each Expense Category funded by this contract, include the following: a list of the items for each Expense Category **(include computations where applicable)** and a brief explanation of each item as it relates to the project.

EXPENSE CATEGORY (Enter Explanation and Computation on appropriate line)	ENTER AMOUNTS CHARGED TO CONTRACT	TOTAL AMOUNT
Personal Services Expenses (Include position title/salary/name) include computation		
Sue Mohney, Program Leader		
260 Hours x $28.62 (January- March)	$7,441	
Kaitlyn Belile, Program Helper		
160 Hours x $15.99 (January- March)	$2,559	
	Subtotal	$10,000
Fringe Benefits & Payroll Taxes	$0	$0
Equipment & Supplies - Itemized and include computation		
	Subtotal	$0
Contractual and/or Consultants - Itemized and include computation		
	Subtotal	$0
Other Expenses (Travel, utilities, postage, etc.) Include computations for each item of expense		
	Subtotal	$0
	Total Contract Amount	$10,000

Contract Number: # TM11223

Attachment: NYS OCFS TM11223 (RES-2025-282 : Legislative Grant - CRS #5358)

Attachment C – Work Plan

Project Title: Gym Equipment, Furnishings, & Programming at Northwest Community Center

Work Plan Detail

Describe your organization, its background and purpose.

The Town of Amherst has a population of more than 129,000 making it the largest and most populous suburb of Buffalo, New York. Amherst's Youth and Recreation department hosts many programs at various locations throughout the town including its 20 playgrounds/parks. Residents of all ages can partake in activities such as golf, swimming, ice skating, tennis and even passive recreation. Amherst has excellent community facilities and services, making it an extremely desirable place to live and work.

Next briefly describe how you will implement your project by addresing each of the following areas:

1. Progam Location
2. Days and Hours of Operation
3. Services and Activities to be Provided
4. Staff Responsibilities/Duties

1. Northwest Community Center, 220 Northpointe Pkwy Amherst, NY 14228

2. Programming is Monday through Friday from 2:30pm- 6:00pm

3. The Northwest Community Center provides an NYS Office of Children and Family Services licensed childcare program for school aged children. Buses transport the children to the center where they are provided with homework help, snack time, and can engage in various activities including gym time, arts and crafts, organized games, and specialized interests such as cooking classes.

4. The after school program maintains a 1 to 10 ratio of staff to participants. The staff is responsible for supervising the activities and engaging with the participants throughout the afternoon. They are also required to check in with parents at pick-up time and review the day. Staff is required to do periodic building safety checks and completing the mandatory OCFS and CACFP paperwork. There is also a CPR, First-Aid, and MAT (medication assisted trained) staff member on site at all times in case of a medical emergency.

Contract Number: # TM11223

Attachment: NYS OCFS TM11223 (RES-2025-282 : Legislative Grant - CRS #5358)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Clerk
DOC ID: 30150

COMMUNICATION 2025-11 **APPROVED**

Request for Public Hearing - 1692 Maple Road

Request from Sean Hopkins, Esq. for a public hearing with respect to the rezoning of 1692 Maple Road from R-3 to OB.

This hearing has been schedule for April 7th.

3/10/2025
Consent

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

February 24, 2025

Timothy J. Koller, Deputy Town Clerk
Town of Amherst Town Clerk's Office
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 1692 Maple Road from R-3 to OB [Z-2024-04]
Applicant/Project Sponsor: Dr. Michael Cicchetti and Dr. Corine Cicchetti

Dear Tim:

This letter is being submitted on behalf of the Project Sponsor to request that the Town Board adopt a resolution during its meeting to be held on Monday, March 10th for the purpose of scheduling a public hearing in connection with the pending request to amend the zoning classification 1692 Maple Road from R-3 to OB.

The Planning Board held a public hearing on the requested rezoning of the Project Site during its meeting on Thursday, February 20th and adopted a resolution recommending that the Town Board issue a negative declaration pursuant to the State Environmental Quality Review Act ("SEQRA"), approve the requested amendment of the zoning classification of the Project Site from R-3 to OB subject to conditions. .

The Project Sponsor is requesting that the public hearing be scheduled for the meeting of the Town Board to be held on **Monday, April 7th at 7:00 p.m.**

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Daniel Howard, Planning Director
Vincent O. Hanley, Esq.
Dr. Michael Cicchetti
Dr. Corine Cicchetti
James DeVaughn
Patrick Sheedy Jr., P.E., Carmina Wood Design

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Road, Suite 100 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsr-legal.com

Attachment: Koller-Ltr-Request to Schedule Public Hearing-02-24-25 (COM-2025-11 : Request for Public Hearing - 1692 Maple Road)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Clerk
DOC ID: 30141

COMMUNICATION 2025-12 **REFERRED**

Notice of Claim: Mark C. Foster Vs. Town of Amherst

3/10/2025
Referred to Town Attorney

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

February 28, 2025

Mark C. Foster

FEB 28 2025 PM1:5

email:

Town Clerk
5583 Main Street
Amherst, NY 14221

Dear Town Clerk,

On Saturday, February 15, 2025 at approximately 9:00 pm, I was driving eastbound on Klein Road when I hit one of the dozens of potholes between Hopkins Road and Bentley Court. When I exited the car after parking in my garage at , I heard a hissing sound coming from the front passenger side tire. Upon closer examination, I could see a small (1-2 mm) hole/tear in the side of the tire. The tire quickly thereafter went flat.

My seven week old car (license plate JFW 4039, VIN# – see pictures) is a 2024 Hyundai Sonata with less than 400 miles on it (hadn't even filled the gas tank yet).

Enclosed please find estimates from three local tire stores ranging from $307.53 (see photo of computer screen from Mavis Discount Tire – they refused to print out an estimate) to $377.37 from Monro for one Pirelli P-zero all season 235/45 R18 tire. Dunn Tire fell in the middle at $339.93.

Thank you for your attention to this matter.

Sincerely,

Mark C. Foster

Mark C. Foster

Notary Public

ISMAHAN TAHER-ABDALLAH
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01TA6239246
My Commission Expires 4/18/2027

Attachment: DOC030325-03032025095944 (COM-2025-12 : Notice of Claim: Mark C. Foster Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Clerk
DOC ID: 30128

COMMUNICATION 2025-13 **REFERRED**

Notice of Claim: State Farm Mutual Automobile Insurance Company A/S/O Todd a Elis Vs. Town of Amherst

3/10/2025
Referred to Town Attorney

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

Providing Insurance and Financial Services
Home Office, Bloomington, IL

StateFarm®

February 5, 2025

RECEIVED
FEB 24 2025
TOWN ATTORNEY

Amherst Town
1042 N Forest Rd
Williamsville NY 14221-4402

Subrogation Services
PO Box 106172
Atlanta GA 30348-6172

RE:

Claim Number:	52-78K4-53D
Our Insured:	Todd A Elis
Date of Loss:	December 20, 2024
Your Insured:	Amherst Town
Your Insured Driver:	David Riley
Loss Location:	26 Autumn Meadows Ln, East Amherst, NY

To Whom It May Concern:

Facts of Loss:
State Farms insured's vehicle was parked and occupied when a vehicle from Amherst town struck the side of their vehivle

It is our understanding that you are self insured. Our investigation indicates you are responsible for this claim. Therefore, we are seeking recovery from you. This letter is to notify you of our subrogation claim and request your cooperation in settling this matter.

To assist you in your review, here is a breakdown of the amounts State Farm® paid by Cause of Loss:

041/045 - Uninsured Motorist BI	$
042 - Uninsured Motorist PD	$
300 series/400 - Comp/Collision	$6,187.60
501 - Rental/Loss of Use	$
600-050 - Med Pay/PIP	$
Other	$
Salvage Recovery	$
Amount State Farm Paid	$6,187.60
Insured Deductible	
Total Claim Amount	$7,187.60

FEB 26 2025 AM10:4

Based on the assessment of liability between the parties, State Farm Mutual Automobile Insurance Company is seeking 100% of the Total Claim Amount listed above. The amount payable to State Farm Mutual Automobile Insurance Company for this loss is $6,187.60.

Attachment: DOC022625-022620251133354 (COM-2025-13 : Notice of Claim: State Farm Mutual Automobile Insurance Company A/S/O Todd a

Please remit payment of this claim and include our claim number on the payment. If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you. Thank you for your cooperation.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provided for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

If you have questions or need assistance, call us at (877) 787-8276 Ext. 2079.

Sincerely,

Tracy Johnston
Claim Associate
(877) 787-8276 Ext. 2079
statefarmclaims@statefarm.com

For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at (877) 787-8276 Ext. 2079 to discuss sensitive information.

State Farm Mutual Automobile Insurance Company

Attachment: DOC022625-022620251133354 (COM-2025-13 : Notice of Claim: State Farm Mutual Automobile Insurance Company A/S/O Todd a

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Clerk
DOC ID: 30045

COMMUNICATION 2025-14 **REFERRED**

Notice of Claim: Aldo Giammusso Vs. Town of Amherst

3/10/2025
Referred to Town Attorney

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

Aldo Giammusso
140 Old Lyme Drive #5, Williamsville, NY 14221

February 7, 2025

Town Clerk
Town of Amherst
5583 Main Street
Amherst, New York 14221

Subject: Notice of Claim for Vehicle Damage Due to Pothole

Dear Town Clerk,

I am submitting this formal Notice of Claim regarding damage sustained to my vehicle due to a pothole located in front of 113 Klein Road, Williamsville, NY 14221. Below are the necessary details as required:

1. **Claimant Information:**
   - Name: Aldo Giammusso
   - Address:
   - Home Phone:
   - Work Phone:
   - I am not currently represented by an attorney.
2. **Incident Details:**
   - **Date of Incident:** February 6, 2025
   - **Time of Incident:** 6:45 PM
   - **Exact Location:** Pothole in front of 113 Klein Road, Williamsville, NY 14221
   - **Police Report:** Reported to Amherst Police Department on February 6, 2025, at approximately 10:30 PM.
   - **Incident Number:** 25-005844
   - **Officer ID:** #120
3. **Description of Damage:**

FEB 10 2025 AM11:04

Attachment: DOC021025-02102025151418 (COM-2025-14 : Notice of Claim: Aldo Giammusso Vs. Town of Amherst)

- **Vehicle:** 2019 Black BMW 440
- License Plate: LEB 1211
- **Damage:** Front passenger tire sustained irreparable damage due to the pothole.
- **Repair Details:** Replaced at Dunn Tire, located at 4401 Transit Rd, Williamsville, NY 14221, on February 7, 2025.
- **Cost of Repair:** $266.74
- **Attached Documentation:** Copy of the repair bill from Dunn Tire.

4. **Additional Information:**

- I have enclosed a copy of the police report and the repair receipt as supporting evidence of my claim.
- I request reimbursement for the total cost of the tire replacement in the amount of $266.74.

I kindly ask that this claim be processed as soon as possible. Please inform me of any additional information or documents needed to complete the review. Thank you for your time and attention to this matter.

Sincerely,
Aldo Giammusso Aldo Giammusso

Notary Public Verification:

Subscribed and sworn before me this 7th day of Feb., 2025.

Notary Public
Commission Expires: July 29th, 2028.

HYACINTH SAMARASENA
Notary Public, State of New York
Qualified In Erie County
Reg. No. 01SA0027256
My Commission Expires July 29, 2028

Attachment: DOC021025-02102025151418 (COM-2025-14 : Notice of Claim: Aldo Giammusso Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Clerk
DOC ID: 30046

COMMUNICATION 2025-15 **REFERRED**

Notice of Claim: Todd Elis Vs. Town of Amherst

3/10/2025
Referred to Town Attorney

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

To whom it may concern,

On December 20th 2024 I, Todd Elis, was working on New road in East Amherst doing road construction. At 7:00 am i parked my 2023 f150 license plate #12493 MN legally on Autumn Meadows Lane as I waited inside to start my day. I was talking to my girlfriend on the phone when a town of Amherst highway dept dump truck (#249) license plate BG 9350 side swiped my truck at about 7:10am, taking out the driver side mirror, bumper and several other front end parts. I am personally requesting the refund of my insurance deductible and rental car expenses that I paid out of pocket for due to the driver's gross negligence that could have prevented this from happening.

- Deductible- $1,000.00
- Rental - $986.46

Total out of pocket request $1,986.46

Victim-
Todd Elis

RECEIVED
Amherst Town Clerk

Attorney-
Jessica N. Reich Esq

Todd Ellis

Sworn to before me this 8th day of February 2025.

Karen L Marshall

KAREN L. MARSHALL
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 03/04/2026

FEB 10 2025 PM3:53

Attachment: DOC021125-02112025083322 (COM-2025-15 : Notice of Claim: Todd Elis Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Clerk
DOC ID: 30064

COMMUNICATION 2025-16 **REFERRED**

Notice of Claim: Ashley Torgalski Vs. Town of Amherst

3/10/2025
Referred to Town Attorney

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

To the Town of Amherst/Whom it may concern: February 4, 2025

My name is Ashley Torgalski and I am writing this letter to file a claim against the town of Amherst for damage done to my vehicle. There was an accident that happened with my parked vehicle, a 2018 Jeep Cherokee, and a town of Amherst truck. This occurred on January 7th around 8:30AM in the front of 4525 Main St., Amherst NY 14226, right on the corner of Main and Lincoln Rd. The truck backed up into the front of my parked vehicle on Main St., after he initially missed the right turn down Lincoln, and left the scene of the accident as my significant other, Christopher Kennedy ran after the truck in efforts to stop him. The accident occurred in front of my business, Tailored Fitness (at the address stated above.) There were multiple individuals in the facility at the time of the accident who witnessed the Amherst truck backing up into my parked vehicle, including myself. One of the individuals in particular, (Roxanne Sorensen) called the incident to the thruway authority immediately afterwards, as truck 252 left the area as a hit and run. I have 3 witnesses that will give any other information needed. These individuals include:

1. Roxanne Sorensen

2. Mary-Lyn Herzog

3. Christopher Kennedy

Multiple Amherst police officers came to the scene. They collected information and pictures from the accident after the Amherst truck and driver returned to 4525 Main St. Please see the accident report included. Michael Hughes, The Working Crew Chief for the Amherst Highway Department was also called to the location.

The damage from the accident was primarily done to the entire front of my Jeep. The damage starts with deep slashes and dents into the top of my hood and carries all the way down the front of the truck. The bottom bumper of the Jeep was also partially detached. I am completely at no fault here and would expect these damage costs to be covered by the town of Amherst.

Plese let me know if you need any further information from me.

Ashley Torgalski

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS.:
COUNTY OF Erie)

On this 11 day of February in the year 2025

before me personally came Ashley Torgalski

to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that (s)he executed the same.

NOTARY PUBLIC

TYLER MARCHINCIN
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01MA0014494
My Commission Expires Oct. 18, 2027

Attachment: DOC021325-02132025145708 (COM-2025-16 : Notice of Claim: Ashley Torgalski Vs. Town of Amherst)

FEB 13 2025 PM 1:35

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Clerk
DOC ID: 30103

COMMUNICATION 2025-17 **REFERRED**

Notice of Claim: Purificacion Turner Vs. Town of Amherst Et Al.

3/10/2025
Referred to Town Attorney

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

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

PURIFICACIÓN TURNER,

Claimant,

- against -

COUNTY OF ERIE,
TOWN OF AMHERST and
VILLAGE OF WILLIAMSVILLE,

Respondents.

NOTICE OF CLAIM

TO: **County of Erie**
C/O Jeremy C. Toth, Esq., Erie County Attorney
Department of Law
Edward A. Rath County Office Building
95 Franklin Street, Room 1634
Buffalo, New York 14202

County of Erie
c/o Mark C. Poloncarz, County Executive
County Executives Office
Edward A. Rath County Office Building
95 Franklin Street, Room 1634
Buffalo, New York 14202

Town of Amherst
Amherst Town Hall
c/o Town Supervisor Brian Kulpa
5583 Main Street
Williamsville, New York 14221

Town of Amherst
Amherst Town Hall
c/o Samuel A. Alba, Esq.
5583 Main Street
Williamsville, New York 14221

Village of Williamsville
Williamsville Village Hall
c/o Mayor Christine Hunt

Attachment: DOC021925-02192025084324 (COM-2025-17 : Notice of Claim: Purificacion Turner Vs. Town of Amherst Et Al.)

FEB 19 2025 AM8:41

5565 Main Street
Williamsville, New York 14221

Village of Williamsville
c/o Charles Grieco, Esq.
Bond Schoeneck & King Attorneys
Avant Building – Suite 900
200 Delaware Avenue
Buffalo, New York 14202-2107

PLEASE TAKE NOTICE, that PURIFICACIÓN TURNER, makes claims against the TOWN OF AMHERST and VILLAGE OF WILLIAMSVILLE, and in support of said claims states the following:

1. The Post Office address of the Claimant is

2. The attorneys for the Claimant are RICHMOND VONA, LLC, whose Post Office address is 192 Seneca Street, Suite 200, Buffalo, NY 14204, and whose telephone number is (716) 500-5678.

3. The claims of PURIFICACIÓN TURNER are for personal injuries including, without limitation, serious bodily injuries, some or all of which may be of a permanent and irreparable nature including, but not limited to injuries to the head, neck, left shoulder, right shoulder, chest, left wrist, left hand, right wrist, right rib, left hip, right hip, left knee, and right knee. Claimant has and will incur pain and suffering, economic loss and mental and emotional anguish. Claimant's medical treatment is ongoing and reserves the right to allege additional injuries that may develop.

4. PURIFICACIÓN TURNER's claims arose from an incident that occurred on December 1, 2024, while Ms. Turner was walking on the sidewalk in front of 5540 Main Street in Williamsville, New York. On this date, while walking in front of 5540 Main Street, Ms. Turner

Attachment: DOC021925-02192025084324 (COM-2025-17 : Notice of Claim: Purificacion Turner Vs. Town of Amherst Et Al.)

tripped and fell due to a dangerous condition/defect in the sidewalk; and/or damage to the sidewalk. Photographs of the area in question and the defect are included hereto as "Exhibit A." As a direct result of the incident, PURIFICACIÓN TURNER suffered serious and permanent injuries.

5. In addition to the raised portion of sidewalk, there were no signs, warnings, barriers, or other safety precautions to alert the claimant or others to the dangerous condition posed by the raised portion of the sidewalk.

6. Upon information and belief, the sidewalk where the incident occurred is within the COUNTY OF ERIE, TOWN OF AMHERST and VILLAGE OF WILLIAMSVILLE.

7. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, and recklessness of the Respondents, through their agents, servants and/or employees, in that Respondent(s) owned, maintained, operated, managed and/or controlled the premises/property in such a careless, reckless and negligent manner, including but not limited to: creating the hazardous condition; permitting a dangerous or defective condition to exist on the sidewalk for an extended period of time when Respondent(s) had written, actual or constructive notice and knew or should have known of the dangerous condition; failing to inspect the condition and safety of this area; failing to discover the unreasonably safe condition of the sidewalk and/or tree; in failing to install signs, warnings, barriers, or other safety precautions; in failing to provide adequate supervision of the area; in failing to maintain and provide proper safety measures to correct the dangerous condition when it knew or should have known that the area was frequented by individuals; in failing to exercise a degree of care that would be reasonably prudent under the circumstances; in failing to reasonably anticipate that persons in the vicinity could sustain physical injury due to the hazardous condition; in failing to employ proper, adequate, and competent personnel to manage and inspect the area;

Attachment: DOC021925-021920250843324 (COM-2025-17 : Notice of Claim: Purificacion Turner Vs. Town of Amherst Et Al.)

and in violating various statutes, ordinances, rules, and regulations..

8. As a result of the acts and/or omissions described above, Claimant, PURIFICACIÓN TURNER, sustained serious and permanent injuries.

9. Upon information and belief, the Respondents knew or should have known that the sidewalk was uneven and created a serious tripping hazard.

10. Upon information and belief, the incident alleged herein was the result of the negligence, carelessness, and recklessness of Respondents, COUNTY OF ERIE, TOWN OF AMHERST or VILLAGE OF WILLIAMSVILLE, and their agents, servants or employees, without any negligence on the part of Claimant, PURIFICACIÓN TURNER.

11. The total sum claimed is in an amount to be determined by a jury and it shall include past and future pain and suffering, past and future medical expenses and economic loss.

WHEREFORE, Claimant, PURIFICACIÓN TURNER, requests that the TOWN OF AMHERST and the VILLAGE OF WILLIAMSVILLE, honor and pay her claims.

Dated: Buffalo, New York
02/07, 2025

Purificación Turner.
PURIFICACIÓN TURNER

PLEASE DIRECT INQUIRIES TO:
MICHAELANGELO J. CIERI, ESQ.
RICHMOND VONA, LLC
Attorneys for Claimant
192 Seneca Street, Suite 200
Buffalo, New York 14204
(716) 500-5678
(716) 500-5679

Attachment: DOC021925-02192025084324 (COM-2025-17 : Notice of Claim: Purificacion Turner Vs. Town of Amherst Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Clerk
DOC ID: 30022

COMMUNICATION 2025-18 **REFERRED**

Order to Show Cause: James Gawron Vs. Town of Amherst Et Al.

3/10/2025
Referred to Town Attorney

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

In the Supreme Court, State of New York, held in and for the County of Erie at Buffalo New York, on the 31st day of January, 2025

PRESENT: Hon. Paula L. Feroleto
Justice of the Supreme Court

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

FEB 3 2025 PM 1:0

JAMES GAWRON

ORDER TO SHOW CAUSE

Petitioner

Index No.: 801859/2025

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

RECEIVED
Amherst Town Clerk

TOWN OF AMHERST POLICE DEPARTMENT
500 John James Audubon Parkway
Amherst, New York 14228

UNITED AUTO TOWING
3740 Sheridan Drive
Amherst, New York 14226

Respondents;

Upon the reading and filing the annexed affirmation of Robert J. Maranto Jr, Esq., of ANDREWS, BERNSTEIN, & MARANTO, PLLC sworn to this 31st day of January, 2025, it is hereby

ORDERED, that the TOWN OF AMHERST, TOWN OF AMHERST POLICE

Attachment: DOC020425-02042025083011 (COM-2025-18 : Order to Show Cause: James Gawron Vs. Town of Amherst Et Al.)

DEPARTMENT and UNITED AUTO TOWING., show cause at a Special Term of the Supreme Court to be held in Erie County at the Courthouse, Part 32, 50 Delaware Avenue, Buffalo, New York on February , 11 , 2025 at 11:30 a.m. on that day or as soon thereafter as counsel can be heard why an Order should not be entered pursuant to CPLR § 3102(c), allowing the Petitioner leave to conduct pre-action disclosure and inspection, directing Respondents to preserve evidence and information and/or why this Court should not issue a Temporary Restraining Order requiring the preservation of information and material identified in the accompanying Affirmation; and it is further

ORDERED, that the TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and UNITED AUTO TOWING (or anyone acting on their behalf), shall not transfer or cause to be transferred possession of a certain motor vehicle believed to be a Toyota SUV that was involved in a motor vehicle accident involving Petitioner that occurred on January 24, 2025 until Petitioner is able to inspect the vehicle and/or download any and all data which may be stored in the vehicle; and it is further

ORDERED that the TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and UNITED AUTO TOWING (or anyone acting on their behalf) shall not destroy, discard or alter any evidence, documents, items, and/or instrumentalities from the subject Toyota SUV; and it is further

ORDERED that the TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and/or UNITED AUTO TOWING (or anyone acting on their behalf) shall refrain from disposing of, altering, modifying or in any way disturbing the subject Toyota SUV that was involved in the January 24, 2025 accident until further Order of this Court or stipulation between the parties herein; and it is further

Attachment: DOC020425-02042025083011 (COM-2025-18 : Order to Show Cause: James Gawron Vs. Town of Amherst Et Al.)

ORDERED that TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and/or UNITED AUTO TOWING shall provide, to the extent they are in possession of same, the materials and information outlined and requested in the Attorney Affirmation of Robert H. Maranto, Jr., dated January 31, 2025; and it is further

ORDERED, that service of a copy of this Order, together with a copy of the supporting affirmation by personal service on or before February 4th, 2025 upon TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and UNITED AUTO TOWING be deemed good and sufficient service; and it is further

ORDERED, that papers in response, if any, be received by this Court and Robert J. Maranto Jr. Esq., of Andrews, Bernstein, & Maranto, PLLC, 420 Franklin Street, Buffalo, New York 14202, by February 10, 2025. ~~XX~~ ~~,2025~~

IT IS SO ORDERED.

DATED: Buffalo, New York
January , 31 2025

Hon. Paula L. Feroleto, J.S.C.
i/a/o Hon.Gerald J. Greenan III, J.S.C.

ENTERED:

Attachment: DOC020425-02042025083011 (COM-2025-18 : Order to Show Cause: James Gawron Vs. Town of Amherst Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Clerk
DOC ID: 30005

COMMUNICATION 2025-19 **REFERRED**

Complaint: Renay Lynch Vs. Town of Amherst Et Al.

3/10/2025
Referred to Town Attorney

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

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

---------- X

RENAY LYNCH,

Plaintiff,

-against-

The TOWN OF AMHERST, Michael J. Melton, Joseph LaCorte, Raymond Klimczak, and the COUNTY OF ERIE,

Defendants.

---------- X

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Renay Lynch ("Plaintiff" or "Ms. Lynch"), by her attorneys Fisher & Byrialsen LLP, Beldock Levine & Hoffman LLP, and Newirth Linehan PLLC, as and for her Complaint against the Defendants alleges as follows:

PRELIMINARY STATEMENT

1. This is a civil rights action brought by Plaintiff Renay Lynch who spent over twenty-seven years wrongfully imprisoned or on parole for the murder of Louise Cicelsky; a crime Ms. Lynch did not commit.

2. In May 1995, Louise Cicelsky, a local landlord, was found murdered in her own home, an apartment within a multifamily building that she owned with tenants residing above and below her. The murder was the first in Amherst, New York that year and garnered significant media attention.

3. Though the Detectives initially focused on suspects with known disputes with Ms. Cicelsky over property and money, they failed to fully resolve these leads.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

4. Unable to solve the crime, police turned to Ms. Lynch—who was known to the Town of Amherst Police Department ("APD") as a vulnerable person addicted to drugs—in order to support their baseless theory that someone she knew had committed the murder.

5. Ms. Lynch had been the victim of repeated domestic violence at the hands of a partner who had introduced her to drugs. She soon became addicted. Her struggles with addiction led her to engage in petty crimes to support her habit, herself, and her children. At the time of the Cicelsky murder, Ms. Lynch was a convicted felon, but all her convictions were for non-violent crimes.

6. Her situation left her in the perfect position to serve as a useful informant for police, as she was susceptible to their promises of assistance and highly motivated to cooperate with demands from law enforcement—no matter what they were. Ms. Lynch's life circumstances—known by Defendants—made her particularly vulnerable to coercion and threats by corrupt police officers.

7. After an eighteen-month investigation into the murder without any arrests, Defendant Joseph LaCorte and Defendant Raymond Klimczak used improper interrogation techniques to coerce a false confession from Ms. Lynch. The coerced false confession implicated not just Ms. Lynch, but also an acquaintance by the name of Kareem Walker. Despite no physical evidence or eyewitnesses connecting Ms. Lynch or Mr. Walker to the crime, and significant discrepancies between Ms. Lynch's coerced false confession and the objective facts, Ms. Lynch was convicted of felony murder based on her false "confession."

8. However, Mr. Walker was never charged because, prior to Ms. Lynch's trial, Defendant Detectives and the Erie County District Attorney ("ECDA") determined he was in

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

Florida at the time of the murder. Defendant Detectives and the ECDA suppressed this exculpatory evidence from Ms. Lynch.

9. Walker's absence from the jurisdiction at the time of the crime entirely contradicted the police theory of the case: that Mr. Walker and Ms. Lynch entered Ms. Cicelsky's home and Mr. Walker killed Ms. Cicelsky. It also contradicted Ms. Lynch's false confession.

10. The fact of Walker's absence from New York State at the time of the Cicelsky murder was hidden from Ms. Lynch prior to, during, and after her 1998 trial—including during her years of post-conviction litigation—and was first revealed by Defendant LaCorte during a 2010 episode of a television show called *Women Behind Bars*. This exculpatory evidence was also hidden from all factfinders, including courts, the Grand Jury, and the trial jury, throughout the pendency of the case.

11. Additional critical and exculpatory evidence was withheld from Ms. Lynch before, during, and after her trial and from all factfinders. In the immediate aftermath of the crime, the Amherst Police Department's analysis of fingerprints obtained from probative locations inside the victim's home directly implicated another man—"Suspect C." Suspect C was Ms. Cicelsky's downstairs tenant who had a violent history—including convictions for robbery and manslaughter. That Suspect C's fingerprints were found in probative locations in Ms. Cicelsky's house was not only suppressed from the defense, courts, and juries, Defendant officers offered false testimony during Ms. Lynch's trial to cover up the existence of this exculpatory evidence.

12. An extensive re-investigation of Ms. Lynch's conviction by Ms. Lynch's post-conviction attorneys has unearthed what Ms. Lynch has always said: she was and has always been innocent of the murder of Ms. Cicelsky.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

13. Ms. Lynch asserts claims against the Town of Amherst ("Amherst"), based on and arising out of the wrongful acts and omissions of the APD and as well as APD Captain Michael J. Melton, APD Lieutenant Joseph LaCorte, and APD Detective Raymond Klimczak, seeking relief for the violation of her rights secured by 42 U.S.C. § 1983 and of her rights secured by the First, Fourth, Fifth, Sixth, Eighth, and Fourteenth Amendments to the United States Constitution, the New York state Constitution, and New York state law.

14. Ms. Lynch also asserts claims against the County of Erie based on and arising out of the wrongful acts and omissions of the ECDA, seeking relief for the violation of her rights secured by 42 U.S.C. § 1983 and of her rights secured by the First, Fourth, Fifth, Sixth, and Fourteenth Amendments to the United States Constitution, the New York state Constitution, and New York state law.

15. This miscarriage of justice was the direct result of egregious misconduct by the detectives who investigated Louise Cicelsky's murder as well as the prosecution that covered up the detectives' misconduct and persisted in the malicious prosecution.

16. The investigation into the murder of Louise Cicelsky by the APD and ECDA's Office is a textbook example of governmental misconduct. At best, these offices ignored or, at worst, knowingly concealed material objective evidence that evinced the falsity of Ms. Lynch's coerced confession in order to close the investigation into Ms. Cicelsky's death by any means.

17. Additionally, the ECDA's Conviction Integrity Unit (the "CIU"), which was involved in the reinvestigation of Ms. Lynch's conviction, knew that Ms. Lynch could not have committed the crime. Yet the ECDA and the CIU continue to deny Ms. Lynch access to the courts by refusing to acknowledge Ms. Lynch's exoneration.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

18. Ms. Lynch was stolen from her children because of the Amherst Police Department's intentional and/or negligent conduct in failing to turn over critical probative evidence that would have exonerated Ms. Lynch from the crime in 1995.

19. As a result of these wrongful acts, Ms. Lynch was wrongfully arrested for and convicted of the murder of Ms. Cicelsky and spent over twenty-five years in prison and jail and just short of two additional years on parole.

20. Ms. Lynch now seeks to hold the Defendants liable for the wrongs she grievously suffered; for the 27 years imprisoned or on parole, the physical and emotional toll such imprisonment has caused her and her family to endure, and for the emotional distress she continues to suffer to this day.

JURISDICTION

21. Jurisdiction is conferred upon this Court by 28 U.S.C. §§ 1331 and 1343(a)(3) and (a)(4), as this action seeks redress for the violation of Plaintiff's constitutional and civil rights.

22. Supplemental jurisdiction is conferred upon this Court by 28 U.S.C. § 1367(a) over any and all state law claims that are so related to the federal claims that they form part of the same case or controversy.

COMPLIANCE WITH NEW YORK GENERAL MUNICIPAL LAW

23. Plaintiff served a Notice of Claim upon the Town of Amherst on April 2, 2024, within ninety days of the events giving rise to her claims.

24. Plaintiff served a Notice of Claim against the County of Erie on April 2, 2024, within ninety days of the events giving rise to her claims.

25. On October 1, 2024, Plaintiff appeared for an examination pursuant to section 50-h of the New York General Municipal Law.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

26. More than thirty days have elapsed since Plaintiff served her Notices of Claim and neither the Town of Amherst nor the County of Erie have offered adjustment or payment thereof.

VENUE

27. Venue is proper in the United States District Court for the Western District of New York pursuant to 28 U.S.C. § 1391(b)(2), as this is the judicial district in which the events giving rise to Plaintiff's claims took place.

JURY DEMAND

28. Plaintiff demands a trial by jury in this action on each and every one of her claims for which a jury trial is legally available.

PARTIES

29. Plaintiff Renay Lynch is an African American citizen of the United States and the State of New York. At all times relevant to this Complaint, Ms. Lynch was a resident of the State of New York, City of Buffalo, and County of Erie.

30. Defendant Town of Amherst ("Amherst") is a municipal entity created and authorized under the laws of the State of New York. Amherst is authorized by law to maintain a police department and does maintain the Amherst Police Department ("APD"), which acts as its agent in the area of law enforcement and for which it is ultimately responsible. Amherst assumes the risks incidental to the maintenance of a police force and the employment of police officers including, upon information and belief, through a contractual agreement with the Amherst Police Department Club, Inc.

31. Defendant Captain Michael J. Melton was at all times relevant to this Complaint a duly appointed and active Captain of the APD, acting under color of law and in his individual

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

capacity within the scope of employment pursuant to the statutes, ordinances, regulations, policies, customs, and usage of the Town of Amherst and the State of New York. He is entitled to indemnification under New York General Municipal Law Section 50-j and by contract. He is being sued in his individual capacity.

32. Defendant Lieutenant Joseph LaCorte was at all times relevant to this Complaint a duly appointed and active Lieutenant of the APD, acting under color of law and in his individual capacity within the scope of employment pursuant to the statutes ordinances, regulations, policies, customs, and usage of the Town of Amherst and the State of New York. He is entitled to indemnification under New York General Municipal Law Section 50-j and by contract. He is being sued in his individual capacity.

33. Defendant Detective Raymond Klimczak was at all times relevant to this Complaint a duly appointed and active Detective of the APD, acting under color of law and in his individual capacity within the scope of employment pursuant to the statutes, ordinances, regulations, policies, customs, and usage of the Town of Amherst and the State of New York. He is entitled to indemnification under New York General Municipal Law Section 50-j and by contract. He is being sued in his individual capacity.

34. Defendant County of Erie (the "County") is a municipal corporation of the State of New York. The Erie County District Attorney's Office is an agency of the County for whose torts the County is responsible.

STATEMENT OF FACTS

I. Renay Lynch

35. In May of 1995, Renay Lynch was living in an apartment she rented on Lisbon Street, Buffalo New York, with her 15-year-old son and 13-year-old niece.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

36. At that time, Ms. Lynch was unemployed and battling drug addiction. She received Social Security Disability assistance for her drug addiction and public assistance for her son, while her sister provided her funds for taking care of her niece.

37. When circumstances or her battle with addiction left her short of funds, Ms. Lynch engaged in larceny, typically of luxury clothing, to support herself and her children. Ms. Lynch has never been engaged or involved in violent crime.

38. Ms. Lynch began renting the Lisbon Street apartment in December of 1994, from Louise Cicelsky. Ms. Cicelsky was 82 years old and owned several properties in the area.

39. Ms. Lynch and Ms. Cicelsky quickly became friends and spoke frequently.

40. Ms. Lynch visited and spoke with Ms. Cicelsky several times at her apartment on Longmeadow Road, Buffalo, New York, when she went to pay her rent, and on at least once occasion sat down and shared a meal with Ms. Cicelsky at her apartment. Ms. Cicelsky also visited and spoke with Ms. Lynch at her Lisbon Street apartment several times.

41. Ms. Cicelsky was aware of Ms. Lynch's struggles with substance abuse and was understanding and supportive of her.

42. For example, when Ms. Lynch was short on her rent one month, Ms. Cicelsky allowed her to pay the balance when she had obtained the funds, which Ms. Lynch did.

II. The Amherst Police Department's Investigation of Ms. Cicelsky's Murder

A. The Initial Crime Scene Investigation

43. Defendants Melton, LaCorte, Klimczak, and other APD Officers responded to Louise Cicelsky's apartment in a multifamily building she owned in Amherst, New York, shortly after noon on Friday, May 19, 1995.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

44. Ms. Cicelsky's niece had discovered the body of Ms. Cicelsky, which was lying in the archway between her kitchen and dining room in a pool of blood.

45. Ms. Cicelsky had been stabbed eight times in the neck, had bruises on her left eye and jaw, and one of her front teeth had been knocked out.

46. The cause of death was determined to be exsanguination from the stab wounds on the neck.

47. On Ms. Cicelsky's body was a gold wedding ring, a gold bracelet, and a wristwatch.

48. In the vicinity of her body were three purses and a wig with a piece of torn telephone handset cord.

49. An envelope containing $400 was found in the kitchen cupboard.

50. Ms. Cicelsky's bedroom showed no signs of disturbance, but dresser drawers were slightly pulled open.

51. Her spare bedroom also showed no signs of disturbance, but a purse on the spare bed had bloodstains on the inside flap and on a torn piece of telephone handset cord that was inside the purse.

52. A dresser in the spare bedroom had a bloodstain on it that appeared to be a fingerprint.

53. Inside the spare bedroom dresser were two envelopes containing a total of $1,143 and three credit cards.

54. APD Officers had Ms. Cicelsky's daughter do a walkthrough of the apartment to determine if anything was missing.

55. Ms. Cicelsky's daughter noted that her mother's wallet was missing but considered everything else to be in order.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

56. The daughter subsequently advised APD Officers that she believed two of Ms. Cicelsky's rings were also missing.

57. APD Officers photographed the crime scene and processed it for evidence, including fingerprints and DNA evidence.

58. The items that were tested for DNA all matched the profile of Ms. Cicelsky; however, some of the forensic evidence, including swabs of blood from the kitchen floor and from a piece of phone coil cord, did contain foreign alleles that, at the time, were insufficient to produce results.

59. According to the trial testimony of APD Officers, including Defendant Melton, only two palm prints were recovered from the common hallway leading to Ms. Cicelsky's apartment.

B. Ms. Lynch Learns of the Murder of Louise Cicelsky

60. On the afternoon of May 19, 1995, Ms. Lynch was home at her Lisbon Street apartment when her sister called and told her that there was a large police presence at the building on Longmeadow Road where Ms. Cicelsky lived and that the area had been enclosed with crime scene tape.

61. The news naturally caused Ms. Lynch to worry that something bad had happened to Ms. Cicelsky.

62. Ms. Lynch called Ms. Cicelsky's phone number to see if she was alright.

63. She was surprised when an intimidating male voice answered the phone.

64. Previously, Ms. Cicelsky's phone had always been answered by Ms. Cicelsky, herself.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

65. Ms. Lynch asked to speak to Ms. Cicelsky, and the intimidating male demanded to know who was calling. Ms. Lynch again asked to speak to Ms. Cicelsky, and the male again demanded to know who she was and why she was calling.

66. Now certain that something was wrong, Ms. Lynch told the male that she was Ms. Cicelsky's niece and that she was calling to see if Ms. Cicelsky was alright.

67. At the request of the intimidating male, Ms. Lynch provided her correct name, phone number, and address.

68. The intimidating male said someone would be by to see her and ended the call.

69. A short while later, Defendant LaCorte and another APD Detective arrived at Ms. Lynch's apartment.

70. The men identified themselves to Ms. Lynch as detectives and asked why she had called Ms. Cicelsky, among other questions.

71. The combination of what her sister had told her with the fact that detectives had answered Ms. Cicelsky's phone and had now come to ask about Ms. Cicelsky caused Ms. Lynch to believe something terrible had happened to Ms. Cicelsky, and she began to cry.

72. Ms. Lynch explained to the detectives that she was a tenant and friend of Ms. Cicelsky, not her niece, and that she had called out of concern for Ms. Cicelsky's wellbeing after learning from her sister about the police presence and crime scene tape at Ms. Cicelsky's home.

73. The detectives questioned Ms. Lynch, asking her when the last time was that she had seen Ms. Cicelsky and if she knew of anyone that Ms. Cicelsky had problems with.

74. Ms. Lynch wanted to help the police and provided the detectives with as much information as she could.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

75. When the detectives finished questioning Ms. Lynch, they revealed that Ms. Cicelsky had been killed.

76. Ms. Lynch was devastated to learn of her friend's murder.

C. Initial Reports to the Media

77. Ms. Cicelsky's murder was the first murder to occur in Amherst that year and was widely reported on by the news media.

78. APD Officers reported to the media that Ms. Cicelsky was last seen alive on the morning of May 18, 1995, and that she could have been dead for more than 24 hours when her body was found at approximately noon on May 19, 1995.

79. They reported that the apartment was "very neat," and nothing seemed to have been disturbed.

80. APD Officers additionally told the media that they were planning to contact past and present tenants to see if anyone had a dispute with the victim and determine if she had rental money in her apartment.

C. Numerous Suspect Profiles Are Developed

81. Defendants LaCorte and Klimczak, among other APD Officers, interviewed friends, neighbors, and associates of Ms. Cicelsky in an attempt to determine who was responsible for the murder.

a. Kareem Walker

82. APD records show that Kareem Walker was one of the first persons that the APD suspected in Ms. Cicelsky's murder.

83. Kareem Walker was a 19-year-old with a criminal history in Florida who drove a white Cadillac.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

84. APD records show that Mr. Walker's fingerprints were the first set of fingerprints the APD compared against fingerprints found at the crime scene.

85. The comparison produced negative results.

86. Nonetheless, APD Officers set about trying to locate Mr. Walker.

87. Defendant Klimczak, among other APD Officers, eventually learned from Ms. Lynch that she knew Mr. Walker and that Mr. Walker had driven her to Ms. Cicelsky's on one occasion.

88. Defendants Melton, LaCorte, and Klimczak, and other APD Officers, extensively researched Mr. Walker, interviewed persons likely to have knowledge about Mr. Walker's activities, visited locations purportedly associated with Mr. Walker, and conducted stakeouts of locations Mr. Walker was known to frequent, all with negative results.

b. Suspect A

89. Ms. Cicelsky's family and personal attorney advised the APD that they suspected a man, "Suspect A," with whom Ms. Cicelsky had a bitter dispute over a property that she had sold him.

90. Over the two years prior to the murder, Suspect A had fallen behind on his payments for the property and Ms. Cicelsky had initiated foreclosure proceedings against him.

91. Suspect A and Ms. Cicelsky's lawyers had recently reached an agreement that Ms. Cicelsky would stop the foreclosure proceedings if he paid a modest portion of the money he owed by April 30, 1995, but April 30, 1995, came and went without a payment from Suspect A.

92. As a result of Suspect A's non-payment, Ms. Cicelsky caused all of the locks on the property to be changed, which upset Suspect A.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

93. Ms. Cicelsky's lawyers drew up papers and arranged for Suspect A to sign over the deed to the property to Ms. Cicelsky, which would have caused Suspect A to lose $20,000 on his investment.

94. On May 18, 1995, the day APD Officers believed the murder took place, Ms. Cicelsky's lawyer called Suspect A to check on his progress in completing the papers for the deed transfer.

95. When police first tried to locate Suspect A on the day they discovered the victim's body, they could not find him.

96. They learned from the manager of his office building that Suspect A was also behind on his office rent and that both his home and work phones had been disconnected.

97. When police located Suspect A, he denied seeing Ms. Cicelsky at all within the last year, but admitted that she was constantly "bugging" him by calling.

98. Yet neighbors who lived across the street from the disputed property later told police they had seen Suspect A "watching" the victim on "numerous occasions."

99. A person who did maintenance work and chores for Ms. Cicelsky told APD Officers that he would observe Suspect A park his car down the block and watch Ms. Cicelsky when she came to his house.

100. Suspect A initially offered to provide his fingerprints and take a polygraph test, but later told the APD that he had retained a lawyer who would not allow him to provide his fingerprints or take the polygraph test.

101. APD Officers created a special file for Suspect A.

102. On May 30, 1995, APD Captain Gould met with APD homicide detectives and went over "all points referring to our suspect, [Suspect A]."

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

103. On August 1, 1995, the Buffalo News reported that the APD had a suspect for Ms. Cicelsky's murder who knew Ms. Cicelsky from a real estate business dealing.

104. In the article, Captain Gould complained that this suspect would no longer talk to the APD on the advice of his attorney and stated that the person would not have anything to worry about if they were innocent.

c. Suspect B

105. APD Officers learned that Ms. Cicelsky also had a dispute with her nephew, "Suspect B," who owed her $13,000.

106. Ms. Cicelsky and Suspect B had been engaged in "extensive" litigation over the money he owed her.

107. According to Ms. Cicelsky's housekeeper, Ms. Cicelsky hated Suspect B because she had lent him $10,000 and Suspect B would not pay her back.

108. Ms. Cicelsky's housekeeper said Ms. Cicelsky called Suspect B frequently about the unpaid loan and called him names.

109. APD Officers Gould and Wright interviewed Suspect B on May 20, 1995, and he told them that Ms. Cicelsky had been calling him daily and complaining about the money he owed her.

110. Suspect B said that Ms. Cicelsky had called and left a voicemail message for him on May 18, 1995—the day APD Officers suspected the murder occurred.

111. Suspect B provided a detailed alibi for May 18th and 19th, 1995, and told the APD Officers that he would provide his fingerprints and take a polygraph test.

112. APD Officers subsequently took Suspect B's fingerprints and palm prints and compared them to those found at the crime scene with negative results.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

15.9.a

d. Suspect C

113. Suspect C was the basement tenant in Ms. Cicelsky's building.

114. An upstairs tenant in the building identified Suspect C to APD Officers as a potential suspect, having been arrested weeks before.

115. APD Officers became interested in Suspect C after they ran a background check on him and discovered that he had a criminal history that included manslaughter, robbery, and drug possession.

116. Several individuals told APD Officers that they thought Suspect C was "suspicious."

117. Defendant LaCorte, among other APD Officers, interviewed Suspect C multiple times, at length, about his background, his associates, his relationship with Ms. Cicelsky, and his activities around the time of the murder.

118. During one of the APD interviews of Suspect C, APD Officers had Suspect C sign a document and noted that Suspect C was left-handed.

119. On May 19, 1995, Suspect C told Defendant LaCorte and other APD Officers that he last saw Ms. Cicelsky at 7:15 a.m. on Tuesday, May 16, 1995.

120. On May 22, 1995, in a follow up police interview just three days later, Suspect C told APD Officers that the last time he saw Ms. Cicelsky was on Thursday, May 18, 1995, between 4 and 6 p.m.

121. On May 25, 1995, Suspect C told police he was "not sure whether he saw her on Tuesday or Thursday, the 17th."[1]

[1] May 16, 1995 was a Tuesday; May 17, 1995 was a Wednesday; and May 18, 1995 was a Thursday.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

122. According to police reports, Suspect C knew that tenants paid cash rent, that there might be cash in Ms. Cicelsky's apartment, and that Ms. Cicelsky always left the back door unlocked.

123. While Suspect C told police that he had a good relationship with Ms. Cicelsky, other tenants described a rocky relationship, stating that Ms. Cicelsky had problems with Suspect C over late rent and parking.

124. APD Officers also learned that Ms. Cicelsky had recently asked Suspect C to pay additional rent because his girlfriend had moved in with him and international calls had been made from his unit on a shared line.

125. Approximately three weeks before the murder, Suspect C had been arrested for domestic violence after punching his girlfriend in the face.

126. Other than the upstairs tenant, Suspect C was the last person who claimed to have seen Ms. Cicelsky alive.

127. Suspect C gave contradictory information about his contact with Ms. Cicelsky; but he did tell police that he saw and apparently spoke with her on Thursday, May 18, 1995, between 4 and 6 p.m., when he allegedly saw her pacing outside her home waiting for someone.

128. The officers noted that this statement was contradicted by a prior statement Suspect C had made.

129. Suspect C's statement was also contradicted by other witnesses, who did not see Ms. Cicelsky on Thursday evening.

130. Suspect C also provided APD Officers with a set of his finger and palm prints.

e. Renay Lynch

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

131. Renay Lynch became a suspect in Ms. Cicelsky's murder investigation as a result of her calling Ms. Cicelsky's apartment shortly after the murder had been discovered and claiming to be Ms. Cicelsky's niece.

132. Defendants Melton, LaCorte, and Klimczak, and other APD Officers verified Ms. Lynch's explanation that she had called Ms. Cicelsky after learning from her sister about crime scene tape and a large police presence at Ms. Cicelsky's home.

133. Defendants Melton, LaCorte, and Klimczak, and other APD Officers subsequently returned to Ms. Lynch's home to re-question her after reviewing her arrest records, which revealed a criminal history with several larcenies, all non-violent.

134. Ms. Lynch truthfully answered the APD Officers' questions about her arrest records and again explained why she had called Ms. Cicelsky's apartment and said she was her niece.

135. APD Officers requested that Ms. Lynch provide them with her fingerprints and submit to a polygraph test.

136. On May 24, 1995, Ms. Lynch allowed APD Officers to take her fingerprints.

137. Ms. Lynch's fingerprints were subsequently compared against fingerprints recovered from the crime scene with negative results.

138. Defendant LaCorte informed Ms. Lynch that she was not a suspect in the murder but that he felt like someone in her circle of friends could be involved.

139. Defendants Melton, LaCorte, and Klimczak, and other APD Officers frequently pursued and questioned Ms. Lynch in the hope that she would provide them with useful information regarding potential suspects and Kareem Walker.

D. The Cicelsky Murder Investigation Stalls

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

140. In addition to the aforementioned suspects, APD Officers investigated numerous other persons they suspected could be involved with Ms. Cicelsky's murder.

141. The investigation into Ms. Cicelsky's murder continued into 1996.

142. Defendants Melton, LaCorte, and Klimczak, and other APD Officers continued investigating Suspect A and attempting to locate Kareem Walker.

143. APD Officers also continued their attempts to develop other leads.

144. For example, APD Officers including Defendant LaCorte looked into the criminal histories of people that had worked for Ms. Cicelsky in the past and, if they found someone with a criminal history, would question that person and request that they provide fingerprints and submit to a polygraph test.

145. On April 3, 4, and 8 of 1996, Defendant Klimczak, among other APD Officers, made multiple unsuccessful attempts to locate Kareem Walker.

146. After those unsuccessful attempts, APD records do not report any investigation activity in the Cicelsky murder investigation for approximately 6 months.

147. Six months later, on October 4, 1996, a friend of the Cicelsky family contacted APD Officers and requested an update on the Cicelsky murder investigation.

148. Although there had been no documented investigation activity for approximately 6 months, APD Officers responded that the case was being "actively investigated and that all avenues of information are being followed upon."

149. The Cicelsky family friend asked APD Officers about a rumor that they knew who committed the murder, but could not make an arrest due to "legal technicalities."

150. Upon information and belief, the subject of the rumor was Suspect A.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

151. Upon information and belief, the "legal technicalities" were that Suspect A's lawyer would not allow him to be interviewed.

152. APD Officers responded that they could not comment on an active investigation.

153. The Cicelsky family friend advised APD Officers that the friend would keep in touch with APD because the friend "hadn't heard anything since the time of the investigation."

E. APD Officers Unreasonably Focus Their Investigation on Kareem Walker

154. After receiving the October 5, 1996, call from the Cicelsky family friend, Defendants Melton, LaCorte, and Klimczak, and other APD Officers took the path of least resistance and continued their attempts to locate Kareem Walker.

155. The APD Investigation records do not report that they continued to investigate Suspect A, Suspect B, or Suspect C.

156. Upon information and belief, APD Officers attempted to locate and contact Ms. Lynch to determine if she had obtained any information in the last six months that would help them locate Mr. Walker.

157. On or about October 15, 1996, APD Officers learned that Ms. Lynch had been arrested and was facing the prospect of jail time for larceny charges.

158. Upon information and belief, Defendants Melton, LaCorte, and Klimczak, and other APD Officers decided to use the prospect of jail time to coerce Ms. Lynch into obtaining information they could use to arrest Mr. Walker.

159. On October 22, 1996, Defendants LaCorte and Klimczak approached Ms. Lynch at the Erie County Courthouse prior to her being sentenced and told her it would be "smart" for her to help them with their homicide investigation.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

160. Defendants LaCorte and Klimczak told Ms. Lynch that they knew Kareem Walker had murdered Ms. Cicelsky.

161. Defendants LaCorte and Klimczak told Ms. Lynch that if she helped them obtain information connecting Mr. Walker to Ms. Cicelsky's murder, they could help her avoid jail time for her larceny charges.

162. Although Ms. Lynch did not have any information that Kareem Walker was involved in the Cicelsky murder, she agreed to help Defendants LaCorte and Klimczak to avoid jail time for her recent larceny conviction.

163. Defendants Melton, LaCorte, and Klimczak arranged for Ms. Lynch to wear a wire and be transported to places Mr. Walker's associates were known to frequent.

164. Defendants Melton, LaCorte, and Klimczak instructed Ms. Lynch that she should obtain a recorded statement that would implicate Mr. Walker in the murder of Ms. Cicelsky.

165. Before sending Ms. Lynch out with the wire, Defendants Melton, LaCorte, and Klimczak briefed Ms. Lynch on the kind of information they were looking for, which included information on the whereabouts of Kareem Walker.

166. On October 29, 2016, APD Officers outfitted Ms. Lynch with a wire and began taking her to the locations that they knew were frequented by Mr. Walker.

167. Over the next several days, Defendants Melton, LaCorte, and Klimczak, and other APD Officers continued to direct Ms. Lynch to talk to associates of Mr. Walker while wearing a wire.

168. Ms. Lynch did not obtain any information connecting Kareem Walker to the murder of Ms. Cicelsky.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

169. Ms. Lynch did obtain information that Mr. Walker had returned to Florida and was possibly in jail there.

170. Defendants Melton, LaCorte, and Klimczak, and other APD Officers confirmed that Mr. Walker was in Florida.

171. Although they had not obtained any evidence that would reasonably cause them to believe that Mr. Walker had murdered Louise Cicelsky, upon information and belief, Defendants Melton, LaCorte, and Klimczak, and other APD Officers decided to charge Kareem Walker for that crime.

172. On November 6, 1996, Defendants Melton, LaCorte, and Klimczak, and other APD Officers attempted to coerce Ms. Lynch into providing them with a statement implicating Mr. Walker with Ms. Cicelsky's murder.

173. Defendants LaCorte and Klimczak insisted to Ms. Lynch that they knew Mr. Walker was responsible for Ms. Cicelsky's murder and threatened to cause Ms. Lynch to be returned to jail if she did not cooperate with them by providing them with a statement implicating Mr. Walker in Ms. Cicelsky's murder.

174. As a result of Defendant LaCorte's and Defendant Klimczak's coercion, Ms. Lynch agreed to provide false information implicating Mr. Walker in Ms. Cicelsky's murder.

175. Defendants Melton, LaCorte, and Klimczak, and other APD Officers prepared a statement which falsely claimed that, about one month after she returned from Atlanta in October 1995, Ms. Lynch ran into Mr. Walker who told her that he was in trouble and had to leave town because he had killed Ms. Cicelsky.

176. As a result of Defendants Melton's, LaCorte's, and Klimczak's coercion, Ms. Lynch signed the false statement.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

177. Defendants Melton, LaCorte, and Klimczak, and other APD Officers then devised a ruse to lure Mr. Walker back to New York so that they could arrest him for the murder of Ms. Cicelsky.

178. Defendants Melton, LaCorte, and Klimczak demanded that Ms. Lynch make telephone calls to provide Mr. Walker with the false information that he had infected Ms. Lynch with HIV and requesting that he return to Buffalo so that Ms. Lynch could obtain benefits for people afflicted by the HIV virus.

179. As a result of Defendants Melton's, LaCorte's, and Klimczak's coercion, Ms. Lynch complied with the APD Officers' request and made telephone calls to provide Mr. Walker with the false information about having HIV and requesting that Mr. Walker return to Buffalo.

180. The APD Officer's ruse did not cause Mr. Walker to return to Buffalo.

181. Defendants Melton, LaCorte, and Klimczak, and other APD Officers subsequently learned that Mr. Walker was being held in custody in Florida while he awaited trial on charges that included kidnapping and burglary.

182. Defendants Melton, LaCorte, and Klimczak, and other APD Officers additionally learned that Mr. Walker was in custody in Florida around the time of Ms. Cicelsky's murder and could not have been involved in the murder.

183. At or about this time, Defendants Melton, LaCorte, and Klimczak, and other APD Officers learned that Ms. Lynch had been involved in the robbery of an expensive fur coat.

184. On November 25, 1996, at approximately 1:00 p.m., Defendants LaCorte and Klimczak arrested Ms. Lynch for the robbery and brought her to the APD.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

185. Defendant LaCorte was enraged with Ms. Lynch because she "ma[de] [him] look bad" by stealing the coat while she was out on appeal bond because of his efforts so, he testified at trial, he acted "nasty" towards her

186. While in custody, Ms. Lynch was visibly suffering severe withdrawal symptoms from previously using drugs and was in great physical distress.

187. Defendants LaCorte and Klimczak understood Ms. Lynch was an addict struggling with intense withdrawal and desperate to leave the police precinct to obtain more drugs.

188. Defendant LaCorte threatened Ms. Lynch with seven years of prison time for the theft of the fur coat but said that she would not be arrested if she helped them retrieve the coat.

189. Desperate to alleviate her withdrawal symptoms and to stay out of jail, Ms. Lynch agreed to help retrieve the stolen coat.

190. The stolen coat was subsequently recovered with Ms. Lynch's help.

191. Despite his earlier promise that he would keep her out of jail if she recovered the coat, Defendant LaCorte told Ms. Lynch he was charging her for the stolen coat and that she would be in prison for several years.

192. Ms. Lynch had been in police custody for approximately 6 hours at this point and her sickness from withdrawal had significantly worsened.

193. Now Defendants Melton, LaCorte, and Klimczak told Ms. Lynch that she would be booked for the theft of the coat unless she gave them information about Ms. Cicelsky's murder.

194. Defendant LaCorte falsely told Ms. Lynch that they knew Walker committed this crime but that her November 6 statement—in which she placed Walker but not herself at the scene of the crime—would not be enough to arrest him as they "needed [her] to be there at the murder."

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

195. Defendants Melton, LaCorte, and Klimczak knew that Mr. Walker could not have committed the murder because he was in jail in Florida at the time.

196. Defendants LaCorte and Klimczak then showed Ms. Lynch gruesome crime scene photographs of her friend's murder and fed Ms. Lynch false information about how Mr. Walker had murdered Ms. Cicelsky.

197. Defendants LaCorte and Klimczak threatened, pressured, intimidated, and frightened Ms. Lynch into complying with their demands.

198. Defendant LaCorte was angry and aggressive, banging on the table and yelling at Ms. Lynch causing her to fear for her safety.

199. Defendants LaCorte and Klimczak threatened they would have Ms. Lynch charged with perjury and she would face another ten-to-fourteen-years in jail.

200. Defendants LaCorte's and Klimczak's pressure tactics overbore Ms. Lynch's will.

201. As a result of the Defendants coercion, Ms. Lynch agreed to sign a "confession".

202. Defendants LaCorte and Klimczak prepared a statement that falsely claimed Ms. Lynch and Mr. Walker were attempting to rob Ms. Cicelsky when Mr. Walker murdered Ms. Cicelsky.

203. In preparing the statement, Defendants LaCorte and Klimczak included details that had not been revealed to the public, such as the victim's wig having fallen off.

204. Defendant Klimczak typed up the false "confession" that purportedly reflected what Ms. Lynch had said.

205. The false confession drafted by Defendants claimed that, on the day of the planned robbery, Mr. Walker entered Ms. Cicelsky's home through the back door while Ms. Lynch entered from the front, and that Mr. Walker hit the victim twice, causing her to fall to the floor and her wig

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

to fall off. The false confession claimed that while the victim was on the ground, Mr. Walker went into her bedroom and returned with money in his hand. According to the false confession, Ms. Lynch then ran out of the apartment through the front door and waited in Mr. Walker's car.

206. No contemporaneous notes were made of Ms. Lynch's purported statements on either November 6 or November 25, nor were her interviews or interrogations audio or video recorded, though the APD had the means and opportunity to do so.

207. Because of the coercion she had suffered and continued to suffer from Defendants, on November 25, Ms. Lynch signed the false confession statement Defendants LaCorte and Klimczak had prepared.

208. Based on the false confession statement they had prepared and coerced Ms. Lynch to sign, Defendants Melton, LaCorte, and Klimczak falsely charged Ms. Lynch with the murder of Louis Cicelsky.

209. Kareem Walker was never charged with any crime relating to Ms. Cicelsky.

III. Grand Jury Proceedings

210. A grand jury was convened on or about June 9, 1997, to hear the case that Ms. Lynch had murdered Ms. Cicelsky.

211. At the grand jury, Defendant LaCorte testified that Ms. Lynch had given him a written statement confessing that she and Kareem Walker had robbed Ms. Cicelsky and that Kareem Walker had murdered Ms. Cicelsky during the robbery.

212. Defendant LaCorte did not tell the grand jury that he knew the "confession" could not be true because Kareem Walker was in jail in Florida at the time of Ms. Cicelsky's murder.

213. Defendant LaCorte also did not tell the jury that the information in the typed "confession" had come from himself and Defendant Klimczak.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

214. While Defendant LaCorte testified to the grand jury that the typed "confession" contained facts that were unique to the crime scene and not publicly available, he did not tell the grand jury that he and Defendant Klimczak, and not Ms. Lynch, had caused those facts to be included in the confession statement.

215. Defendant LaCorte also did not tell the grand jury that Ms. Lynch had only signed the false typed "confession" after hours of intimidation, false promises, and other police coercion.

216. In fact, Defendant LaCorte told the grand jury that the information in the typed "confession" came from Ms. Lynch and that she provided it voluntarily.

217. As a result of Defendant LaCorte's failure to provide the grand jury with the aforementioned information, the grand jury indicted Ms. Lynch with Ms. Cicelsky's murder.

IV. Ms. Lynch is Wrongfully Convicted for the Murder of Ms. Cicelsky

218. The prosecution's theory at trial was that Ms. Lynch and Kareem Walker conspired to kill Ms. Cicelsky, and that Ms. Lynch went to Ms. Cicelsky's apartment with Mr. Walker to rob and kill her.

219. Mr. Walker's involvement in the crime was thus necessary to the prosecution's felony murder theory against Ms. Lynch.

220. Because no physical evidence or eyewitness testimony connected Ms. Lynch or Kareem Walker to the crime, the ECDA relied on Ms. Lynch's false confession as well as the testimony of an incentivized informant Raquel Hunter to establish her guilt.

221. Because the prosecution knew well before Ms. Lynch's trial that Mr. Walker was out of state at the time of the crime, he was never arrested or charged with this crime.

222. Despite their knowledge to the contrary, the prosecution nevertheless presented to every court and jury in the case the false narrative that Ms. Lynch and Mr. Walker conspired to

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

kill Ms. Cicelsky, and did so during a robbery they executed together, during which time Mr. Walker killed Ms. Cicelsky.

223. At trial, Defendant Captain Melton testified that there only two latent prints from the crime scene were suitable for comparison.

224. He also testified at Ms. Lynch's trial that there were no "usable" prints obtained from inside the victim's home.

225. As is provided for, *infra*, Defendant Melton's testimony was provably false.

226. Ms. Lynch testified on her own behalf. She repeatedly disavowed her November 6 and November 25 statements.

227. Ms. Lynch maintained her innocence and denied any knowledge of or participation in the robbery or murder of Louise Cicelsky.

228. Finally, Ms. Lynch asserted that her confession was false and coerced.

229. The testimony of incentivized jailhouse informant Raquel Hunter, who alleged Ms. Lynch confessed to her in June 1997 while they were both incarcerated, was also suspect, as described *infra*.

230. The ECDA trial prosecutor stated in his closing arguments that "no" fingerprints were found anywhere in the apartment and that "all the blood" was the victim's blood. As described, *infra*, these statements were knowingly false.

231. On February 18, 1998, Ms. Lynch was convicted of second-degree murder and robbery in connection with the 1995 homicide of Louise Cicelsky.

232. On April 9, 1998, Ms. Lynch was sentenced to twenty-five years to life.

233. Ms. Lynch was immediately incarcerated as of November 25, 1996, and remained so until her release on parole on January 27, 2022.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

V. Ms. Lynch Continues to Assert her Innocence While ECDA Continues to Suppress Evidence

234. Ms. Lynch consistently proclaimed her innocence before and after Defendants LaCorte and Klimczak coerced her false inculpatory statements.

235. For years, Plaintiff litigated and appealed her conviction to no avail.

236. In Ms. Lynch's appeals she argued, among other things, that her *Miranda* rights were violated when the Defendant Detectives coerced statements made about the murder while she was in custody on an unrelated charge of grand larceny.

237. After her conviction, ECDA continued to defend Ms. Lynch's conviction.

238. Until 2009, ECDA opposed all of Ms. Lynch's attempts to vacate her conviction and continued to suppress from and misrepresent to courts and Ms. Lynch the existence of critical, exculpatory evidence.

239. By 2009, all of Ms. Lynch's appeals, including one to the U.S. Supreme Court, failed.

A. Defendant LaCorte Publicly Admits that He and APD Knew that Kareem Walker Was Out of State at the Time of the Crime

240. Ms. Lynch's path to vindication finally opened when a critical admission was made by a member of the APD, Defendant LaCorte.

241. A 2010 episode of a television show called *Women Behind Bars* featured Ms. Lynch's case. On the show, Defendant LaCorte admitted that the reason Kareem Walker was never charged was because "my partner looked into it and Kareem [Walker] was in Florida at the time of our crime."

242. This was the first public admission that Kareem Walker could not have committed the murder and that investigating officers knew this prior to Ms. Lynch's trial.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

243. This admission finally explained why Mr. Walker had never been arrested, charged, or prosecuted for the crime.

244. Defendants Melton, LaCorte, and Klimczak as well as, upon information and belief, prosecutors from the ECDA, suppressed from Ms. Lynch that they had ruled Walker out as a suspect well before Ms. Lynch's trial, rendering Ms. Lynch's coerced confession—and the prosecution's theory of the case at trial—impossible.

245. Defendant LaCorte's televised admission caused post-conviction counsel for Ms. Lynch to begin reinvestigating her case.

B. Incentivized Informant Raquel Hunter Recants Her Testimony

246. The only evidence the prosecution offered at trial implicating Ms. Lynch other than her false confession was the testimony of an incentivized jailhouse informant named Raquel Hunter.

247. Ms. Hunter testified at Ms. Lynch's trial that Ms. Lynch confessed to her in June 1997 while they were both incarcerated.

248. Neither Ms. Hunter's testimony, nor her prior statements to police, contained any information about the crime that the police and prosecutors did not already know or believe to be true.

249. All the information that Ms. Hunter claimed Ms. Lynch told her—including the victim's age and address, that she was stabbed, and that she had been robbed, was publicly reported in the news.

250. At the time Ms. Hunter began cooperating with law enforcement, she had three pending A misdemeanor criminal charges in an unrelated case, which were reduced by the State to B misdemeanors in exchange for her testimony against Ms. Lynch.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

251. At trial, Ms. Hunter even admitted she was informing on Ms. Lynch "to help myself."

252. Ms. Hunter's credibility was further undermined by evidence that she was a serial cooperator and received a deal in exchange for testifying against another individual on trial for murder that same week. Neither the deal nor the history of cooperation was disclosed to Ms. Lynch.

253. During the post-conviction reinvestigation of Ms. Lynch's case, Ms. Hunter recanted her entire testimony.

254. On January 25, 2017, Ms. Lynch's post-conviction counsel met with Ms. Hunter. Ms. Hunter told Ms. Lynch's attorney that, in an effort to be released early from prison, she lied to detectives about Ms. Lynch confessing to her and admitted that she fabricated the story using facts from newspaper stories about the crime. Ms. Lynch then signed an affirmation setting forth these facts.

C. Post-Conviction DNA Testing Excludes Renay Lynch and Kareem Walker from Crime Scene Evidence

255. The APD had collected a significant amount of DNA evidence, some but not all of which was forensically tested in 1997.

256. No physical evidence ever linked Ms. Lynch or Kareem Walker to the crime.

257. At the time of the initial investigation, DNA testing was done on samples of some of the blood evidence collected at the scene and that blood matched the victim, Ms. Cicelsky.

258. Approximately 45 items of forensic evidence were collected from the crime scene and sent to the Department of Central Police Services Forensic Laboratory for testing. Of those almost 45 items, 13 were tested for DNA.

259. Fingernail clippings and scrapings obtained from the victim were never tested, nor was all of the blood spatter at the scene tested.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

260. Of the items that were tested, all matched the DNA profile of Ms. Cicelsky.

261. Three pieces of evidence—namely swabs of blood taken from the kitchen floor and a piece of phone coil cord—contained foreign alleles that, at the time, contained a quantity too small to test at the time.

262. On July 3, 2017, Ms. Lynch filed a motion pursuant to New York's CPL § 440.10(1)(g-1) seeking an order authorizing the testing of a number of items found at the crime scene including, but not limited to, swabs of blood from the scene and hairs from the carpet where Ms. Cicelsky was found.

263. At the argument on the motion, Ms. Lynch's post-conviction counsel also sought further testing of latent fingerprints from the crime scene.

264. In support of these requests, Ms. Lynch argued that there was a "reasonable probability" of a more favorable result, given flaws in the APD's investigation, the impossibility of the prosecution's theory, as evidenced by Defendant LaCorte's public admission that Walker was out-of-state at the time, and Ms. Hunter's recantation.

265. ECDA opposed Ms. Lynch's motions, continuing to argue Ms. Lynch's guilt while admitting, finally, that Walker was not involved in the crime and could not have been involved due to his absence from New York State.

266. While finally admitting this fact, ECDA continued to suppress all of the aforementioned exculpatory evidence from Ms. Lynch and post-conviction courts.

267. On May 7, 2018, the Honorable M. William Boller, Acting Justice of the Supreme Court, granted Ms. Lynch's motion and ordered the requested testing.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

268. Because male DNA was recovered from crime scene evidence, the Erie County District Attorney's Office sent an investigator to Florida to obtain a DNA sample from Kareem Walker for comparison purposes.

269. The evidence was transported by the office of John J. Flynn, District Attorney of Erie County to the Erie County Central Police Services Laboratory for testing.

270. On June 4, 2021, the Erie County Central Police Services Forensic Laboratory concluded that DNA re-testing confirmed that—other than Ms. Cicelsky's DNA—the only other DNA found at the scene was male DNA and that Kareem Walker was excluded as "a possible contributor" to the sources of that DNA.

271. The testing confirmed Ms. Cicelsky's DNA on the telephone cord and purses found at the scene. The only remaining DNA found was male.

272. Kareem Walker was excluded from all the male DNA profiles that were recovered from the crime scene evidence.

273. All of the female DNA recovered from the crime scene was identified as belonging to Ms. Cicelsky, thus excluding Ms. Lynch as a contributor

D. Post-Conviction Litigation and Reinvestigation by Ms. Lynch's Legal Team Uncovers Suppressed, Exculpatory Evidence

274. During these post-conviction proceedings, Ms. Lynch's legal team obtained evidence for the very first time that made clear that the APD knowingly withheld exculpatory information that would have cleared Ms. Lynch of any involvement in the Cicelsky murder.

275. In 2020, the Conviction Integrity Unit ("CIU") of the Erie County District Attorney's Office joined in Ms. Lynch's post-conviction counsel's reinvestigation.

276. Attorneys from the CIU provided to Ms. Lynch and Matt Marvin, an independent certified latent print examiner, 14 digital images of fingerprints taken from the crime scene. Neither

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

the existence of, nor the images of, these fingerprints had ever been previously disclosed to Ms. Lynch.

277. Mr. Marvin completed a review of these prints and concluded that seven prints were suitable for comparison and would have been suitable for comparison during the 1995 investigation.

278. Mr. Marvin concluded that latent prints found directly inside of Ms. Cicelsky's kitchen and the hallway to the bedroom where blood was found matched the downstairs neighbor: Suspect C. None matched Ms. Lynch or Kareem Walker.

279. On November 8, 2020, Mr. Marvin traveled to Tonawanda, New York to conduct a search of the prints that were determined to be of value.

280. While in Tonawanda, New York, on November 10, 2020, Mr. Marvin was given a CD produced for the first time 25 years after Ms. Lynch's prosecution.

281. No information was provided about the source of the CD, where it had been kept for the past 25 years, why it was being provided at that time, or why it had never been provided before.

282. The CD contained images of an additional ten latent prints collected from the crime scene.

283. These fingerprints had been suppressed from Ms. Lynch for more than 25 years, were suitable for testing, and would have been suitable for testing at the time of Ms. Lynch's arrest. Mr. Marvin reviewed all of the produced prints, including the seven prints that had been submitted for database comparison in 1995, and found that two of the latent prints were found on a door jamb in the kitchen and both prints were confirmed to be prints of Suspect C.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

284. Additionally, based on the descriptions of the latent prints and crime scene photographs, the evidence indicates that Suspect C's prints were also found on the door jamb leading to the hallway to a guest bedroom where the bloody drawer and purse with a bloody flap were found.

285. This was the room in which a drawer was found "slightly ajar".

286. As a result, Ms. Lynch's legal team learned that fingerprint evidence excluded Ms. Lynch and Kareem Walker from being the source of prints within Ms. Cicelsky's apartment, but implicated Suspect C.

E. The Newly Discovered Evidence Proves Defendant Melton Knowingly Testified Falsely at Ms. Lynch's Trial

287. In addition to implicating Suspect C in Ms. Cicelsky's murder, this newly discovered evidence revealed that Defendant Melton knowingly testified falsely at Ms. Lynch's trial about the critical issue of the number of usable fingerprints obtained from the crime scene.

288. Specifically, Defendant Captain Melton falsely testified that there only two latent prints from the crime scene were suitable for comparison.

289. Defendant Melton also falsely testified at Ms. Lynch's trial that there were no "usable" prints obtained from inside the victim's home.

290. This testimony was false, and knowingly so.

291. This false testimony was made possible by the suppression of records that showed that more than two usable prints were obtained from the crime scene, specifically including inside the victim's apartment.

292. In fact, in August 1995, APD Officers submitted five prints—not two—to be compared against fingerprints maintained in a state database, in an effort to identify a suspect or suspects.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

293. These prints were in fact compared.

294. Additional documentation suppressed from Ms. Lynch until after 2017 shows that at least nine fingerprints from inside the crime scene were also found, and that some if not all of these prints were "usable", i.e., comparable to known fingerprints.

295. In fact, records establish that Defendants compared Suspect C's prints on June 1, 1995, Ms. Lynch's prints on June 16, 1995, and Kareem Walker's prints on May 20, 1995.

296. It was APD's long-standing policy and practice since at least 1990 to issue reports for every latent print analysis done.

297. It was APD's long-standing policy and practice to require an officer requesting a print to submit a request for a latent print analysis.

298. And it was APD's long-standing policy and practice to create a written report regarding the findings of any latent print analysis, including whether there was or was not a match.

299. In one APD report issued in connection with the Cicelsky murder investigation, the APD provides a list of "all persons checked against latents from the scene."

300. APD Officers including Defendant Melton should have therefore issued latent print reports comparing the found prints against at least 23 suspects.

301. Nevertheless, only one latent print analysis report was ever issued and/or produced.

302. ECDA suppressed from the defense the existence of these additional latent prints at the crime scene, that they had been compared to a number of suspects, and that Walker and Ms. Lynch were excluded.

303. Upon information and belief, Detective Melton knew that many prints were suitable for comparison and that some even matched Suspect C's prints but knowingly lied under oath about these facts at trial.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

304. This false testimony was made possible by the suppression of critical, exculpatory evidence. This false testimony also foreclosed avenues of cross-examination that might have revealed to the jury Suspect C's involvement or the corruption of the police investigation.

305. Instead, the ECDA trial prosecutor presented a false narrative consistent with the ECDA's false theory of the case—that Mr. Walker had killed Ms. Cicelsky in Ms. Lynch's presence.

306. The ECDA trial prosecutor also falsely represented to the jury and the trial court that there were "no fingerprints anywhere inside [the] apartment."

307. Moreover, as part of the re-investigation, on June 10, 2021, after Mr. Marvin, the independent fingerprint analyst, examined the fingerprint evidence and issued his report, the prosecution and defense jointly interviewed retired APD investigator Stephen Kasper who was one of the original fingerprint examiners in this case.

308. At the time of Ms. Lynch's arrest, Mr. Kasper was an APD Detective and Latent Print Examiner. By then, he had been with the APD for 21 years.

309. During the interview, Mr. Kasper stated that three prints from inside the victim's apartment were in fact suitable for comparison in 1995, not including the two palm prints found in the common hallway

310. Mr. Marvin confirmed that these prints matched the prints of Suspect C.

311. However, no fingerprints were provided to Ms. Lynch pre-trial, nor were any offered into evidence at her trial.

312. In fact, Defendant Melton testified at Ms. Lynch's trial that there were no fingerprints from the interior of the victim's apartment suitable for comparison.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

313. Mr. Kasper has since confirmed that one of the prints was located in the kitchen leading to the bedroom and that it had clearly been analyzed by someone other than him in the APD.

314. In fact, red markings on the photographs of the prints reveal that, upon information and belief, Defendant Melton analyzed at least one print that placed Suspect C inside Ms. Cicelsky's kitchen near where Ms. Cicelsky's body was found.

315. Upon information and belief, the only person other than Mr. Kasper who would have the requisite training and experience to analyze latent prints for APD at the time was Defendant Melton.

316. Mr. Kasper only did one analysis in the case and that was a comparison to a latent palm print that matched Suspect C that was in the common hallway outside of Ms. Cicelsky's apartment.

317. These newly discovered records make clear that APD Officers including, but not limited to, Defendant Melton knew, prior to Ms. Lynch's trial, that latent prints from the crime scene, including within Ms. Cicelsky's apartment, were suitable for comparison.

318. None of the prints in the apartment or back common hallway were Ms. Lynch's or Kareem Walker's.

319. None of the prints revealed during the post-conviction period and described *supra* had been disclosed to Ms. Lynch prior to trial, despite their availability and exculpatory nature.

320. The suppression permitted Defendants LaCorte and Melton to provide false trial testimony. It was also exacerbated by this false trial testimony.

321. The APD knowingly hid exculpatory evidence from Ms. Lynch at her trial, and for many years thereafter, that would have established Ms. Lynch's innocence and implicated Suspect

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

C in the murder. The APD also misled factfinders about this in order to ensure Ms. Lynch's wrongful conviction.

F. ECDA Failed to Disclose Exculpatory Material

322. Consistent with the ECDA's unlawful practice, the ECDA suppressed evidence that was both material and favorable to Ms. Lynch.

323. The prosecution's professed theory of the case was that Ms. Lynch and Kareem Walker went to the home of Louise Cicelsky with the intention of robbing her and that, during the commission of this robbery, Mr. Walker killed Ms. Cicelsky.

324. Consistent with the ECDA's unlawful practice, the ECDA trial prosecutor argued in both his opening and closing arguments that Walker stabbed Ms. Cicelsky.

325. When the ECDA trial prosecutor made these arguments, he knew they were false given that Defendants LaCorte and Klimczak had established prior to Ms. Lynch's trial that Mr. Walker was, in fact, in Florida at the time of the crime.

326. Moreover, on May 20, 1995, the Defendant Detectives compared Walker's fingerprints to the latent prints collected from the crime scene, which were negative.

327. Consistent with the ECDA's unlawful practice, the ECDA trial prosecutor also elicited false testimony from prosecution witnesses.

328. For example, the ECDA trial prosecutor asked Defendant LaCorte why Kareem Walker was not arrested and Defendant LaCorte falsely testified that they "did not have enough evidence to arrest Kareem [Walker]" because he could not "arrest someone solely on the testimony of an accomplice."

329. Defendant LaCorte's testimony was knowingly false.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

330. At the time he testified, Defendant LaCorte knew that Walker was in Florida at the time of the murder and could not have been involved in the crime.

331. Consistent with the ECDA's unlawful practice, the ECDA trial prosecutor did not correct Defendant LaCorte's false testimony.

332. The ECDA trial prosecutor also falsely stated in his closing argument that the only blood found in the apartment was "the victim's blood." This was knowingly false as the ECDA trial attorney knew that foreign alleles were reported in the DNA report.

333. Additionally, at a 2018 hearing concerning post-DNA testing, a different ECDA assistant district attorney revealed that, prior to trial, detectives had conducted an investigation in Florida in 1997 that "ruled out" Kareem Walker as a suspect in the robbery and murder.

334. At that hearing, the assistant district attorney inexplicably asserted that Ms. Lynch's motion for post-conviction DNA testing should have been denied because police knew Walker was not involved in the crime.

335. She represented to the court that Detective Klimczak interviewed Kareem Walker in Florida and based on that interview, "they ruled him out as a suspect in 1997."

336. Up until this point, the ECDA had suppressed the fact of this investigation, its conclusion, and any documents or evidence generated in the course of this investigation from Ms. Lynch for more than twenty years.

G. The Post-Conviction Reinvestigation Also Reveals the Destruction of Additional Exculpatory Material

337. Through the reinvestigation process, it became clear that critical evidence has been, and remains, missing.

338. For example, though parts of the APD investigation were documented in detail, at least fifty-four pages of entries were and remain unlawfully withheld or destroyed.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

339. Many APD officers did not type their own police log entries. As a result, and upon information and belief, many of the entries were made well after the actual police activity.

340. Also unlawfully withheld or destroyed are fingerprint analysis reports comparing the latent prints found at the scene to a known list of suspects.

341. In fact, Defendant Melton had analyzed at least one latent print which placed Suspect C within Ms. Cicelsky's kitchen and the hallway towards the bedrooms where a bloody purse was found, and both of which were in probative locations inside Ms. Cicelsky's apartment.

342. Upon information and belief, Defendant Melton either knowingly destroyed or knowingly failed to create a fingerprint analysis report matching the print to Suspect C.

343. The unlawful suppression of this key, exculpatory evidence continued for decades —including throughout the reinvestigation and exoneration process.

344. The suppressed, exculpatory evidence also includes, but is not limited to, contemporaneous police reports from Ms. Lynch's November 25, 1996 interrogation that resulted in her false confession, fingerprint analysis reports and contemporaneous recordings of police activity, records reflecting that Kareem Walker was in Florida at the time of the murder and that this was discovered by Defendants LaCorte and Klimczak before Ms. Lynch's trial, among others.

345. Defendants, at best continue to withhold from Ms. Lynch and her attorneys or, at worst knowingly destroyed or knowingly refused to document, this critical evidence prior to Ms. Lynch's trial and throughout her efforts to overturn and vacate her conviction.

H. ECDA Agrees to Join Ms. Lynch's Motion to Vacate Her Conviction on the Condition That She Not Pursue Certain Claims, and then Publicly Disclaims Her Innocence

346. In 2020, ECDA's CIU agreed to cooperate with Ms. Lynch's post-conviction counsel in reinvestigating her claim of innocence.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

15.9.a

347. As discussed *supra*, in connection with this reinvestigation, ECDA's CIU provided Ms. Lynch's counsel with exculpatory evidence, including the fingerprint evidence discussed *supra*, that had been suppressed from her for decades.

348. In addition, ECDA's CIU conducted interviews, including of Defendant police officers and other officers, which revealed misconduct in the investigation including *inter alia* suppression of exculpatory evidence and fabrication of inculpatory evidence.

349. During this period, Ms. Lynch's post-conviction counsel provided ECDA's CIU with substantial evidence supporting Ms. Lynch's claims of actual innocence.

350. Despite all of the foregoing exculpatory evidence (much of which was suppressed by ECDA) and evidence of official misconduct in connection with the investigation of Ms. Cicelsky's murder and the prosecution of Ms. Lynch, as well as ECDA's acknowledgment at a 2018 hearing that it had known prior to Ms. Lynch's trial that Kareem Walker was out of state when Ms. Cicelsky was murdered, for years ECDA would not agree to join a motion by Ms. Lynch to vacate her conviction.

351. Indeed, as described *supra*, for many years ECDA opposed all of Ms. Lynch's efforts to vacate her conviction.

352. Although Ms. Lynch was released on parole in 2021, she remained committed to clearing her name by getting her conviction vacated.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

353. Finally, in March 2023, Ms. Lynch's post-conviction counsel submitted to ECDA a draft motion to vacate Ms. Lynch's conviction pursuant to CPL § 440.10(1)(b)[2], (g)[3] and (h)[4] together with a supporting affirmation and a memorandum in support.

354. This motion and the supporting documents sought to vacate Ms. Lynch's conviction based on the foregoing newly discovered evidence, violations of Ms. Lynch's constitutional rights to *inter alia*, due process and a fair trial, and the fraud on the trial court as a result of the knowingly false testimony provided by Defendants LaCorte and Melton.

355. Ms. Lynch's post-conviction counsel sought ECDA's support for Ms. Lynch's motion to vacate her conviction.

356. ECDA refused to join Ms. Lynch's motion to vacate her conviction unless Ms. Lynch removed all allegations except for those relating to the fact Suspect C's fingerprints were located in probative locations in the victim's apartment and that Defendant Melton testified falsely when he testified that the only prints suitable for comparison were found in a common hallway of the victim's apartment building.

357. ECDA further conditioned its support for Ms. Lynch's motion to vacate her conviction on Ms. Lynch moving for relief only under CPL § 440.10(1)(h)—not under subsection (1)(b) or (1)(g).

358. Ms. Lynch's attorneys attempted to reason with ECDA's representatives to ensure an accurate public record of the errors and official misconduct that led to Ms. Lynch's wrongful conviction.

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[2] CPL § 440.10(1)(b) allows a judgment to be vacated on the grounds that it was procured by "duress, misrepresentation, or fraud on the part of the court or prosecutor" or one working on the prosecutor's behalf.
[3] CPL § 440.10(1)(g) allows a judgment to be vacated upon the discovery of "new evidence . . . which could not have been procured by the defendant at trial even with due diligence."
[4] CPL § 440.10(1)(b) allows a judgment to be vacated on the grounds that it was obtained "in violation of a right of the defendant under the constitution of [New York] or the United States."

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

359. ECDA informed Ms. Lynch's attorneys that they would not join her motion to vacate unless the requested changes were made.

360. Ms. Lynch ultimately complied with ECDA's demands and her post-conviction attorneys redrafted the papers supporting her motion to vacate her conviction to comport with ECDA's demands.

361. Ms. Lynch did this because, at age 68 and suffering serious health complications due to her nearly quarter century wrongful incarceration, she recognized this was the fastest and most certain route to a full exoneration despite being merely a continuation of the suppression of evidence.

362. Ms. Lynch agreed to ECDA's demands despite wanting a full, public account of the errors and misconduct that led to her wrongful conviction.

363. By conditioning its non-opposition to Ms. Lynch's motion to vacate the wrongful conviction on her agreement not to include certain truthful claims, ECDA denied Ms. Lynch her constitutional rights, including, *inter alia*, the right to unfettered access to the courts.

364. ECDA's conditions for vacatur also continued its ongoing pattern of precluding exculpatory evidence from the courts' consideration and misrepresenting to courts the quantum of evidence against a criminal defendant.

365. On November 15, 2023, Ms. Lynch's post-conviction counsel filed a Motion to Vacate Conviction in the New York Supreme Court, pursuant to C.P.L §440.10(1)(h) together with supporting documents that met ECDA's requirements.

366. ECDA did not oppose Ms. Lynch's motion and filed an affirmation in accordance with this position.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

367. On December 11, 2023, Justice M. William Boller, Justice of the Supreme Court of the State of New York, County of the Erie issued a decision and order vacating Ms. Lynch's conviction on the basis that "material which may be deemed favorable to the defense was withheld"—specifically, information concerning multiple fingerprints at the scene was not disclosed by law enforcement to the prosecution and therefore the defense.

368. Judge Boller noted that ECDA did not oppose Ms. Lynch's motion "on these specific grounds." Then, in January 2024, ECDA moved to dismiss the indictment in the interest of justice. That motion was granted on January 4, 2024.

369. On January 5, 2024, ECDA issued a press release announcing the dismissal of the indictment.[5] The press release contained the following false statement: "The other person's [Walker's] alleged participation was not corroborated and therefore he was never charged in connection with this crime."

370. In fact, as detailed *supra*, Mr. Walker's alleged participation was disproved well before Ms. Lynch's trial by the police investigation which established that Mr. Walker was out of state at the time of the crime. This was known to ECDA prior to Ms. Lynch's trial.

371. On January 5, 2024, District Attorney John Flynn held a press conference at which he falsely stated, "I am not exonerating Ms. Lynch, OK? I am not up here saying that she did not do this. That is not what happened here. I am saying that I do not have enough evidence to go forward 30 years later, and I am saying it would be a waste of taxpayer dollars to go forward 30 years later."[6]

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[5] Erie County District Attorney's Office, "Erie County DA Flynn Moves to Dismiss Indictment Against Woman Convicted as Accomplice in 1995 Homicide" available at: https://www4.erie.gov/da/press/erie-county-da-flynn-moves-dismiss-indictment-against-woman-convicted-accomplice-1995

[6] Harold McNeil and Dan Herbeck, "DA says withdrawing murder indictment against Buffalo woman doesn't exonerate her; Innocence Project disagrees" The Buffalo News (Jan. 8, 2024) available at:

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

372. ECDA made these false statements despite the abundant evidence of Ms. Lynch's innocence and suppressed exculpatory evidence, the existence of which was not contested by ECDA during the years that Ms. Lynch's post-conviction attorneys collaborated with the CIU.

VII. Ms. Lynch's Damages

373. Plaintiff was unlawfully imprisoned from November 25, 1996 to January 27, 2022, spending 9,194 days (or 25 years, 2 months, and 2 days) incarcerated and spending from January 27, 2022 to January 5, 2024, or 708 days or 1 year 11 months and 9 days, on parole—all for a crime she did not commit.

374. The injuries and damages sustained by Plaintiff arising from her unjust conviction and imprisonment include but are not limited to the following: loss of freedom; pain and suffering; physical injuries, including injuries from physical altercations with guards and other inmates, the worsening of injuries due to inadequate medical care, and the development of hypertension and high blood pressure; injuries from repeated sexual assault by guards; severe mental anguish; emotional distress; loss of family relationships; severe psychological damage; loss of property; legal expenses; loss of income; humiliation, indignities, and embarrassment; degradation; permanent loss of natural psychological development; and restrictions on all forms of personal freedom including but not limited to diet, sleep, personal contact, educational opportunity, vocational opportunity, personal fulfillment, sexual activity, family relations, social activities, travel, enjoyment, and expression. As a direct result of her unjust conviction and imprisonment, many of the effects of these injuries continue to this day and will continue into the future.

375. Renay Lynch can never regain the twenty-five of her life during which she was wrongfully incarcerated by the State of New York and the just under two years she spent on parole.

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https://buffalonews.com/news/local/crime-courts/da-says-withdrawing-murder-indictment-against-buffalo-woman-doesnt-exonerate-her-innocence-project-disagrees/article_5555f624-ac02-11ee-a7b5-030738138e21.html.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

15.9.a

During her incarceration, she suffered physical injuries that have left her frail and traumatized. She lost twenty-five years of life being a mother and, later, a grandmother.

376. At a minimum, she deserves some measure of compensation for the time, opportunities, and experiences that were taken from her and the damages she has suffered and continues to suffer as a result.

FEDERAL CLAIMS

FIRST CAUSE OF ACTION
42 U.S.C. § 1983
Fourth and Fourteenth Amendment Malicious Prosecution
Against Defendants Melton, LaCorte, and Klimczak

377. Plaintiff hereby incorporates by reference all of the foregoing paragraphs and further alleges as follows:

378. Defendants Melton, LaCorte, and Klimczak, with malice and knowing that probable cause did not exist to arrest Renay Lynch and to prosecute her for the murder of Louise Cicelsky, acting individually and in concert, caused Renay Lynch to be falsely arrested, charged, and prosecuted for those crimes, thereby violating Ms. Lynch's clearly established rights under the Fourth and Fourteenth Amendments of the United States Constitution to be free of unreasonable searches and seizures and to be free of prosecution absent probable cause.

379. Specifically, these Defendants, acting individually and in concert, fabricated evidence and intentionally withheld from and misrepresented to Renay Lynch, her defense counsel, the courts, grand juries, and Ms. Lynch's trial jury, exculpatory facts that vitiated probable cause against Renay Lynch and would have impeached witnesses for the prosecution at trial. (*See, e.g.*, ¶¶ 172, 202-204, 244, 254, 283-86, 287, 317, 337-44). These Defendants also deliberately failed to conduct a constitutionally adequate investigation in light of evidence clearly pointing to Suspect C as responsible for Ms. Cicelsky's murder. (*See, e.g.*, ¶¶ 113-29, 258-59, 271, 276-286,

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

Packet Pg. 836

15.9.a

307-18 *supra*).

380. These Defendants performed the above-described acts under color of state law, intentionally, with reckless disregard for the truth, and with deliberate indifference to Ms. Lynch's clearly established constitutional rights. No reasonable officer in 1995 through 1998 would have believed this conduct was lawful.

381. Ms. Lynch is completely innocent of the robbery and murder of Louise Cicelsky. The prosecution finally terminated in Ms. Lynch's favor after the conviction was vacated on December 11, 2023, and the indictment was dismissed on January 4, 2024.

382. As a direct and proximate result of these Defendants' actions, Ms. Lynch spent twenty-five years wrongfully convicted and imprisoned and suffered the other grievous and continuing damages and injuries set forth above.

SECOND CAUSE OF ACTION
42 U.S.C. § 1983
Fourteenth Amendment Deprivation of Liberty Without Due Process of Law and Denial of a Fair Trial by Fabricating Evidence, Withholding Material Exculpatory and Impeachment Evidence, and Deliberately Failing to Conduct a Constitutionally Adequate Investigation
Against Defendants Melton, LaCorte, and Klimczak

383. Plaintiff hereby incorporates by reference all of the foregoing paragraphs and further alleges as follows:

384. Defendants Melton, LaCorte, and Klimczak, acting individually and in concert, deprived Renay Lynch of her clearly established constitutional right, under the Fourteenth Amendment of the United States Constitution, to a fair trial.

385. These Defendants deprived Ms. Lynch of her right to a fair trial by fabricating inculpatory evidence and intentionally using unduly suggestive interrogation procedures and/or direct suggestion and/or coercion to fabricate and obtain false witness statements inculpating Ms.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

Packet Pg. 837

15.9.a

Lynch. (*See, e.g.*, ¶¶ 161-208, 246-254 *supra*). These Defendants deprived Ms. Lynch of her right to a fair trial by withholding material exculpatory and impeachment evidence from her defense counsel and the Court. (*See, e.g.*, ¶¶ 244, 254, 283-86, 287, 317, 337-44 *supra*).

386. These Defendants deprived Ms. Lynch of her right to a fair trial by deliberately failing to conduct a constitutionally adequate investigation. (*See, e.g.*, ¶¶ 161-208, 246-254, 258-59, 271, 276-286, 307-18 *supra*).

387. These Defendants performed the above-described acts under color of state law, intentionally, with reckless disregard for the truth, and with deliberate indifference to Ms. Lynch's clearly established constitutional rights. No reasonable officer in 1995 through 1998 would have believed this conduct was lawful.

388. Ms. Lynch is completely innocent of the robbery and murder of Louise Cicelsky. The prosecution finally terminated in Ms. Lynch's favor after the conviction was vacated on December 11, 2023, and the indictment was dismissed on January 4, 2024.

389. As a direct and proximate result of these Defendants' actions, Ms. Lynch was wrongfully convicted and imprisoned for twenty-five years and suffered the other grievous and continuing damages and injuries set forth above.

THIRD CAUSE OF ACTION
42 U.S.C. § 1983
Unreasonable Seizure under the Fourth Amendment, Denial of Due Process and a Fair Trial under the Fifth, Sixth, and Fourteenth Amendments, and Denial of Reasonable Bail under the Eighth Amendment, Due to the Pretrial Withholding of Favorable Evidence Likely to Result in Plaintiff's Release from Custody ("*Russo* Claim")
Against Defendants Melton, LaCorte, and Klimczak

390. Plaintiff hereby incorporates by reference all of the foregoing paragraphs and further alleges as follows:

391. Upon information and belief, following the initiation of Ms. Lynch's prosecution

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

with the filing of a felony complaint, the court had to determine whether sufficient evidence existed to warrant holding Ms. Lynch for the action of a grand jury, and which would decide whether the evidence supported formally charging Ms. Lynch by indictment and binding her over for trial.

392. Under New York law, as well as the Eighth and Fourteenth Amendments to the United States Constitution, the court, following the filing of charges, was also required, upon application of the defendant, to consider whether to fix a reasonable bail so that the defendant could obtain her release.

393. Under New York law, the strength of the prosecution's case is a significant factor for a court in determining whether to fix a reasonable bail and the amount of such bail.

394. Despite knowing this, Defendants Melton, LaCorte, and Klimczak withheld, or caused to be withheld, from Ms. Lynch, her lawyer, the court, and the grand jury, exculpatory and impeachment evidence and other evidence favorable to the defense that completely undermined the prosecution's case.

395. Had such evidence been timely disclosed, the charges against Ms. Lynch likely would not have survived the initial hearing or the subsequent determination by the grand jury, and/or the court would have released Ms. Lynch on her own recognizance or on a reasonable bail rather than denying her bail request at arraignment.

396. The failure to make timely disclosure of such obviously significant evidence undermining the entire case caused Ms. Lynch to be unnecessarily and unreasonably deprived of her liberty.

397. This conduct is shocking to the conscience.

398. It violated Ms. Lynch's constitutional rights to be free of unlawful or unreasonable seizure under the Fourth and Fourteenth Amendments, to reasonable bail under the Eighth and

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

15.9.a

Fourteenth Amendments, to a fair trial under the Sixth and Fourteenth Amendments, and to due process of law under the Fifth and Fourteenth Amendments.

399. By virtue of the foregoing, the Defendants Melton, LaCorte, and Klimczak are liable, pursuant to 42 U.S.C. § 1983, for the violation of Ms. Lynch's constitutional rights and her resultant injuries.

FOURTH CAUSE OF ACTION
42 U.S.C. § 1983
Denial of Due Process and a Fair Trial
under the Fifth, Sixth, and Fourteenth Amendments by Withholding Evidence Favorable to the Defense ("*Brady* Claim")
Against Defendants Melton, LaCorte, and Klimczak

400. Plaintiff hereby incorporates by reference all of the foregoing paragraphs and further alleges as follows:

401. At all relevant times, Ms. Lynch had a right—under the Fifth, Sixth, and Fourteenth Amendments to the United States Constitution, and *Brady v. Maryland*, 363 U.S. 83 (1963) and its progeny—to timely disclosure to her by the prosecution, of all evidence in its possession, custody or control that was favorable to her defense, either because it tended to show her innocence, tended to impeach the credibility of the prosecution's witnesses against her, or both ("*Brady* material").

402. In furtherance of this right, police officers, including Defendants Melton, LaCorte, and Klimczak had a duty to timely disclose, or to ensure the timely disclosure of, all potential *Brady* material to the ECDA so that it could decide what to disclose to the defense.

403. These Defendants violated this duty by knowingly, willfully, intentionally, recklessly, and/or negligently failing to timely disclose numerous items of *Brady* material, including documents and unrecorded information, including but not limited to the material enumerated in ¶¶ 255-66, 302-06, 322-36, *supra,* and elsewhere in this Complaint, and by

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

Packet Pg. 840

15.9.a

destroying and/or hiding their notes, logs, reports, and records.

404. The undisclosed *Brady* material was material to the outcome of the trial at which Ms. Lynch was convicted. But for failure of Defendants Melton, LaCorte, and Klimczak to disclose or cause the disclosure of the *Brady* material, there is a reasonable likelihood that Ms. Lynch would have been acquitted or otherwise received a more favorable outcome to her trial.

405. By virtue of the foregoing, the Individual Defendants are liable, pursuant to 42 U.S.C. § 1983, for the violation of Ms. Lynch's constitutional rights and her resultant injuries.

FIFTH CAUSE OF ACTION
42 U.S.C. § 1983
Denial of Right of Access to the Courts Under Article IV of, and the First and Fourteenth Amendments to, the United States Constitution
Against Defendants Melton, LaCorte, and Klimczak

406. Plaintiff hereby incorporates by reference all of the foregoing paragraphs and further alleges as follows:

407. At all relevant times, Ms. Lynch had a right—Article IV of, and the First and Fourteenth Amendments to, the United States Constitution—to access the courts.

408. Defendants Melton, LaCorte, and Klimczak, acting individually and in concert, denied Ms. Lynch her right under Article IV and the First and Fourteenth Amendments to the United States Constitution to access to the courts.

409. Specifically, these Defendants maliciously and deliberately undertook action to withhold and/or destroy evidence and prevent Ms. Lynch from obtaining evidence necessary to a meaningful defense, thereby hindering her efforts to pursue her innocence. These actions included, but are not limited to:

(a) Falsely testifying about the circumstances and nature of Ms. Lynch's false confession, thereby denying Ms. Lynch the ability to present evidence that the confession was coerced and involuntary;

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

Packet Pg. 841

(b) Failing to turn over exculpatory fingerprinting evidence collected during the APD investigation;

(c) Destroying or knowingly failing to create fingerprint analysis reports on the fingerprints collected during the APD investigation;

(d) Falsely testifying at trial that there were no usable prints from the interior of Ms. Cicelsky's apartment;

(e) Failing to disclose that Defendants were aware that Kareem Walker could not have committed the murder because he was in Florida at the time and preventing Ms. Lynch from obtaining records related to Defendants' discovery of this crucial fact; and

(f) Destroying or unlawfully withholding at least fifty-four pages of APD investigatory entries.

410. These Defendants performed the above-described acts under the color of state law, intentionally, with deliberate indifference to Ms. Lynch's clearly established constitutional rights. No reasonable officer in 1995 through 1998 would have believed this conduct was lawful.

411. Ms. Lynch is completely innocent of the robbery and murder of Louise Cicelsky. The prosecution finally terminated in Ms. Lynch's favor after the conviction was vacated on December 11, 2023, and the indictment was dismissed on January 4, 2024.

412. As a direct and proximate cause of Defendants' actions, Ms. Lynch's repeated efforts to subsequently appeal her conviction, as described in ¶¶ 234-39, *supra*, were severely hindered in a manner that foreclosed her ability to pursue meaningful judicial remedies.

413. As a direct and proximate result of these Defendants' actions, Ms. Lynch spent twenty-five years wrongfully convicted and imprisoned and suffered other grievous and continuing

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

15.9.a

damages and injuries set forth above.

SIXTH CAUSE OF ACTION
42 U.S.C. § 1983
Failure to Intervene
Against Defendants Melton, LaCorte, and Klimczak

414. Plaintiff hereby incorporates by reference all of the foregoing paragraphs and further alleges as follows:

415. By their conduct and under color of state law, Defendants Melton, LaCorte, and Klimczak had opportunities to intervene on behalf of Renay Lynch to prevent her false arrest, malicious prosecution, false imprisonment, and her deprivation of liberty without due process of law, but, due to their intentional conduct and/or reckless or deliberate indifference, declined or refused to do so.

416. These Defendants' failures to intercede violated Ms. Lynch's clearly established constitutional rights to be free from unreasonable search and seizure and not to be deprived of liberty without due process of law as guaranteed by the Fourth and Fourteenth Amendments. No reasonable police officer in 1995 through 1998 would have believed that failing to intervene to prevent these Defendants from: fabricating inculpatory evidence; intentionally using unduly unreliable interrogation procedures and/or direct suggestion and/or coercion to obtain inculpatory statements; withholding material, exculpatory and/or impeachment evidence; deliberately failing to conduct a constitutionally adequate investigation; and causing Ms. Lynch to be arrested and prosecuted without probable cause; were lawful.

417. Ms. Lynch is completely innocent of the robbery and murder of Louise Cicelsky. The prosecution finally terminated in her favor after the conviction was vacated on December 11, 2023, and the indictment was dismissed on January 4, 2024.

418. As a direct and proximate result of these Defendants' actions, Ms. Lynch was

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

Packet Pg. 843

15.9.a

wrongfully convicted and imprisoned for twenty-five years and suffered the other grievous and continuing damages and injuries set forth above.

SEVENTH CAUSE OF ACTION
42 U.S.C. § 1983
Coercion
Against Defendants LaCorte and Klimczak

419. Plaintiff hereby incorporates by reference all of the foregoing paragraphs and further alleges as follows:

420. Defendants LaCorte and Klimczak engaged in an 18-month campaign to coerce Ms. Lynch to falsely confess to knowledge about a crime for which she actually had no information.

421. Defendants LaCorte and Klimczak intentionally isolated Ms. Lynch, who habitually used drugs and was easy prey in response to their pressure. These defendants then engaged in, *inter alia*, a deliberate course of lies, deception, coercion, threats of dire consequences if she did not cooperate, and false assurances of leniency and beneficial assistance if she did cooperate.

422. As a result of these Defendants' improper and coercive tactics, Ms. Lynch's will was overborn and defendants caused her to cede to a manufactured "confession" that falsely incriminated herself in violation of her clearly established Fifth and Sixth Amendment rights to be free from compelled self-incrimination and to be afforded access to counsel.

423. Ms. Lynch is completely innocent of the robbery and murder of Louise Cicelsky. The prosecution finally terminated in her favor after the conviction was vacated on December 11, 2023, and the indictment was dismissed on January 4, 2024.

424. As a direct and proximate result of the actions of Defendants LaCorte and Klimczak in coercing false and unreliable evidence to be used against her at trial, Ms. Lynch was wrongfully

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

Packet Pg. 844

convicted and imprisoned for twenty-five years and suffered the other grievous and continuing damages and injuries set forth above.

EIGHTH CAUSE OF ACTION
42 U.S.C. § 1983
Supervisory Liability
Against Defendant Melton

425. Plaintiff hereby incorporates by reference all of the foregoing paragraphs and further alleges as follows:

426. The individual defendant police officers, and/or detectives LaCorte and Klimczak, acted with impunity in an environment in which they were not adequately trained, supervised, or disciplined by Defendant Melton, and other supervisors, in this case and as a matter of practice.

427. Defendant Melton, and other supervisors acted with gross negligence, recklessness, and/or deliberate indifference to the constitutional rights of citizens by failing to provide adequate training, supervision, and discipline of the defendant police officers and detectives, and thereby caused the individual defendant police officers and detectives to deprive Ms. Lynch of her clearly established constitutional rights, including her rights to be free from unreasonable searches and seizures, false arrest, false imprisonment, malicious prosecution, deprivation of liberty without due process of law, and to a fair trial.

428. Had Defendant Melton and other supervisors not provided grossly inadequate training, supervision, and discipline of the defendant police officers and detectives, those defendants would not and should not have used unduly unreliable interrogation procedures and/or direct suggestion and/or coercion to obtain fabricated inculpatory evidence, committed perjury, withheld exculpatory and impeachment evidence, and intentionally and maliciously caused Ms. Lynch to be arrested and prosecuted without probable cause. Defendant Melton and other supervisors were directly involved in the investigation of Ms. Lynch and directly supervised the

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

15.9.a

specific investigative acts taken by the individual police officer and detective defendants in this case.

429. The grossly negligent, reckless, and/or deliberately indifferent conduct of Defendant Melton and other supervisors under color of state law violated their clearly established duty, in 1995 through 1998, to supervise Defendants LaCorte and Klimczak, and no reasonable police supervisor in 1995 through 1998 would have believed that grossly negligent, reckless, and/or deliberately indifferent supervision in the face of actual or constructive notice of misconduct by their subordinate officers was lawful.

430. Ms. Lynch is completely innocent of the robbery and murder of Louise Cicelsky. The prosecution finally terminated in her favor after the conviction was vacated on December 11, 2023, and the indictment was dismissed on January 4, 2024.

431. As a direct and proximate result of Defendant Melton's actions and omissions, Ms. Lynch was wrongly convicted and imprisoned for twenty-five years and suffered the other grievous and continuing damages and injuries set forth above.

NINTH CAUSE OF ACTION
***Monell* Claim for the Unconstitutional Custom or Policy**
of Failing to Adequately and Faithfully Account for and Preserve Forensic Evidence
in the Town's Possession Under *Newton v. City of New York*[7]
Against Defendant Town of Amherst

432. Plaintiff hereby incorporates by reference all of the foregoing paragraphs and further alleges as follows:

433. The Defendant Town of Amherst, by and through its final policymakers, maintained a custom, policy, or practice of withholding or destroying forensic crime scene

[7] *Newton v. City of New York*, 779 F.3d 140 (2d Cir. 2015).

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

Packet Pg. 846

evidence, such as fingerprints and DNA test results, sought for use by defendants at trial and by inmates for post-conviction remedies and testing.

434. The Defendant Town of Amherst, by and through its final policymakers, also maintained a custom, policy or practice of failing to train and supervise its employees who were custodians of forensic crime scene evidence on how to maintain such evidence, such as fingerprints and DNA test results, sought for use by defendants at trial and by inmates for post-conviction remedies and testing.

435. These customs, policies or practices were the moving force behind the violation of Renay Lynch's First, Fifth, and Fourteenth Amendment rights, including but not limited to the rights to:

(a) a fair trial;

(b) not be deprived of liberty in the absence of due process of law; and

(c) unfettered access to the courts for the presentation of material evidence.

436. As a direct and proximate result of Defendant Town of Amherst's deficient evidence management system and/or grossly negligent, reckless, or deliberately indifferent failure to adequately and faithfully account for, preserve, and/or turn over forensic crime scene evidence in the Town's possession to Ms. Lynch for use in her appeals, she was prevented from vindicating her liberty interest by demonstrating her innocence, in violation of her Fourteenth Amendment right to due process.

437. As a direct and proximate result of the Defendant Town of Amherst's actions, Ms. Lynch spent additional years wrongly convicted and imprisoned and suffered the other grievous and continuing damages and injuries set forth above.

TENTH CAUSE OF ACTION
42 U.S.C. § 1983

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

Monell Municipal Liability for the Misconduct of Prosecutors
Against Defendant County of Erie

438. Plaintiff hereby incorporates by reference all of the foregoing paragraphs and further alleges as follows:

439. The Defendant County of Erie, through its District Attorney's Office (hereinafter, the "District Attorney" or the "DA") and his authorized delegates, at all relevant times, had final authority with respect to the training, supervision, discipline, and overall management of personnel employed by or assigned to the ECDA with respect to all of the office's functions, including the investigation and prosecution of criminal cases, and constituted Erie County policymakers for whose actions or omissions the County is liable.

440. The District Attorney, at all relevant times, was and is an elected officer of the County, and the ECDA was and is substantially funded out of the County's budget.

441. The District Attorney was and is designated a "local officer," rather than a "state officer," under New York Public Officers Law § 2.

442. The DA and his assistant district attorneys are agents and employees of the Defendant Erie County.

443. Under New York State law, the County, at all relevant times, was liable for torts committed by County officers and employees, including the District Attorney and his assistants. *See* N.Y. County Law § 53.

444. The County represents such officers and employees in judicial proceedings and indemnifies them because they are County officials.

445. At the time of Ms. Lynch's criminal trial, as a criminal defendant, she was entitled, under the Fifth, Sixth and Fourteenth Amendments to the United States Constitution, to timely

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

disclosure of all material information that was in the actual or constructive possession, custody, or control of the ECDA that was favorable to the defense, including but not limited to exculpatory information that tended to contradict the prosecution's case or otherwise show Ms. Lynch was innocent, and impeachment information that tended to undercut the credibility of the witnesses against her, known as "*Brady* material."

446. The prosecution was constitutionally required to disclose *Brady* material as soon as reasonably possible regardless of whether the defense had made a specific request for it.

447. The prosecution was constitutionally required to find out about and disclose such information, whether it was in its actual possession or in the possession of any police department that had been involved in the investigation or prosecution of the matter, including the Town of Amherst Police Department.

448. This was a continuing obligation even after a conviction at trial, such as during proceedings brought by a convicted defendant challenging her conviction.

449. While the right to timely disclosure of *Brady* material was intended to guarantee the fairness of a criminal trial, the prosecution also had an obligation under the Fourth, Fifth, Sixth and Fourteenth Amendments to the United States Constitution to disclose evidence favorable to the defense early in a criminal prosecution where it was so clearly relevant to whether the prosecution should continue or the defendant should be released on bail that the suppression of that evidence would shock the conscience.

450. Similar to the *Brady* obligation is the state constitutional requirement, established by *People v. Rosario*, 9 N.Y.2d 286 (1961), requiring disclosure at trial of the prior recorded statements of prosecution witnesses so that defense counsel, singularly dedicated to their client's cause, could decide how to use such material to impeach such witnesses.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

451. Often, *Rosario* material also contains information favorable to the defense as defined by Brady and its progeny.

452. Related to *Brady* is a prosecutor's constitutional obligation, at all stages of a criminal prosecution, not to rely on or fail to correct false or misleading evidence or argument.

453. The suppression of evidence favorable to the defense from the court during a preliminary hearing or bail hearing, or from a grand jury deciding whether to vote an indictment, and from a petit or trial jury, likely would leave an impermissibly false or misleading impression with the fact finder about the strength of the evidence supporting the prosecution's case and about the defendant's guilt.

454. The federal constitutional obligation to make timely disclosure of evidence favorable to the defense for use during pretrial and trial proceedings superseded any provisions of the state's Criminal Procedure Law or the *Rosario* rule to the extent such state rule was less protective of a criminal defendant's rights.

455. In other words, the federal constitutional requirement of prompt disclosure of evidence favorable to the defendant, irrespective of whether the defense had made a specific request, applied despite state discovery provisions to the contrary.

456. Furthermore, a prosecutor had a constitutional obligation not to conduct herself/himself before a jury in a manner that would deprive a criminal defendant of his right to a fair trial under the Fifth, Sixth, and Fourteenth Amendments to the United States Constitution.

457. At the time of Ms. Lynch's trial in 1998, there were well-established rules of behavior for prosecutors before a jury, particularly with respect to eliciting false testimony from witnesses and making false or misleading factual assertions and arguments to the jury. These rules were intended to ensure a fair trial.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

458. If serious enough, the violation of such rules would deprive a criminal defendant of her federal constitutional rights.

459. The well-established rules regarding prosecutorial conduct prohibited prosecutors from making false or misleading factual assertions or arguments, arguing "facts" or "evidence" that were not in the record, eliciting false testimony from witnesses, expressing the prosecutor's personal belief in the defendant's guilt or a witness's credibility, and failing to correct false testimony of witnesses.

460. The prosecutors handling the prosecution of Ms. Lynch violated all these rules.

461. As set forth above, the prosecutors of Ms. Lynch relied on false and misleading evidence and argument to cause a judge to find probable cause to continue the prosecution at the arraignment, denying bail and keeping Ms. Lynch in jail, causing the grand jury to indict Ms. Lynch, and to convict her at trial .

462. The prosecution concealed from the view of the court, the grand jury, the trial jury, and, of course, from the defense, numerous pieces of favorable evidence that would have been fatal to the case against Ms. Lynch, including:

(a) Evidence that Kareem Walker was not in the State of New York at the time Louise Cicelsky was murdered and therefore was not involved in the Cicelsky murder.

i. This critical, exculpatory information entirely contradicted the prosecution's felony murder case against Ms. Lynch, which rested on the claim that Kareem Walker killed Ms. Cicelsky during a robbery jointly perpetrated by Mr. Walker and Ms. Lynch.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

ii. That Mr. Walker was not involved in the murder of Ms. Cicelsky also demonstrates the falsity of Ms. Lynch's purported confession, the falsity of statements by other witnesses/informants, and the fact that witnesses against Ms. Lynch (including police officer witnesses such as Defendant LaCorte) were lying or not credible, and that police had coerced the false statements of Ms. Lynch and others.

(b) The existence of fourteen latent fingerprints from the crime scene and the testing of at least five of those prints in August 1995 – fifteen months before Ms. Lynch's arrest – which excluded Mr. Walker and found that four of the prints--found in very probative locations at the crime scene--belonged to Suspect C; plus testing that identified Suspect C, Ms. Cicelsky's downstairs tenant who had no connection to Ms. Lynch and had a violent criminal history that included convictions for domestic violence, robbery, and manslaughter, as the source of nine of the latent prints.

i. This information was critical and exculpatory. That fourteen latent prints were testable and at least five were tested in August 1995 demonstrates that Defendant Melton provided false trial testimony when he reported that only two prints recovered by police from Cicelsky's apartment were "usable."

ii. Only Stephen Kasper and Defendant Melton handled fingerprint analyses for APD and Kasper has stated under oath that "it was APD's policy and practice to create a request for every latent print analysis," that APD should have created a request and report for all 16 suspects listed by the APD in a worksheet dated June 6, 1995, that 5 latent prints listed in this worksheet

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

"would have been suitable for comparison," that fingerprints L-1, L-7 which were collected by APD "would have been suitable for comparison in May of 1995," and that the markings on these prints—which indicate the initiation of an analysis—were not made by him.

iii. Moreover, the fact that nine latent prints belonged to Suspect C was favorable evidence that supported Ms. Lynch's innocence defense and would have undermined the credibility of police prosecution witnesses, including Defendant Melton.

iv. Additionally, the exclusion of both Walker and Lynch as the sources of the prints in Ms. Cicelsky's home would have undermined the prosecution's felony murder case against Ms. Lynch, which rested on the claim that Kareem Walker killed Ms. Cicelsky during a robbery jointly perpetrated by Mr. Walker and Ms. Lynch, contradicted Ms. Lynch's false "confession" and the other witness/informant statements---including police witness testimony.

v. Finally, that no additional investigation was done into how Suspect C's prints came to be in the victim's apartment undermined the quality of the police investigation and would have provided a basis for vigorous cross-examination of police witnesses and Ms. Lynch's argument that she was a victim of incompetent police officers who did not legitimately investigate this crime but instead targeted her because she was a vulnerable person.

(c) That both Ms. Lynch and witnesses against her had been coerced by police into making false statements that implicated Ms. Lynch and Kareem Walker, and

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

that all facts contained in those statements came either from the police (who knew them from their investigation) or from publicly available information.

463. Had all this favorable evidence been timely disclosed, either the case against Ms. Lynch would have been dismissed, or Ms. Lynch would have been released on bail early in the proceedings and ultimately would have achieved a more favorable outcome at her trial.

464. Further, as shown above, the trial prosecutor violated virtually all the rules of conduct for prosecutors, deprived Ms. Lynch of her constitutional right to a fair trial, and contributed to the jury's guilty verdict. In particular:

(a) The ECDA trial attorney repeatedly asserted false claims, including in his opening statement and summation. These false claims included that Kareem Walker killed Ms. Cicelsky on or about May 19, 1995, and that no fingerprints were left behind by Ms. Cicelsky's "skillful" and "careful" killers.

(b) The ECDA trial attorney repeatedly elicited false testimony from prosecution witnesses concerning Mr. Walker's participation in the crime, the absence of fingerprints at the crime scene, the purported lack of any coercion of Ms. Lynch, and emphasizing that all of the details in her confession came from her own personal knowledge, rather than from the detectives themselves.

(c) Finally, when cross-examining Ms. Lynch, the ECDA trial attorney repeatedly challenged her truthful testimony that neither she nor Kareem Walker were involved in the crime and, in the summation at trial, challenged her truthfulness and credibility based on these denials.

465. Thereafter, prosecutors at the ECDA, reflecting their Office's ongoing indifference to their *Brady* obligations and other constitutional violations, successfully opposed Ms. Lynch's

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

motions to overturn her conviction by misleading Ms. Lynch and the courts about whether specified items had been disclosed at trial and whether such items were favorable to the defense under *Brady* at all.

(a) This behavior prolonged for many years Ms. Lynch's imprisonment as well as imposing deep restrictions upon her liberty as a parolee.

(b) Individually and collectively, the above misconduct deprived Ms. Lynch of her constitutional rights to due process, to a fair trial, to be free from unreasonable seizure, and was a substantial cause of Ms. Lynch's constitutional injuries.

(c) This misconduct continued even as ECDA concluded its reinvestigation of Ms. Lynch's conviction and agreed to join in Ms. Lynch's motion to vacate her conviction, by, *inter alia*,

i. Agreeing to join Ms. Lynch's motion to vacate her conviction only so long as Ms. Lynch forgo as a basis of her exoneration that ECDA had suppressed that Kareem Walker was out of state at the time of the crime;

ii. Misleading the court about why Ms. Lynch's conviction should be vacated;

(d) This misconduct was compounded by District Attorney Michael Flynn's false press release and public statement concerning the reason why Walker was not prosecuted and Ms. Lynch's non-involvement in the crime.

466. Individually and collectively, these violations of Ms. Lynch's constitutional rights were directly, foreseeably, proximately, and/or substantially caused by the unlawful policies, customs, or practices of the ECDA as well as by the deliberate indifference of policymakers at that

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

office, acting on behalf of the Defendant Erie County, to the occurrence of such constitutional violations.

467. Under the principles of municipal liability for federal civil rights violations, at all relevant times, the District Attorney or his authorized delegates had final managerial responsibility for establishing lawful policies of the office and for training, instructing, supervising, and disciplining attorneys and other employees of the ECDA regarding their constitutional obligations.

468. Nevertheless, at the time of Ms. Lynch's trial, and during the pendency of her wrongful incarceration and parole, the ECDA maintained unlawful policies, customs, or practices, and was indifferent to violations of fair trial rights, all of which were a substantial cause of the violations of her constitutional rights and of her damages.

469. Specifically, first, the ECDA had an unlawful policy, custom, or practice of not disclosing *Brady* material to the defense, the court, or the grand jury at the bail hearing, and grand jury stages of a case, thereby deceiving fact finders about the strength of the prosecution's case and causing criminal defendants to be unfairly and unreasonably deprived of their liberty.

470. Second, the ECDA had an unlawful policy, custom, or practice of not disclosing evidence favorable to the defense, even exculpatory evidence, for use at trial, including when the defense specifically requested it.

471. Third, the ECDA had an unlawful policy, custom, or practice of turning a blind eye to patently false and fabricated evidence produced by law enforcement and neglecting to take reasonable steps to ensure that it had obtained all discoverable information, including information favorable to Ms. Lynch and/or exculpatory information, from law enforcement.

472. Fourth, the ECDA had a policy, custom, or practice for prosecutors, especially in high profile cases, to elicit false testimony or fail to correct false testimony from its witnesses, and

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

to make misleading and even false opening arguments and summations that violated the aforementioned well-established rules governing prosecutors and which, like *Brady* violations, deprived defendants in criminal cases, such as Ms. Lynch, of their constitutional right to a fair trial.

473. Indeed, prosecutors would give opening statements and summations that were false or misleading precisely because they contradicted evidence that the same prosecutors had suppressed under *Brady*.

474. Fifth, the ECDA had a policy, custom, or practice of continuing to withhold *Brady* material when faced with post-trial motions by a defendant challenging the lawfulness of her conviction, thereby prolonging the defendant's imprisonment.

475. Finally, Sixth, despite creating a conviction integrity unit (CIU) in or about 2018, the ECDA had a policy, custom, or practice of disregarding recommendations of its own assistant district attorneys reinvestigating cases; presenting misleading or false evidence to courts considering defendants' efforts to vacate their convictions; and continuing to suppress favorable evidence from defendants seeking vacatur of convictions.

476. The District Attorney and his designees, as policymakers for the ECDA and the County, encouraged such violations to occur through their policy of deliberate indifference to them.

477. At all relevant times, the ECDA had no prosecution manual or other written rules or procedures regarding *Brady* and *Rosario* disclosure or trial advocacy, including opening and summation behavior.

478. At all relevant times, the ECDA had no employee handbook, manual, or other document setting forth any disciplinary process for prosecutorial misconduct, or potential

Attachment: DOC012925-012920251422217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

sanctions for them, nor was any such process made known to employees in some other manner as a deterrent to such misconduct.

479. At all relevant times, even though the District Attorney knew or should have known that prosecutors on his staff, including the most experienced prosecutors handling the ECDA's most important cases, were committing constitutional violations that deprived criminal defendants of their constitutional right to a fair trial, he did not supervise, or require supervision of, prosecutors in connection with such functions.

480. He and his designees kept no record of misconduct by individual prosecutors.

481. He neither investigated nor disciplined prosecutors who violated rules designed to protect the fair trial rights of criminal defendants.

482. He did not train prosecutors in such functions, even when he became aware or should have been aware of appellate decisions that showed the ECDA's policies, customs or practices were unlawful.

483. The knowledge among ECDA prosecutors that there would be no personal consequence for them if they violated the due process and fair trial rights of criminal defendants encouraged prosecutors, including the prosecutor handling Ms. Lynch's case, to believe that such violations would go unpunished.

484. Likewise, ECDA prosecutors understood that they could face personal consequences for seeking to bring to light or for otherwise challenging violations of due process and fair trial rights of criminal defendants, which encouraged prosecutors, including those handling Ms. Lynch's post-conviction proceedings, to believe that they could face punishment for revealing past constitutional violations.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

485. The District Attorney's policy, custom, and/or practice of approval, ratification of, or deliberate indifference to, violations by ECDA prosecutors of their constitutional obligations to afford criminal defendants a fair trial foreseeably encouraged such violations to continue.

486. Many years before Ms. Lynch's prosecution was initiated, in *Giglio v. United States*, 405 U.S. 150 (1972), the United States Supreme Court held that a prosecutor's office is responsible for disclosing impeachment evidence known to members of the office even if the trial prosecutor in the given case is not aware of such evidence.

487. The same rule applied to evidence known to police detectives who worked on the case.

488. In the same decision, the Court advised district attorneys to adopt office-wide information-management systems to keep track of impeachment evidence to make sure that the assigned prosecutor would learn about it and disclose it.

489. Nevertheless, the ECDA adopted no system of checklists, receipts, or other procedures to ensure that all investigative records of the APD would be made available to the assigned prosecutor so that he or she could fulfill their *Brady* obligations.

490. The absence of any such procedures created the predictable risk that, in a case like Ms. Lynch's, police records containing evidence favorable to the defense would not be obtained or disclosed by the ECDA.

491. As a result, Ms. Lynch's prosecutor did not disclose evidence favorable to the defense or, under the ECDA's overly restrictive view of the state *Rosario* obligation, had to be disclosed as a witness's formal, signed, prior-recorded statement.

492. Court decisions concerning matters that pre- and post-date Ms. Lynch's trial reveal the misunderstanding of ECDA prosecutors regarding their Brady and related Rosario obligations

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

and the ECDA's policy, custom, and practice to violate the requirements of Brady and Rosario as well as the requirements placed on prosecutors by applicable rules and constitutional provisions.

493. For example, in 1994, ECDA obtained convictions of two men, Brian Scott Lorenzo and James Pugh, for various felonies arising out of the 1993 murder of a woman in her Tonawanda, New York home. *See People v. Lorenzo*, 2023 N.Y. Slip Op. 51515 (N.Y. Sup. Ct. 2023).

494. Tonawanda police obtained inculpatory statements from both Lorenzo and Pugh, which each man subsequently recanted, as well as statements implicating the men from six individuals, including jailhouse informants, to whom the men purportedly made inculpatory statements. *Id.*

495. While no physical evidence connected Pugh to the crime, when Lorenzo was arrested on unrelated charges several months after the crime, a 1921 Morgan S Silver Dollar was recovered from a duffel bag seized from a stolen car driven by Defendant Lorenzo. *Id.*

496. ECDA called the victim's husband and young daughter to identify the 1921 Morgan S Silver Dollar as one that had been given to the victim and her family by her father-in-law, Cyril Meindl, and argued the importance of this physical connection between Lorenzo and the crime to the jury in opening and summation. *Id.*

497. For nearly thirty years, Lorenzo and Pugh asserted their innocence and brought various legal challenges to their convictions.

498. ECDA opposed each of these efforts and the men remained in prison.

499. Throughout the trial, direct appeal, and post-conviction proceedings, ECDA suppressed from the defense and the courts that Cyril Meindl had been shown the coin and "did not and could not identify" the 1921 Morgan S Silver Dollar found with Lorenzo as the one he gave to his daughter-in-law (the victim) and her family. *People v. Lorenzo*, 2023 N.Y. Slip Op.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

15.9.a

51515, ¶ 7 (N.Y. Sup. Ct. 2023) (hereinafter, "Lorenzo I"). The suppression of this exculpatory evidence was determined to be a *Brady* violation requiring vacatur of the men's conviction in 2023, affirmed in 2024. *See id.*; *People v. Lorenzo*, 2024 N.Y. Slip Op. 4681 (4th Dep't 2024) (hereinafter, "Lorenzo II").

500. Importantly, the Erie County Supreme Court highlighted how ECDA exacerbated the *Brady* violation by improperly exploiting its suppression of the exculpatory evidence:

> (a) A review of the trial transcript reveals the prosecutor referenced the Cyril Meindl gift to Donald and Deborah Meindl in his opening statement and elicited that information in his direct examination of Donald Meindl. He also referenced the Cyril Meindl gift in his summation multiple times. The defendants explored this area on cross-examination of Donald Meindl and argued that the People's failure to call Cyril Meindl as a witness to corroborate Donald Meindl's testimony was problematic and impugned his identification of the coin. The inescapable conclusion is that the People fell short in their *Brady* disclosure obligation requiring this Court to conduct an analysis to determine if this violation requires a new trial some 30 years after the crime was committed. *Id.* at ¶ 8.

501. Thus, in another prosecution involving criminal defendants who claimed innocence, ECDA suppressed exculpatory evidence and then made false and misleading arguments to factfinders that were unchallenged and unchallengeable because of the very suppression of exculpatory evidence, thereby violating the constitutional rights of criminal defendants and ensuring the wrongful conviction of innocent defendants.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

Packet Pg. 861

502. The Supreme Court also granted Lorenzo and Pugh's motions to vacate their convictions on the basis of newly discovered evidence, including, as relevant here, evidence that inculpatory statements were coerced by investigating officers from both witnesses and defendants. *See Lorenzo I* at ¶ 7. As here, ECDA prosecutors either turned a blind eye to or accepted, and did not disclose to the defense, the coercive interrogation techniques used by police officers to obtain inculpatory statements from defendants and witnesses alike.

503. In a separate 1994 murder prosecution, ECDA obtained another wrongful conviction, also caused in substantial part by ECDA's suppression of exculpatory evidence from the defendant and presentation of false evidence and argument to the court and jury. ECDA also interfered with the cold case re-investigation undertaken post-conviction, thereby prolonging the wrongful incarceration. *See Peters v. City of Buffalo*, 848 F.Supp.2d 378, 385-87 (W.D.N.Y. 2012) (denying motion to dismiss and finding, in part, that plaintiff had adequately pleaded acts of prosecutorial misconduct not entitled to absolute or qualified immunity at the pre-indictment and post-conviction stages, including: controlling the conduct of criminal investigations; ordering an incomplete screening polygraph; directing law enforcement not to test DNA samples; directing the taking of a statement from a non-credible witness; falsely informing a witness that certain evidence existed when in fact it did not; making misleading public statements prior to trial; permitting witnesses to access police files for purposes of influencing their testimony; impeding a cold case investigation; compelling a witness to reaffirm a prior statement; threating another witness; and threatening high ranking police officers to cease further investigation.)

504. *Peters* involved the murder of a 13-year-old-girl in her Buffalo, New York home. ECDA corrupted the police investigation to ensure the arrest of the victim's innocent mother, Lynn

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

Peters, rather than another suspect, Dennis Donahue, whom substantial evidence implicated as the true perpetrator. Post-conviction DNA testing ultimately established Donahue's guilt.

505. At Peters' trial, ECDA suppressed exculpatory testimony that contradicted the false testimony of a key prosecution witness and exculpatory crime scene evidence (photographs) that undermined the prosecution's theory; presented misleading and false facts to the court and jury designed to falsely bolster the credibility of its uncredible witnesses and implicate Peters—something ECDA could do only because it had suppressed exculpatory evidence that would have contradicted these false and misleading arguments.

506. In addition, although forensic evidence, including DNA, was collected from the crime scene, ECDA directed that it not be tested. ECDA further directed that a statement be taken from the aforementioned unreliable, incentivized informant; did not disclose benefits it agreed to provide the informant, suborned perjury about those benefits; and made misleading and false arguments about the non-existence of those benefits; all while ECDA ignored substantial disparities between the informant's claims and the objective facts of the case.

507. Finally, ECDA obstructed the Buffalo Police Department (BPD)'s attempt to reinvestigate the case by, inter alia, contacting high ranking members of BPD and witnesses and intimidating and pressuring them to ensure that the wrongful conviction would not be properly reinvestigated.

508. Peters was exonerated in 2007, after DNA testing on forensic evidence from the victim's bedroom included Donahue, and other forensic testing wholly undermined the prosecution's theory that the victim had been strangled to death.

509. Nor was this the only wrongful conviction in a homicide case obtained by ECDA in the 1990s.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

510. In 1998, the same year that Ms. Lynch was wrongly convicted, ECDA obtained at least two other wrongful convictions.

511. Josue Ortiz was wrongly convicted by guilty plea following a false confession given while he was suffering from severe mental illness. As in this case, Mr. Ortiz's false confession contained facts known only to the real perpetrator and the police; did not contain any new or independently verifiable information; and contained a number of claims that were contradicted by the objective evidence. ECDA either turned a blind eye to, or accepted, the numerous failures in the police investigation and the prosecution's case and compounded those by not disclosing exculpatory evidence that would have allowed Mr. Ortiz to mount a defense to the charges. As in Ms. Lynch's case, ECDA suppressed from Mr. Ortiz significant, exculpatory evidence, including: forensic reports showing Ortiz's clothing did not have any trace evidence linking him to the crime; reports of crime lab analysis of footprints from the crime scene that supported the conclusion that Ortiz was not present; and statements of witnesses, including jailhouse informants, that exculpated Ortiz.

512. In a second 1998 wrongful conviction case, Cory Epps was convicted of a murder he did not commit, based on an eyewitness's misidentification. *See, generally*, *Epps v. City of Buffalo et al.*, 19-cv-00281 (LJV)(LGF), Dkt. No. 1 (Complaint).

513. Suppressed from Mr. Epps at trial and during his appeal were exculpatory statements made to the Buffalo Police Department by a woman, Wymiko Anderson, alleging that a different man, Russell Montgomery, had committed the crime, and that Montgomery killed Anderson's boyfriend to ensure his silence. *See id.* ¶ 43. Anderson told police that Montgomery looked like both the composite sketch created by an eyewitness, and like Epps. *Id.* ¶ 66.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

Montgomery lived near the crime scene and bore a greater resemblance to the description of the perpetrator than Epps. *Id.* ¶ 44, 73, 83. Finally, Epps had an alibi. *Id.* ¶ 56.

514. Despite the foregoing, BPD did not memorialize Anderson's exculpatory information. *Id.* ¶ 66, 76, 80. After Epps was convicted, Anderson sent Epps' attorneys an anonymous letter identifying Montgomery as the true perpetrator. *Id.* ¶ 77. Epps' attorneys brought a CPL § 330 motion based on the anonymous letter. *Id.* ¶ 78. The trial prosecutor sent the anonymous letter to BPD for it to investigate but took no follow up action. *Id.* ¶ 80. Epps' attorneys tried, and failed, to identify the source of the anonymous letter. *Id.* ¶ 81.

515. The source of the anonymous letter was not identified by ECDA or BPD, and Epps was sentenced to 25 years to life. *Id.* ¶ 84. In 2001, Epps learned Anderson's identity, and filed a CPL § 440.10 motion, which ECDA opposed. *Id.* ¶88-98. Epps' motion was denied and he spent another sixteen years in prison. *Id.*. Finally, Epps was exonerated in 2017 when a witness came forward with information corroborating Anderson's claim that Montgomery had admitted to Anderson's boyfriend that he had committed the murder for which Epps was convicted. *Id.* ¶ 99-106.

516. In addition to these cases, courts have found that, before, during and after Ms. Lynch's trial, ECDA routinely failed to disclose favorable and exculpatory evidence to defendants in criminal cases in violation of their constitutional rights.

517. In a 1999 murder trial, ECDA failed to disclose to the defense a key eyewitness's initial statement to police that she "hadn't seen anything," a statement that directly contradicted her later statement, including testimony, describing the crime. *Barney v. Conway*, 730 F. Supp. 2d 264, at 276 (W.D.N.Y. 2010). The exculpatory statement first emerged during the witness's trial testimony and was objected to as a *Brady* violation; the trial court remedied the violation by

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

allowing the defense additional time to prepare to cross-examine the witness. On direct appeal, the Appellate Division, Fourth Department found that reversal was not required because of the additional time given to the defense. *People v. Barney*, 295 A.D.2d 1001 (4th Dep't 2002). The federal habeas court found the lower court's holding neither contrary to, nor an unreasonable application of, clearly established Federal law, but opined "[i]n this Court's opinion, the fact that [the witness] had initially denied knowing anything about the crime certainly is important impeachment evidence regarding a key prosecution witness." *Barney*, 730 F. Supp. 2d at 277.

518. Similarly, in a December 2000 robbery trial, ECDA failed to turn over grand jury testimony of a testifying prosecution witnesses, causing the trial court to "chastise" the prosecutor, calling his "failure to disclose the material prior to trial . . . a 'huge mistake.'" *Goston v. Rivera*, 462 F.Supp.2d 383, 394 (W.D.N.Y. 2006). *See also People v. Goston*, 9 A.D.3d 905 (N.Y. App. Div. 2004). Once again, the trial court remedied the violation by providing the defense an additional opportunity to examine the witnesses thereby finding reversal was not required.

519. In or about 2012, the trial court declared a mistrial because ECDA had committed a *Brady* violation by failing to disclose recorded telephone calls, and then destroying them. *People v. Maldonado*, 2014 N.Y. Slip Op. 8158 (4th Dep't 2014). At a subsequent trial, ECDA was precluded from using any recordings still in its possession, as a sanction for this Brady violation. *Id.*

520. In addition to the foregoing, ECDA was the subject of numerous judicial decisions, dating back to the 1960s, condemning its practices relating to violations of criminal defendants' constitutional rights, including inter alia, making improper, misleading, or false arguments to the jury and failing to properly discharge their constitutional and statutory duties to provide criminal

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

defendants with all of the materials to which they are both constitutionally and statutorily entitled, including:

(a) *People v. Anderson*, 25 A.D.2d 602 (4th Dept. 1966), the Appellate Division unanimously reversed a defendant's felony assault conviction because of the prosecution's failure to disclose the testimony of the complainant and a second witness before a separate grand jury investigating a second defendant's involvement in the same incident.

(b) *People v. Kampshoff*, 53 A.D.2d 325, 332 (4th Dept. 1976), the Appellate Division did not reverse, but it noted that the prosecution had failed to disclose a key witness's statements recorded in police reports.

(c) *People v. Mitchell*, 99 Misc.2d 332 (Sup. Ct., Erie Co. 1979), a Supreme Court justice had to order the ECDA to disclose grand jury testimony where there was "no question" that it was "exculpatory." The court warned that "compliance with Brady cannot be made with clue-dangling or gamesmanship in place of full disclosure." *Id.* (quoting *People v. Bottom*, 76 Misc.2d 525, 529 (Sup. Ct., N.Y. 1974)).

(d) *People v. Cadby*, 75 A.D.2d 713 (4th Dept. 1980), the Appellate Division held that the prosecution had impermissibly withheld the prior statement of a key witness, the complainant, recorded in a police report, evidently because it was not a signed statement. The prosecution waited to disclose the statement until the defense elicited its existence from the prosecution's last witness, the police officer who had recorded it—too late to use it to cross-examine the declarant.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

15.9.a

The Appellate Division remanded the case for a hearing into how prejudicial the error was to the defendant's right to a fair trial.

(e) *Matter of Potenza v. Kane*, 79 A.D.2d 467 (4th Dept. 1981), a mistrial had to be declared because of the trial prosecutor's apparent negligence in failing to disclose a tape recording of the defendant.

(f) *People v. Clark*, 89 A.D.2d 820 (4th Dept. 1982), the Appellate Division did not reverse due to lack of sufficient prejudice, but it noted that the prosecution did not disclose exculpatory material until near the close of the People's direct case.

521. On information and belief, not one of the prosecutors involved in any of the aforementioned cases was ever disciplined for these constitutional violations.

522. Indeed, despite this long history of exonerations of individuals wrongly convicted of crimes who were convicted because of ECDA's violations of their constitutional rights and the numerous judicial decisions disapproving of ECDA's conduct in criminal trials, ECDA's unconstitutional policies, customs, or practices, and/or ECDA's indifference to defendants' constitutional rights in criminal cases continues unabated to this day.

523. In 2023, Buffalo City Court Judge Rebecca L. Town issued a scathing opinion condemning ECDA's handling of its discovery obligations as well as its defense of same, finding that ECDA's own sworn attempt to justify its conduct "gives strong weight to the unmistakable conclusion that the People here are not taking their discovery obligations seriously and acting with due diligence." *People v. Nesbitt*, 81 Misc. 3d 907, 914 (Buffalo City Ct. Oct. 20, 2023).

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

Packet Pg. 868

524. While Nesbitt involved the application of New York Criminal Procedure Law § 245.20 as amended in 2020, it demonstrates ECDA's ongoing failure to abide by, or even understand, its constitutional discovery obligations.

525. In *Nesbitt*, after the defense specifically requested all body worn camera (BWC) footage relevant to the case, ECDA made a single request to the Buffalo Police Department (BPD) for the same. ECDA took no further action to obtain or produce the BWC and did not timely produce two separate BWC files to the defense.

526. Despite this failure, ECDA filed a statutorily required certificate of compliance, pursuant to which ECDA certified in good faith that "after exercising due diligence and making reasonable inquiries to ascertain the existence of material and information subject to discovery, the prosecutor has disclosed and made available all known material and information subject to discovery." N.Y. C.P.L. 245.20 and 245.50(1). The defense moved to dismiss the accusatory instrument, claiming that the certificate was invalid. Despite the undisputed existence of undisclosed BWC footage, ECDA opposed the defense's motion and affirmed that it had "done their due diligence, complied with our continuing discovery obligations, and filed our certificate of compliance and declared ready in good faith." *Id.* at 908.

527. Particularly "troubling" to the court was ECDA's assertion that the "People cannot turn over what we do not possess," referencing BWC footage in the BPD's possession. This is a clear misstatement of the law, clearly established in *Giglio*, supra and later codified in CPL § 245.20(2), that materials held by the police are imputed to the prosecution.

528. Finally, the Court rejected ECDA's claim that it had exercised the statutorily required due diligence by making a single request for the materials from the police near the end of the statutory discovery period.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

529. *Nesbitt* makes clear that ECDA's unconstitutional policies and practices with respect to discovery persist to the present day, notwithstanding the numerous exonerations of innocent people, like Ms. Lynch, convicted by ECDA over the past three decades, and the numerous judicial decisions finding misconduct by its prosecutors.

530. That the policy of the ECDA at the time of Ms. Lynch's trial was to achieve convictions at any cost and to tolerate, if not encourage, misconduct is shown by these cases, as well as by various circumstances that include, but are not limited to:

(a) the promotion of prosecutors to executive positions, and to handle the most significant of the office's trials, who had a reputation for and a history of such misconduct;

(b) the failure to adopt or utilize any manuals, rules, procedures, or training to prohibit or prevent such misconduct;

(c) the failure to take any disciplinary action when prosecutors committed misconduct or were found by courts to have done so, and

(d) the DA's actions, including in responding to Ms. Lynch's direct appeal and post-conviction efforts to vacate her conviction, continuing to hide and/or defending prosecutorial misconduct in Ms. Lynch's case and similar misconduct by prosecutors in other cases.

531. The ECDA trial prosecutor in Ms. Lynch's case faced no discipline for obtaining Ms. Lynch's prosecution—despite his numerous violations of Ms. Lynch's constitutional rights. Indeed, after Ms. Lynch's conviction, the ECDA trial prosecutor was promoted within the ECDA. The trial prosecutor eventually ran for District Attorney, received important endorsements from key members of ECDA, and was elected to replace District Attorney Clark in 2008, a position he

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

held until 2016. During that time, ECDA protected Ms. Lynch's wrongful conviction and, as detailed supra, continued to suppress exculpatory evidence and make misrepresentations of fact to courts considering Ms. Lynch's efforts to vacate her conviction.

532. ECDA's policy of deliberate indifference created an anything-goes or winning-is-everything mentality that was a substantial cause of the constitutional violations in Ms. Lynch's case and her resultant injuries.

ELEVENTH CAUSE OF ACTION
42 U.S.C. § 1983
***Monell* Municipal Liability for the Misconduct of Employees of the APD**
Against the Town of Amherst

533. Plaintiff repeats and realleges each allegation contained in the preceding paragraphs as if fully set forth herein.

534. At all relevant times, the Police Chief, John B. Askey; the captain of the detective bureau, Defendant Melton; detectives and other police officers employed by the APD were agents and employees of the Defendant Town.

535. Under the principles of municipal liability for federal civil rights violations, the APD Police Chief or his authorized delegates, including Defendant Captain Melton, during all times relevant to this Complaint, had final responsibility for training, instructing, supervising, and disciplining police officers and other employees of the APD with respect to the investigation and prosecution of criminal matters, including homicides.

536. The areas in which the Police Chief or his authorized delegates, including Defendant Captain Melton, were responsible for training, instructing, supervising, and disciplining police officers and other employees of the APD included but were not limited to:

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

(a) the constitutional obligation, pursuant to the Fourth, Fifth, and Fourteenth Amendments to the Constitution, not to initiate or continue a prosecution, and to cause a defendant's deprivation of liberty in a criminal case, without probable cause to believe he or she has committed a crime;

(b) the constitutional obligation, pursuant to the Fourth, Fifth, Sixth, and Fourteenth Amendments, not to fabricate or manufacture evidence, including the coercion of confessions and witness statements through illegal detentions without probable cause, threats, lies, or trickery and the preparation of false or materially misleading or incomplete reports, for use against criminal suspects and defendants in criminal prosecutions and trials;

(c) the constitutional obligation, pursuant to the Fourth, Fifth, Sixth, and Fourteenth Amendments, to make timely disclosure of evidence favorable to the defense to the prosecution for timely disclosure in turn to a criminal defendant for use during pretrial and trial proceedings at which the defendant's liberty is at stake.

537. During all times material to this Complaint, the Town of Amherst, through its policymaking officials in the APD, owed a duty to the public at large and to Ms. Lynch to implement policies, procedures, training, discipline, customs, regulations, and practices sufficient to prevent, deter, and avoid conduct by APD employees that would result in the violation of the above-mentioned constitutional obligations.

538. During all times material to this Complaint, these policymakers, including Defendant Captain Melton, to whom policymaking responsibilities for homicide

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

investigations had been delegated, knowingly and intentionally breached, or were deliberately indifferent to, this duty.

539. Furthermore, these policymakers created substantial incentives for their employees to commit the above-described constitutional violations by pressuring police officers, particularly homicide detectives handling high-profile investigations, to close cases and initiate prosecutions through coercion, trickery, falsification of reports, and suppression of evidence.

540. The aforesaid deliberate or de facto policies, procedures, practices, and/or customs (including the failure to properly instruct, train, supervise, and/or discipline employees) were implemented or tolerated by policymaking officials for the Defendant Town—including but not limited to the Police Chief, Defendant Captain Melton, Defendant Detectives, and the Amherst Police Department Club, Inc,—who knew, or should have known:

(a) to a moral certainty that such policies, procedures, practices, and/or customs concern issues that regularly arise during criminal investigations and prosecutions;

(b) that such issues present APD employees with difficult choices of the sort that instruction, training, supervision, and discipline will make less difficult;

(c) that APD employees facing such issues have significant incentives to make the wrong choices, especially given the pressure placed on APD employees to make arrests, close cases, and secure indictments and convictions;

(d) that the wrong choice by APD employees concerning such issues will frequently cause the deprivation of the constitutional rights of an accused person and cause him or her constitutional injury; and

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

(e) that APD employees had a history of making wrong choices in such matters.

541. At the time of Ms. Lynch's arrest and prosecution, APD policymaking officials were on notice of the risk of misconduct by APD employees that would violate the constitutional obligations identified in ¶ 536.

542. Town of Amherst policymaking officials were on notice based in part on numerous decisions of the United States Supreme Court, the United States Court of Appeals for the Second Circuit, the New York Court of Appeals, and the New York Appellate Divisions discussing the constitutional obligations of police officers during criminal investigations and prosecutions.

543. Town policymaking officials were also on notice based on the inherent obviousness of the need to train, supervise, and discipline police officers with respect to their constitutional obligations to counteract the pressure on such officers to close cases and to obtain arrests and convictions.

544. Indeed, APD policymakers knew, well before the Cicelsky investigation, that its unconstitutional policy, practice, or custom of improperly coercive interrogation tactics to obtain coerced, unreliable, or fabricated evidence in criminal investigations violated the constitutional rights of criminal defendants.

545. Indeed, two decades before Ms. Lynch's trial, the chief judge of the United States District Court for the Western District of New York condemned the very interrogation tactics used in this case. In *Robinson v. Smith*, 451 F. Supp. 1278 (W.D.N.Y. 1978) (Curtin, C.J.) the court condemned the same interrogation tactics used in this case: an illegal arrest, failure to *Mirandize*, threats, promises of benefits, use of incentivized informants, fraud and deceit, and an extended duration of interrogation. *Id.* at 1285-1292.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

(a) Specifically condemning the use of fraud and deceit, Chief Judge Curtin wrote, "This police practice is to be soundly condemned. Such deception clearly has no place in our system of justice." *Id.* at 1291.

(b) The investigating officers came from the Buffalo Police Department, the largest police department in the region and a department with whom APD routinely collaborates.

546. APD policymakers also knew at the time of the Cicelsky investigation that its unconstitutional policy, practice, or custom of improperly using incentivized, jailhouse informants to obtain coerced, unreliable, or fabricated evidence in criminal investigations; failing to maintain systems to track, vet, and disclose the use of jailhouse informants; failing to disclose benefits conferred upon jailhouse informants; failing to disclose jailhouse informants' history of cooperation in violation of *Brady v. Maryland* and its progeny; and failing to evaluate the credibility of jailhouse informants violated the constitutional rights of defendants in criminal cases.

547. Indeed, APD encouraged or tolerated these practices by failing to supervise, train, and discipline officers who engaged in unconstitutional practices related to jailhouse informants.

548. At the same time APD was pursuing Ms. Lynch in connection with the Cicelsky murder, APD enlisted the very same incentivized jailhouse informant, Raquel Hunter, to provide substantially similar testimony against another defendant, Dorothy Jones. Ms. Jones was tried during the same week of February 1998 as Ms. Lynch and, like Ms. Lynch, was convicted despite her claims of innocence. Ms. Hunter's cooperation in the Jones case was not disclosed to Ms. Lynch by the prosecution prior to trial, nor was Ms. Hunter's history of cooperation with APD or any other law enforcement agency.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

549. These cases and numerous other cases prior to and during the pendency of the Cicelsky murder case placed APD policymakers on notice about the coercive and otherwise improper investigation and interrogation tactics employed by APD in Ms. Lynch's case, which resulted in her wrongful conviction.

550. Finally, demonstrating APD's deliberate indifference to these constitutional violations, the very same misconduct that caused Ms. Lynch's wrongful conviction continued for years after Ms. Lynch's conviction.

551. In 2004, APD and the Buffalo Police Department jointly investigated a supposed robbery. This joint investigation resulted in the conviction of Keyontay Ricks, an African-American resident of Amherst, New York, who had committed no crime. Indeed, as it was later determined, no robbery had occurred at all.

552. Mr. Ricks's conviction was vacated in January 2017 based on newly discovered evidence demonstrating that no robbery had, in fact, occurred. *Ricks v. Brown,* No. 20-CV-00043-LJV-HBS, 2020 U.S. Dist. LEXIS 172627, at *3 (W.D.N.Y. Sep. 21, 2020). Mr. Ricks filed several lawsuits alleging violations of his civil rights by members of both the APD and the Buffalo PD. In particular, Mr. Ricks alleged that a member of APD suppressed favorable information, fabricated inculpatory evidence, and pursued a criminal case against him as a result of his racial animus against African Americans.

553. Despite this notice, at the time of the Cicelsky murder in May 1995, and through Ms. Lynch's trial in February 1998, APD policymaking officials failed to adequately instruct, train, discipline, and supervise police officers with respect to their obligations (1) to disclose to the defense or to prosecutors, evidence impeaching the credibility of prosecution witnesses or tending to exculpate criminal suspects or defendants; (2) to make a record of coercion or inducement of witnesses and of witnesses' prior inconsistent statements; (3) to preserve rather than destroy their

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

handwritten notes; (4) to refrain from fabricating evidence, including by using coercion or deception to obtain false confessions and witness statements and preparing false, materially misleading, or incomplete reports; and (5) to refrain from initiating or continuing a prosecution without probable cause.

554. The issues of whether to preserve and to disclose evidence favorable to the defense to prosecutors or to the defense, how to ensure that evidence is not fabricated through false confessions and witness statements and false, misleading, or incomplete reports, and how to ensure that a prosecution is not initiated or continued without probable cause regularly arise in criminal investigations and prosecutions.

555. Nevertheless, the APD provided no or plainly inadequate *Brady*-related training; provided no or plainly inadequate training concerning making and preserving a record of information that was favorable to a criminal suspect or defendant; had no policies at all, or at least no policies that were adequately made known to detectives, requiring disclosure of *Brady* material; and did not discipline officers who failed their constitutional duty to disclose such information to prosecutors.

556. Similarly, the APD:

(a) provided no or plainly inadequate training on interview and interrogation protocols to ensure the truthfulness of confessions and witness statements;

(b) affirmatively encouraged officers to illegally detain witnesses and suspects for interrogation and use or to close their eyes to coercive interview and interrogation tactics likely to lead to false confessions and witness statements;

(c) provided no or plainly inadequate training on preparing reports that are truthful, accurate, and complete;

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

(d) had no policies at all, or at least no policies that were adequately made known to detectives, discouraging officers from using coercive interview and interrogation tactics, including the unlawful detention of witnesses and suspects, without probable cause, likely to lead to false confessions and witness statements;

(e) encouraged or at least tolerated detectives' practice to refrain from making a record of information favorable to suspects and defendants and to destroy their notes, and did not discipline officers who fabricated evidence by coercing false confessions and witness statements and preparing false, materially misleading, or incomplete reports.

557. Indeed, rather than provide formal training on lawful interrogation techniques, the APD endorsed on-the-job training by detectives who had a history and practice of unlawfully coercing witnesses, thereby perpetuating such practices and creating an atmosphere in which detectives assumed either that such techniques were appropriate or that, even if inappropriate or unlawful, they would get away with them without personal consequence to them.

558. The APD also provided no or plainly inadequate training on how to ensure that probable cause exists to initiate or continue a prosecution, including ensuring that the prosecution is not initiated or continued based on the use of manufactured or otherwise unreliable evidence.

559. APD policymaking officials had, before Ms. Lynch's arrest, issued no General Order provision or other written directive to officers concerning when, if at all, to disclose information favorable to a criminal suspect or defendant to prosecutors.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

560. With deliberate indifference to such misconduct, APD policymaking officials failed to take adequate steps to train, supervise, or discipline APD employees to prevent or deter such constitutional violations from occurring.

561. As a result of the foregoing, at the time of the investigation of the Cicelsky murder, it was the policy, custom or practice of APD detectives to coerce false statements from suspects and witnesses, through unlawful investigatory detentions without probable cause and other means, to prepare false or misleading investigative reports, to fail to document information that was favorable to suspects and defendants or to destroy their notes containing such information, and to withhold evidence and information favorable to a criminal suspect or defendant from prosecutors.

562. Additionally, detectives were encouraged to engage in such illegal activities by their knowledge that it would be at the very least tolerated and excused by APD policymakers for whom closing high-profile cases with arrests was the priority.

563. This is apparent from the knowing participation in such illegal activities, during the Cicelsky investigation by Defendant Melton, the Captain of the Detective Bureau, and the policymaking official for the department with respect to homicide investigations.

564. Indeed, Defendant Melton ratified the conduct of the unit he led and made it into municipal policy by approving the arrest of Ms. Lynch, falsifying records, terminating a fingerprint analysis because it implicated Suspect C, and swearing to false facts that initiated the prosecution.

565. That the Detective Bureau and many of its officers knowingly participated in fabricating a case against Ms. Lynch, documenting their fabricated case through a series of false or misleading investigative reports, omitting information favorable to Ms. Lynch from their

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

15.9.a

reports, destroying their notes, and withholding information favorable to a criminal suspect or defendant from the prosecutors, proves the existence of an anything-goes culture of illegality that policymakers' indifference to such misconduct predictably had wrought and that such misconduct was, at that time, the policy, custom and practice of the APD.

566. The aforementioned unconstitutional or deliberately indifferent policies, procedures, training, discipline, customs, regulations, and/or practices of the APD were a direct, foreseeable, proximate, and/or substantial cause of the violations of Ms. Lynch's federal constitutional rights in this case by employees of the APD and her resulting injuries.

567. By virtue of the foregoing, the Defendant Town is liable for the violation of Ms. Lynch's constitutional rights pursuant to 42 U.S.C. § 1983 and her resultant injuries.

STATE LAW CLAIMS

TWELVTH CAUSE OF ACTION
Malicious Prosecution
Against Defendants Melton, LaCorte, and Klimczak

568. Plaintiff hereby incorporates by reference all of the foregoing paragraphs and further alleges as follows:

569. Defendants Melton, LaCorte, and Klimczak, despite knowing that probable cause did not exist to arrest and prosecute Renay Lynch for the robbery and murder of Louise Cicelsky, intentionally, recklessly, and with malice caused Ms. Lynch to be arrested and prosecuted for the robbery and murder of Louise Cicelsky, and to be convicted of those crimes. (*See* ¶¶ 172, 202-204, 244, 254, 283-86, 287, 317, 337-44 *supra*). Furthermore, these Defendants intentionally withheld from and misrepresented to Ms. Lynch's defense counsel, the grand juries, the courts, and Ms. Lynch's trial jury facts that further vitiated probable cause against her. (*See id. supra*).

570. Ms. Lynch is completely innocent of the robbery and murder of Louise Cicelsky. The prosecution finally terminated in Ms. Lynch's favor after the conviction was vacated on

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

15.9.a

December 11, 2023, and the indictment was dismissed on January 4, 2024. She was subsequently released from custody.

571. As a direct and proximate result of these Defendants' actions, Ms. Lynch was wrongly convicted and imprisoned for twenty-five years and suffered the other grievous and continuing damages and injuries set forth above.

THIRTEENTH CAUSE OF ACTION
Intentional, Reckless, or Negligent Infliction of Emotional Distress
Against Defendants Melton, LaCorte, and Klimczak

572. Plaintiff hereby incorporates by reference all of the foregoing paragraphs and further alleges as follows:

573. The improper, deliberate, and traumatizing conduct of the Defendant Melton, LaCorte, and Klimczak in deliberately and knowingly causing, or recklessly disregarding the risk of causing, the wrongful prosecution, conviction, incarceration, and concomitant severe emotional distress, was extreme and outrageous, and directly and proximately caused the grievous injuries and damages set forth above.

574. In the alternative, Defendant Melton, LaCorte, and Klimczak negligently and grossly negligently, and in breach of their duties owed to Ms. Lynch to, *inter alia*, refrain from relying on statements from witnesses that these Defendants knew or should have known were false; refrain from fabricating evidence; refrain from using suggestive techniques and/or direct suggestion and/or coercive techniques in interviews and interrogations to obtain false witness statements; refrain from failing to disclose material exculpatory and/or impeachment evidence; and otherwise act to deny Renay Lynch due process of law, directly and proximately caused Renay Lynch to be falsely arrested, maliciously prosecuted, and wrongly imprisoned for twenty-five years. Defendants' actions unreasonably endangered Ms. Lynch's physical and mental health and

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

Packet Pg. 881

safety, and caused her to suffer physical and emotional harm, including physical ailments resulting from the circumstances and duration of her wrongful incarceration.

575. These Defendants engaged in these acts within the scope of their employment.

576. These claims are tolled as these Defendants concealed from Renay Lynch—and still are concealing to this day—their wrongful conduct giving rise to this cause of action.

FOURTEENTH CAUSE OF ACTION
State Law Negligence
Against Defendants Melton, LaCorte, and Klimczak

577. Plaintiff hereby incorporates by reference all of the foregoing paragraphs and further alleges as follows:

578. Defendant Detectives are liable for negligence, having breached their duty of reasonable care to Renay Lynch. Specifically, and by way of example, these Defendants:

a. failed to accurately and timely report how Ms. Lynch's became a suspect in the crimes and how these Defendants obtained Ms. Lynch's "confession" statements;

b. failed to accurately and timely report the results of fingerprint analyses that would have cleared Ms. Lynch and Kareem Walker and that would have placed Suspect C in probative locations within Ms. Cicelsky's apartment;

c. failed to properly preserve or maintain evidence;

d. failed to disclose fingerprints implicating Suspect C, the downstairs tenant, and exonerating Ms. Lynch;

e. failed to properly investigate leads in the investigation which suggested that others, including Suspect C, were responsible for Louise Cicelsky's murder and that Ms. Lynch was not involved.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

15.9.a

579. These Defendants also negligently failed to have, or adhere to, adequate policies and procedures for maintaining their investigatory actions as well as preserving and tracking physical evidence in their possession. These negligent acts also led to the "misplacement" of critical evidence such as the latent fingerprints from the scene which contained additional exculpatory evidence.

580. These Defendants' negligence and gross negligence directly and proximately caused Renay Lynch to be wrongfully prosecuted and imprisoned for twenty-five years and/or extended the length of time she was wrongfully imprisoned.

581. These Defendants engaged in these acts within the scope of their employment.

582. Renay Lynch is completely innocent of the robbery and murder of Louis Cicelsky. Renay Lynch's cause of action for negligence was unavailable to her until the prosecution finally terminated in her favor after the conviction was vacated on December 11, 2023, and the indictment was dismissed on January 4, 2024. These claims are tolled as these Defendants concealed from Renay Lynch—and still are concealing to this day—their conduct giving rise to this cause of action.

FIFTEENTH CAUSE OF ACTION
Article I, §§ 5, 6, and 12 of the New York State Constitution
Against Defendant Melton, LaCorte, and Klimczak

583. Plaintiff hereby incorporates by reference all the foregoing paragraphs and further alleges as follows:

584. The conduct of Defendant Melton, LaCorte, and Klimczak, described above, also violated Ms. Lynch's rights under the New York State Constitution, Article I, §§ 5, 6 and 12, to due process of law and to be free from unreasonable searches and seizures.

585. Renay Lynch is completely innocent of the robbery and murder of Louise Cicelsky.

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

Packet Pg. 883

The prosecution finally terminated in Ms. Lynch's favor after the conviction was vacated on December 11, 2023, and the indictment was dismissed on January 4, 2024.

586. As a direct and proximate result of these Defendants' actions, Ms. Lynch was wrongly imprisoned for twenty-five years and suffered the other grievous and continuing damages and injuries set forth above.

SIXTEENTH CAUSE OF ACTION
Respondeat Superior
Against Defendant Town of Amherst and the County of Erie

587. Plaintiff hereby incorporates by reference all of the foregoing paragraphs and further alleges as follows:

588. At all times relevant to this Complaint, Defendant Detectives and the Amherst Police Department Club, Inc, (the "Club") acted as agents of the Town of Amherst, in furtherance of the business, including law enforcement functions, of the Town of Amherst, and within the scope of their employment or agency with the Town of Amherst.

589. The conduct by which the Defendant Detectives committed the torts of malicious prosecution, intentional, reckless, or negligent infliction of emotional distress, and negligence was not undertaken for the Defendant Detectives' personal motives, but rather was undertaken while the Police Defendants were on duty, carrying out their routine investigative functions as detectives and police officers.

Under the doctrine of *respondeat superior*, the Town of Amherst and the County of Erie are liable for their agents' state law torts of malicious prosecution, intentional, reckless, or negligent infliction of emotional distress, and negligence.

WHEREFORE, Plaintiff Renay Lynch, prays for the following relief:

a. That the Court award compensatory damages to her and against the defendants, jointly and severally, in an amount to be determined at trial;

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

b. That the Court award punitive damages to her against all individual defendants, in an amount to be determined at trial, that will deter such conduct by defendants in the future;

c. For a trial by jury;

d. For pre-judgment and post-judgment interest and recovery of her costs, including reasonable attorneys' fees pursuant to 42 U.S.C. § 1988 for all 42 U.S.C. § 1983 claims; and

e. For any and all other relief to which she may be entitled.

Dated: New York, New York
January 23, 2025

FISHER & BYRIALSEN PLLC
99 Park Avenue, PH Suite/ 26 Floor
New York, NY 10016
(303) 256-6345

/s/ Jane Fisher-Byrialsen
Jane Fisher-Byrialsen
Pro hac vice forthcoming

BELDOCK LEVINE & HOFFMAN LLP
99 Park Avenue, PH Suite/ 26 Floor
New York, NY 10016
(212) 490-0400

Luna Droubi
Marc Cannan
Karen Dippold
Tala Alfoqaha*

NEWIRTH LINEHAN PLLC
43 West 43rd Street, Suite 160
New York, NY 10036

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

(917) 426-5551

Karen A. Newirth
Pro hac vice forthcoming

Attorneys for Plaintiff Renay Lynch

*bar admission pending

Attachment: DOC012925-01292025142217 (COM-2025-19 : Complaint: Renay Lynch Vs. Town of Amherst Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Clerk
DOC ID: 30040

COMMUNICATION 2025-20

REFERRED

Summons and Complaint: Servbank, SB Vs. Town of Amherst Et Al.

3/10/2025
Referred to Town Attorney

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

----------X

SUMMONS

SERVBANK, SB

Plaintiff,

vs

JULIE A. BERST, TOWN OF AMHERST, THE SUMMIT FEDERAL CREDIT UNION, TONAWANDA CITY COURT

JOHN DOE (Those unknown tenants, occupants, persons or corporations or their heirs, distributees, executors, administrators, trustees, guardians, assignees, creditors or successors claiming an interest in the mortgaged premises.)

Defendant(s).

----------X

MORTGAGED PREMISES:
153 Brookside Terrace West
Tonawanda, NY 14150

FEB 6 2025 PM3:40

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in the above captioned action and to serve a copy of your Answer 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 completion of service where service is made in any other manner than by personal delivery within the State. The United States of America, if designated as a Defendant in this action, may answer or appear within sixty (60) days of service hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

NOTICE
YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your

Attachment: DOC020725-02072025084338 (COM-2025-20 : Summons and Complaint: Servbank, SB Vs. Town of Amherst Et Al.)

property.

Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Erie County is designated as the place of trial. The basis of venue is the location of the mortgaged premises foreclosed herein.

Dated: December 24, 2024

Jonathan Jacobs

Jonathan W Jacobs, Esq.
Gross Polowy LLC
Attorneys for Plaintiff
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221
Tel.: (716) 204-1700

Attachment: DOC020725-02072025084338 (COM-2025-20 : Summons and Complaint: Servbank, SB Vs. Town of Amherst Et Al.)

15.10.a

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

----------X

COMPLAINT

SERVBANK, SB

Plaintiff,

vs

JULIE A. BERST, TOWN OF AMHERST, THE SUMMIT FEDERAL CREDIT UNION, TONAWANDA CITY COURT

JOHN DOE (Those unknown tenants, occupants, persons or corporations or their heirs, distributees, executors, administrators, trustees, guardians, assignees, creditors or successors claiming an interest in the mortgaged premises.)

Defendant(s).

----------X

MORTGAGED PREMISES:
153 Brookside Terrace West
Tonawanda, NY 14150

The Plaintiff by its attorneys, Gross Polowy LLC, for its complaint against the Defendant(s) alleges upon information and belief as follows:

1. Plaintiff, SERVBANK, SB a State Chartered Bank organized and existing under the laws of the United States of America, having its principal office 3138 E. Elwood St. Phoenix AZ 85034 and the owner and holder of the subject note and mortgage or has been delegated authority to institute this mortgage foreclosure action by the owner and holder of the subject note and mortgage and has the right to foreclose. Attached here as Schedule A is a copy of the original note.

2. On or about November 4, 2020, Julie A. Berst executed and delivered a note (incorporated herein as Schedule A) whereby Julie A. Berst promised to pay the sum of $181,649.00 plus interest on the unpaid amount due.

3. As security for the payment of the note Julie A. Berst duly executed and delivered a mortgage, in the amount of $181,649.00 which was recorded as follows.

Recording Date: November 4, 2020
Book 13963/Page 7582
Office of the Erie County Clerk

Attachment: DOC020725-02072025084338 (COM-2025-20 : Summons and Complaint: Servbank, SB Vs. Town of Amherst Et Al.)

The mortgage was subsequently assigned to Servbank, SB.

4. The mortgaged property is known as 153 Brookside Terrace West, Tonawanda, NY 14150. The tax map designation is Section 52.49 Block 2 Lot 20. Plaintiff is foreclosing the land, buildings, and other improvements located on the property. The property is more fully described in Schedule B attached to this complaint.

5. Julie A. Berst failed to comply with the conditions of the note and mortgage by not making the payment that was due on July 1, 2024 and subsequent payments.

6. There is now due and owing on the note and mortgage the following amounts:

Principal Balance: $167,279.81
Interest Rate: 3.125%
Date Interest Accrues from: June 1, 2024

Together with accrued late charges, monies advanced for taxes, assessments, insurance, securing, inspections, posting of notices, maintenance and preservation of the property.

7. In order to protect the value of the property and its rights in the property, the Plaintiff may have to pay additional taxes, assessments, water charges, insurance premiums and other charges and the costs, allowances, expenses of sale, and reasonable attorney's fees for the foreclosure. Plaintiff requests that any amount it pays, together with interest, be included in the total amount due.

8. The defendant(s) may have an interest encumbering the property, which is either subordinate to Plaintiff's mortgage, or paid in full, equitably subordinated, or adverse to Plaintiff's mortgage. The interest of each defendant is set forth in "Schedule C" of this complaint.

9. The interest or lien of the United States of America, the State, City or local government entity is set forth in "Schedule D" of this complaint.

10. Plaintiff has complied with sections 1304 and 1306 of the Real Property Actions and Proceedings Law and with all provisions of section 595-a of the Banking Law and any rules or regulations promulgated there under, and, if applicable, sections 6-l or 6-m of the Banking law.

11. No prior action was brought to recover any part of the mortgage debt.

WHEREFORE, PLAINTIFF DEMANDS:

a. Judgment accelerating the maturity of the debt and determining the amount due Plaintiff for principal, interest, late charges, taxes, assessments, insurance, maintenance and preservation of the property and other similar charges, together with costs, allowances, expenses of sale, reasonable attorney's fees, all with interest, pursuant to the terms of the Note and Mortgage.

Attachment: DOC020725-020720250843338 (COM-2025-20 : Summons and Complaint: Servbank, SB Vs. Town of Amherst Et Al.)

b. That the property be sold at auction to the highest bidder in accordance with the referee's terms of sale.
c. That the interest of the defendant(s) and all persons claiming by or through them be foreclosed and their title, right, claim, lien, interest or equity of redemption to the property be forever extinguished.
d. That out of the sale proceeds, the Plaintiff be paid the amounts due for principal, interest, late charges, taxes, assessments, insurance, securing, inspections, posting of notices, maintenance and preservation of the property, and other similar charges, together with court costs, allowances, expenses of sale, and reasonable attorney's fees, all with interest.
e. That the property be sold in as is condition and subject to the facts an inspection or accurate survey of the property would disclose, covenants, restrictions, easements and public utility agreements of record, building and zoning ordinances and violations, and the equity of redemption of the United States of America.
f. That Plaintiff may purchase the property at the sale.
g. That a receiver be appointed for the property, if requested by Plaintiff.
h. That a deficiency judgment against Julie A. Berst, to the extent allowable by law, for the amount that remains due after distribution of the sale proceeds, unless the debt was discharged in a bankruptcy or is otherwise uncollectable, be granted if requested by Plaintiff.
i. That if the Plaintiff possesses other liens against the property, they not merge with the mortgage being foreclosed and that Plaintiff, as a subordinate lien holder, be allowed to share in any surplus proceeds resulting from the sale.
j. That the Court award Plaintiff additional relief that is just, equitable and proper.

Dated: December 24, 2024

Jonathan Jacobs

Jonathan W Jacobs, Esq.
Gross Polowy LLC
Attorneys for Plaintiff
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221
Tel.: (716) 204-1700

Attachment: DOC020725-02072025084338 (COM-2025-20 : Summons and Complaint: Servbank, SB Vs. Town of Amherst Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Clerk
DOC ID: 30127

COMMUNICATION 2025-21 **REFERRED**

Summons and Complaint: Wilmington Savings Fund Society, FSB Vs. Town of Amherst Et Al.

3/10/2025
Referred to Town Attorney

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

Index Number: 802485/2025 Filed: 2/10/2025

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

INDEX NO.

WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE OF CSMC 2018-SP3 TRUST,

Plaintiff,

vs.

DANIEL E. MORRIS A/K/A DANIEL MORRIS; DONNA MORRIS A/K/A DONNA M. MORRIS; TOWN OF AMHERST,

"JOHN DOE #1" through "JOHN DOE #12," the last twelve names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the premises, described in the complaint,

Defendants.

Plaintiff designates ERIE as the place of trial situs of the real property

SUMMONS

Subject Property:
205 HEIM ROAD
AMHERST A/K/A WILLIAMSVILLE
A/K/A BUFFALO, NY 14221

To the above named Defendants

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York) in the event the United States of America is made a party defendant, the time to answer for the said United States of America shall not expire until (60) days after service of the Summons; 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.

24-246600 - NIA

Drafter:Nicole Allen

Attachment: DOC022625-022620250858O5 (COM-2025-21 : Summons and Complaint: Wilmington Savings Fund Society, FSB Vs. Town of

516-280-7675 (Phone)
516-280-7674 (Fax)

Attorney(s) for WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE OF CSMC 2018-SP3 TRUST

Attachment: DOC022625-022620250858O5 (COM-2025-21 : Summons and Complaint: Wilmington Savings Fund Society, FSB Vs. Town of

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

Sending a payment to the mortgage company will not stop the foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Please take further notice that any right you may have pursuant to the Fair Debt Collection Practices Act to dispute the validity or amount of the debt does not change the time within which you must answer this summons and complaint. You must follow the instructions contained in the summons even if you dispute the validity or amount of the debt.

Dated: January 13, 2025

Robertson, Anschutz, Schneid,
Crane & Partners, PLLC
Attorney for Plaintiff

BY: _____
[ ] SARA Z. BORISKIN, ESQ.
[ ] ANTHONY CELLUCCI, ESQ.
[x] SCOTT R. WEISS, ESQ.
[ ] KELLY R. FABER, ESQ.
900 Merchants Concourse, Suite 310
Westbury, NY 11590
516-280-7675

24-246600 - NIA

Drafter:Nicole Allen

Attachment: DOC022625-022625085805 (COM-2025-21 : Summons and Complaint: Wilmington Savings Fund Society, FSB Vs. Town of

Index Number: 802485/2025 Filed: 2/10/2025

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE OF CSMC 2018-SP3 TRUST,

Plaintiff,

vs.

DANIEL E. MORRIS A/K/A DANIEL MORRIS; DONNA MORRIS A/K/A DONNA M. MORRIS; TOWN OF AMHERST,

"JOHN DOE #1" through "JOHN DOE #12," the last twelve names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the premises, described in the complaint,

Defendants.

INDEX NO.

COMPLAINT

Subject Property:
205 HEIM ROAD
AMHERST A/K/A WILLIAMSVILLE A/K/A
BUFFALO, NY 14221

The complaint of the above-named plaintiff, by Robertson, Anschutz, Schneid, Crane & Partners, PLLC, its attorneys, alleges upon information and belief as follows:

1. Plaintiff is organized under the laws of the United States of America or its state of formation.
2. On May 24, 1999, DANIEL E. MORRIS A/K/A DANIEL MORRIS duly executed and delivered a note whereby DANIEL E. MORRIS A/K/A DANIEL MORRIS promised to pay the sum of $87,750.00 plus interest as set forth in said note. A copy of said note is annexed hereto.
3. Plaintiff, directly or through an agent has complied with all applicable laws in an attempt to establish ownership and/or possession of the subject note and the right to foreclosure of same. Plaintiff has possession and control of the original note and mortgage, which note is secured by the mortgage identified below, and the said note is either made payable to Plaintiff or is duly indorsed. To the extent that the original note or interim assignments of mortgage are lost or unavailable, Plaintiff has the right to foreclose the subject note and mortgage pursuant to New York law.

Attachment: DOC022625-022625085805 (COM-2025-21 : Summons and Complaint: Wilmington Savings Fund Society, FSB Vs. Town of

4. That to secure the payment of the sum represented by said note, DANIEL E. MORRIS A/K/A DANIEL MORRIS AND DONNA MORRIS A/K/A DONNA M. MORRIS, duly executed and delivered a mortgage which was recorded as follows and the mortgage tax thereon was duly paid:

   Recording Date: May 24, 1999

   County: ERIE

   Book 12840 Page 0116

   Said mortgage was assigned to Plaintiff by assignment of mortgage duly executed on a date prior to the filing of the complaint. A copy of said mortgage is annexed hereto.

5. Said mortgage secured the real property known as 205 HEIM ROAD, AMHERST A/K/A WILLIAMSVILLE A/K/A BUFFALO, NEW YORK 14221 and by Section 41.19, Block 7, Lot 3 together with all fixtures and articles of personal property annexed to, installed in, or used in connection with the mortgaged premises, all as is more fully set forth in said mortgage. A copy of the legal description is set forth on Schedule A annexed.

6. Said loan was modified. As evidence of the modification, a Loan Modification Agreement was executed on or about March 9, 2011.

7. Plaintiff is the owner and holder of said note and mortgage or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the said note and mortgage.

8. Plaintiff has complied with all conditions precedent contained in the mortgage, if any.

9. To the extent applicable, Plaintiff has complied with RPAPL 1304 and RPAPL 1306.

10. To the extent applicable, Plaintiff has complied with all of the provisions of Banking Law section 595-a and any rules and regulations promulgated thereunder, Banking Law sections 6-1 and 6-m.

11. That Defendants failed to comply with the conditions of the note and mortgage by failing to make the payment that became due on May 01, 2024 and each subsequent payment thereafter.

12. That by reason of such defaults, Plaintiff hereby declares the balance of the principal indebtedness immediately due and payable.

Attachment: DOC022625-022625085805 (COM-2025-21 : Summons and Complaint: Wilmington Savings Fund Society, FSB Vs. Town of

13. That there is now due and owing to the plaintiff, the principal sum of $42,953.97 with interest thereon from April 01, 2024 plus a deferred amount of $2,708.25 plus accumulated late charges together with any sums advanced by the plaintiff on behalf of defendant.
14. That plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of the payment after the date of the commencement of this action, of any or all of the defaults mentioned herein; and such election shall continue and remain effective until the costs and disbursements of this action, and any and all future defaults under the aforesaid bond or note and mortgage, and occurring prior to the discontinuance of this action are fully paid.
15. That to protect its security afforded by said note and mortgage, it may be necessary for the plaintiff to pay taxes, assessments, water rates and insurance premiums which are, or may become liens on the mortgaged premises, and any other charges for the protection of the premises, and plaintiff hereby demands that any amounts which may be so expended shall be added to the amount of the principal sum secured by said note and mortgage, together with interest from the time of any such payment, and that the same be paid to the plaintiff from the proceeds of the foreclosure sale herein.
16. That the plaintiff alleges that no other proceedings have been had for the recovery of the mortgage indebtedness or if any such action is pending, a final judgment was not rendered in favor of Plaintiff and such action is intended to be discontinued.
17. That plaintiff further alleges that all the defendants have, or may claim to have, some interest in, or lien upon the mortgaged premises, or some part thereof, which interest or lien, if any, is subject and subordinate to the lien of the mortgage being foreclosed.
18. The description of each of the named party defendants interest is set out on Schedule "B" annexed.
19. The interest or lien of each of the named party defendants, if any, is set forth in Schedule "C" annexed.
20. The terms of said mortgage provide that defendants shall be liable to plaintiff for reasonable attorneys' fees incurred by plaintiff to protect or enforce plaintiff's security interest in the premises.
21. That the sale of the mortgaged premises and title thereto are subject to the state of facts an accurate survey will show; all covenants, restrictions, easements, agreements and reservations, if any, of

Attachment: DOC022625-022625085805 (COM-2025-21 : Summons and Complaint: Wilmington Savings Fund Society, FSB Vs. Town of

record, and to any and all violations thereof; any and all building and zoning regulations, restrictions and ordinances of the municipality in which said premises are situated, and to any violations of the same, including, but not limited to, reapportionment of lot lines, and vault charges, if any; any and all orders or requirements issued by any governmental body having jurisdiction against or affecting said premises and any violation of the same; the physical condition of any building or structure on the premises as of the date of closing hereunder; rights of tenants in possession, if any; prior mortgages and judgments, if any, now liens of record; right of Redemption of United States of America, if any; rights of any defendants pursuant to CPLR Section 317, CPLR Section 2003 and CPLR Section 5015, if any; any and all Hazardous Materials in the premises including, but not limited to, flammable explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, and toxic substances; and other conditions as set forth in the terms of sale more particularly to be announced at the sale.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Attachment: DOC022625-022625085805 (COM-2025-21 : Summons and Complaint: Wilmington Savings Fund Society, FSB Vs. Town of

WHEREFORE, plaintiff demands judgment against the defendants as follows:

A. The defendants and each of them, and all persons claiming under them, or any of them subsequent to the commencement of this action and the filing of the Notice of Pendency thereof, may be barred and foreclosed of all right, title, claim, lien and equity of redemption in the mortgaged premises;

B. Said mortgaged premises be sold subject to the state of facts an accurate survey will show; all covenants, restrictions, easements, agreements and reservations, if any, of record, and to any and all violations thereof; any and all building and zoning regulations, restrictions and ordinances of the municipality in which said premises are situated, and to any violations of the same, including, but not limited to, reapportionment of lot lines, and vault charges, if any; any and all orders or requirements issued by any governmental body having jurisdiction against or affecting said premises and any violation of the same; the physical condition of any building or structure on the premises as of the date of closing hereunder; rights of tenants in possession, if any; prior mortgages and judgments, if any, now liens of record; right of Redemption of United States of America, if any; rights of any defendants pursuant to CPLR Section 317, CPLR Section 2003 and CPLR Section 5015, if any; any and all Hazardous Materials in the premises including, but not limited to, flammable explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, and toxic substances; and other conditions as set forth in the terms of sale more particularly to be announced at the sale.

C. Said premises may be decreed to be sold in one parcel according to law subject to the various items set forth in allegations of the complaint herein;

D. The monies arising from the sale may be brought into court;

E. Plaintiff may be paid the amount due on said note and mortgage as alleged herein, together with interest to the time of such payment, together with the sums expended by plaintiff prior to and during the pendency of this action, and for thirty days after any sale demanded herein for taxes, water rates, sewer rents, assessments, insurance premiums and other necessary and essential charges or expenses in connection therewith to protect the mortgage lien, plus any sums expended for the protection or preservation of the property covered by said mortgage and note, and the amount secured thereby, with interest thereon from the time of such payment and the costs and expenses of this action including reasonable attorneys' fees so far as the amount of such monies properly applicable thereto will pay the same;

F. The plaintiff be decreed to be the owner of any and all personal property used in connection with the said mortgaged premises, except if discharged in bankruptcy;

Attachment: DOC022625-022625085805 (COM-2025-21 : Summons and Complaint: Wilmington Savings Fund Society, FSB Vs. Town of

G. The obligors may be adjudged to pay any deficiency which may remain after applying all of said monies so applicable thereto unless the obligors were discharged in bankruptcy;

H. awarding the relief requested in the additional causes of action stated in the complaint, if any;

I. Plaintiff shall have such other and further relief or both, in the premises as shall be just and equitable.

Dated: January 13, 2025

Robertson, Anschutz, Schneid,
Crane & Partners, PLLC
Attorney for Plaintiff

BY:_____
[ ] SARA Z. BORISKIN, ESQ.
[ ] ANTHONY CELLUCCI, ESQ.
[x] SCOTT R. WEISS, ESQ.
[ ] KELLY R. FABER, ESQ.
900 Merchants Concourse, Suite 310
Westbury, NY 11590
516-280-7675

Attachment: DOC022625-022620250858O5 (COM-2025-21 : Summons and Complaint: Wilmington Savings Fund Society, FSB Vs. Town of

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Town Clerk
DOC ID: 30134

COMMUNICATION 2025-22 **REFERRED**

Summons and Complaint: PHH Mortgage Corporation Vs. Town of Amherst Et Al.

3/10/2025
Referred to Town Attorney

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

15.12.a

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

----------X

PHH MORTGAGE CORPORATION,

INDEX NO.:
DATE FILED:

Plaintiff,

-against-

CORINNE RILEY AS ADMINISTRATOR OF THE ESTATE OF NORMAN R. LIPKUS, CHARLENE SHOTWELL AS HEIR TO THE ESTATE OF NORMAN R. LIPKUS, ROGER LIPKUS AS HEIR TO THE ESTATE OF NORMAN R. LIPKUS, DENISE JAMES AS HEIR TO THE ESTATE OF NORMAN R. LIPKUS, PEOPLE OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, TOWN OF AMHERST,

"JOHN DOE #1" through "JOHN DOE #12," the last twelve names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the Subject Property described in the Complaint,

Defendants.

----------X

SUMMONS

Plaintiff designates Erie County as the Place of Trial

Designation of Venue is based upon the situs of the Subject Property

Subject Property:
19 Manser Drive
Amherst, NY 14226

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this Summons, to serve a notice of appearance on the Plaintiff's Attorney 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) in the event the United States of America is made a party defendant, the time to answer for the said United States of America shall not expire until sixty (60) days

Attachment: DOC022825-022820250900051 (COM-2025-22 : Summons and Complaint: PHH Mortgage Corporation Vs. Town of Amherst Et Al.)

15.12.a

after service of the Summons; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

Sending a payment to the mortgage company will not stop the foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Dated: February 21, 2025

Jonathan Jacobs

Jonathan W Jacobs, Esq.
Gross Polowy LLC
Attorneys for Plaintiff
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221
Tel.: (716) 204-1700

Attachment: DOC022825-022820250900051 (COM-2025-22 : Summons and Complaint: PHH Mortgage Corporation Vs. Town of Amherst Et Al.)

Packet Pg. 905

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

----------X

PHH MORTGAGE CORPORATION,

Plaintiff,

-against-

CORINNE RILEY AS ADMINISTRATOR OF THE ESTATE OF NORMAN R. LIPKUS, CHARLENE SHOTWELL AS HEIR TO THE ESTATE OF NORMAN R. LIPKUS, ROGER LIPKUS AS HEIR TO THE ESTATE OF NORMAN R. LIPKUS, DENISE JAMES AS HEIR TO THE ESTATE OF NORMAN R. LIPKUS, PEOPLE OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, TOWN OF AMHERST,

"JOHN DOE #1" through "JOHN DOE #12," the last twelve names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the Subject Property described in the Complaint,

Defendants.

----------X

INDEX No.:
DATE FILED:

COMPLAINT

Subject Property:
19 Manser Drive
Amherst, NY 14226

The Complaint of the above-referenced Plaintiff, by its attorneys, **Gross Polowy LLC**, complains and alleges upon information and belief as follows:

NATURE OF THIS ACTION

1. This action is brought and pursuant to Article 13 of the Real Property and Proceedings Law for foreclosure of the Adjustable Rate Home Equity Conversion Mortgage ("Mortgage") dated September 15, 1999 and recorded on September 21, 1999 at Book 12855/Page 6798 in the Public Records of the County of Erie, State of New York (hereinafter referred to as the "Subject Mortgage"). The Mortgage Tax was duly paid.

Attachment: DOC022825-022820250900051 (COM-2025-22 : Summons and Complaint: PHH Mortgage Corporation Vs. Town of Amherst Et Al.)

2. The premises which forms the subject of this action is fully described in **Schedule "A"** attached hereto and is commonly known as 19 Manser Drive, Amherst, NY 14226 and by SBL: Section 54.82 Block 1 Lot 32 (hereinafter referred to as "Subject Property").

PARTIES

3. At all times hereinafter mentioned, Plaintiff was and remains, organized and existing under the laws of the United States of America or of the State of its formation.

4. Upon information and belief, Defendant(s) Norman R. Lipkus at all relevant times, maintain a residence within the State of New York and are the mortgagors pursuant to the Subject Mortgage. The description and interest of the above-referenced Defendant(s) is more fully set forth in **Schedules "B" and "C"**, respectively. *See* RPAPL §§§ 1311, 1312, and 1313.

5. Upon information and belief, the remaining Defendant(s), if any and not further set forth hereinbelow, as identified in **Schedule "B"**, are named solely for the reasons set forth in **Schedule "C"**. *See* RPAPL §§§ 1311, 1312, and 1313.

6. Defendants "JOHN DOE #1" through "JOHN DOE #12" are additional persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the Subject Property. *See* RPAPL §§§ 1311, 1312, and 1313.

RELEVANT FACTS

7. Norman R. Lipkus duly executed, acknowledged, and delivered an Adjustable Rate Note (Home Equity Conversion) dated September 15, 1999 ("Subject Note"). Annexed hereto as **Exhibit "A"** is a copy of the Subject Note.

8. Plaintiff, directly or through an agent has complied with all applicable laws in an attempt to establish ownership and/or possession of the Subject Note and the right to foreclosure

Attachment: DOC022825-022820250900051 (COM-2025-22 : Summons and Complaint: PHH Mortgage Corporation Vs. Town of Amherst Et Al.)

15.12.a

of same. Plaintiff has possession and control of the original Subject Note and Subject Mortgage, which Note is secured by the Subject Mortgage and the Subject Note is either made payable to Plaintiff or is duly indorsed in blank. To the extent that the original note or interim assignments of mortgage are lost or unavailable, Plaintiff has the right to foreclose the Subject Note and Subject Mortgage pursuant to New York law.

9. As collateral and to secure the repayment of the sum represented by the Subject Note, Norman R. Lipkus, duly executed, acknowledged and delivered the Subject Mortgage. Said mortgage was assigned to Plaintiff by assignment of mortgage duly executed on a date prior to the filing of the complaint. A copy of the Subject Mortgage and assignment is annexed hereto as **Exhibit "B"**.

10. The Subject Mortgage is secured by the Subject Property, together with all fixtures, appurtenances, and articles of personal property annexed thereto, installed therein, or used in connection with the in addition to all right, title, and interest of the Defendants in and to the land lying in the streets and roads in front of adjoining said Subject Property.

11. Norman R. Lipkus, also executed and delivered to plaintiff a Home Equity Conversion Loan Agreement ("HECLA").

12. Now, Plaintiff further complains and alleges upon information and belief as follows:

AS AND FOR A FIRST CAUSE OF ACTION

13. That Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through paragraphs "12" above with the same force and effect as if set forth at length herein.

Attachment: DOC022825-022820250900051 (COM-2025-22 : Summons and Complaint: PHH Mortgage Corporation Vs. Town of Amherst Et Al.)

Packet Pg. 908

14. Plaintiff has complied with all conditions precedent contained in the Subject Mortgage, if any, including but not limited to, sending a notice to cure default to the mortgagors as set forth in the mortgage.

15. Plaintiff declares the full amount payable under the Subject Note and Subject Mortgage to be now due.

16. Plaintiff alleges as the basis of default under the terms of the Subject Note, Subject Mortgage and, if applicable, the HECLA.

__X__ A Borrower has died and the Property is not the principal residence of at least one surviving Borrower.

_____ All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) has been sold or otherwise transferred and no other Borrower retains (a) title to the Property in fee simple, (b) a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower, or (c) a life estate in the Property (or a beneficial interest in a trust with such an interest in the Property).

_____ The Property has ceased to be the principal residence of Borrower for reasons other than death, and the Property is not the principal residence of at least one other Borrower.

_____ For a period of longer than twelve (12) consecutive months, a Borrower has failed to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower.

_____ The Borrower has failed to submit a required certificate of occupancy.

Attachment: DOC022825-022820250900051 (COM-2025-22 : Summons and Complaint: PHH Mortgage Corporation Vs. Town of Amherst Et Al.)

_____ The Borrower has failed to make required payments for taxes, property insurance and/or water/sewer charges.

_____ The Borrower has failed to maintain the property.

____ The Borrower has failed to comply with an obligation under the Security as follows:

17. To the extent applicable, Plaintiff has complied with RPAPL 1304 and RPAPL 1306.

18. To the extent applicable, Plaintiff has complied with Banking Law 9-x.

19. To the extent applicable, Plaintiff has complied with RPL 280-b and RPL 280-d.

20. To the extent applicable, Plaintiff has complied with all of the provisions of Banking Law § 595 and any rules and regulations promulgated thereunder, Banking Law §§ 6-1 and 6-m.

21. Plaintiff is the owner and holder of said note and mortgage or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the said note and mortgage.

22. The default has continued beyond the applicable grace period set forth in the mortgage, and by reason thereof, plaintiff has elected and hereby elects to declare immediately due and payable the entire unpaid balance of principal.

23. As of January 13, 2025 there is due and owing to the plaintiff, the total sum of $103,015.76. Pursuant to the terms of the Subject Mortgage, the amount due and owing is subject to change as the sums as provided for in the Subject Note, Subject Mortgage and, if applicable, the HECLA are added to and become part of the unpaid principal balance.

24. In order to obtain a current payoff quote, or reinstatement quote if the loan is eligible to be reinstated, you may email your request to Gross Polowy LLC at payoff_reinstatement@grosspolowy.com or call 1-716-204-1700.

Attachment: DOC022825-022820250900051 (COM-2025-22 : Summons and Complaint: PHH Mortgage Corporation Vs. Town of Amherst Et Al.)

25. That Plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of the payment after the date of the commencement of this action, of any or all of the defaults mentioned herein; and such election shall continue and remain effective until the costs and disbursements of this action, and any and all future defaults under the Subject Note and Subject Mortgage, and occurring prior to the discontinuance of this action are fully paid.

26. That to protect its security afforded by said bond or note and mortgage, it may be necessary for the plaintiff to pay taxes, assessments and water rates which are, or may become liens on the mortgaged premises, and any other charges for the protection of the premises, and plaintiff hereby demands that any amounts which may be so expended shall be added to the amount of the principal sum secured by said bond or note and mortgage, together with interest from the time of any such payment, and that the same be paid to the plaintiff from the proceeds of the foreclosure sale herein.

27. That the plaintiff alleges that no other proceedings have been had for the recovery of the mortgage indebtedness or if any such action is pending, a final judgment was not rendered in favor of Plaintiff and such action is intended to be discontinued.

28. That plaintiff further alleges that all the defendants have, or may claim to have, some interest in, or lien upon the mortgaged premises, or some part thereof, which interest or lien, if any, is subject and subordinate to the lien of the mortgage being foreclosed.

29. The terms of the Subject Mortgage provide that defendants shall be liable to plaintiff for reasonable attorneys' fees incurred by plaintiff to protect or enforce plaintiff's security interest in the premises.

Attachment: DOC022825-022820250900051 (COM-2025-22 : Summons and Complaint: PHH Mortgage Corporation Vs. Town of Amherst Et Al.)

30. That the sale of the Subject Property and title thereto are subject to the state of facts an accurate survey will show; all covenants, restrictions, easements, agreements and reservations, if any, of record, and to any and all violations thereof; any and all building and zoning regulations, restrictions and ordinances of the municipality in which said premises are situated, and to any violations of the same, including, but not limited to, reapportionment of lot lines, and vault charges, if any; any and all orders or requirements issued by any governmental body having jurisdiction against or affecting said premises and any violation of the same; the physical condition of any building or structure on the premises as of the date of closing hereunder; rights of tenants in possession, if any; prior mortgages and judgments, if any, now liens of record; right of Redemption of United States of America, if any; rights of any defendants pursuant to CPLR §§§ 317, 2003, and 5015, if any; any and all Hazardous Materials in the premises including, but not limited to, flammable explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, and toxic substances; and other conditions as set forth in the terms of sale more particularly to be announced at the sale.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

Attachment: DOC022825-022820250900051 (COM-2025-22 : Summons and Complaint: PHH Mortgage Corporation Vs. Town of Amherst Et Al.)

15.12.a

Attachment: DOC022825-022820250900051 (COM-2025-22 : Summons and Complaint: PHH Mortgage Corporation Vs. Town of Amherst Et Al.)

WHEREFORE, Plaintiff respectfully requests this Court grant judgment in favor of Plaintiff and as against Defendants as follows:

I. On its First Cause of Action:

a) The Defendants and each of them, and all persons claiming under them, or any of them subsequent to the commencement of this action and the filing of the Notice of Pendency thereof, may be barred and foreclosed of all right, title, claim, lien and equity of redemption in the Subject Property;

b) Said Subject Property be sold subject to the state of facts an accurate survey will show; all covenants, restrictions, easements, agreements and reservations, if any, of record, and to any and all violations thereof; any and all building and zoning regulations, restrictions and ordinances of the municipality in which said premises are situated, and to any violations of the same, including, but not limited to, reapportionment of lot lines, and vault charges, if any; any and all orders or requirements issued by any governmental body having jurisdiction against or affecting said premises and any violation of the same; the physical condition of any building or structure on the premises as of the date of closing hereunder; rights of tenants in possession, if any; prior mortgages and judgments, if any, now liens of record; right of Redemption of United States of America, if any; rights of any defendants pursuant to CPLR § 317, CPLR § 2003 and CPLR § 5015, if any; any and all Hazardous Materials in the premises including, but not limited to, flammable explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, and toxic substances; and other conditions as set forth in the terms of sale more particularly to be announced at the sale.

Packet Pg. 913

15.12.a

c) Said Subject Property may be decreed to be sold in one parcel according to law subject to the various items set forth in allegations of the complaint herein;

d) The monies arising from the sale may be brought into court;

e) Plaintiff may be paid the amount due on said note and mortgage as alleged herein, together with interest to the time of such payment, together with the sums expended by plaintiff prior to and during the pendency of this action, and for thirty days after any sale demanded herein for taxes, water rates, sewer rents, assessments, insurance premiums and other necessary and essential charges or expenses in connection therewith to protect the mortgage lien, plus any sums expended for the protection or preservation of the property covered by said mortgage and note, and the amount secured thereby, with interest thereon from the time of such payment and the costs and expenses of this action including reasonable attorneys' fees so far as the amount of such monies properly applicable thereto will pay the same;

f) The plaintiff be decreed to be the owner of any and all personal property used in connection with the said Subject Property, except if discharged in bankruptcy;

g) Awarding the relief requested in the additional causes of action stated in the complaint, if any;

Attachment: DOC022825-022820250900051 (COM-2025-22 : Summons and Complaint: PHH Mortgage Corporation Vs. Town of Amherst Et Al.)

Packet Pg. 914

15.12.a

h) Plaintiff shall have such other and further relief or both, in the Subject Property as shall be just and equitable.

Dated: February 21, 2025

Jonathan Jacobs

Jonathan W Jacobs, Esq.
Gross Polowy LLC
Attorneys for Plaintiff
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221
Tel.: (716) 204-1700

Attachment: DOC022825-022820250900051 (COM-2025-22 : Summons and Complaint: PHH Mortgage Corporation Vs. Town of Amherst Et Al.)

Packet Pg. 915

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30104 **RESOLUTION 2025-283** **ADOPTED**

Private Improvement Permit No. 3135 Sanitary Sewer – 2635 North Forest Road 2022.032/SP-2022-14

Attached please find an application for a Sanitary Sewer Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $8,464.50.

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 $7,095.00 which will be held in escrow to cover the inspection costs, and one in the amount of $1,219.50 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. 3135.

Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $8,464.50

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: February 11th, 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 $ 70,950.00

Address and/or Subdivision Name: 2635 North Forest Rd, Getzville, NY 14068 **Town of Amherst Job:** SP-2022-14/2022.032

Description and location of improvements including quantities: Installation of +/- 813 LF of 8" Sanitary sewer and 7 sanitary manholes. Pipe and manholes are located on the project site. The tie-in is located within a 20' sanitary easement located just North of the project property line.

	Name	Address	Phone
Owner:	2635 North Forest Road, LLC	6790 Main St. Suite 100, Williamsville, NY 14221	716-204-2910
Engineer/Designer:	Carmina Wood Design	80 Silo City Row Suite 100, Buffalo, NY 14203	716-501-5795
Contractor:	L.J. Quigliano II Inc.	2395 Lockport Road, Sanborn, NY 14132	716-731-9008

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	$7,095
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	$1,219.50
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	$0
TOTAL FEE	$8,464.50

Owner sign Here

Paul M. Bliss
Please Print Name

6790 Main Street, Suite 100
Address

Williamsville NY 14221 716-204-2910
City State zip Phone

Subscribed and sworn to before me this 13th
Day of February 2025

S. Bonnie Litz
Notary Public, Erie County, New York

S. BONNIE LITZ
Notary Public, State of New York
Registration #01LI5025894
Qualified in Erie County

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. 3135

_____
Town Clerk

Rev. 1/10/2025

Attachment: PIP 3135 2635 North Forest- Private Sanitary (RES-2025-283 : Private Improvement Permit No. 3135 2635 North Forest Road)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30105 **RESOLUTION 2025-284** **ADOPTED**

Public Improvement Permit No. 3146 Sanitary Sewer – Miller's Crossing Subdivision Phase 3 2018.043/SUB-2018-02

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $9,628.00.

We are sending three (3) checks to the Comptrollers Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $7,807.00 which will be held in escrow to cover the inspection costs, and one in the amount of $1,671.00 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. 3146.

Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

Permit fee and inspection cost amount to $9,628.00.

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 17, 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 $ 78,070

Address and/or Subdivision Name: Miller's Crossing Subdivision, Phase 3 **Town of Amherst Job:** 2018.043/SUB-2018-02

Description and location of improvements including quantities: Autumn Meadows Lane (Public) Installation of 1,114± LF of 8" PVC pipe, 5 sanitary manholes, and 2 sanitary end of line cleanouts (lamp holes).

	Name	Address	Phone
Owner:	Natale Builders, Inc.	9159 Main Street, Clarence, NY 14031	716-580-3318
Engineer/Designer:	Greenman-Pedersen, Inc.	4950 Genesee Street, Suite 100, Buffalo, NY 14225	716-633-4844
Contractor:	Zoladz Construction Co.	13600 Railroad St. Alden, NY 14004-0157	716-937-6575

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	$ 7,807.00
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	$ 1,671.00
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	
TOTAL FEE	$ 9.628.00

Owner sign Here

Natale Builders, Inc.
Please Print Name

9159 Main Street, Clarence, NY 14031
Address

Clarence | NY | 14031 | 716-580-3318
City | State | zip | Phone

Subscribed and sworn to before me this 13 Day of February 20 25

Notary Public, Erie County, New York

LAURIE S. STI... NOTARY PUBLIC ... OF NEW YORK
No. 01SI5021060
Qualified in ... County

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. PIP 3146

Town Clerk

Rev. 1/10/2025

Attachment: PIP 3146 Millers Crossing Ph 3 - Public Sanitary (RES-2025-284 : Public Improvement Permit No. 3146 Miller's Crossing

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30106 **RESOLUTION 2025-285** **ADOPTED**

Public Improvement Permit No. 3147 Waterline – Miller's Crossing Subdivision Phase 3 2018.043/SUB-2018-02

Attached please find an application for a Waterline Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $6,949.00.

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 $6,799.00 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. 3147.

Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $6,949.00.

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 17, 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 $ 67,990

Address and/or Subdivision Name: Miller's Crossing Subdivision, Phase 3 **Town of Amherst Job:** 2018.043/SUB-2018-02

Description and location of improvements including quantities: Autumn Meadows Lane, Installation of approx 55± LF of 8" DIP waterline, 1,250± LF of 8" PVC waterline, Hydrant assemblies- 3 ea., and tees, valves, service connections and all other appurtenances for a complete installation.

	Name	Address	Phone
Owner:	Natale Builders, Inc.	9159 Main Street, Clarence, NY 14031	716-580-3318
Engineer/Designer:	Greenman-Pedersen, Inc.	4950 Genesee Street, Suite 100, Buffalo, NY 14225	716-633-4844
Contractor:	Zoladz Construction Co	13600 Railroad St. Alden, NY 14004-0157	716-937-6575

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	$ 6,799.00
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	
TOTAL FEE	$ 6,949.00

Owner sign Here

Natale Builders, Inc.
Please Print Name

9159 Main Street, Clarence, NY 14031
Address

City	State	zip	Phone
Clarence	NY	14031	716-580-3318

Subscribed and sworn to before me this 13 Day of February 20 25

Notary Public, Erie County, New York

LAURIE SISTI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI6021060
My Commission Expires 12-06-20 25

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. PIP 3147

Town Clerk

Rev. 1/10/2025

Attachment: PIP 3147 Millers Crossing Ph 3 - Public Waterline (RES-2025-285 : Public Improvement Permit No. 3147 Miller's Crossing

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30107 **RESOLUTION 2025-286** **ADOPTED**

Public Improvement Permit No. 3148 Paving & Curbing – Miller's Crossing Subdivision Phase 3 2018.043/SUB-2018-02

Attached please find an application for a Paving & Curbing Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $14,057.50.

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 $13,907.50 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. 3148.

Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $14,057.50.

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 17, 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 $ 139,075.00

Address and/or Subdivision Name: Miller's Crossing Subdivision, Phase 3 **Town of Amherst Job:** 2018.043/SUB-2018-02

Description and location of improvements including quantities: Autumn Meadows Lane (Public)

Installation of 1,219± LF of 26' wide asphaltic conc. pavement, 1.5" Top (NYSDOT 403.18) Type 7, 2.5" AC Binder (NYSDOT 403.13) Type 3, 4" AC Base (NYSDOT 403.12) Type 2, 11" compacted ROC stone base, and 2,438± LF of 2' wide Type 'C' conc. gutter curbs

	Name	Address	Phone
Owner:	Natale Builders, Inc.	9159 Main Street, Clarence, NY 14031	716-580-3318
Engineer/Designer:	Greenman-Pedersen, Inc.	4950 Genesee Street, Suite 100, Buffalo, NY 14225	716-633-4844
Contractor:	Zoladz Constuction Co.	13600 Railroad St. Alden, NY 14004-0157	716-937-6575

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	$ 13,907.50
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	
TOTAL FEE	$ 14.057.50

Owner sign Here

Natale Builders, Inc.
Please Print Name

9159 Main Street, Clarence, NY 14031
Address

Clarence	NY	14031	716-580-3318
City	State	zip	Phone

Subscribed and sworn to before me this 13
Day of February 20 25

Notary Public, Erie County, New York

LAURIE SISTI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI5021060
Qualified in Erie County

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. PIP 3148

Town Clerk

Rev. 1/10/2025

Attachment: PIP 3148 Millers Crossing Ph 3 - Public Paving & Curbing (RES-2025-286 : Public Improvement Permit No. 3148 Miller's Crossing

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30108 **RESOLUTION 2025-287** **ADOPTED**

Public Improvement Permit No. 3149 Storm System – Miller's Crossing Subdivision Phase 3 2018.043/SUB-2018-02

Attached please find an application for a Storm System Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $15,045.00.

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 $14,895.00 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. 3149.

Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $15,045.00.

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 17, 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 $ 148,950

Address and/or Subdivision Name: Miller's Crossing Subdivision, Phase 3 **Town of Amherst Job:** 2018.043/SUB-2018-02

Description and location of improvements including quantities: Autumn Meadows Lane (Public): Installation of 55± LF of 6" HDPE, 163± LF of 6" PPVC, 828± LF of 8" HDPE, 45± LF of 10" HDPE, 562± LF of 12" HDPE, 882± LF of 18" HDPE, 1 Flow-splitter, 6 standard RCVRs, 8 standard manholes, 6 LD RCVRs, 9 BY RCVRs, 1 Bioretention Area, 1 Outfall structure, and rerouting 313± LF of the existing drainage ditch

	Name	Address	Phone
Owner:	Natale Builders, Inc.	9159 Main Street, Clarence, NY 14031	716-580-3318
Engineer/Designer:	Greenman-Pedersen, Inc.	4950 Genesee Street, Suite 100, Buffalo, NY 14225	716-633-4844
Contractor:	Zoladz Construction Co.	13600 Railroad St. Alden, NY 14004-0157	716-937-6575

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	$ 14,895.00
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	
TOTAL FEE	$ 15.045.00

Owner sign Here

Natale Builders, Inc.
Please Print Name

9159 Main Street, Clarence, NY 14031
Address

Clarence | NY | 14031 | 716-580-3318
City | State | zip | Phone

Subscribed and sworn to before me this 13
Day of February 20 25

LAURIE SISTI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI5021060
My Commission Expires 12-06-20 29

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. PIP 3149

Town Clerk

Rev. 1/10/2025

Attachment: PIP 3149 Millers Crossing Ph 3 - Public Storm System (RES-2025-287 : Public Improvement Permit No. 3149 Miller's Crossing

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30171 **RESOLUTION 2025-288** **ADOPTED**

Public Improvement Permit No. 3154 Sanitary Sewer – 669 Youngs Road 2010.083/SP-2010-21

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $9,695.00.

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 $9,545.00 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. 3154.

Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $9,695.00.

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: February 25, 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 $ 95,450.00

Address and/or Subdivision Name: 669 S. Youngs Road

Town of Amherst Job: SP-2010-21/2010.083

Description and location of improvements including quantities: Installation of 776± LF of public 4-inch force main along the western side of S. Youngs Road (CR 554) including 47± LF 6-inch HDPE casing pipe under S. Youngs Road (crossing to Lawrence Bell Driv

(Refer to green highlights)

	Name	Address	Phone
Owner:	The Krog Group	4 Centre Drive, Orchard Park, NY 14127	716-667-1234
Engineer/Designer:	Greenman-Pedersen, Inc.	4950 Genesee Street, Cheetowaga, NY 14225	716-989-3328
Contractor:	Kandey Co.	19 Ransier Drive, West Seneca, NY 14224	716-608-5328

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	$9,545.00
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	$0.00
TOTAL FEE	$9,695.00

Owner sign Here

Patrick J. Sheedy
Please Print Name

4 Centre Drive
Address

Orchard Park NY 14127 716-667-1234
City State zip Phone

Subscribed and sworn to before me this 26th
Day of February 20 25

Katelynn E. Roman
Notary Public, Erie County, New York

KATELYNN E ROMAN
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in Erie County
01RO0031219
COMM. EXP. 2028

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. 3154

_____
Town Clerk

Rev. 1/10/2025

Attachment: PIP 3154_Youngs Road Pump Station_San- Public_signed (RES-2025-288 : Public Improvement Permit No. 3154)

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

Francina J. Spoth
Town Clerk

Meeting: 03/10/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30172 **RESOLUTION 2025-289** **ADOPTED**

Private Improvement Permit No. 3155 Sanitary Sewer – 669 Youngs Road 2010.083/SP-2010-21

Attached please find an application for a Sanitary Sewer Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $30,344.00.

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 $30,194.00 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. 3155.

Thank you for considering this request.

3/10/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $30,344.00.

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: February 25, 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 $ 301,940.00

Address and/or Subdivision Name: 669 S. Youngs Road **Town of Amherst Job:** SP-2010-21/2010.083

Description and location of improvements including quantities: Construction of a private pump station, installation of 990± LF of private 3-inch force main along the western side of S. Youngs Road (CR 554) including 240± LF of 6-inch HDPE casing pipe under the NYS Thruway I-90. (Refer to yellow highlights)

	Name	Address	Phone
Owner:	The Krog Group	4 Centre Drive, Orchard Park, NY 14127	716-667-1234
Engineer/Designer:	Greenman-Pedersen, Inc.	4950 Genesee Street, Cheetowaga, NY 14225	716-989-3328
Contractor:	Kandey Co.	19 Ransier Drive, West Seneca, NY 14224	716-608-5328

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	$30,194.00
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	$0.00
TOTAL FEE	$30,344.00

Owner sign Here

Patrick J. Sheedy
Please Print Name

4 CENTRE DRIVE
Address

Orchard Park NY 14127 716-667-1234
City State zip Phone

Subscribed and sworn to before me this 26th
Day of February 2025

Katelynn E. Ronan
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. 3155

_____
Town Clerk

KATELYNN E RONAN
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Erie County
01RO0031219
MY COMMISSION EXPIRES 2026

Rev. 1/10/2025

Attachment: PIP 3155_Youngs Road Pump Station_San- Private_signed (RES-2025-289 : Private Improvement Permit No. 3155)