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 24, 2025 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on March 24, 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	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Present	

V. MINUTES APPROVAL

1. Monday, March 10, 2025

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2025-290

2025 Fire Protection District Contract

AGENDA ITEM : MARCH 24th, 2025

TO: **Town Board**

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

DATE: **March 19, 2025**

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

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

After the Public Hearing has been deemed closed, kindly pass a resolution authorizing the Supervisor to execute the contract referenced above and attached hereto.

Thank you.

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

3/24/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:00 PM.

Sam Alba, Interim Town Attorney, presented

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:01 PM.

A motion to adopt was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

2. Resolution 2025-291

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

AGENDA ITEM : MARCH 24TH, 2025

TO: **Town Board**

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

DATE: **March 19, 2025**

RE: **2025 Waterline Improvements & Replacements**
2025-2030 C.I.P. - Project No. E-4
Bond Resolution - $3,402,000

The above-referenced matter is scheduled for a Public Hearing this evening at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

For ease of reference and to provide detailed information regarding the bond action, also attached is the Map Plan and Report for the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachments*, **Agenda Item – March 24, 2025**)
Daryl C. Bramer, Comptroller *(w/attachments)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachments)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Brian J. Armstrong, Director of Engineering Services *(w/attachments)*

3/24/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:01 PM.

Jessica Boudreau, Project Manager, presented.

The following residents spoke:
Don Smith, 201 N Long St
Paul Francavilla, 70 Cimarand Dr

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

There were no further speakers from the public, therefore Supervisor Kulpa moved to close

the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:11 PM.

A motion to adopt 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 2025-292

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

AGENDA ITEM : MARCH 24TH, 2025

TO: **Town Board**

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

DATE: **March 17, 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

The above-referenced matter is scheduled for a Public Hearing this evening at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determinations for the above projects as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

For ease of reference and to provide detailed information regarding the bond action, also attached are the Map Plan and Reports for the project.

Thank you.

SAA:nmb

Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachments*, **Agenda Item – March 24, 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*)

3/24/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:12 PM.

Vaishali Reberholt, Assistant Town Engineer, presented.

The following residents spoke:
Tom Frank, Main St
Don Smith, 201 N Long St

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

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:22 PM.

A motion to adopt 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

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 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 7:22 PM.

The following speakers addressed the Town Board:
John Trabert, 234 Mt Vernon Rd - Royal Park project & resolution 2024-996
Joseph Mertes, Amherst - results of the utility audit bid
Matt Plunkett, 299 Northill Dr - February 24 Town Board meeting being cancelled
Tom Weisbeck, 48 Drawbridge Ct - bitcoin mining
Kathy Aquilina, 215 Maple Rd - job postings
Don Smith, 201 N Long St - Royal park project & HECap grant

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 7:36 PM

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2025-293

Authorize Strategic Economic Development Professional Services Contract - CRS #5386

WHEREAS, Bolton-St. Johns agrees to provide legislative and regulatory representation in New York State for the term beginning March 1, 2025 - February 28, 2026;

BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the attached contract with Bolton St. Johns pending successful completion of contract routing system.

3/24/2025
Consent

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

2. Resolution 2025-294

Williamsville Farmers Market 2025 License Agreement - Village Preservation Foundation - CRS #5387

Kindly adopt a resolution authorizing the Supervisor to execute the attached 2025 License Agreement for the Village Preservation Foundation to use the Town Lot for the Williamsville Farmer's Market for the year 2025 on Saturdays, beginning 5/24/25 and ending 11/1/25 subject to successful completion of the contract routing system. (CRS #5387).

3/24/2025
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:

1. Resolution 2025-295

Resolution for Town Acceptance of the Agriculture and Open Space Inventory and Prioritization Study

WHEREAS, the Town Board authorized pursuit of a grant from Erie County for the preparation of an Agriculture and Open Space Inventory and Prioritization Study on March 6, 2023 to inform planning in north Amherst and the continuation of a conservation easement program as recommended by the Amherst Farmland Protection and Agricultural Development Plan; and

WHEREAS, the Town contracted with Fisher Associates on July 24, 2023 to complete the Agriculture and Open Space Inventory and Prioritization study; and

WHEREAS, the Study was prepared and endorsed by an Open Space Committee comprised of representatives from the Town, Erie County, Western New York Land Conservancy, and the Amherst Conservation Advisory Council; and

WHEREAS, the Town Board directs the Planning Department to clarify the use of the term "acquisition" in the Report, and correct minor mapping errors; now therefore be it

RESOLVED, that the Town Board accepts the Study and Report and authorizes its use as a resource to support planning and zoning in Amherst and to guide the preservation of agricultural and open space lands.

3/24/2025
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion was then made by Supervisor Kulpa to amend, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

D. COUNCILMEMBER SZUKALA:

1. Resolution 2025-296

Set Public Hearing Date – Parking Restriction on Steinway Court at Maple Road

Please schedule a public hearing on April 28, 2025 to establish a 'No Standing' restriction on both sides of Steinway Court at the Maple Road intersection.

"Vehicles are hereby no longer permitted to 'stand', at any time, on both sides of Steinway Court for a distance of 58 feet measured from the south curbline of Maple Road."

3/24/2025
Consent

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

2. Resolution 2025-297

Set Public Hearing Date – Homecrest Drive and Hillcrest Drive All-Way Stop Intersection

Please set a public hearing at the April 28, 2025 Town Board meeting to install additional stop signs at the intersection of Homecrest Drive and Hillcrest Drive making it an all-way stop.

"The intersection of Homecrest Drive and Hillcrest Drive is hereby designated as a multi-way stop intersection and stop signs shall control all legs of the intersection."

3/24/2025
Consent

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

E. COUNCILMEMBER MARINUCCI:

1. Resolution 2025-298

Amherst Community Diversity Commission Appointment

WHEREAS, the purpose of the Amherst Community Diversity Commission (ACDC) is to enhance and increase cooperation, understanding, and dialogue among residents of diverse cultural, religious, socio-economic and racial backgrounds, and to promote inclusion throughout the town; and

WHEREAS, the ACDC has a maximum roster of 15 members, with the Supervisor and each Councilmember personally appointing up to three individual members who shall serve a two year term; and

WHEREAS, Solomon Joseph expressed interest in serving on the ACDC;

NOW, THEREFORE, BE IT RESOLVED, that the Amherst Town Board appoints Solomon Joseph to the Amherst Community Diversity Commission, for a term to expire 12/31/2026.

3/24/2025
Consent

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

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2025-299

Cooperative Operations and Maintenance Agreement Extension - OPRHP (CRS #5390)

AGENDA ITEM : MARCH 24th, 2025

TO: **Town Board**

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

DATE: **March 19, 2025**

RE: Cooperative Operations and Maintenance Agreement Extension, OPRHP, Amherst State Park (CRS #5390)

Kindly adopt a resolution authorizing the Supervisor to execute the attached extension to the Cooperative Operations and Maintenance Agreement with respect to the above project and location pending successful completion of the Contract Routing System.

Thank you.

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

3/24/2025
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 2025-300

Land Lease Agreement - 1265 Smith Road (CRS #5389)

AGENDA ITEM : MARCH 24th, 2025

TO: Town Board

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

DATE: March 19, 2025

RE: Land Lease Agreement (1265 Smith Road)
Town of Amherst and Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless (CRS #5389)

Kindly adopt a resolution authorizing the Supervisor to execute the attached Land Lease Agreement with respect to the above project and location pending successful completion of the Contract Routing System subject to a 30-day permissive referendum.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk

(w/attachments, **Agenda Item – March 24, 2025**)

3/24/2025
Consent

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

3. Resolution 2025-301

2024 Service Award Program - Mandatory 30-Day Posting Period

AGENDA ITEM : MARCH 24TH, 2025

TO: **Town Board**

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

DATE: **March 17, 2025**

RE: **2024 Service Award Program**
***East Amherst Fire Department**
***Ellicott Creek Fire Protection District**
***Getzville Fire Protection District**
***Main Transit Fire Protection District**
***North Amherst Fire Protection District**
***North Bailey Fire Protection District**
***Swormville Fire Company, Inc.**

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

RESOLVED, the Town Board approves the posting of the following fire company lists in their respective fire halls for the mandatory period of thirty (30) days:

East Amherst Fire Department
Ellicott Creek Fire Protection District
Getzville Fire Protection District
Main Transit Fire Protection District
North Amherst Fire Protection District
North Bailey Fire Protection District
Swormville Fire Company, Inc.

Thank you.

SAA:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item : March 24, 2025)**

3/24/2025
Consent

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

4. Resolution 2025-302

Appointment of Town Prosecutor

AGENDA ITEM : MARCH 24th, 2025

TO: **Town Board**

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

DATE: **March 19, 2025**

RE: **Appointment of Town Prosecutor**

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

BE IT RESOLVED, that Steven Bengart, Esq., be appointed as a Town Prosecutor.

Thank you.

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

3/24/2025
Consent

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

5. Resolution 2025-303

Settlement of Article 7 Matter - Ridlea Associates, LLP V. Town of Amherst

AGENDA ITEM : MARCH 24, 2025

TO: **Town Board**

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

DATE: **February 26, 2025**

RE: **Settlement of Article 7 Matter**
Ridlea Associates, LLP 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 24, 2025**)
Emily Murphy, Town Assessor

3/24/2025
Consent

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

B. TOWN CLERK:

1. Resolution 2025-304

Amusement License - REI Grand Opening

Request by Recreational Equipment Inc. (REI) for a First Class Amusement License to hold the following events: April 12th and April 13th, 2025, from 8:30am – 5:00pm.
Supervising Code Enforcement Officer recommends a fee of $50.00

The following conditions apply:

- Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
- That all fire lanes be kept clear at all times.
- For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- All temporary power must be code compliant
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.
- Five pound "ABC" fire extinguisher(s) must be placed/accessible at the egress points of the event area.

3/24/2025
Consent

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

2. Resolution 2025-305

New Firefighter for East Amherst Fire Department

New firefighter for the East Amherst Fire Department lives in the Town of Amherst and resides in the East Amherst Fire district.

Kristen Secor

131 Autumn Creek Court
East Amherst, NY 14051

3/24/2025
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2025-306

Permission to Auction Surplus Old Office Furniture

Please authorize the sale of our surplus old office furniture through Auctions International. Thank you for considering this request.

3/24/2025
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 2025-307

Budget Transfers and Amendments

For March 24, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller

Date: 03/19/2025
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 General Fund Contingency $10,600	A5010.1000 Personal Services $9,847.00 A5010.8030 FICA $753.00

To transfer funds budgeted in General Fund Contingency into Highway Office personal services and FICA.

BUDGET AMENDMENTS – 2025

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

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

N2444.02785 CHEEK HOME- PI $13,419.00	N2444.4000 Contractual $13,419.00
N2449.02785 CHEEK Admin- PI $1,491.00	N2449.4003 10% Admin $1,491.00

To recognize Community Development program income from 25 Griffith, Cheektowaga.

N2450.02785 TON Rehab- PI $65,944.80	N2450.4000 Contractual $65,944.80
N2453.02785 TON Admin 10%- PI $7,327.20	N2453.4003 10% Admin $7,327.20

To recognize Community Development program income from 342 Niagara Falls Blvd, Tonawanda.

3/24/2025
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2025-308

Award Bid #2025009 Maintenance of Vacant or Unmaintained Parcels - CRS #5395

WHEREAS, the Contract Compliance and Administration Department received bids on March 6, 2025 for Maintenance of Vacant or Unmaintained Parcels; 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 Deering Landscape Contractors; and

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

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current contract expires on April 3, 2025.

3/24/2025
Consent

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

2. Resolution 2025-309

Award NYS OGS Mini Bid #2025010 (2) Ford F-150'S for Sewer Maintenance Dept. - CRS #5399

WHEREAS, the Contract Compliance and Administration Department issued Mini-Bid #2025010 through NYS OGS for the purchase of two (2) 2025 Ford F150's; and

WHEREAS, bids were received from 4 vendors as per the attached Bid Tabulation Form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Mini-Bid be awarded to Van Bortel Ford, Inc. for their low bid of $86,088.92; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Van Bortel Ford, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we need to order the vehicle as soon as possible due to the lead time.

3/24/2025
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

1. Resolution 2025-310

DOE Rebate Voucher for Rink Refrigeration Equipment at North Town Center- CRS #5359

Authorize the Town Board to accept a rebate from the Department of Energy in the amount of $179,240 for equipment purchased for the Rink Refrigeration Upgrades at the North Town Center.

3/24/2025
Consent

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

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2025-311

Award of Bid – Audubon Library Playground T.O.A. Project No. 2024.022

On March 13, 2025 bids were received for the above referenced project. After review of the four (4) bids received (bid tabulation attached), we recommend award of this contract to Gardenville Landscape & Nursery, LLC., 3069 Clinton Street, West Seneca, NY 14224, in the amount of $234,297.50 to include the Base Bid Items 1 and 2 and Alternates 2 and 3. A description of the Base bid items and selected alternates is attached.

Funding for this contract shall be from account A7254.4110.

Thank you for considering this request.

3/24/2025
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 2025-312

Highway Work Permit – National Grid – Meyer Road

Kindly adopt a resolution:

1.) Authorizing the Highway Superintendent to both execute and issue the attached permit; and

2.) Authorizing the Town Supervisor to executed the attached permit.

Thank you.

3/24/2025
Consent

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

2. Resolution 2025-313

Highway Work Permit – National Grid – Cayuga Road

Kindly adopt a resolution:

1.) Authorizing the Highway Superintendent to both execute and issue the attached permit; and

2.) Authorizing the Town Supervisor to executed the attached permit.

Thank you.

3/24/2025
Consent

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

3. Resolution 2025-314

Highway Work Permit – National Grid – New Inline Poles

Kindly adopt a resolution:

1.) Authorizing the Highway Superintendent to both execute and issue the attached permit; and

2.) Authorizing the Town Supervisor to executed the attached permit.

Thank you.

3/24/2025
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2025-315

Laborer/Building Maintenance/Facilities Department

Please appoint a Laborer to the Building Maintenance/Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 25, 2025 at an hourly rate of $18.96, Grade 3, Step A for David Watt.

Contingent upon completing all pre-employment requirements.

Replacing an employee who transferred to another department.

3/24/2025
Consent

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

2. Resolution 2025-316

Automotive Mechanic/Police Department

Please appoint an Automotive Mechanic to the Police Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 25, 2025 at an hourly rate of $22.69, Grade 7, Step A for Bailey Kowalczewski.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

3/24/2025
Consent

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

3. Resolution 2025-317

Maternity Leave Without Pay/Police Department

Please authorize a Maternity Leave Without Pay to a Police Officer-Police Department. Effective March 24, 2025 through July 20, 2025.

3/24/2025
Consent

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

4. Resolution 2025-318

Recreation Leader-Senior Citizens/Senior Services

Please appoint a Recreation Leader-Senior Citizens to the Senior Services Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 25, 2025 at an annual salary of $43,803, Grade 9, Step A for Donald Weisansal.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

3/24/2025
Consent

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

5. Resolution 2025-319

Recreation Supervisor/Youth & Recreation

Please appoint a Recreation Supervisor to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 25, 2025 at an annual salary of $59,247, Grade 10, Step G for Michele Holmes.

This is a lateral appointment for an employee currently serving as Program Leader (Youth).

3/24/2025
Consent

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

6. Resolution 2025-320

Youth Services Program Coordinator/Youth & Recreation

Please appoint a Youth Services Program Coordinator to the Youth & Recreation Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 25, 2025 at an annual salary of $59,247, Grade 10, Step G for Jennifer Reed.

This is a lateral appointment for an employee currently serving as Recreation Supervisor.

3/24/2025
Consent

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

7. Resolution 2025-321

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective March 25, 2025, Temporary, $15.50 ph, Step 1 for Adam Korte.

3/24/2025
Consent

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

8. Resolution 2025-322

Purchasing Clerk/Highway Department

Please appoint a Purchasing Clerk to serve as Office Administrator at the Highway Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 25, 2025 at an annual salary of $84,330.15, Grade 4, Step M of the Exempt Non-Department Head Salary Schedule for Vianne Uthman.

3/24/2025
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2025-323

Approval for Supervisor to Execute an Amendment to the Grant Agreement for the NYS Plus One Accessory Dwelling Unit Program (ADU) CRS #4000

WHEREAS, the Town of Amherst received a $2 Million grant award from the New York State Homes and Community Renewal's Plus One Accessory Dwelling Unit (ADU) Program in order to create the Amherst ADU Pilot Program; and

WHERAS, the Town's Program Agreement with New York State Housing Trust Fund Corporation requires an extension to continue to meet program goals; now therefore be it

RESOLVED, that the Amherst Town Board hereby authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to execute Amendment No. 1 to the Grant Agreement for the Plus One ADU Program.

3/24/2025
Consent

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

2. Resolution 2025-324

To Authorize the Community Development Staff to Exceed the $60,000 Loan Limit

WHEREAS, Town Community Development staff originates and approves housing rehabilitation loans up to $60,000 for eligible homeowners using HOME & CDBG funds; and

WHEREAS, a homeowner(s) on North French Road needs substantial work done to their home; and

WHEREAS, Community Development staff is requesting permission to extend additional housing rehabilitation loan funds to this homeowner not to exceed a total of $67,000;

NOW THEREFORE, be it resolved that the Town of Amherst authorizes Community Development staff to exceed the $60,000 loan limit using HOME funding for this household, not to exceed the loan amount of $67,000.

3/24/2025
Consent

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

3. Resolution 2025-325

To Authorize the Community Development Staff to Exceed the $60,000 Loan Limit

WHEREAS, Town Community Development staff originates and approves housing rehabilitation loans up to $60,000 for eligible homeowners using HOME & CDBG funds; and

WHEREAS, a homeowner(s) on Devon Lane needs substantial work done to their home; and

WHEREAS, Community Development staff is requesting permission to extend additional housing rehabilitation loan funds to this homeowner not to exceed a total of $70,000;

NOW THEREFORE, be it resolved that the Town of Amherst authorizes Community Development staff to exceed the $60,000 loan limit using HOME funding for this household, not to exceed the loan amount of $70,000.

3/24/2025
Consent

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

4. Resolution 2025-326

To Authorize the Town Supervisor to Enter into a Subrecipient Agreement with the Town of Cheektowaga for the Management of Activities Funded through the HOME Investment Partnership Program CRS #5401

WHEREAS, the Town of Amherst acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the U.S. Department of Housing and Urban Development requires that the Town execute annual Subrecipient Agreements with the other member towns to include a more precise description of the allocation of responsibilities for managing projects utilizing HOME funds;

NOW, THEREFORE, BE IT RESOLVED, that subject to the satisfactory completion of the contract routing process, the Town Board of the Town of Amherst authorizes the Supervisor to enter into a Subrecipient Agreement with the Town of Cheektowaga for the 2025-26 Community Development program year.

3/24/2025
Consent

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

5. Resolution 2025-327

To Authorize the Town Supervisor to Enter into a Subrecipient Agreement with the Town of Tonawanda for the Management of Activities Funded through the HOME Investment Partnership Program CRS #5379

WHEREAS, the Town acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the U.S. Department of Housing and Urban Development requires that the Town execute annual Subrecipient Agreements with the other member towns to include a precise description of the allocation of responsibilities for managing projects utilizing HOME funds;

NOW, THEREFORE, BE IT RESOLVED, that subject to the satisfactory completion of the contract routing process, the Town Board of the Town of Amherst authorizes the Supervisor to enter into a Subrecipient Agreement with the Town of Tonawanda for the 2025-26 Community Development program year.

3/24/2025
Consent

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

Q. POLICE:

1. Resolution 2025-328

Eaton Office Supplies, Co., Inc. Purchase of Office Furniture (CRS #5391)

TOWN BOARD AGENDA ITEM: MARCH 24, 2025

TO: **Town Board**

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

RE: **Eaton Office Supplies, Co., Inc.**
Purchase of Office Furniture (CRS #5391)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and Eaton Office Supplies Co., Inc.

(CRS#5391) with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 24, 2025)**

3/24/2025
Consent

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

R. SENIOR SERVICES:

1. Resolution 2025-329

State of New York Contract for Grants- NYS Department of Health CRS #5383

We respectfully request Town Board permission to authorize the Supervisor to approve the contract between the Town of Amherst (Senior Services) and the State of New York Department of Health.

3/24/2025
Consent

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

S. SEWER/PLANT 16:

1. Resolution 2025-330

Travel Request Required Operator Training Courses

The Engineering Department is requesting approval to send two (2) employees to attend the Basic Operations course held at the Environmental Training Center at SUNY Morrisville in Morrisville, NY in May 2025. The estimated cost with registration, lodging and per diem is $3,728.08 for each employee.

Funding for this request will be available in accounts G9916-4850 and G9916-4040.

Thank you for considering this request.

3/24/2025
Consent

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

2. Resolution 2025-331

2024 (Year 21) Stormwater Annual Report and Signature Of MS4 Operator Certification Form for EReports Town of Amherst Job No. 900101

The Engineering Department is requesting that the Town Board authorize the Town Supervisor to sign the attached MS4 Operator Certification Form for eReports that will accompany the Town of Amherst's 2024 (Year 21) Stormwater Management Program Annual Report to the NYSDEC.

The Engineering Department additionally requests that a public announcement be made indicating the Annual Report is available for public review and comment. Hard copies of the Annual Report will be available at the Engineering Department. The Annual Report will also be available electronically on the Town's Website.

There is no cost associated with the signing of the MS4 Operator Certification Form or the submission of the Annual Report.

Thank you for considering this request.

3/24/2025
Consent

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

3. Resolution 2025-332

Waste Activated Sludge Flow Meter Replacements TEMP-PRESS CRS - 5392

The Engineering Department, WPCF Division is requesting that the Town Board authorize the Supervisor to sign a quotation contract with TEMP-PRESS. This would be for the purchase two Electromagnetic Flowmeter Systems as stated on TEMP-PRESS quote AWWT-250116-CS, dated 1/16/2025. The total cost for this purchase is $17,232.50. The WPCF would also ask the Town Board for a waiver from insurance requirements, as TEMP-PRESS would utilize a third party delivery service.

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

Funds will be available in G9916-2150.

Thank you for considering this request.

3/24/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

4. Resolution 2025-333

Laboratory Heating Mantles Fischer Scientific Company, Inc. CRS - 5388

The Engineering Department, WPCF Division is requesting that the Town Board authorize the Supervisor to sign a quotation contract with Fisher Scientific Company. This would be for the purchase Electro-Thermal Heating Mantles as stated on Fisher Scientific quote 5072-0859-62, dated 3/13/2025. The total cost for this purchase is $8,772.00. The WPCF would also ask the Town Board for a waiver from insurance requirements, as Fisher Scientific Company would utilize a third party delivery service.

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

Funds will be available in KP2028-2600

Thank you for considering this request.

3/24/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

5. Resolution 2025-334

Award of Bid – Camden Group Infrastructure Rehabilitation Services LLC 2025 Sanitary Manhole Rehabilitation Project Town of Amherst Job No. 2025.001A

On December 19, 2024, four (4) bids were received for the above referenced project. Upon review of the bids and as per the attached bid tabulation, we recommend and request that Camden Group Infrastructure Rehabilitation Services LLC be awarded the attached unit cost bid items; Items 1-1 through 3-0 and Items A1-1 through A3-0 with a not-to-exceed cost of $300,000.00 per year. The above contract shall be effective for a two-year period from Town Board approval.

Funding for this project for year 2025 will be from account 2025 CIP Project S-7 Miscellaneous Sanitary Relining and Manhole Rehab and G9000-4110. Funding for year 2026 will be from 2026-2031 CIP project and G9000-4110.

May we have your approval to award the above contract and also authorization of the Town Supervisor to execute the contract associated with the bid award?

3/24/2025
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 2025-335

2025-2026 Preschool Fees

Set fees for the Amherst Youth & Recreation Department Preschool Program at $150.00 per child for the 2025-2026 school year. (Fee has been reviewed and approved by the Amherst Youth Board.)

3/24/2025
Consent

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

2. Resolution 2025-336

Emergency Purchase Authorization - R22

Authorize the emergency purchase of R22 for NHL Rink 1 at the Northtown Center.

3/24/2025
Consent

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

3. Resolution 2025-337

Ermergency Purchase Authorization - Boiler

Authorize the emergency purchase of a boiler for the Northtown Center at Amherst.

3/24/2025
Consent

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

4. Resolution 2025-338

Youth Leadership Development Program - CRS #5382

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Amherst Youth Foundation for the 2025 Youth Leadership Development Program, pending satisfactory completion of the contract routing process.

3/24/2025
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 2025-23

Notice of Claim: Dajon Tate Vs. Town of Amherst Et Al.

3/24/2025
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

XVII. PUBLIC EXPRESSION #2

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 7:40 PM.

The following speakers addressed the Town Board:
Chris Drongosky, Mill St - Ingram Micro leaving & golf course fees
John Trabert, 234 Mt Vernon Rd - residency requirement part of employment
Matt Plunkett, 299 Northill Dr - open Westwood to the public

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 7:46 PM.

XVIII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 1 unlisted item. The motion was seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was opened at 7:47 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was closed at 7:47 PM.

1. Resolution 2025-339

Request to Use Trust and Agency Funds

Suspension Item to Town Board Agenda of March 24, 2025

To: Deputy Supervisor Lavin

From: David Willer

Date: March 21, 2025

Re: Request to Use Trust and Agency Funds

We respectfully request approval to spend up to $1000 in Trust and Agency Funds, Account No. T4011-4002.

These funds were received from PEG Grant monies and will be used to purchase additional audiovisual equipment for the Council Chambers.

The account balance as of March 6, 2025 is $65,595.43.

3/24/2025
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 5-0.

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

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Berger and unanimously approved 5-0. The Town Board meeting of March 24, 2025 was adjourned at 7:55 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30236 **RESOLUTION 2025-290** **ADOPTED**

2025 Fire Protection District Contract

AGENDA ITEM : MARCH 24th, 2025

TO: **Town Board**

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

DATE: **March 19, 2025**

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

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

After the Public Hearing has been deemed closed, kindly pass a resolution authorizing the Supervisor to execute the contract referenced above and attached hereto.

Thank you.

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

3/24/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:00 PM.

Sam Alba, Interim Town Attorney, presented

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:01 PM.

A motion to adopt was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

F3012-4110 - $486,347.10

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Deputy Supervisor
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-2025-290 : 2025 Fire Protection District Contract: Swormville Fire Department, Inc.

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-2025-290 : 2025 Fire Protection District Contract: Swormville Fire Department, Inc.

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-2025-290 : 2025 Fire Protection District Contract: Swormville Fire Department, Inc.

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2025 for the 2025 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

Attachment: 2025SwormvilleFireProtectionContract (RES-2025-290 : 2025 Fire Protection District Contract: Swormville Fire Department, Inc.

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-2025-290 : 2025 Fire Protection District Contract: Swormville Fire Department, Inc.

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-2025-290 : 2025 Fire Protection District Contract: Swormville Fire Department, Inc.

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-2025-290 : 2025 Fire Protection District Contract: Swormville Fire Department, Inc.

Attachment: 2025FPDBudget-112520241109 12 (RES-2025-290 : 2025 Fire Protection District Contract: Swormville Fire Department, Inc. (CRS#

Town of Amherst
Fire Protection & Fire Districts
2025 Supervisor's Budget

			Phone 4060	Pension Phone / WC Cancer Reimb	Hydrant 4070	Pension 4090	Contract 4110	Cancer Insurance 8055	Workers Comp 8040	Taxes 4190	Deficit 4000	Appropriated Fund Balance or Plus Deficit Fund Balance	Less Interest Income	Amount Amount to Raise in Taxes
Fire Protection														
	Autumn Harvest	2024	106.00		2,620.00	-	59,502.15		-	-	-	(1,000.00)	(48.26)	61,179.89
	F3001	2025	100.00		2,620.00	-	53,621.53		-	-	-	(900.00)	(12.00)	55,429.53
			(6.00)		-	-	(5,880.62)	-	-	-	-	100.00	36.26	(5,750.36)
	Lamm Post	2024	-		1,150.00	-	0.22		-	-	-	-	(2.06)	1,148.16
	F3002	2025	-		1,150.00	-	0.12		-	-	-	(25.00)	(0.63)	1,124.49
			-		-	-	(0.10)	-	-	-	-	(25.00)	1.43	(23.67)
	Lehn- Springs	2024	20.00		500.00	-	11,723.92		-	-	-	-	(13.87)	12,230.05
	F3003	2025	20.00		500.00	-	12,691.39		-	-	-	(300.00)	(3.55)	12,907.84
			-		-	-	967.47	-	-	-	-	(300.00)	10.32	677.79
	Mill	2024	20.00		680.00	-	10,948.87		-	-	-	-	(7.87)	11,641.00
	F3004	2025	20.00		680.00	-	11,621.30		-	-	-	(75.00)	(2.18)	12,244.12
			-	-	-	-	672.43	-	-	-	-	(75.00)	5.69	603.12
	Ellicott Creek	2024	1,100.00	(6,106.00)	48,000.00	167,930.83	719,065.25	3,861.31	10,600.00	3,561.09	-	-	(382.71)	947,629.77
	F3009	2025	1,000.00	(6,106.00)	48,000.00	169,722.00	740,637.21	3,788.52	10,600.00	27.48	-	(500.00)	(102.22)	967,066.99
			(100.00)	-	-	1,791.17	21,571.96	(72.79)	-	(3,533.61)	-	(500.00)	280.49	19,437.22
	North Amherst	2024	500.00		33,400.00	140,381.31	148,629.52	1,930.66	6,300.00	-	-	(1,000.00)	(144.53)	329,996.96
	F3010	2025	500.00		33,400.00	154,084.00	156,061.00	2,141.34	6,300.00	-	-	(1,400.00)	(42.54)	351,043.80
			-	-	-	13,702.69	7,431.48	210.68	-	-	-	(400.00)	101.99	21,046.84
	Getzville	2024	2,200.00		123,000.00	233,285.83	1,372,981.20	5,726.45	15,000.00	7,090.03	-	(3,900.00)	(741.48)	1,754,642.03
	F3011	2025	2,000.00		123,000.00	255,052.00	1,414,170.63	6,313.87	15,000.00	50.11	-	(2,900.00)	(201.58)	1,812,485.03
			(200.00)	-	-	21,766.17	41,189.43	587.42	-	(7,039.92)	-	1,000.00	539.90	57,843.00
	Swormville	2024	750.00	(2,282.28)	43,250.00	81,240.80	472,181.65	5,910.63	14,000.00	-	-	(1,900.00)	(276.76)	612,874.04
	F3012	2025	750.00	(2,465.22)	43,250.00	82,604.93	486,347.10	6,156.80	14,000.00	-	-	(200.00)	(66.14)	630,377.47
			-	(182.94)	-	1,364.13	14,165.45	246.17	-	-	-	1,700.00	210.62	17,503.43
	East Amherst	2024	2,100.00	(1,901.78)	77,750.00	91,643.13	774,110.37	5,346.43	9,800.00	-	-	(2,500.00)	(408.55)	955,939.60
	F3013	2025	1,100.00	(2,222.27)	77,750.00	104,981.19	797,333.68	5,929.86	9,800.00	1,217.61	-	(1,200.00)	(110.82)	994,579.25
			(1,000.00)	(320.49)	-	13,338.06	23,223.31	583.43	-	1,217.61	-	1,300.00	297.73	38,639.65
	Main-Transit	2024	2,100.00		76,100.00	190,809.58	928,775.14	9,849.11	15,000.00	3,767.10	-	(1,600.00)	(502.47)	1,224,298.46
	F3014	2025	2,000.00		76,100.00	198,899.00	956,638.39	10,925.98	15,000.00	177.98	-	(1,500.00)	(140.63)	1,258,100.72
			(100.00)	-	-	8,089.42	27,863.25	1,076.87	-	(3,589.12)	-	100.00	361.84	33,802.26
	Park Club	2024	75.00		5,100.00	-	43,166.29			-	-	-	(32.78)	48,308.51
	F3015	2025	75.00		5,100.00	-	33,441.32			-	-	(400.00)	(8.78)	38,207.54
			-	-	-	-	(9,724.97)	-	-	-	-	(400.00)	24.00	(10,100.97)
	Williamsville - Sheridan	2024	625.00	(18,114.98)	12,600.00	-	299,395.45	5,055.23	13,059.75	-	-	(4,300.00)	(223.56)	308,096.89
	F3016	2025	625.00	(16,662.03)	12,600.00	-	272,382.06	5,976.78	10,685.25	-	-	(500.00)	(40.58)	285,066.48
			-	1,452.95	-	-	(27,013.39)	921.55	(2,374.50)	-	-	3,800.00	182.98	(23,030.41)
	North Bailey	2024	2,100.00		7,850.00	202,626.57	291,651.90	4,681.04	8,500.00	806.28	-	(1,000.00)	(215.10)	517,000.69
	F3018	2025	750.00		7,850.00	217,336.00	300,401.46	5,192.45	8,500.00	-	-	(1,800.00)	(68.35)	538,161.56
			(1,350.00)	-	-	14,709.43	8,749.56	511.41	-	(806.28)	-	(800.00)	146.75	21,160.87
	Totals	2024	11,696.00	(28,405.04)	432,000.00	1,107,918.05	5,132,131.93	42,360.86	92,259.75	15,224.50	-	(17,200.00)	(3,000.00)	6,784,986.05

Attachment: 2025FPDBudget-112520241109l2 (RES-2025-290 : 2025 Fire Protection District Contract: Sowrmville Fire Department, Inc. (CRS#

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: 03/24/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30212 A **RESOLUTION 2025-291** **ROLL CALL VOTE (ADOPTED)**

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

AGENDA ITEM : MARCH 24TH, 2025

TO: **Town Board**

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

DATE: **March 19, 2025**

RE: **2025 Waterline Improvements & Replacements**
2025-2030 C.I.P. - Project No. E-4
Bond Resolution - $3,402,000

The above-referenced matter is scheduled for a Public Hearing this evening at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

For ease of reference and to provide detailed information regarding the bond action, also attached is the Map Plan and Report for the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachments*, **Agenda Item – March 24, 2025**)
Daryl C. Bramer, Comptroller *(w/attachments)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachments)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Brian J. Armstrong, Director of Engineering Services *(w/attachments)*

3/24/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:01 PM.

Jessica Boudreau, Project Manager, presented.

The following residents spoke:

Don Smith, 201 N Long St
Paul Francavilla, 70 Cimarand Dr

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

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:11 PM.

A motion to adopt 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 - $3,402,000

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

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM January 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: 01_23_2025_E-4_Waterline Replacements (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution -

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the County of Erie, New York

March 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 March 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

* * *

The Supervisor stated that a public hearing had been called for this meeting at the Town Hall, 5583 Main Street, Williamsville, New York, at 7 o'clock P.M. (Prevailing Time) to consider the 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; 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

Attachment: CertExMins (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution - $3,402,000))

as may be required by law. The Town Clerk presented affidavits showing that the Notice of said public hearing had been duly published and posted pursuant to the provisions of Article 12 of the Town Law.

The Supervisor stated that the hearing in the said matter was now open and asked if there were any interested persons present who desired to be heard. The following persons appeared in favor of such increase and improvement of facilities of said District:

The following persons appeared in opposition to such increase and improvement of facilities:

The Supervisor inquired as to whether there were any other persons present who wished to be heard. No one appeared, whereupon the Supervisor declared the public hearing closed.

Attachment: CertExMins (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution - $3,402,000))

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 of Minutes of a meeting of the Town Board of said Town of Amherst duly called and held on March 24, 2025, has been compared by me with the original minutes as officially recorded in my office as Town Clerk, and is a true, complete and correct copy thereof and of the whole of said original minutes.

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)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertExMins (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution - $3,402,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MARCH 24, 2025, APPROPRIATING $3,402,000 FOR THE INCREASE AND IMPROVEMENT OF FACILITIES OF THE TOWN'S WATER DISTRICT NO. 15C, AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID TOWN IN THE PRINCIPAL AMOUNT OF $3,402,000 TO FINANCE SAID APPROPRIATION

Offered by: _____

Seconded By: _____

Recital

WHEREAS, following preparation of a map, plan and report and an estimate of cost for the increase and improvement of facilities of the Water District No. 15C (herein referred to as the "District"), in the Town of Amherst (herein called the "Town"), in the County of Erie, New York, and after a public hearing duly called and held on March 24, 2025, the Town Board of the Town determined that it is in the public interest to increase and improve the facilities of the District, and ordered that such facilities be so increased and improved;

Now, therefore, be it

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

Section 1. The Town hereby appropriates the amount of $3,402,000 for the increase and improvement of facilities of the District, consisting of watermain improvements and

Attachment: CertBondReso (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution - $3,402,000))

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) in connection therewith, as described in the map, plan and report dated January, 2025 prepared by the Town Engineering Department. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $3,402,000. The plan of financing includes the issuance of $3,402,000 bonds of the Town to finance said appropriation and the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same.

Section 2. Bonds of the Town are hereby authorized to be issued in the principal amount of $3,402,000 pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

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

(a) The period of probable usefulness of the class of objects or purposes for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 1 of the Law, is forty (40) 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. The foregoing statement of intent with respect to

Attachment: CertBondReso (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution - $3,402,000))

reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the serial 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 said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation said bonds shall be general obligations of the Town, payable as to both principal and interest by a 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 issued 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 the renewals of said bond anticipation notes, and as to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Attachment: CertBondReso (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution - $3,402,000))

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

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 7. This resolution shall take effect immediately and the Town Clerk is hereby authorized and directed to publish the foregoing bond resolution, in summary, in *"The Amherst Bee,"* a newspaper having a general circulation in said Town, which newspaper is hereby designated as the official newspaper of the Town for such publication, together with the Town Clerk's statutory notice in the form prescribed by Section 81.00 of the Local Finance Law of the State of New York.

Attachment: CertBondReso (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution - $3,402,000))

The adoption of the foregoing Resolution 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 Resolution was declared adopted.

Attachment: CertBondReso (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution - $3,402,000))

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 resolution of the Town Board of said Town adopted at a meeting duly called and held on March 24, 2025, has been compared by me with the original resolution 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 resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 24th day of March, 2025.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertBondReso (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution - $3,402,000))

At a 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 24th day of March, 2025.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Jacqualine Berger, Councilwoman
Deborah Bruch Bucki, Councilwoman
Shawn Lavin, Councilman
Michael R. Szukala, Councilman

In the Matter

of the

Increase and Improvement of Facilities of the Water District No. 15C, in the Town of Amherst, in the County of Erie, New York, pursuant to Section 202-b of the Town Law

---

Offered by: _____

Seconded By: _____

RESOLUTION AND
ORDER AFTER PUBLIC
HEARING

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of Water District No. 15C (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 a map, plan and report dated January, 2025, for the increase

Attachment: CertROAfterPH (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution - $3,402,000))

and improvement of facilities of 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) required in connection therewith as described in said report; and

WHEREAS, the Engineer has estimated that the cost of such increase and improvement of facilities shall be $3,402,000 and said map, plan and report have been filed with the Town Board; and

WHEREAS, the Town Board adopted an Order describing in general terms the proposed increase and improvement of such facilities, specifying the estimated cost thereof, and stating the Town Board would meet to hear all persons interested in said increase and improvement of facilities on March 24, 2025 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York; and

WHEREAS, a Notice of such public hearing was duly published and posted pursuant to the provisions of Article 12 of the Town Law; and

WHEREAS, such public hearing was duly held by the Town Board on the 24th day of March, 2025 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York, with considerable discussion on the matter having been had and all persons desiring to be heard having been heard, including those in favor of and those in opposition to said increase and improvement of such facilities; 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 such project is a Type II project which will not result in any significant adverse environmental

Attachment: CertROAfterPH (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution - $3,402,000))

impacts, 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

DETERMINED, that it is in the public interest to increase and improve the facilities of the District as hereinabove described, at the estimated total cost of $3,402,000; and it is hereby

ORDERED, that the facilities of the District shall be so increased and improved and that the Engineer shall prepare plans and specifications and make a careful estimate of the expense of said increase and improvement of such facilities and, with the assistance of the Town Attorney, shall prepare a proposed contract for such increase and improvement of facilities of the District, which plans and specifications, estimate and proposed contract shall be presented to the Town Board as soon as possible; and it is hereby

FURTHER ORDERED, that the expense of said increase and improvement of facilities shall be financed by the issuance of $3,402,000 bonds of the Town, and the cost of said increase and improvement of facilities, including payment of principal of and interest on said bonds, shall be paid by the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same; and it is hereby

FURTHER ORDERED, that the Town Clerk record, or cause to be recorded, a certified copy of this Resolution and Order After Public Hearing in the office of the Clerk of Erie County within ten (10) days after adoption thereof.

DATED: March 24, 2025

(SEAL)

TOWN BOARD OF THE TOWN OF AMHERST

Attachment: CertROAfterPH (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution - $3,402,000))

The adoption of the foregoing Resolution and 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 Resolution and Order were declared adopted.

Attachment: CertROAfterPH (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution - $3,402,000))

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 resolution and order of the Town Board of said Town adopted at a meeting duly called and held on March 24, 2025, has been compared by me with the original resolution and order 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 resolution and order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 24th day of March, 2025.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertROAfterPH (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution - $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-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution -

Town of Amherst
Engineering Services Department
2025 Waterline Replacements

Attachment: MPR 2025 E-4 Waterline Replacement (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution -

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-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution -

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-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution -

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM January 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-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution -



EXHIBIT 1: CIMARAND DRIVE (PHASE 1)



EXHIBIT 2: TRANSIT ROAD

Attachment: MPR 2025 E-4 Waterline Replacement (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution -



EXHIBIT 3: PINEVIEW DRIVE

Attachment: MPR 2025 E-4 Waterline Replacement (RES-2025-291 : 2025 Waterline Improvements & Replacements (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30222 **RESOLUTION 2025-292** **ROLL CALL VOTE (ADOPTED)**

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

AGENDA ITEM : MARCH 24TH, 2025

TO: **Town Board**

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

DATE: **March 17, 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

The above-referenced matter is scheduled for a Public Hearing this evening at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determinations for the above projects as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

For ease of reference and to provide detailed information regarding the bond action, also attached are the Map Plan and Reports for the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachments*, **Agenda Item – March 24, 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*)

3/24/2025

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:12 PM.

Vaishali Reberholt, Assistant Town Engineer, presented.

The following residents spoke:
Tom Frank, Main St
Don Smith, 201 N Long St

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

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:22 PM.

A motion to adopt 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 - $2,250,000

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 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: S-5_2025 Sanitary Sewer Assessement Projects _01_28_2025 (RES-2025-292 : Sanitary Sewer Projects -

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM January 28, 2025

TO: Vaishali Reberholt, P.E., Assistant Municipal Engineer
Engineering Department

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

RE: SEQR Determination
2025 Miscellaneous Sanitary 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: S-6_2025 Miscellanous Sanitary Repairs _01_28_2025 (RES-2025-292 : Sanitary Sewer Projects -

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM January 28, 2025

TO: Vaishali Reberholt, P.E., Assistant Municipal Engineer
Engineering Department

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

RE: SEQR Determination
2025 Miscellaneous Sanitary Sewer Relining /Manhole Rehabilitation
2025-2030 C.I.P. Project S-7

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5(c)(1) Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\S-7_2025 Miscellanous Sanitary Sewer Relining_Manhole Rehabilitation_01_28_2025.docx

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

Attachment: S-7_2025 Miscellanous Sanitary Sewer Relining_Manhole Rehabilitation_01_28_2025 (RES-2025-292 : Sanitary Sewer Projects -

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the County of Erie, New York

March 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 March 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

* * *

The Supervisor stated that a public hearing had been called for this meeting at the Town Hall, 5583 Main Street, Williamsville, New York, at 7 o'clock P.M. (Prevailing Time) to consider the increase and improvement of facilities of the Town's Consolidated Sanitary Sewer District (the "District"), at the estimated total cost of $2,250,000, consisting of (i) planning costs for 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 a respective map, plan and report, each dated January, 2025, prepared by the Town Engineering

Attachment: CertExMins (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond Resolution - $2,250,000))

Department; 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. The Town Clerk presented affidavits showing that the Notice of said public hearing had been duly published and posted pursuant to the provisions of Article 12 of the Town Law.

The Supervisor stated that the hearing in the said matter was now open and asked if there were any interested persons present who desired to be heard. The following persons appeared in favor of such increase and improvement of facilities of said District:

The following persons appeared in opposition to such increase and improvement of facilities:

The Supervisor inquired as to whether there were any other persons present who wished to be heard, whereupon the Supervisor declared the public hearing closed.

Attachment: CertExMins (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond Resolution - $2,250,000))

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 of Minutes of a meeting of the Town Board of said Town of Amherst duly called and held on March 24, 2025, has been compared by me with the original minutes as officially recorded in my office as Town Clerk, and is a true, complete and correct copy thereof and of the whole of said original minutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 24th day of March, 2025.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertExMins (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond Resolution - $2,250,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MARCH 24, 2025, APPROPRIATING $2,250,000 FOR THE INCREASE AND IMPROVEMENT OF FACILITIES OF THE TOWN'S CONSOLIDATED SANITARY SEWER DISTRICT, AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID TOWN IN THE PRINCIPAL AMOUNT OF $2,250,000 TO FINANCE SAID APPROPRIATION

Offered by: _____

Seconded By: _____

Recital

WHEREAS, after a public hearing duly called and held on March 24, 2025, the Town Board of the Town of Amherst (the "Town") determined that it is in the public interest to increase and improve the facilities of the Consolidated Sanitary Sewer District (herein referred to as the "District") in the total estimated maximum cost of $2,250,000, 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 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 a respective map, plan and report, each dated January, 2025, prepared by the Town Engineering Department, and ordered that such facilities be so increased and improved;

Now, therefore, be it

Attachment: CertBondReso (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond Resolution - $2,250,000))

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

Section 1. The Town hereby appropriates the total amount of $2,250,000 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 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 a respective map, plan and report, each dated January, 2025, prepared by the Town Engineering Department. The total estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $2,250,000. The plan of financing includes the issuance of $2,250,000 bonds of the Town to finance said appropriation and the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same.

Section 2. Bonds of the Town are hereby authorized to be issued in the principal amount of $2,250,000 pursuant to the provisions of the Local Finance Law, constituting

Attachment: CertBondReso (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond Resolution - $2,250,000))

Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

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

(a) The period of probable usefulness of the specific object or purpose for which said $250,000 bonds herein authorized by Section 1(i) of this resolution are to be issued, within the limitations of Section 11.00 a. 62(2nd) of the Law, is five (5) years are authorized to be issued; and

(b) The period of probable usefulness of the specific objects or purposes for which said $2,000,000 bonds herein authorized by Section 1(ii) and (iii) of this resolution are to be issued, within the limitations of Section 11.00 a. 4 of the Law, is forty (40) years are authorized to be issued; and

(c) 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. 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.

(d) The proposed maturity of the serial bonds authorized by Section 1(i) of this resolution will not exceed five (5) years. The proposed maturity of the serial bonds authorized by Section 1(ii) and (iii) of 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 said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon

Attachment: CertBondReso (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond Resolution - $2,250,000))

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 issued 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 the renewals of said bond anticipation notes, and as to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, 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 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

Attachment: CertBondReso (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond Resolution - $2,250,000))

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

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

Section 7. This resolution shall take effect immediately and the Town Clerk is hereby authorized and directed to publish the foregoing bond resolution, in summary, in *"The Amherst Bee,"* a newspaper having a general circulation in said Town, which newspaper is hereby Design Projectated as the official newspaper of the Town for such publication, together with the Town Clerk's statutory notice in the form prescribed by Section 81.00 of the Local Finance Law of the State of New York.

Attachment: CertBondReso (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond Resolution - $2,250,000))

The adoption of the foregoing Resolution 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 Resolution was declared adopted.

Attachment: CertBondReso (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond Resolution - $2,250,000))

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 resolution of the Town Board of said Town adopted at a meeting duly called and held on March 24, 2025, has been compared by me with the original resolution 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 resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 24th day of March, 2025.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertBondReso (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond Resolution - $2,250,000))

At a 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 24th 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: _____

RESOLUTION AND
ORDER AFTER PUBLIC
HEARING

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of Consolidated Sanitary Sewer District (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 three (3) maps, plans and reports,

Attachment: CertROAfterPH (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond Resolution - $2,250,000))

each 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 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), respectively; at the total estimated maximum cost of $2,250,000 required in connection therewith as described in said report; and

WHEREAS, the Engineer has estimated that the cost of such increase and improvement of facilities shall be $2,250,000 and said maps, plans and reports have been filed with the Town Board; and

WHEREAS, the Town Board adopted an Order describing in general terms the proposed increase and improvement of such facilities, specifying the estimated cost thereof, and stating the Town Board would meet to hear all persons interested in said increase and improvement of facilities on March 24, 2025 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York; and

WHEREAS, a Notice of such public hearing was duly published and posted pursuant to the provisions of Article 12 of the Town Law; and

WHEREAS, such public hearing was duly held by the Town Board on the 24th day of March, 2025 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York, with considerable discussion on the matter having been had and all persons desiring to be heard having been heard, including those in favor of and those in opposition to said increase and improvement of such facilities; and

Attachment: CertROAfterPH (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond Resolution - $2,250,000))

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 such project is a Type II project which will not result in any significant adverse environmental impacts, 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

DETERMINED, that it is in the public interest to increase and improve the facilities of the District as hereinabove described, at the estimated total cost of $2,250,000; and it is hereby

ORDERED, that the facilities of the District shall be so increased and improved and that the Engineer shall prepare plans and specifications and make a careful estimate of the expense of said increase and improvement of such facilities and, with the assistance of the Town Attorney, shall prepare a proposed contract for such increase and improvement of facilities of the District, which plans and specifications, estimate and proposed contract shall be presented to the Town Board as soon as possible; and it is hereby

FURTHER ORDERED, that the expense of said increase and improvement of facilities shall be financed by the issuance of $2,250,000 bonds of the Town, and the cost of said increase and improvement of facilities, including payment of principal of and interest on said bonds, shall be paid by the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same; and it is hereby

Attachment: CertROAfterPH (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond Resolution - $2,250,000))

FURTHER ORDERED, that the Town Clerk record, or cause to be recorded, a certified copy of this Resolution and Order After Public Hearing in the office of the Clerk of Erie County within ten (10) days after adoption thereof.

DATED: March 24, 2025

(SEAL)

TOWN BOARD OF THE TOWN OF AMHERST

Attachment: CertROAfterPH (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond Resolution - $2,250,000))

The adoption of the foregoing Resolution and 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 Resolution and Order were declared adopted.

Attachment: CertROAfterPH (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond Resolution - $2,250,000))

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 resolution and order of the Town Board of said Town adopted at a meeting duly called and held on March 24, 2025, has been compared by me with the original resolution and order 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 resolution and order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 24th day of March, 2025.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertROAfterPH (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond Resolution - $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-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond

TOWN OF AMHERST
2025 SANITARY SEWER ASSESSMENT PROJECTS

INTERCEPTOR REHABILITATION AND H2S STUDY

Attachment: MPR 2025 S-5 Sanitary Sewer Studies (RES-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond

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-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (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

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-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond

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-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond

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-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (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

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-2025-292 : Sanitary Sewer Projects - Assessment/Repair/Relining.Rehab (Bond

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-2025-292 : 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-2025-292 : 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-2025-292 : 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-2025-292 : 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: 03/24/25 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 30192 **RESOLUTION 2025-293** **ADOPTED**

Authorize Strategic Economic Development Professional Services Contract - CRS #5386

WHEREAS, Bolton-St. Johns agrees to provide legislative and regulatory representation in New York State for the term beginning March 1, 2025 - February 28, 2026;

BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the attached contract with Bolton St. Johns pending successful completion of contract routing system.

3/24/2025
Consent

FINANCIAL IMPACT:

A1220-4110 $20,000

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

Attachment: 25-26 Agreement w Bolton St John (RES-2025-293 : Authorize Strategic Economic Development Professional Services Contract -

ALBANY • BUFFALO • NEW YORK CITY • WASHINGTON, DC

BOLTON ST. JOHNS

Government Relations & Public Affairs Consulting

New York State Commission
on Ethics and Lobbying in Government
540 Broadway
Albany, NY 12207

Bolton-St. Johns, LLC ("BSJ") agrees to provide **The Town of Amherst** for the benefit of **The Town of Amherst ("Client")** with legislative and regulatory representation in **New York State** for the term beginning **March 1, 2025 - February 28, 2026.** Compensation shall be paid as follows:

- **March 1, 2025 - February 28, 2026 - $1,667 per month**

After the initial thirty (30) day period, this agreement is cancelable upon thirty (30) days written notice by either party. A written notice of termination must be sent to Dottino@boltonstjohns.com indicating the effective date of termination. If this is **not received**, BSJ will consider the authorization to be valid.

Other services in addition to lobbying will not be provided by the Lobbyist.

If the above meets with your approval, please so indicate by signing and dating this lobby authorization letter in the space provided below and returning a pdf copy for BSJ to file with New York State Commission on Ethics and Lobbying in Government.

Agreed to and Accepted By:
The Town of Amherst

Bolton St. Johns, LLC

_____
Brian Kulpa, Town Supervisor

_____
Giorgio DeRosa, Partner

Date: _____

New York City: 11 Park Place, Office 04-136, New York, NY 10007
Albany: **(518) 462-4620** - 146 State Street - Albany, NY 12207 - Fax (518) 426-1631
Washington, DC: 1701 Rhode Island Ave NW, Washington, DC 20036
www.boltonstjohns.com

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 30193 **RESOLUTION 2025-294** **ADOPTED**

Williamsville Farmers Market 2025 License Agreement - Village Preservation Foundation - CRS #5387

Kindly adopt a resolution authorizing the Supervisor to execute the attached 2025 License Agreement for the Village Preservation Foundation to use the Town Lot for the Williamsville Farmer's Market for the year 2025 on Saturdays, beginning 5/24/25 and ending 11/1/25 subject to successful completion of the contract routing system. (CRS #5387).

3/24/2025
Consent

FINANCIAL IMPACT:

A1420-02770 ($50.00)

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

March 12, 2025

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Town Board:

The Williamsville Farmer's Market would like to request permission to use the town parking lot between the Williamsville Library and the Amherst Town Hall every Saturday for the upcoming 2025 Season. The back southwest parking lot would be used the Saturday following Old Home Days, which is TBD, and whenever sealing of the front parking lot is taking place. We would also request permission to use the green space on the west side of the Town Hall Entrance. The season will begin on 5/24/2025 and end on 11/1/2025.

Insurance Certificate is being retained listing the Town of Amherst as additionally insured. We will not be requesting use of power from the library.

Thank you for your continued support of the Williamsville Farmer's Market.

Sincerely

Ellie Grenauer

Ellie Grenauer
Williamsville Farmer's Market
Executive Officer

CC: Village of Williamsville Board

Attachment: 2025 Letter for Farmers Market (RES-2025-294 : Williamsville Farmers Market 2025 License Agreement - Village Preservation

LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this "Agreement") entered into as of the 17th day of May, 2025, by and between the **TOWN OF AMHERST** (hereinafter "Town"), a municipal corporation organized and existing under and by virtue of the laws of the State of New York and with offices and principal place of business at 5583 Main Street, Williamsville, New York 14221, and the **VILLAGE PRESERVATION FOUNDATION** (hereinafter "Foundation"), a not-for-profit corporation organized and existing under and by virtue of the laws of the State of New York and with offices and principal place of business at 130 Milton Street, Williamsville, New York 14221.

WHEREAS, the Town has ownership of certain lands described as the parking lot located between the Williamsville Library and the Amherst Town Hall, the grassy area outside of the Town Hall and the Williamsville Library and the steps of the Town Hall (hereinafter "Licensed Property").

WHEREAS, the Foundation wishes to operate a Farmer's Market every Saturday during the 2025 growing and harvest season (hereinafter "Farmer's Market") utilizing the Licensed Property.

WHEREAS, the Town wishes to accommodate the operation of the Farmer's Market by the Foundation on the Licensed Property upon and subject to the terms and conditions set forth in this Agreement.

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

1. Grant of License. The Town hereby grants to the Foundation, and the Foundation hereby accepts from the Town, a non-exclusive license to use the Licensed Property for the purpose of operating the Farmer's Market, subject, however, to the terms and conditions of this Agreement.

2. License Fee. The Foundation shall pay the Town a license fee in the amount of Fifty Dollars and Zero Cents ($50.00) to be paid in full by May 23, 2025, for use of the Licensed Property for the Term as defined in this Agreement.

3. Term of License. The term of the license granted by this Agreement shall commence on May 24, 2025 and shall terminate on November 1, 2025 (hereinafter "Term").

4. Hours of Operation and Compliance with Laws. The Foundation's use of the Licensed Property shall be limited to each Saturday, between 6:00 am and 2:00 pm, from May 25, 2025 through November 1, 2025, inclusive. The Foundation shall use the Licensed Property solely for purposes of the Farmer's Market. The Foundation, in exercising its rights hereunder, shall comply with all applicable Federal, New York State, County of Erie and Town of Amherst statutes, ordinances, local laws, codes, rules and regulations.

Attachment: Contract w VPF signature (RES-2025-294 : Williamsville Farmers Market 2025 License Agreement - Village Preservation

5. Permitted Uses. Upon the Licensed Property, the Foundation may allow vendors to operate and, if needed, may place up to four (4) garbage cans, two (2) recycling totes, and two (2) picnic tables. Neither the Foundation nor any of its Farmer's Market vendors shall mark any of the sidewalks or other paved area with any substance other than sidewalk chalk.

6. Indemnification. To the fullest extent permitted by law, the Foundation shall at all times defend, indemnify and hold the Town and their respective members, officers, agents, employees, contractors, visitors and invitees, harmless from and against any and all damages, claims, demands, actions, or causes of action and all related costs and expenses (including reasonable attorneys' fees and expert witness fees), losses, fines, penalties, injury and liabilities of every kind and nature (hereinafter collectively referred to as "Claims"), for personal injuries, death and/or property damage arising from or out of the Foundation's use of the Licensed Property, its exercise of the license rights and privileges granted pursuant to this Agreement, and/or by reason of the Foundation's failure to observe or perform any of the terms, conditions, covenants or agreements to be observed or performed under or pursuant to this Agreement, whether such Claims are asserted by the Town, the Foundation, third parties, or their respective agents, contractors, employees, invitees, or licensees, excepting those Claims which are the result of either (i) the negligence or intentional acts of the Town or their respective agents, employees, invitees or contractors; or (ii) the any failure on the part of the Town to observe or perform any of the terms, conditions, covenants or agreements to be observed or performed under or pursuant to this Agreement. Expiration or termination of the Term of this Agreement shall not affect the continuing obligations of the Foundation as an indemnitor hereunder for any such Claims which accrue or relate to an event which occurred prior to the expiration or termination of this Agreement.

7. Insurance. The Foundation shall, during the Term herein, carry and maintain, at its own cost and expense comprehensive general liability insurance with a combined single limit of at least One Million Dollars and Zero Cents ($1,000,000.00), protecting and indemnifying the Foundation, the Town against any and all claims for injury or damage to persons or property or for loss of life or of property occurring upon, in or about the Licensed Property, excepting such claims which are the result of either (i) the negligence or intentional acts of the Town or their respective agents, employees, invitees or contractors; or (ii) the any failure on the part of the Town to observe or perform any of the terms, conditions, covenants or agreements to be observed or performed by the Town pursuant to this Agreement; such insurance to include, without limitation, contractual liability insurance coverage with respect to the obligations and liabilities of the Foundation under this Agreement to indemnify the Town. In addition, the Foundation shall require each Farmer's Market vendor to procure both general liability and products liability insurance with limits of not less than One Million Dollars and Zero Cents ($1,000,000.00) per occurrence naming the Town as additional insured on a primary basis as certificate holders. Prior to the commencement of the Term of this Agreement, the Foundation shall deliver to the Town a list of vendors all certificates evidencing the insurance required by

Attachment: Contract w VPF signature (RES-2025-294 : Williamsville Farmers Market 2025 License Agreement - Village Preservation

this section. Neither the Town, nor its agents or employees, makes any representation with respect to the adequacy of the scope or limits of the insurance coverage specified in this Agreement.

8. Release of Liability. To the fullest extent permitted by law, the Foundation, for itself and its Farmer's Market vendors, and their respective employees, agents, contractors, and invitees, hereby releases the Town and its respective officers, employees, contractors, agents, successors and assigns (hereinafter collectively referred to as "Related Parties") of and from any and all damages, claims, demands, actions, or causes of action, losses, fines, injury, and liabilities of every kind and nature for personal injuries, death and/or property damage arising out of the Foundation's exercise of the license rights granted pursuant to this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Town.

9. No Waiver. The failure of the Town to insist, in any one or more instances, upon the performance by the Foundation of any of the covenants of this Agreement, or to exercise any right hereunder, shall not be construed as a waiver or a relinquishment for the future of any such covenant or right, but the same shall continue and remain in full force and effect.

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

11. Nature of License Agreement. The revocable license granted herein:

(a) Is not a conveyance or lease of real property;

(b) Is not intended to grant or convey to the Foundation the exclusive use of the land on which the Farmer's Market is operated;

(c) Is granted subject to grants, conveyances, easements, and rights-of-way heretofore made to others; and

(d) Is granted subject to the right (which the Town hereby reserves) of the Town to:

(i) Use and enjoy the lands within the boundaries of the Licensed Area in any manner that does not unreasonably interfere with the rights herein granted to the Foundation, and

(ii) Grant and convey easements and rights-of-way to others over, across, under, and through the Licensed Area, provided such easements and rights-of-way do not unreasonably interfere with the rights herein granted to the Foundation.

Attachment: Contract w VPF signature (RES-2025-294 : Williamsville Farmers Market 2025 License Agreement - Village Preservation

12. Maintenance and Repairs. The Foundation agrees to take good care of the Licensed Property and to perform, at its sole cost and expense, all maintenance and make all repairs (except any repairs and maintenance required by latent defects in the Licensed Property) during the Term of this Agreement made necessary by the Foundation's use of said property. Upon the expiration or earlier termination of this Agreement, the Foundation shall deliver up the Licensed Property to the Town in good order and the condition is what it existed prior to the Foundation's use of the property. The Foundation's obligations under this section shall survive the expiration or earlier termination of this Agreement.

13. Restriction against Assignment. The Foundation shall not assign this Agreement or its rights or interest herein, without the express, prior written consent of the Town, which the Town may deny in its sole discretion.

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

15. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, and may be executed and delivered by facsimile or e-mail transmission. Facsimile or e-mail copies of the fully executed Agreement shall have the same force and effect as originals and the same admissibility in evidence as an Agreement containing an original signature. The parties hereby waive any objection to the contrary.

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

TOWN OF AMHERST

By: _____

Name: Brian J. Kulpa

Title: Supervisor

WILLIAMSVILLE FARMERS MARKET

By: _____

Name: Ellie Grenauer

Title: Market Administrator

Attachment: Contract w VPF signature (RES-2025-294 : Williamsville Farmers Market 2025 License Agreement - Village Preservation

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 30202 **RESOLUTION 2025-295** **ADOPTED AS AMENDED**

Resolution for Town Acceptance of the Agriculture and Open Space Inventory and Prioritization Study

WHEREAS, the Town Board authorized pursuit of a grant from Erie County for the preparation of an Agriculture and Open Space Inventory and Prioritization Study on March 6, 2023 to inform planning in north Amherst and the continuation of a conservation easement program as recommended by the Amherst Farmland Protection and Agricultural Development Plan; and

WHEREAS, the Town contracted with Fisher Associates on July 24, 2023 to complete the Agriculture and Open Space Inventory and Prioritization study; and

WHEREAS, the Study was prepared and endorsed by an Open Space Committee comprised of representatives from the Town, Erie County, Western New York Land Conservancy, and the Amherst Conservation Advisory Council; and

WHEREAS, the Town Board directs the Planning Department to clarify the use of the term "acquisition" in the Report, and correct minor mapping errors; now therefore be it

RESOLVED, that the Town Board accepts the Study and Report and authorizes its use as a resource to support planning and zoning in Amherst and to guide the preservation of agricultural and open space lands.

3/24/2025
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion was then made by Supervisor Kulpa to amend, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

This action will have no impact on the Town operating budget or on the tax rate.

RESULT:	**ADOPTED AS AMENDED [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 Ulatowski, AI
Assistant Planning Dire

March 21, 2025

TO: Amherst Town Board

FROM: Daniel C. Howard, Planning Director

RE: Agriculture and Open Space Inventory and Prioritization

The Agriculture and Open Space Inventory and Prioritization study conduction by Fisher Associates in conjunction with the Amherst Planning Department is provided on our website under Project Initiatives or by clicking the link at the bottom of this memo. The Town undertook this study to identify land parcels and assess their potential for open space and agricultural preservation as recommended by the Farmland Protection and Agricultural Development Plan (2021). This study can be an important resource for informing any conservation easement program and for assessment of open space acquisition requests/offerings.

The inventory identified over 700 public and private undeveloped land parcels in the specified study area. To identify the most critical parcels for conservation, Fisher established selection criteria for both agricultural and open space purposes. The criteria were used to score parcels based on size, location, use, presence of natural features and adjacency to valued lands. Fisher then used the scores to categorized the parcels to identify the best candidates for acquisition and conservation. A total of 20 parcels scored highly and are recommended for acquisition under a conservation easement program. Additionally, the study and its results can be a valuable tool for the Town to use when considering land use policies and development decisions that involve specific parcels in north Amherst.

I respectfully request your consideration of the attached draft resolution at your meeting on March 24, 2025.

Agriculture and Open Space Inventory and Prioritization study
https://www.amherst.ny.us/pdf/planning/250321_open_space_inventory_study.pdf

Attachment: BK_Memo_Strategy_032125 (RES-2025-295 : Resolution for Town Acceptance of the Agriculture and Open Space Inventory and

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 30218 **RESOLUTION 2025-296** **ADOPTED**

Set Public Hearing Date – Parking Restriction on Steinway Court at Maple Road

Please schedule a public hearing on April 28, 2025 to establish a 'No Standing' restriction on both sides of Steinway Court at the Maple Road intersection.

> "Vehicles are hereby no longer permitted to 'stand', at any time, on both sides of Steinway Court for a distance of 58 feet measured from the south curbline of Maple Road."

3/24/2025
Consent

FINANCIAL IMPACT:

None for public hearing.

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 30219 **RESOLUTION 2025-297** **ADOPTED**

Set Public Hearing Date – Homecrest Drive and Hillcrest Drive All-Way Stop Intersection

Please set a public hearing at the April 28, 2025 Town Board meeting to install additional stop signs at the intersection of Homecrest Drive and Hillcrest Drive making it an all-way stop.

> "The intersection of Homecrest Drive and Hillcrest Drive is hereby designated as a multi-way stop intersection and stop signs shall control all legs of the intersection."

3/24/2025
Consent

FINANCIAL IMPACT:

None for public hearing.

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Councilmembers
Initiated by: **Angela Marinucci**
Co-Sponsored by:

DOC ID: 30194 **RESOLUTION 2025-298** **ADOPTED**

Amherst Community Diversity Commission Appointment

WHEREAS, the purpose of the Amherst Community Diversity Commission (ACDC) is to enhance and increase cooperation, understanding, and dialogue among residents of diverse cultural, religious, socio-economic and racial backgrounds, and to promote inclusion throughout the town; and

WHEREAS, the ACDC has a maximum roster of 15 members, with the Supervisor and each Councilmember personally appointing up to three individual members who shall serve a two year term; and

WHEREAS, Solomon Joseph expressed interest in serving on the ACDC;

NOW, THEREFORE, BE IT RESOLVED, that the Amherst Town Board appoints Solomon Joseph to the Amherst Community Diversity Commission, for a term to expire 12/31/2026.

3/24/2025
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30234 **RESOLUTION 2025-299** **ADOPTED**

Cooperative Operations and Maintenance Agreement Extension - OPRHP (CRS #5390)

AGENDA ITEM : MARCH 24th, 2025

TO: **Town Board**

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

DATE: **March 19, 2025**

RE: **Cooperative Operations and Maintenance Agreement Extension, OPRHP, Amherst State Park (CRS #5390)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached extension to the Cooperative Operations and Maintenance Agreement with respect to the above project and location pending successful completion of the Contract Routing System.

Thank you.

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

3/24/2025
Consent

FINANCIAL IMPACT:

50% of revenues in excess of Town annual expenditures remitted to Parks annually to reimburse Parks for purchase price of property ($2,500,000)

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

New York State
Parks, Recreation and
Historic Preservation

PARTNERSHIP AGREEMENT SIGNATURE MEMO

for paper contracts

Contract Summary

Contract No.	0112M	☐ new	☒ renewal	☐ amendment
Project No.	01-AMHRST-0131			
Agreement Type	Municipal			

Partner: Town of Amherst
Park/Historic Site: Amherst State Park

Term: 25 years
Fee: n/a

Summary:

Operation of State Park by Town of Amherst; renewal of original January 2000 agreement at purchase

Reviewed by Regional Director: [initials] (initials) on 2/24/25 (date)

Approved for Signature by General Counsel: [initials] (initials) on 2/24/25 (date)

Instructions: Accompanying this cover memo are 2 signature copies of the agreement. Please sign all copies of all documents where indicated and initial this cover memo in the Signature Record section below. If a notary block is provided on the agreement's signature page, your signature must be notarized. This memo and all copies of the contract should be returned to:

OPRHP Counsel's Office
625 Broadway, 2nd Floor
Albany, New York 12207
Attn: Catlin Smith

One original copy of the fully signed and approved agreement will be returned to you at the address provided in the agreement for official notices; an electronic copy will also be sent via email.

Please direct questions about this signature package to Vince Iacovitti at VincentT.Iacovitti@parks.ny.gov.

Signature Record

Signed by Partner _____ (initials) on _____ (date)

Signed by Executive Deputy Commissioner [initials] (initials) on 2-26-25 (date)

Required External Approvals

☒ None
☐ Attorney General
☐ State Comptroller

09/2023

Attachment: OPRHPExtension.AmherstStatePark (RES-2025-299 : Cooperative Operations and Maintenance Agreement Extension - OPRHP

New York State
Parks, Recreation and
Historic Preservation

KATHY HOCHUL
Governor

RANDY SIMONS
Commissioner Pro Tempore

February 25, 2025

Town of Amherst
5583 Main Street
Williamsville, New York 14221
Attn: Brian Kulpa, Town Supervisor

RE: Cooperative Operations and Maintenance Agreement, Amherst State Park (0112M)
Renewal

Dear Supervisor Kulpa:

This letter concerns the cooperative operations and maintenance agreement for Amherst State Park between the New York State Office of Parks, Reservation and Historic Preservation and the Town of Amherst (OPRHP Contract No. 0112M), the initial term of which expires on January 9, 2025. Pursuant to Section 12 of the agreement, a renewal term of 25 years is available at the option of the Town. A copy of the existing agreement is enclosed for your reference.

Should you agree to continue Contract No. 0112M for the operation and maintenance of Amherst State Park for the renewal term, please sign and date the acknowledgement below and return this letter. Once signed by both parties this letter extends the agreement for an additional 25 years to January 9, 2050. All other terms and conditions of the agreement, including the provision of Section 12 allowing for early termination, continue as originally written.

The State of New York is grateful for the Town's operation of the park, and we look forward to continuing our cooperative relationship into the future.

Very truly yours,

Thomas J. Alworth
Executive Deputy Commissioner

Acknowledgement by Town of Amherst

Date

By:
Title:

Attachment: OPRHPExtension.AmherstStatePark (RES-2025-299 : Cooperative Operations and Maintenance Agreement Extension - OPRHP

New York State
Parks, Recreation and
Historic Preservation

KATHY HOCHUL
Governor

RANDY SIMONS
Commissioner Pro Tempore

February 25, 2025

Town of Amherst
5583 Main Street
Williamsville, New York 14221
Attn: Brian Kulpa, Town Supervisor

RE: Cooperative Operations and Maintenance Agreement, Amherst State Park (0112M)
Renewal

Dear Supervisor Kulpa:

This letter concerns the cooperative operations and maintenance agreement for Amherst State Park between the New York State Office of Parks, Reservation and Historic Preservation and the Town of Amherst (OPRHP Contract No. 0112M), the initial term of which expires on January 9, 2025. Pursuant to Section 12 of the agreement, a renewal term of 25 years is available at the option of the Town. A copy of the existing agreement is enclosed for your reference.

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The State of New York is grateful for the Town's operation of the park, and we look forward to continuing our cooperative relationship into the future.

Very truly yours,

Thomas J. Alworth
Executive Deputy Commissioner

Acknowledgement by Town of Amherst

Date _____

By: _____
Title:

Attachment: OPRHPExtension.AmherstStatePark (RES-2025-299 : Cooperative Operations and Maintenance Agreement Extension - OPRHP

Conforming Copy

COOPERATIVE OPERATIONS AND MAINTENANCE AGREEMENT

THIS AGREEMENT made this 10th day of January 2003, among the Town of Amherst, with offices at , New York 14226 (hereinafter referred to as ("TOWN"), and the PEOPLE OF THE STATE OF NEW YORK, acting by an through the New York State Office of Parks, Recreation and Historic Preservation, with office at Agency Building 1, Empire State Plaza, Albany, New York 12238 (hereinafter referred to as "PARKS").

W I T N E S S E T H:

WHEREAS, PARKS is authorized to acquire real property for public recreational purposes and to maintain, operate and administer any property so acquired directly, or by contract, lease or license, and

WHEREAS, PARKS and TOWN desire to work cooperatively to make certain real property known as the St. Mary's of the Angel's parcel is made available for public recreation and conservation of open space, and

WHEREAS, improvement to and management of the property shall be compatible with the aforementioned purposes and provide for passive or low intensity recreational educational and conservation purposes, and

WHEREAS, the TOWN is willing to accept full responsibility for the administration, development, maintenance and operation of said property,

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, PARKS, and TOWN hereby agree as follows:

1. PARKS will purchase property as identified in Schedule A hereinafter attached, in order to establish a public park (or the "park") by expenditure of Two Million Five Hundred Thousand Dollars ($2,500,000.00) to acquire the "Park". It is understood that in addition to these expenditures, PARKS may be expending other monies to cover various costs connected with or incidental to, the purchase of the "Park." It is understood that the obligations of PARKS under this paragraph are contingent upon the approval of the Attorney General and the Comptroller of the State of New York.

Attachment: OPRHPExtension.AmherstStatePark (RES-2025-299 : Cooperative Operations and Maintenance Agreement Extension - OPRHP

2. PARKS shall hold title to the subject property. Except as provided for herein or in the management plan to be developed pursuant to Paragraph 3 of this Agreement, all actions involving the use, change of use, development and improvement of the property shall require the formal, prior approval of PARKS, and, unless specifically agreed to otherwise at the time or unless provided for herein, all costs and expenses involved in such actions shall be borne by TOWN. Nothing contained in this agreement shall be deemed or construed to mean that the State of New York acting through PARKS consents to a waiver of its sovereign immunity with respect to the activities, rights or responsibilities described herein.

3. The TOWN shall assume the full cost and responsibility for the development, operation, maintenance, security and administration of the property. PARKS and TOWN agree to contribute pursuant to the management plan described herein. The TOWN will develop a management plan for the property, the provisions of which must be reviewed and approved by PARKS. Such management plan shall be submitted to PARKS for review no later than 12 months after the effective date of this agreement. Should the parties deem any provision(s) of the management plan unacceptable, or should future modifications of the plan be warranted, the parties shall cooperate to the utmost extent to negotiate provisions, which shall be satisfactory to each. If PARKS constructs any structures or facilities on the "Park", PARKS will maintain said structures and facilities unless otherwise agreed to.

4. The subject property shall be used for passive, low intensity recreational, educational and conservation purposes and shall be designated as "Amherst State Park, operated and maintained by the Town of Amherst." Substantial man-made physical changes to the property shall be minimal. Traditional passive recreation uses and development of supporting infrastructure of the property shall not be unduly restricted or prohibited.

5. The TOWN shall act as the lead agency for meeting the requirements of the State Environmental Quality Review Act in connection with the management plan and all of the function and activities set forth in Paragraphs 3 and 4 of this agreement.

6. Subject only to particular provisions of this agreement, duly authorized officers or employees of each of the parties hereto shall have unrestricted access to the subject property at all times for all purposes without need to obtain the permission or consent of any other party hereto.

7. The property shall be open and available to the general public on an equal basis and under no event shall access be limited to residents of the TOWN or any other designated local government.

8. It is understood and agreed between the parties that the property is being acquired for the use and benefit of the public, and not for revenue producing purposes. In accordance with this principle, the TOWN may establish fees for access to or use of the property with the prior written approval of PARKS. Fees shall be consistent with the fees charged by PARKS at comparable facilities

Attachment: OPRHPExtension.AmherstStatePark (RES-2025-299 : Cooperative Operations and Maintenance Agreement Extension - OPRHP

in Erie County or as mutually agreed by the parties for special purposes. The TOWN shall be permitted to retain any fees or revenues from the use or operation of the property in an amount not to exceed the amount of expenditures made by the TOWN annually, in the development, maintenance, operation or administration of the property, including any payment made in lieu of taxes. Fifty percent (50%) of the revenues collected in excess of the TOWN annual expenditures shall be remitted to PARKS annually to reimburse PARKS the purchase price of the property. Thereafter, any such excess revenues shall be retained by the TOWN and dedicated to the continued operation, maintenance and capital improvement of the property.

9. TOWN shall hold harmless PARKS from all claims, damage, judgments or awards for injury to person or property, which may be a direct result of the negligent management or operation of the property by the TOWN pursuant to Paragraph 3 of this agreement. However, this paragraph shall not be construed to change the general underlying liability relationship of the parties as established by Paragraph 2 of this agreement with regard to all other activities of the owners within the "Park" or with regard to public use of the "Park."

10. It is hereby agreed that, in accordance with the provisions of Section 41 of the State Finance Law, the State of New York acting through PARKS shall not be responsible for any expenditure whatsoever in connection with the property to be administered and maintained pursuant to this agreement, except to the extent that funds have been or will be appropriated for such purpose and made available, therefore by the Director of the Budget of the State of New York.

11. The TOWN shall maintain separate accounting and fiscal records of all receipts and expenditures of funds in connection with the development, operation, maintenance and administration of the property and shall produce records for examination at such reasonable time or times as may be requested by PARKS and/or the New York State Department of Audit and Control and shall permit extracts therefrom and copies to be made by authorized representatives from PARKS and/or the New York State Department of Audit and Control. In addition, the TOWN shall provide PARKS with an annual report, if requested by PARKS, of all revenues received and expenditures incurred in connection with the development, maintenance, operation and administration of the property.

12. This instrument shall not take effect until it has been approved by the Attorney General and Comptroller of the State of New York and shall remain in effect from the date of approval by the Comptroller of the State of New York for a period of twenty-five (25) years, with an option to renew the agreement for an additional twenty-five (25) years on the part of the TOWN. Each of the parties hereto may terminate this Agreement upon 90 days written notice to the other party.

Attachment: OPRHPExtension.AmherstStatePark (RES-2025-299 : Cooperative Operations and Maintenance Agreement Extension - OPRHP

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first written above.

TOWN OF AMHERST

By: _____

Name: _____

Title: Town Supervisor

PEOPLE OF THE STATE OF NEW YORK
ACTING BY AND THROUGH THE
COMMISSIONER OF PARKS, RECREATION
AND HISTORIC PRESERVATION

By: _____
Albert E. Caccese, Deputy Commissioner for
Land Management

Approved As To Form:

ATTORNEY GENERAL:

NYS COMPTROLLER:

Attachment: OPRHPExtension.AmherstStatePark (RES-2025-299 : Cooperative Operations and Maintenance Agreement Extension - OPRHP

TOWN OF AMHERST ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
TOWN OF ~~ERIE~~ Albany)

On the 10th day of January, in the year ~~200~~ 2000 before me, the undersigned, a Notary Public in and for said State, personally 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 behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

DEPUTY COMMISSIONER ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
TOWN OF ALBANY)

On the 1st day of Feb, in the year 2000, before me, the undersigned, a Notary Public in and for said State, personally 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 behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

STEPHEN C. LEWIS
Notary Public, State of New York
No. 01LE5017729
Qualified in Schenectady County
Commission Expires September 13, 20 00

Attachment: OPRHPExtension.AmherstStatePark (RES-2025-299 : Cooperative Operations and Maintenance Agreement Extension - OPRHP

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30233 **RESOLUTION 2025-300** **ADOPTED**

Land Lease Agreement - 1265 Smith Road (CRS #5389)

AGENDA ITEM : MARCH 24th, 2025

TO: **Town Board**

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

DATE: **March 19, 2025**

RE: **Land Lease Agreement (1265 Smith Road)**
Town of Amherst and Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless (CRS #5389)

Kindly adopt a resolution authorizing the Supervisor to execute the attached Land Lease Agreement with respect to the above project and location pending successful completion of the Contract Routing System subject to a 30-day permissive referendum.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachments, **Agenda Item – March 24, 2025**)

3/24/2025
Consent

FINANCIAL IMPACT:

Annual rental - $18,000, paid in monthly installments of $1,500 on the 1st of each month. Annual rent to increase by 2% at the anniversary of commencement date, each year

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

SITE NAME: Swormville
MDG Location Id: 5000921671
ATTY/DATE: NP/February 2025

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made by and between Town of Amherst, with an address of 5583 Main Street, Williamsville, New York 14221 ("LESSOR") and Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless with an address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment ("Use") upon a portion of that real property owned, leased or controlled by LESSOR located at 1265 Smith Road in the Town of Amherst, Erie County, New York, Tax Map No. 28.04-1-45 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is approximately 10,000 square feet and is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. The initial term of this Agreement shall automatically be extended for 4 additional 5-year terms unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current extension term. The initial term and any extension terms shall be collectively referred to herein as the "Term".

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of $18,000.00, to be paid in equal monthly installments of $1,500.00 on the first day of the month, in advance, to LESSOR or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. The initial rental payment shall be delivered by LESSEE no later than 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. Each year during the Term, as of the anniversary of the Commencement Date, annual rent shall increase by 2% over the rent for the immediately preceding year.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such

other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS/UTILITIES. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 30 foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services as deemed necessary or appropriate by LESSEE for the operation of its communications equipment. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris but nonetheless in "as is" condition. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 23).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. Notwithstanding the foregoing, LESSEE shall comply with landscaping required by the Town of Amherst Zoning Board of Appeals Special Use Permit conditions. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall only be required to obtain LESSOR consent for modifications that increase LESSEE's Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Premises.

Subject to the terms of this Agreement, LESSEE shall accommodate LESSOR's request to install LESSOR's communications equipment required for emergency or other public purpose on the tower without cost as agreed between the Parties. LESSOR shall submit construction plans for its proposed communications equipment on the tower to LESSEE for LESSEE's approval prior to construction, which shall not be unreasonably withheld, conditioned or delayed. LESSEE shall not be required to relocate its own equipment or the equipment of any other carrier installed on the tower prior to LESSOR's request.

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities including a special use permit (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage as are necessary to ensure LESSEE's compliance with Laws

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) intentionally omitted; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against all third party claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of $2,000,000.00 per occurrence for bodily injury and property damage and $4,000,000.00 general aggregate. Each party shall be included as an additional insured as their interest may appear under this Agreement on the other party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 26, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center (at (800) 264-6620) or to LESSOR at ((716) 631-7051), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's communications equipment (except footings and foundations) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If LESSEE fails to complete removal and restoration within the aforementioned deadline, LESSEE shall owe rental payments at the then existing monthly rental rate to LESSOR until LESSEE has completed same. In the event the communications facility is not removed within one year after expiration of this Agreement, LESSOR may remove the equipment and charge LESSEE for all associated removal costs. LESSEE shall comply with the provisions of the Town of Amherst Code Chapter 203 section 6-7-20.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction,

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 60 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without LESSOR's consent to (i) any entity in which LESSEE directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in LESSEE; or (iii) any entity directly or indirectly under common control with LESSEE. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. LESSEE may assign this Agreement to a company that is engaged in the business of owning and/or operating communications towers (a "Tower Company") without prior written approval or consent of LESSOR, provided Tower Company shall assume LESSEE's obligations hereunder in writing and LESSEE shall notify LESSOR of any Tower Company assignment within thirty (30) days. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion, provided LESSEE shall notify LESSOR of any sublease within thirty (30) days.

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

19. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 13, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of Amherst
5583 Main Street
Williamsville, New York 14221

LESSEE: Bell Atlantic Mobile Systems LLC
d/b/a Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. INTENTIONALLY OMITTED.

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice.

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 27, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

28. INTENTIONALLY OMITTED.

29. INTENTIONALLY OMITTED.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between LESSOR and LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

[*Signature page follows*]

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

SITE NAME: Swormville
MDG Location Id: 5000921671
ATTY/DATE: NP/February 2025

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR:

Town of Amherst

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

Bell Atlantic Mobile Systems LLC
d/b/a Verizon Wireless

By: _____

Name: _____

Its: _____

Date: _____

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

4859-0758-0577.6

SITE NAME: Swormville
MDG Location Id: 5000921671
ATTY/DATE: NP/February 2025

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

EXHIBIT "A"

PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York being part of Lot 102, Township 12, Range 7 of the Holland Land Survey (so-called) bounded and described as follows:

Beginning at a point in the west line of Lot 102 at its intersection with the south line of lands conveyed to George Biser by Deed recorded in the Erie County Clerk's Office in Liber 154 of Deeds at page 429;

THENCE: S-88°-17'-07"-E, along said south line and the south line of lands shown on a subdivision map of Hunter's Woods East recorded in the Erie County Clerk's Office under Cover No. 2395 a distance of 2,367.45 feet to the centerline of Smith Road;

THENCE: S-47°-10'-26"-E, along said centerline a distance of 549.63 feet to the south line of lands conveyed to Joseph Neuhaus by Deed recorded in Liber 1270 of Deeds at page 370;

THENCE: N-88°-09'-11"-W, along said south line a distance of 186.56 feet to the northwest corner of lands conveyed to Kenneth W. and Doris P. Fentner recorded in Liber 8645 of Deeds at page 549;

THENCE: S-08°-01'-15"-E, along the west line of said Fentner lands a distance of 394.72 feet to the southwest corner thereof;

THENCE: S-88°-03'-10"-E, along the south line of said Fentner lands and the south line of lands conveyed to Charles W. Herberger by Deed recorded in Liber 9893 of Deeds at page 264 a distance of 336.74 feet to the southeast corner of said Herberger lands;

THENCE: N-22°-58'-04"-E, along the east line of said Herberger lands a distance of 160.74 feet to the centerline of Smith Road;

THENCE: S-47°-10'-26"-E, along said centerline a distance of 95.61 feet to the westerly line of lands conveyed to Richard J. Aquino by Deed recorded in Liber 7015 of Deeds at page 697;

THENCE: S-19°-06'-29"-W, along said westerly line and the westerly line of lands conveyed to Edward J. Zabel Jr. by Deed recorded in Liber 8503 of Deeds at page 549 a distance of 501.23 feet to the north line of lands conveyed to Daniel J. Trawinski by Deed recorded in Liber 7139 of Deeds at page 177;

THENCE: N-89°-28'-45"-W, along said north line and a north line of lands shown on a subdivision map of Mosier Subdivision recorded in the Erie County Clerk's Office under cover 2138 a distance of 1,697.66 feet to an easterly line of Map Cover 2138;

THENCE: N-00°-32'-55"-E, along said easterly line a distance of 820.39 feet to the south line of aforementioned lands conveyed to Joseph Neuhaus;

THENCE: N-88°-09'-11"-W, along said south line a distance of 1,256.91 feet to the west line of Lot 102;

THENCE: N-00°-24'-46"-E, along said west line a distance of 355.08 feet to the point of beginning containing 49.67 acres more or less exclusive of the area lying within the bounds of Smith Road.

4859-0758-0577.6

SITE NAME: Swormville
MDG Location Id: 5000921671
ATTY/DATE: NP/February 2025

EXHIBIT "B"

PREMISES DESCRIPTION

DESCRIPTION OF LEASE PARCEL

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF EAST AMHERST, COUNTY OF ERIE, STATE OF NEW YORK, ALL AS SHOWN ON A MAP ENTITLED "SWORMVILLE SURVEY PLAN ", PREPARED BY COSTICH ENGINEERING, D.P.C., HAVING DRAWING NUMBER 8997, SHEET NUMBER VA101, DATED 08/15/2024, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A 0.75" PIPE FOUND ON THE ASSUMED COMMON LINE OF LANDS NOW OR FORMERLY OWNED BY CHARLES HERBERGER (T.A.#28.04-1-52.1 TO THE WEST AND LANDS NOW OR FORMERLY OWNED BY THE TOWN OF AMHERST (T.A.#28.04-1-45) TO THE EAST, SAID POINT ALSO BEING ON THE ASSUMED SOUTHERLY RIGHT OF WAY LINE OF SMITH STREET-COUNTY ROUTE 297 (66' R.O.W.); THENCE

A. S75°08'27"W, ALONG A TIE LINE, A DISTANCE OF 594.44 FEET TO THE POINT AND PLACE OF BEGINNING; THENCE

1. S01°25'25"W, A DISTANCE OF 100.00 FEET TO A POINT; THENCE
2. N88°34'35"W, A DISTANCE OF 100.00 FEET TO A POINT; THENCE
3. N01°25'25"E, A DISTANCE OF 100.00 FEET TO A POINT; THENCE
4. S88°34'35"E, A DISTANCE OF 100.00 FEET TO THE POINT AND PLACE OF BEGINNING. CONTAINING 0.230 ACRES OF LAND, MORE OR LESS.

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

SITE NAME: Swormville
MDG Location Id: 5000921671
ATTY/DATE: NP/February 2025

DESCRIPTION OF ACCESS/UTILITIES EASEMENT

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF AMHERST, COUNTY OF ERIE, STATE OF NEW YORK, ALL AS SHOWN ON A MAP ENTITLED "SWORMVILLE SURVEY PLAN ", PREPARED BY COSTICH ENGINEERING, D.P.C., HAVING DRAWING NUMBER 8997, SHEET NUMBER VA101, DATED 08/15/2024, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A 0.75" PIPE FOUND ON THE ASSUMED COMMON LINE OF LANDS NOW OR FORMERLY OWNED BY CHARLES HERBERGER (T.A.#28.04-1-52.11) TO THE WEST AND LANDS NOW OR FORMERLY OWNED BY THE TOWN OF AMHERST (T.A.#28.04-1-45) TO THE EAST, SAID POINT ALSO BEING ON THE ASSUMED SOUTHERLY RIGHT OF WAY LINE OF SMITH STREET-COUNTY ROUTE 297 (66' R.O.W.); THENCE

A. S47°10'44"E, ALONG THE ASSUMED SOUTHERLY BOUNDS OF SMITH STREET-COUNTY ROUTE 297, A DISTANCE OF 8.30 FEET TO THE POINT AND PLACE OF BEGINNING; THENCE

1. S47°10'44"E CONTINUING ALONG THE SOUTHERLY BOUNDS OF SMITH STREET-COUNTY ROUTE 297, A DISTANCE OF 30.02 FEET TO A POINT OF CURVATURE; THENCE

2. SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 16°59'34", A RADIUS OF 71.00 FEET, AND AN ARC DISTANCE OF 21.06 FEET, SAID CURVE ALSO HAVING A CHORD OF S31°41'25"W 20.98 FEET TO A POINT; THENCE

3. S23°11'38"W, A DISTANCE OF 82.89 FEET TO A POINT OF CURVATURE; THENCE

4. SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 29°38'29", A RADIUS OF 85.00 FEET, AND AN ARC DISTANCE OF 43.97 FEET, SAID CURVE ALSO HAVING A CHORD OF S38°00'52"W 43.49 FEET TO A POINT; THENCE

5. S52°50'06"W, A DISTANCE OF 72.46 FEET TO A POINT OF CURVATURE; THENCE

6. WESTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 57°35'20", A RADIUS OF 101.00 FEET, AND AN ARC DISTANCE OF 101.52 FEET, SAID CURVE ALSO HAVING A CHORD OF S81°37'47"W 97.30 FEET TO A POINT; THENCE

7. N69°34'33"W, A DISTANCE OF 220.32 FEET TO A POINT OF CURVATURE; THENCE

8. WESTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 37°32'16", A RADIUS OF 220.00 FEET, AND AN ARC DISTANCE OF 144.13 FEET, SAID CURVE ALSO HAVING A CHORD OF S89°00'57"W 141.57 FEET TO A POINT; THENCE

9. S01°20'21"W, A DISTANCE OF 115.31 FEET TO A POINT; THENCE

10. N88°39'39"W, A DISTANCE OF 30.00 FEET TO A POINT BEING THE SOUTHEAST CORNER OF THE PROPOSED VERIZON LEASE PARCEL; THENCE

11. N01°25'25"E, ALONG THE PROPOSED VERIZON LEASE PARCEL, A DISTANCE OF 100.00 FEET TO A POINT BEING THE NORTHEAST CORNER OF THE PROPOSED VERIZON LEASE PARCEL; THENCE

12. N88°34'35"W, ALONG THE PROPOSED VERIZON LEASE PARCEL, A DISTANCE OF 100.00 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE PROPOSED VERIZON LEASE PARCEL; THENCE

13. N01°25'25"E, A DISTANCE OF 30.00 FEET TO A POINT; THENCE

14. S88°34'35"E, A DISTANCE OF 90.18 FEET TO A POINT OF CURVATURE; THENCE

4859-0758-0577.6

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

SITE NAME: Swormville
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15. EASTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 44°58'55", A RADIUS OF 250.00 FEET, AND AN ARC DISTANCE OF 196.27 FEET, SAID CURVE ALSO HAVING A CHORD OF N85°27'26"E 191.27 FEET TO A POINT; THENCE

16. S69°34'33"E, A DISTANCE OF 220.99 FEET TO A POINT OF CURVATURE; THENCE

17. EASTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 57°35'20", A RADIUS OF 71.00 FEET, AND AN ARC DISTANCE OF 71.36 FEET, SAID CURVE ALSO HAVING A CHORD OF N81°37'47"E 68.40 FEET TO A POINT; THENCE

18. N52°50'06"E, A DISTANCE OF 72.46 FEET TO A POINT OF CURVATURE; THENCE

19. NORTHERLY ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 29°38'29", A RADIUS OF 55.00 FEET, AND AN ARC DISTANCE OF 28.45 FEET, SAID CURVE ALSO HAVING A CHORD OF N38°00'52"E 28.14 FEET TO A POINT; THENCE

20. N23°11'38"E, A DISTANCE OF 82.89 FEET TO A POINT; THENCE

21. NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 17°46'33", A RADIUS OF 101.00 FEET, AND AN ARC DISTANCE OF 31.33 FEET, SAID CURVE ALSO HAVING A CHORD OF N32°04'54"E 31.21 FEET TO THE POINT AND PLACE OF BEGINNING.

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

SITE NAME: Swormville
MDG Location Id: 5000921671
ATTY/DATE: NP/February 2025

DESCRIPTION OF LANDSCAPING EASEMENT

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF AMHERST, COUNTY OF ERIE, STATE OF NEW YORK, ALL AS SHOWN ON A MAP ENTITLED "SWORMVILLE SURVEY PLAN ", PREPARED BY COSTICH ENGINEERING, D.P.C., HAVING DRAWING NUMBER 8997, SHEET NUMBER VA101, DATED 08/15/2024, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A 0.75" PIPE FOUND ON THE ASSUMED COMMON LINE OF LANDS NOW OR FORMERLY OWNED BY CHARLES HERBERGER (T.A.#28.04-1-52.11) TO THE WEST AND LANDS NOW OR FORMERLY OWNED BY THE TOWN OF AMHERST (T.A.#28.04-1-45) TO THE EAST, SAID POINT ALSO BEING ON THE ASSUMED SOUTHERLY RIGHT OF WAY LINE OF SMITH STREET-COUNTY ROUTE 297 (66' R.O.W.); THENCE

A. S23°11'41"W, ALONG THE ASSUMED COMMON LINE, A DISTANCE OF 125.64 FEET TO A 1" PIPE FOUND; THENCE

B. N88°48'15"W, ALONG THE ASSUMED SOUTHERN LINE OF LANDS NOW OR FORMERLY OWNED BY CHARLES HERBERGER (T.A.#28.04-1-52.11), ANTOININA M. HARLACH (T.A.#28.04-1-53.111) & KATHLEEN GRIMM (T.A.#28.04-1-53.112), A DISTANCE OF 309.62 FEET TO THE POINT AND PLACE OF BEGINNING; THENCE

1. S69°34'33"E, A DISTANCE OF 65.42 FEET TO A POINT; THENCE
2. S20°25'27"W, A DISTANCE OF 10.00 FEET TO A POINT; THENCE
3. N69°34'33"W, A DISTANCE OF 97.90 FEET TO A POINT OF CURVATURE; THENCE
4. WESTERLY ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 09°26'00", A RADIUS OF 250.00 FEET, AND AN ARC DISTANCE OF 41.16 FEET, SAID CURVE ALSO HAVING A CHORD OF N76°46'06"W 41.11 FEET TO A POINT; THENCE
5. N03°43'43"E, A DISTANCE OF 10.03 FEET TO A POINT
6. EASTERLY ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 9°39'57", A RADIUS OF 260.00 FEET, AND AN ARC DISTANCE OF 43.81 FEET, SAID CURVE ALSO HAVING A CHORD OF S76°50'12"E 43.81 FEET TO A POINT; THENCE
7. S69°34'33"E, A DISTANCE OF 5.70 FEET TO A POINT ON THE ASSUMED COMMON LINE OF LANDS NOW OR FORMERLY OWNED BY KATHLEEN GRIMM (T.A.#28.04-1-53.112) TO THE EAST AND LANDS NOW OR FORMERLY OWNED BY THE TOWN OF AMHERST (T.A.#28.04-1-45) TO THE WEST; THENCE
8. S07°46'19"E, ALONG THE ASSUMED COMMON LINE, A DISTANCE OF 9.00 FEET TO A POINT BEING THE SOUTHWEST CORNER OF LANDS NOW OR FORMERLY OWNED BY KATHLEEN GRIMM (T.A.#28.04-1-53.112); THENCE
9. S88°48'15"E, ALONG THE ASSUMED SOUTH LINE OF LANDS NOW OR FORMERLY OWNED BY KATHLEEN GRIMM (T.A.#28.04-1-53.112); A DISTANCE OF 24.09 FEET TO THE POINT AND PLACE OF BEGINNING.

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Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

SITE NAME: Swormville
MDG Location Id: 5000921671
ATTY/DATE: NP/February 2025

DESCRIPTION OF UTILITY EASEMENT

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF AMHERST, COUNTY OF ERIE, STATE OF NEW YORK, ALL AS SHOWN ON A MAP ENTITLED "SWORMVILLE SURVEY PLAN ", PREPARED BY COSTICH ENGINEERING, D.P.C., HAVING DRAWING NUMBER 8997, SHEET NUMBER VA101, DATED 08/15/2024, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 0.75" PIPE FOUND ON THE ASSUMED COMMON LINE OF LANDS NOW OR FORMERLY OWNED BY CHARLES HERBERGER (T.A.#28.04-1-52.11) TO THE WEST AND LANDS NOW OR FORMERLY OWNED BY THE TOWN OF AMHERST (T.A.#28.04-1-45) TO THE EAST, SAID POINT ALSO BEING ON THE ASSUMED SOUTHERLY RIGHT OF WAY LINE OF SMITH STREET-COUNTY ROUTE 297 (66' R.O.W.); THENCE

1. S47°10'44"E, ALONG THE ASSUMED SOUTHERLY BOUNDS OF SMITH STREET-COUNTY ROUTE 297, A DISTANCE OF 8.30 FEET TO A POINT OF CURVATURE; THENCE

2. SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 08°33'59", A RADIUS OF 101.00 FEET, AND AN ARC DISTANCE OF 15.10 FEET, SAID CURVE ALSO HAVING A CHORD OF S36°41'11"W 15.09 FEET TO A POINT; THENCE

3. N47°10'44"W, A DISTANCE OF 4.57 FEET TO A POINT BEING ON THE ASSUMED COMMON LINE OF LANDS NOW OR FORMERLY OWNED BY CHARLES HERBERGER (T.A.#28.04-1-52.11) TO THE WEST AND LANDS NOW OR FORMERLY OWNED BY THE TOWN OF AMHERST (T.A.#28.04-1-45) TO THE EAST; THENCE

4. N23°11'38"E, ALONG THE ASSUMED COMMON LINE, A DISTANCE OF 15.93 FEET TO THE POINT AND PLACE OF BEGINNING; THENCE

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

4859-0758-0577.6

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

verizon

Network Real Estate- Banking Set-Up Form

To be completed by Vendor

☐ New Banking
☐ Change Banking

☐ EFT *(Electronic Funds Transfer)*Required Fields*
☐ Wire Transfer *(Foreign Bank or Approval Required)*
Will this wire be used more than once? ☐ Yes ☐ No
Is this Wire required by Contract? ☐ Yes ☐ No
Will this wire be paid in ☐ USD or ☐ Foreign Funds

_____ **Vendor Legal Name as it appears on W-9/W-8** _____ **Vendor ID** *is requesting the receipt of payments for reimbursement, goods and/or services electronically.*

FINANCIAL INSTITUTION INFORMATION: Both new and old bank information is required for Change Banking only.

	NEW	OLD
*** Depository Institution (Bank) Name** *(Applicable LATAM Countries please include Branch Code – Numeric Only)*		
***Depository Institution (Bank) Address**		
Vendor Legal Name *(as it appears on W-9/W-8)* **and *Name on Bank Account** *(if different then W-9/W-8)*		
***ACH Routing Number (EFT) ABA (Wire)**		
SWIFT Code (Non-US banks) *(8 or 11 digits only)*		
***Account Number**		
Intermediate Banking Information (Institution Name, ABA/SWIFT code, Account Number) *(This field is available for international banks that process payments through an intermediate institution, typically U.S. based. Include the pay through account number, if there is one)*		
IBAN Number (Non US Banks) CBU CCI CLABE		
***Type of Account:** Checking / Savings *(attach a voided check)*		

PAYEE INFORMATION:

***Payee Address**	
***Email Address** (Required)	
***Contact Name**	
***Contact Phone Number**	

To support IAT/OFAC reporting, will our payments be forwarded to a financial institution outside the US? ☐ **Yes** ☐ **No** (**US EFT *require***

Tax ID (US Vendor *required*) _____ **VAT# (Intl Vendor *if Applicable*)** _____

Authorized Signature: _____

Name: _____ **Title:** _____ **Date:** _____

Please mail completed form to: Verizon Wireless, ATTN: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921. If you have any questions about this form, please call the Verizon Landlord Hotline: 866-862-4404.

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

Network Real Estate- Banking Set-Up Form

For changes to existing EFT/Wire vendors, both columns under Financial Institution information must be filled in. If it contains some of the same information such as the same bank name and address, type the information on one side and the word "same" on the other.

Depository Institution (Bank) Name	The name of the bank. *Branch Code required for Latam Countries
Depository Institution (Bank) Address	Complete bank address.
Vendor Legal Name and Name on Bank Account	Vendor Legal Name. Both columns must be filled in. If it is the same name, type the full name in one column and the word "same" in the other.
Routing Number (EFT)/ ABA (Wire)	Bank's routing Number – 9 digit routing number available from the bank (or on the bottom of your check).
SWIFT Code	Alphanumeric bank identifier available from the bank.
Account Number	Bank account number. **For purposes of account verification, please attach a VOIDED check for the checking account.**
Intermediate Banking Field	This field is available for International banks that process payments through an intermediate institution, typically U.S. based. Include the pay through account number, if there is one
IBAN Number, CBU, CCI OR CLABE	International Banking Account Number – provided by the bank or generated through an online IBAN generator using your banking information. For Latam Countries use CBU, CCI or CLABE.
Payee Address	Complete company remittance address
Email Address	Email address where an electronic remittance advice can be sent. If you do not have an email address, please put "**NONE**". *Note: Verizon Wireless does not mail paper remittance advice. If you do not provide an email address, no remittance advice will be sent.*
Contact Name	Person at your company to answer any questions regarding Wire transactions.
Contact Phone Number	Phone number for the above person (Wire Contact).
IAT/OFAC reporting	If our payments to you **are not** being forwarded from a U.S. financial institution to a financial institution in another country, please indicate "**NO**" If our payments to you **are** being forwarded from a U.S. financial institution to a financial institution in another country, please indicate "**YES**" and complete the Intermediate Banking Information field.
Tax ID/VAT#	Tax ID: This is your taxpayer Identification number provided by the IRS. If you are an individual or sole proprietor, this is your social security number issued by the SSA. Required for US Vendor. VAT#: Value Added Tax Identification Number issued for vendors in European Union countries.
Authorized Signature/Name/Title	Name of person authorized to sign for the company, title of the person signing and today's date.
Mail Completed Form to:	Verizon Wireless Attn: Network Real Estate 180 Washington Valley Road Bedminster, NJ 07921

Note:

- **Verizon does not process 3rd Party payments, therefore all the Wire payments MUST be made directly to the vendor as it appears on the W-9/W-8.**
- **Copies of voided checks are to validate bank account and routing numbers per the vendor's bank account provided.**

Attachment: VZW - Swormville - Executable Land Lease Package (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor

Daniel C. Howard,
Planning Direct

Daniel J. Ulatowski,
Assistant Planning D r

Attachment: SUP 1265 Smith 111624 (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Zoning Board of Appeals	**Action**:	Special Use Permit
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:	October 16, 2024

This notice is issued pursuant to Part 617 and Local Law #3-82, as amended, of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant adverse effect on the environment.

Title of Action:	Special Use Permit
SEQR Status:	Unlisted action
Description of Action:	Granting a special use permit for the installation of 115 foot tall Wireless Telecommunications Facility
Location:	1265 Smith Road, Town of Amherst, Erie County, New York
Petitioner:	Bell Atlantic Mobile Systems, LLC d/b/a Verizon

Reasons Supporting This Determination

Based on information submitted by the applicant, including a complete ZBA application, Full Environmental Assessment Form, Part 1 and supporting documentation, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed request will not have a significant impact on the environment based on the following:

1. The action is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems.

2. The action will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. A total of 0.23 +/- acres of jurisdictional wetlands will be unavoidably displaced to accommodate an access driveway and the construction of the wireless communications facility, for which a joint wetlands permit is being sought from the NYS Department of Environmental Conservation and the USACOE.

3. Granting a special use permit for the installation of an 115 foot tall wireless communications facility, will not create any material conflict with the Town Comprehensive Plan.

4. The site is within an area identified by the State as potentially containing significant cultural or archeological resources. Prior to any site disturbance the NYS Office of Parks Recreation & Historic Preservation will be consulted for a letter of no impact. Impacts to cultural resources are not anticipated.

5. The action will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character.

6. The action will not cause a change in the use or the quantity of energy.

7. The action will not create a hazard to human health. The applicant has provided a Radio Frequency Analysis demonstrating that the facility does not exceed the technical exposure limits for electromagnetic radiation.

8. The action will not cause a change in use or intensity of use of land.

9. The proposed wireless telecommunications facility installation will not substantially increase the number of people using the site over its current level of use.

Attachment: SUP 1265 Smith 111624 (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

10. Significant negative traffic impacts are not anticipated as a result from the proposed action. The wireless telecommunications facility will be serviced on occasion by the telecommunications provider, with limited vehicular movements on and off the site.

Daniel J. Ulatowski, AICP
Assistant Planning Director/ZEO

10/4/2024
date

Brian Bray
Chairperson

10/31/24
date

DU/du
X:\ZBA\ZBA REVIEWS\SEQR NEG Dec attachments\1265 Smith Road_SUP_Verizon_WTF_draft.docx

cc: Amherst Town Clerk
Amherst Building Department
Erie County DEP
Jared Lusk, Esquire

Attachment: SUP 1265 Smith 111624 (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

RESOLUTION 2024-740
ADOPTED DOC ID: 29406

Permission to File Applications for Zoning and Environmental Permitting (1265 Smith Road)

WHEREAS, on February 5, 2023 this Town Board authorized the Town Supervisor to execute a site access agreement to Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless to permit them to evaluate the feasibility of establishing a cellular communications tower on town owned land at 1265 Smith Road to address a serious communications gap for its cellular customers, AND

WHEREAS, Verizon Wireless has completed its feasibility analysis and would like to file a special use permit application and a wetland permit application to initiate the review and approval process with the Town of Amherst and other review agencies, AND

WHEREAS, this Town Board supports the need to address the cellular communication gaps within the Town, particularly in north east Amherst where emergency service communications are compromised,

NOW THEREFORE BE IT RESOLVED, that this Town Board grants permission to Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless to file a special use permit with the Amherst Zoning Board of Appeals, and authorizes the Town Supervisor to sign a wetlands permit application, for consideration by the NYSDEC and USACOE for the proposed cellular communications tower.

9/16/2024
Consent

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

Attachment: Town Board Permisson to File SUP and Wetland Permit (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

Zoning Board of Appeals
5583 Main Street
Amherst, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 10/16/24 06:30 PM

DOC ID: 29508

ZBA ITEM (ID # 29508) **APPROVED W/ CONDITIONS**

1265 Smith Road - Special Use Permit Wireless Cellular Communications Facility

WHEREAS, **Bell Atlantic Mobile Systems, LLC, d/b/a Verizon** has made application for a Special Use Permit, with the permission of the land owner, the Town of Amherst under

1. SECTION: 6-7-3A (use)

2. SECTION: 6-7-6A (height)

3. SECTION: 6-7-10 (setback to residential)

4. SECTION: 6-7-8 (fence distance)

of the Zoning Ordinance of the Town Amherst for the property owned by the Town of Amherst at:

1265 Smith Road within a MFR-5 Zoning District

The petitioner desires to establish 115 foot tall **wireless telecommunications facility** on Town owned land and obtain waivers for its construction, whereas, a special use permit is required to establish such facility from the Zoning Board of Appeals and to obtain any necessary relief for its location and/or construction, AND

WHEREAS, a public hearing was held on **October 16, 2024** after proper notice, AND

WHEREAS, this Board previously issued Negative Declaration pursuant to the State Environmental Quality Review Act (SEQRA) for the subject special permit request, AND

WHEREAS, this Board must consider the testimony and evidence submitted by the applicant and the following criteria detailed in section 8-6-7 of the Town of Amherst Zoning Ordinance, AND

WHEREAS, this Board after reviewing the application and supporting materials, conducting a public hearing and after due deliberation and vote of the Board finds that the proposed use:

- **) will be generally consistent with the policies of the Comprehensive Plan;**
- **) meets the criteria as specified in section 6-7-2;**
- **) will be compatible with the existing uses adjacent to and near the property;**
- **) will be in harmony with the general purpose of the Zoning Ordinance;**

Attachment: 1265 Smith Road (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

) will not tend to depreciate the value of adjacent property;
) will not create a hazard to health, safety or the general welfare;
) will not alter the essential character of the neighborhood nor be detrimental to the neighborhood residents; and
) will not otherwise be detrimental to the public convenience and welfare, AND

WHEREAS, this Board believes it is necessary to impose the following conditions on its approval of the special use permit as permitted by section 8-6-7 of the Zoning Ordinance to minimize adverse impacts upon other property in the neighborhood; AND

1. Lease agreement to be approved by the Town Board after review and approval by the Town Law Department.

2. Placement of additional trees/landscaping deemed necessary by the Town's Landscape Architect after construction of the access driveway to screen adjacent residential uses.

WHEREAS, a record having been made by electronic means and preserved in digital format is available in the Town Clerk's Office;

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby GRANT a Special Use Permit with conditions, and the requested relief for the subject address and the .

RESULT:	**APPROVED W/ CONDITIONS [UNANIMOUS]**
MOVER:	Kelly J. Philips, Member
SECONDER:	Ellen Parker, Member
AYES:	Brian Bray, Ronald Shubert, Kelly J. Philips, Ellen Parker
ABSENT:	Erik A. Goergen

Attachment: 1265 Smith Road (RES-2025-300 : Land Lease Agreement - 1265 Smith Road (CRS#5389))

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30232 **RESOLUTION 2025-301** **ADOPTED**

2024 Service Award Program - Mandatory 30-Day Posting Period

AGENDA ITEM : MARCH 24TH, 2025

TO: **Town Board**

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

DATE: **March 17, 2025**

RE: **2024 Service Award Program**
***East Amherst Fire Department**
***Ellicott Creek Fire Protection District**
***Getzville Fire Protection District**
***Main Transit Fire Protection District**
***North Amherst Fire Protection District**
***North Bailey Fire Protection District**
***Swormville Fire Company, Inc.**

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

RESOLVED, the Town Board approves the posting of the following fire company lists in their respective fire halls for the mandatory period of thirty (30) days:

East Amherst Fire Department
Ellicott Creek Fire Protection District
Getzville Fire Protection District
Main Transit Fire Protection District
North Amherst Fire Protection District
North Bailey Fire Protection District
Swormville Fire Company, Inc.

Thank you.

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

3/24/2025
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: 03/24/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30235 **RESOLUTION 2025-302** **ADOPTED**

Appointment of Town Prosecutor

AGENDA ITEM : MARCH 24th, 2025

TO: **Town Board**

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

DATE: **March 19, 2025**

RE: **Appointment of Town Prosecutor**

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

BE IT RESOLVED, that Steven Bengart, Esq., be appointed as a Town Prosecutor.

Thank you.

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

3/24/2025
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: 03/24/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30196 **RESOLUTION 2025-303** **ADOPTED**

Settlement of Article 7 Matter - Ridlea Associates, LLP V. Town of Amherst

AGENDA ITEM : MARCH 24, 2025

TO: **Town Board**

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

DATE: **February 26, 2025**

RE: **Settlement of Article 7 Matter**
Ridlea Associates, LLP 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 24, 2025**)
Emily Murphy, Town Assessor

3/24/2025
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. EMILIO COLAIACOVO

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 RIDLEA ASSOCIATES, LLP

Petitioner,

-vs.-

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 4224 Ridge Lea Road in the said Town of Amherst for the 2024-25 Tax Year.

CONSENT ORDER AND JUDGMENT

Index No.: 810495/2024

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 4224 Ridge Lea Road (SBL #54.15-1-4.11) in the Town of Amherst, County of Erie and State of New York for the tax year 2024-25, and

WHEREAS this proceeding has duly come before an IAS Term of this Court, and Kavinoky Cook LLP, Scott C. Becker, Esq., of counsel, having appeared for the Petitioner, Samuel A. Alba, Esq., Town of Amherst Counsel, having appeared for the Respondent Town of Amherst, Bengart & DeMarco, LLP, James C. DeMarco, III, Esq., of counsel, having appeared for the Intervenor-

Attachment: Revised O&J 4224 Ridge Lea Rd Amherst (RES-2025-303 : Settlement of Article 7 Matter - Ridlea Associates, LLP V. Town of

Respondent, County of Erie, and Gross Shuman P.C., John K. Rottaris, Esq., of Counsel, having appeared for the Intervenor-Respondents Sweet Home Central School District of Amherst and Tonawanda, New York, 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 #54.15-1-4.11 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	$9,400,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #54.15-1-4.11 on the tax assessment roll of the Town of Amherst for the following tax years, shall be as follows:

Assessment Year	Assessment
2025-26	$8,000,000
2026-27	$8,300,000
2027-28	$8,300,000

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: Revised O&J 4224 Ridge Lea Rd Amherst (RES-2025-303 : Settlement of Article 7 Matter - Ridlea Associates, LLP 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 in the event that the Assessor for the Town of Amherst assesses SBL #54.15-1-4.11 for any stated year at a level higher than provided for herein, Petitioner hereby reserves the right to reinstate and reinstitute its Article 7 proceedings herein settled, and the Respondents hereby agree to waive any objection based upon Statute of Limitations Grounds, and it is further

STIPULATED, ORDERED and ADJUDGED, that Petitioner shall have the right to seek specific enforcement of this Consent Order and Judgment by whatever means provided by law, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent Order and Judgment hereby constitutes and represents the entire understanding and agreement among the parties and the full settlement of the assessment review proceeding herein, that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Consent Order and Judgment, the above proceeding shall be, and the same hereby is, settled and discontinued with prejudice, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Consent Order and Judgment may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Signing and entry of the within Order and
Judgment is hereby consented to:

KAVINOKY COOK LLP

Dated: _____

By: _____
Scott C. Becker, Esq.
Attorneys for Petitioners
726 Exchange Street, Suite 800
Buffalo, New York 14210

Attachment: Revised O&J 4224 Ridge Lea Rd Amherst (RES-2025-303 : Settlement of Article 7 Matter - Ridlea Associates, LLP V. Town of

TOWN OF AMHERST

Dated:_____ By: _____

Samuel A. Alba, Esq.
Attorney for Respondent, Town of Amherst
5583 Main Street
Williamsville, New York 14221

BENGART & DEMARCO, LLP

Dated:_____ By: _____

James C. DeMarco, III, Esq.
Attorneys for Intervenor-Respondent, County of Erie
2655 Sheridan Drive
Tonawanda, New York 14150

GROSS SHUMAN P.C.

Dated:_____ By: _____

John K. Rottaris, Esq.
Attorneys for Intervenor-Respondent, Sweet Home Central School District of Amherst and Tonawanda, New York
465 Main Street, Suite 600
Buffalo, New York 14203

SO ORDERED:

_____
HON. EMILIO COLAIACOVO

ENTER:

Attachment: Revised O&J 4224 Ridge Lea Rd Amherst (RES-2025-303 : Settlement of Article 7 Matter - Ridlea Associates, LLP V. Town of

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30182 **RESOLUTION 2025-304** **ADOPTED**

Amusement License - REI Grand Opening

Request by Recreational Equipment Inc. (REI) for a First Class Amusement License to hold the following events: April 12th and April 13th, 2025, from 8:30am – 5:00pm.
Supervising Code Enforcement Officer recommends a fee of $50.00

The following conditions apply:

- Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
- That all fire lanes be kept clear at all times.
- For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- All temporary power must be code compliant
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.
- Five pound "ABC" fire extinguisher(s) must be placed/accessible at the egress points of the event area.

3/24/2025
Consent

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT
INTER-DEPARTMENTAL CORRESPONDENCE
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: March 12, 2025
TO: Town Board
FROM: Douglas Gesel, Supervising Code Enforcement Officer
RE: Amusement License for REI Grand Opening, 1701 Niagara Falls Boulevard

In response to the Amusement License Application dated February 27, 2025 from Dave Kiyak,

I recommend the approval of his request for First Class outdoor events at the above noted address. The fee for such an event is set be the Town Board, the fee can be from $5.00 - $50.00 per day, or fraction thereof.

With the event being on April 11 & 12, 2025 from 8:30am until 5:00pm in the parking lot of the address noted above, I would recommend a fee of $25.00 per day.

I would recommend that the following conditions be stated:

- Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
- That all fire lanes be kept clear at all times.
- For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.
- Five pound "ABC" fire extinguisher(s) must be placed / accessible at the egress points of the event area

Please contact me if you have any questions regarding this response.

Doug Gesel

Douglas Gesel, Supervising Code Enforcement Officer
cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: REI-03122025120828 (RES-2025-304 : Amusement License - REI Grand Opening)

Gesel, Doug

From: Brownson, Ashley
Sent: Thursday, February 27, 2025 3:45 PM
To: Gesel, Doug; Parnell, Bryan; Chamberlin, Scott
Subject: FW: Amusement License Application: 22

Please review the email below for an amusement license.
Thank you!
Ashley

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Thursday, February 27, 2025 3:33 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 22

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

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

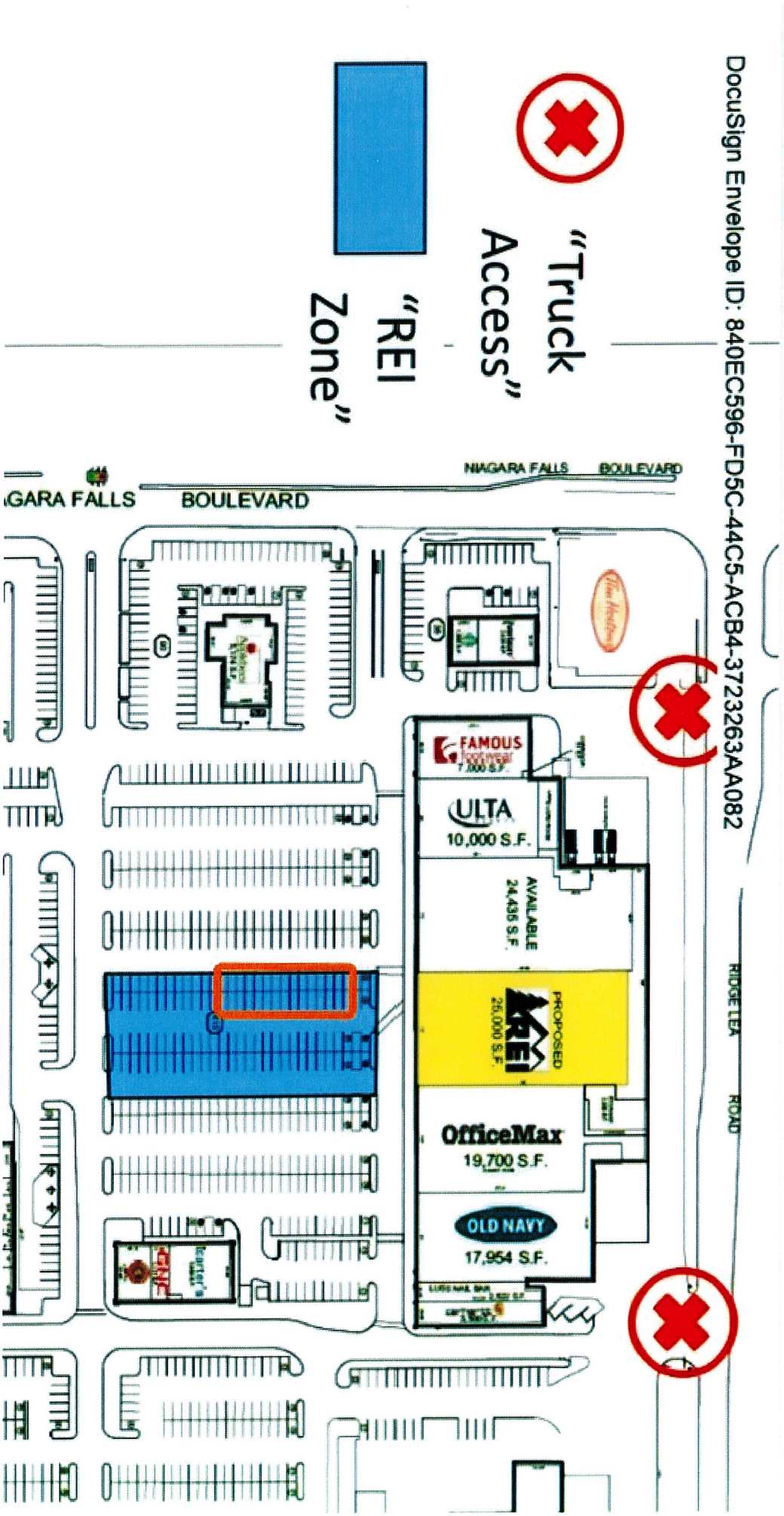
View Entry

Resident / Organization: *:	Recreational Equipment Inc. (REI)
Event Address*:	1701 Niagra Falls Amherst, NY 14228
Describe Event*:	REI Grand Opening Event: Eager customers will line up before the store opens on Friday and Saturday. We identify a local coffee roaster or shop and provide free coffee to folks waiting in line. We work with a local non-profit organization to provide commemorative Klean Kanteen insulated coffee mugs uniquely designed for the Grand Opening available for purchase with a donation to said partner. The non-profit sets up each morning (8am) alongside the coffee vendor to collect donations (via card, cash, etc.). At about 5-10 minutes before the store opens, the store team comes outside to take a team photo and do the webbing cutting, in the spirit of our Co-op history. The vendor festival takes place in the parking lot in front of the store from 9am - 5pm Friday & Saturday. The event team will barricade a designated space for vendors and non-profit partners to setup (barricades set up Thursday evening post Community Night). All vendors and non-profits are required to have a 10x10 tent, WEIGHTS, and provide an activation to engage the community in a family-friendly way. Vendors may

Attachment: REI-03122025120828 (RES-2025-304 : Amusement License - REI Grand Opening)

	bring swag or giveaways for attendees. No one is permitted to sell product during the vendor village.
List All Dates*:	April 11 and 12, 2025
Start Time*:	08:30 AM
End Time*:	05:00 PM
Please supply a site plan with designated area for the event with your application*:	Amherst Event Zone.jpg
Name of Organizer*:	Dave Kiyak
Address*:	1700 45th St E Suite 101 Sumner, WA 98352
Phone*:	425-595-9795
Email*:	dkiyak@rei.com
Signature*:	

Attachment: REI-03122025120828 (RES-2025-304 : Amusement License - REI Grand Opening)



DocuSign Envelope ID: 840EC596-FD5C-44C5-ACB4-3723263AA082

Attachment: REI-03122025120828 (RES-2025-304 : Amusement License - REI Grand Opening)

Brownson, Ashley

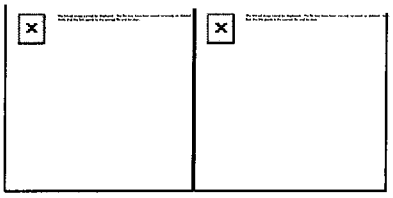
From: Scott Chamberlin
Sent: Friday, February 28, 2025 10:13 AM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 22

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

We have no issue with this event.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351



On Thu, Feb 27, 2025 at 3:45 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

> Please review the email below for an amusement license.
> Thank you!
> Ashley
>
> From: burst@emailmeform.com <burst@emailmeform.com>
> Sent: Thursday, February 27, 2025 3:33 PM
> To: Brownson, Ashley <abrownson@amherst.ny.us>
> Subject: Amusement License Application: 22
>
> CAUTION: This email originated from outside of the organization.
> Please do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> For best security and privacy of your information, we recommend viewing this entry in the Data Manager
>
> View Entry<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9hcHAuZW1haWxtZWZvcm0uY29tL2J1aWxkZXIvZm9ybXMvZW50cmllcy9hQjMyVTNlU2Q0P3VlaWQ9Mjl=&i=NjE4YmM0NzkwOTc5NDgwZT

Attachment: REI-0312025120828 (RES-2025-304 : Amusement License - REI Grand Opening)

IzYjMwNmYy&t=eHc2ckF6WVR5cjM1cjAwOEY1SW05ZDFDd1JvY3FNUDIvbHllZVArOFZ3WT0=&h=604d4c94bce347d29e4af7725ac36189&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKIUbf8opV1tXKJQ1W4>

Resident / Organization: *:

Recreational Equipment Inc. (REI)

Event Address*:

1701 Niagra Falls

Amherst, NY 14228

Describe Event*:

REI Grand Opening Event: Eager customers will line up before the store opens on Friday and Saturday. We identify a local coffee roaster or shop and provide free coffee to folks waiting in line. We work with a local non-profit organization to provide commemorative Klean Kanteen insulated coffee mugs uniquely designed for the Grand Opening available for purchase with a donation to said partner. The non-profit sets up each morning (8am) alongside the coffee vendor to collect donations (via card, cash, etc.). At about 5-10 minutes before the store opens, the store team comes outside to take a team photo and do the webbing cutting, in the spirit of our Co-op history.

The vendor festival takes place in the parking lot in front of the store from 9am - 5pm Friday & Saturday. The event team will barricade a designated space for vendors and non-profit partners to setup (barricades set up Thursday evening post Community Night). All vendors and non-profits are required to have a 10x10 tent, WEIGHTS, and provide an activation to engage the community in a family-friendly way. Vendors may bring swag or giveaways for attendees. No one is permitted to sell product during the vendor village.

List All Dates*:

April 11 and 12, 2025

Start Time*:

08:30 AM

End Time*:

05:00 PM

Please supply a site plan with designated area for the event with your application*:

Amherst Event Zone.jpg<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9maWxlcy5lbWFpbG1lZm9ybS5jb20vODc0MDg5L1FTS013blJpL0FtaGVyc3QlMjBFdmVudCUyMFpvbmUuanBn&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=WUFwZVJyWnI4UGJkNHloL1FvYWEyRm5kSXBWc2pTc0EzSG15V0hObTVNVT0=&h=604d4c94bce347d29e4af7725ac36189&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKIUbf8opV1tXKJQ1W4>

Attachment: REI-0312025120828 (RES-2025-304 : Amusement License - REI Grand Opening)

Name of Organizer*:

Dave Kiyak

Address*:

1700 45th St E
Suite 101
Sumner, WA 98352

Phone*:

425-595-9795

Email*:

dkiyak@rei.com

Signature*:

[Image removed by sender.]

Attachment: REI-03122025120828 (RES-2025-304 : Amusement License - REI Grand Opening)

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30195 **RESOLUTION 2025-305** **ADOPTED**

New Firefighter for East Amherst Fire Department

New firefighter for the East Amherst Fire Department lives in the Town of Amherst and resides in the East Amherst Fire district.

Kristen Secor
131 Autumn Creek Court
East Amherst, NY 14051

3/24/2025
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Kristen Secor

Applicant Home Address: 131 Autumn Creek Ct

Under penalty of perjury I, Kristen Secor affirm I am an applicant to be a member of the, East Amherst Fire Department (fire dept.) and my address of residence is listed above.

☒ My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.

☐ My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

_____

Signature of Applicant: Kristen Secor

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature: Kenneth Rus

Title: President

Date: 1-30-25

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: Residency Verification - Secor.K (RES-2025-305 : New Firefighter for East Amherst Fire Department)

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 30191 **RESOLUTION 2025-306** **ADOPTED**

Permission to Auction Surplus Old Office Furniture

Please authorize the sale of our surplus old office furniture through Auctions International. Thank you for considering this request.

3/24/2025
Consent

FINANCIAL IMPACT:

Revenue to Town TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 30210 **RESOLUTION 2025-307** **ADOPTED**

Budget Transfers and Amendments

For March 24, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 03/19/2025
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 General Fund Contingency $10,600	A5010.1000 Personal Services $9,847.00 A5010.8030 FICA $753.00

To transfer funds budgeted in General Fund Contingency into Highway Office personal services and FICA.

BUDGET AMENDMENTS – 2025

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

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

N2444.02785 CHEEK HOME- PI $13,419.00	N2444.4000 Contractual $13,419.00
N2449.02785 CHEEK Admin- PI $1,491.00	N2449.4003 10% Admin $1,491.00

To recognize Community Development program income from 25 Griffith, Cheektowaga.

N2450.02785 TON Rehab- PI $65,944.80	N2450.4000 Contractual $65,944.80
N2453.02785 TON Admin 10%- PI $7,327.20	N2453.4003 10% Admin $7,327.20

To recognize Community Development program income from 342 Niagara Falls Blvd, Tonawanda.

3/24/2025
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: 03/24/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30213 **RESOLUTION 2025-308** **ADOPTED**

Award Bid #2025009 Maintenance of Vacant or Unmaintained Parcels - CRS #5395

WHEREAS, the Contract Compliance and Administration Department received bids on March 6, 2025 for Maintenance of Vacant or Unmaintained Parcels; 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 Deering Landscape Contractors; and

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

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current contract expires on April 3, 2025.

3/24/2025
Consent

FINANCIAL IMPACT:

Account A-0382; Amount TBD

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

Bid #2025009 Maintenance of Vacant or Unmaintained Parcels							
Low Bidder			Vendor Name:	Deering Landscape		NL Solutions	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price
1	5,000	Square Foot	MOWING LAWN / WEED AREA – 10" OR GREATER IN HEIGHT	$0.03	$150.00	$2.50	$12,500.00
2	50	Hour	REMOVAL OF BRUSH	$35.00	$1,750.00	$225.00	$11,250.00
3	30	Hour	TREE/BRUSH/SHRUB TRIMMING	$35.00	$1,050.00	$250.00	$7,500.00
4	40	Hour	CLEANING LANDSCAPED BEDS	$35.00	$1,400.00	$150.00	$6,000.00
5	1,000	Linear Foot	REMOVAL OF SNOW FROM 4-FOOT-WIDE SIDEWALKS	$1.25	$1,250.00	$5.00	$5,000.00
6	1,000	Linear Foot	REMOVAL OF SNOW FROM 5-FOOT-WIDE SIDEWALKS	$1.25	$1,250.00	$6.00	$6,000.00
7	10	Per Square	INSTALLATION AND REPAIR OF ROOFING (LESS THAN OR EQUAL TO 4 ON 12 SLOPES)	$375.00	$3,750.00	$500.00	$5,000.00
8	10	Per Square	INSTALLATION AND REPAIR OF ROOFING TO INCLUDE ROOF FRAMING AND SHEATING (LESS THAN OR EQUAL TO 4 ON 12 SLOPES)	$475.00	$4,750.00	$850.00	$8,500.00
9	10	Per Square	INSTALLATION AND REPAIR OF ROOFING (GREATER THAN 4 ON 12 SLOPES)	$375.00	$3,750.00	$450.00	$4,500.00
10	10	Per Square	INSTALLATION AND REPAIR OF ROOFING TO INCLUDE ROOF FRAMING AND SHEATHING (GREATER THAN 4 ON 12 SLOPES)	$475.00	$4,750.00	$545.00	$5,450.00
11	100	Square Foot	INSTALLATION AND/OR REPLACEMENT OF ALUMINUM SIDING	$5.00	$500.00	$77.00	$7,700.00
12	100	Square Foot	INSTALLATION AND/OR REPLACEMENT OF WOOD SIDING	$5.00	$500.00	$77.00	$7,700.00
13	200	Square Foot	INSTALLATION AND/OR REPLACEMENT OF VINYL SIDING	$5.00	$1,000.00	$150.00	$30,000.00
14	1,000	Square Foot	EXTERIOR PAINTING OF BUILDINGS	$2.00	$2,000.00	$30.00	$30,000.00
15	40	Hour	REMOVAL OF GARBAGE AND DEBRIS	$35.00	$1,400.00	$20.00	$800.00
16	100	Square Foot	REMOVAL OF GRAFFITI	$2.50	$250.00	$45.00	$4,500.00
17	100	Linear Foot	PROVIDE 4-FT HIGH CHAIN LINK POOL BARRIER AS PER CODE	$17.00	$1,700.00	$112.00	$11,200.00
18	100	Linear Foot	REPAIR OF EXISTING FENCING / POOL BARRIER	$17.00	$1,700.00	$120.00	$12,000.00
19	100	Linear Foot	INSTALLATION OF EXISTING FENCING / POOL BARRIER (4-FT HIGH CHAIN LINK)	$17.00	$1,700.00	$150.00	$15,000.00
20	100	Linear Foot	INSTALLATION OF EXISTING FENCING / POOL BARRIER (6-FT HIGH CHAIN LINK)	$17.00	$1,700.00	$225.00	$22,500.00
21	100	Linear Foot	REPLACEMENT OF EXISTING FENCING / POOL BARRIER (6-FT HIGH WOOD STOACKADE)	$17.00	$1,700.00	$88.00	$8,800.00
22	50	Each	LATCH AND PADLOCK INSTALLATION	$30.00	$1,500.00	$225.00	$11,250.00
23	25	Per Opening	ENCLOSURE OF OPENINGS (LESS THAN OR EQUAL TO 32 SQ. FT.)	$40.00	$1,000.00	$30.00	$750.00
24	25	Per Opening	ENCLOSURE OF OPENINGS (GREATER THAN 32 SQ. FT. AND LESS THAN OR EQUAL TO 70 SQ. FT.)	$75.00	$1,875.00	$40.00	$1,000.00
25	250	Linear Foot	REPLACE OR REPAIR PUBLIC SIDEWALKS THAT POSE A HAZARD TO THE GENERAL PUBLIC	$90.00	$22,500.00	$45.00	$11,250.00
26	100	Linear Foot	CONCRETE SIDEWALK OR DRIVEWAY REPLACEMENT (UP TO 1 CY PER PARCEL)	$70.00	$7,000.00	$100.00	$10,000.00
27	200	Linear Foot	CONCRETE SIDEWALK OR DRIVEWAY REPLACEMENT (GREATER THAN 1 CY PER PARCEL)	$70.00	$14,000.00	$155.00	$31,000.00
28	100	Linear Foot	GRINDING OF CONRETE SIDEWALK OR DRIVEWAY	$40.00	$4,000.00	$50.00	$5,000.00
29	150	Linear Foot	REPAIR OR CLEANING OF SANITARY SEWER LINE	$10.00	$1,500.00	$110.00	$16,500.00
30	100	Linear Foot	REPLACEMENT OF SANITARY SEWER LINE	$30.00	$3,000.00	$225.00	$22,500.00
31	1,000	Cubic Foot	PUMPING WATER FROM IN-GROUND OR ABOVE GROUND POOL	$0.15	$150.00	$22.00	$22,000.00
32	3,000	Square Foot	DEMOLITION OF SHED / GARAGE 600 SQ. FT. OR LESS	$4.00	$12,000.00	$11.00	$33,000.00
33	200	Per Hour	MISCELLANEOUS PER HOUR TIME AND MATERIAL CHARGE	$35.00	$7,000.00	$100.00	$20,000.00
			Total Net Bid		**$113,525.00**		$406,150.00
			No Additional Charges Will Be Allowed				
NOTES:							
NL Solutions: Line Item #15 is calculated incorrectly. Their total was $2,000 and it should be $800.							

Attachment: Bid Tab Maintenance of Vacant or Unmaintained Parcels (RES-2025-308 : Award Bid #2025009 Maintenance of Vacant or Unmaintained Parcels - CRS #5395)

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30225 **RESOLUTION 2025-309** **ADOPTED**

Award NYS OGS Mini Bid #2025010 (2) Ford F-150'S for Sewer Maintenance Dept. - CRS #5399

WHEREAS, the Contract Compliance and Administration Department issued Mini-Bid #2025010 through NYS OGS for the purchase of two (2) 2025 Ford F150's; and

WHEREAS, bids were received from 4 vendors as per the attached Bid Tabulation Form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Mini-Bid be awarded to Van Bortel Ford, Inc. for their low bid of $86,088.92; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Van Bortel Ford, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we need to order the vehicle as soon as possible due to the lead time.

3/24/2025
Consent

FINANCIAL IMPACT:

G9000-2250; $86,088.92

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

Rank	Total Quantity	Chassis Make & Model	Model Code	Mini-Bid #	Contractor	Contract #	NYS Discount (Vehicle)	NYS Base Price (MSRP)	NYS Base Price (After Discount)	Aftermarket Components Price	Total Price per Vehicle	Grand Total Price for Mini-Bid	Built to Specification or Pre-Existing Inventory	Estimated # of days if built to spec	Notes
1	2	2025 Ford F-150 XL Super Cab 4x4	X1L	2025010	Van Bortel Ford, Inc.	PC68953	14.88%	$49,970.00	$42,534.46	$510.00	$43,044.46	$86,088.92	Built to Specification	125 days +/-	
2	2	2025 Ford F-150 XL Super Cab 4x4	X1L	2025010	Nielsen Ford of Morristown Inc	PC69843	12.99%	$49,425.00	$43,004.69	$510.00	$43,514.69	$87,029.38	Built to Specification	90-150 days	
3	2	2025 Ford F150 Super Cab XL 4x4	X1L	2025010	BJA 1675 LLC Bob Johnson Ford	PC69260	12.78%	$50,390.00	$43,950.00	$0.00	$43,950.00	$87,900.00	Built to Specification	120 days	
4	2	2025 Ford F150 XL 4x4	X1L	2025010	Delacy Ford	PC68978	14.50%	$51,485.00	$44,019.68	$0.00	$44,019.68	$88,039.36	Built to Specification	90-120 days	
											$0.00	$0.00			
											$0.00	$0.00			
											$0.00	$0.00			
											$0.00	$0.00			
											$0.00	$0.00			

Late Bids Received for Mini-Bid

Mini-Bid #	Contractor		Contract #	Date/Time Bid Arrived

Attachment: Mini Bid 2025010 - Bid Tab (RES-2025-309 : Award NYS OGS Mini Bid #2025010 (2) Ford F-

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Economic Development
Initiated by: **Megan Winnert**
Co-Sponsored by:

DOC ID: 30224 **RESOLUTION 2025-310** **ADOPTED**

DOE Rebate Voucher for Rink Refrigeration Equipment at North Town Center- CRS #5359

Authorize the Town Board to accept a rebate from the Department of Energy in the amount of $179,240 for equipment purchased for the Rink Refrigeration Upgrades at the North Town Center.

3/24/2025
Consent

FINANCIAL IMPACT:

$179,240 rebate

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: 03/24/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30215 **RESOLUTION 2025-311** **ADOPTED**

Award of Bid – Audubon Library Playground T.O.A. Project No. 2024.022

On March 13, 2025 bids were received for the above referenced project. After review of the four (4) bids received (bid tabulation attached), we recommend award of this contract to Gardenville Landscape & Nursery, LLC., 3069 Clinton Street, West Seneca, NY 14224, in the amount of $234,297.50 to include the Base Bid Items 1 and 2 and Alternates 2 and 3. A description of the Base bid items and selected alternates is attached.

Funding for this contract shall be from account A7254.4110.

Thank you for considering this request.

3/24/2025
Consent

FINANCIAL IMPACT:

this contract to Gardenville Landscape & Nursery, LLC., 3069 Clinton Street, West Seneca, NY 14224, in the amount of $234,297.50 to include the Base Bid Items 1 and 2 and Alternates 2 and 3. Funding for this contract shall be from account A7254.4110.

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

Town of Amherst

Audubon Library Playground

Bid Tabulation / March 13, 2025

T.O.A. Job No. 2024.022

Bid Item	Gardenville Landscape & Nursery, LLC	ValleyView Enterprise LLC	Ground Breaking Solutions LLC	Titan Development Inc
Check or Bid Bond for $2,500	**Yes**	**Yes**	**Yes**	**Yes**
Base Bid Item 1: Site Preparation & Improvements	**$93,538.00**	$113,500.00	$140,000.00	$173,499.00
Base Bid Item 2: Concrete Sidewalks	**$5,100.00**	$3,000.50	$4,590.00	$4,250.00
Base Bid Item 3: Engineered Wood Fiber Safety Surface	$24,443.50	$18,011.00	$14,408.80	$13,636.90
Alternate Bid Item 1: REPLACE Bid Item 3 with Synthetic Turf Safety Surface	$169,560.70	$146,661.00	$167,245.00	$164,672.00
Alternate Bid Items 2: DEDUCT TuffTimber Border (or approved equal) from Bid Item 1 ADD Concrete Mow Strip	**$3,150.00**	$210.00	$3,150.00	$3,150.00
Alternate Bid Item 3: REPLACE Bid Item 3 with Pour in Place (PIP) Safety Surface	**$132,509.50**	$129,164.60	$115,785.00	$123,504.00
Bid Award:				
Playground with PIP (Bid Items 1+ 2 + Alt 2 + Alt 3)	**$234,297.50**	**$245,875.10**	**$263,525.00**	**$304,403.00**

Attachment: Audubon Library Playground_Bid TabulationTB (RES-2025-311 : Award of Bid – Audubon

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30237 **RESOLUTION 2025-312** **ADOPTED**

Highway Work Permit – National Grid – Meyer Road

Kindly adopt a resolution:

1.) Authorizing the Highway Superintendent to both execute and issue the attached permit; and

2.) Authorizing the Town Supervisor to executed the attached permit.

Thank you.

3/24/2025
Consent

FINANCIAL IMPACT:

n/a

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

PERMIT ISSUED UNDER SECTION 149 OF NEW YORK STATE HIGHWAY LAW

The undersigned, the Town Superintendent of Highways of the Town of Amherst County of Erie, upon the written application of Mike Letina, whose address is 144 Kensington Ave, Buffalo NY 14214 dated on the 25th day of November, 2024 and filed with him as prescribed by Section 149 of the Highway Law, hereby grants permission to said applicant to

extend overhead lines across Meyer Rd

on the highway as described as follows

Installing overhead conductors from existing pole 427 on the south side of the road to new pole 426R located in private on the north side of the road

This permit is granted under the following conditions:

1. The work authorized by this permit shall be performed in a manner satisfactory to the Town Superintendent.
2. The applicant is to keep in good repair all pipes, hydrants or appurtenances which may be placed within the bounds of the highway under terms of this permit and is to save the Town harmless from all damages which may accrue by reason of their location in the Highway, and upon notice by the Town Superintendent agrees to make repairs required for the protection and preservation of the highway, and further agrees that upon failure of the applicant to make such repairs, that they may be made by the Town Superintendent at the expense of the applicant and such expense shall be a prior lien upon the land benefitted by the use of the highway for such pipes, hydrants and appurtenances.
3. If the drainage, sewer, water pipes or appurtenances, which are laid under this permit are placed in a Town road they shall be so placed as not to interrupt or interfere with public travel upon the highway; and the earth removed must be replaced and the highway left in all respects in as good condition as before the work was performed.
4. If the work performed is on a road which has been improved by State aid, such drainage, sewer or water pipes must be placed at least four (4) feet below and in such manner as in no way to interfere with the macadam, shoulders or drainage ditches of the highway and that portion of the trench which passes under the macadam, shoulders or drainage ditches of the highway and that portion of the trench which under the macadam, shoulders or drainage ditches of the highway and that portion of the trench which passes under the macadam shall be bored or pipe-driven and in no case shall the macadam be disturbed. Upon completion of the work the highway shall be left in as good condition as before the work was performed and to the satisfaction of the Town Superintendent. Care must be taken not to interfere with drainage ditches or structures.

   Please notify utility companies before starting work

5. It is agreed by the applicant that any injury or disturbance of the macadam portion of the highway, its shoulders or drainage ditches which may occur hereafter by reason of the laying of said drainage, sewer or water pipes and their appurtenances shall be repaired by and at the expense of the applicant to the satisfaction of the Town Superintendent.
6. The Town Superintendent may, upon the failure of the applicant to comply with any of the conditions contained herein, revoke this permit and remove any pipes, or hydrants, or other appurtenances which may have been placed in the highway under this permit.

Attachment: Meyer Rd Permit for Agenda (RES-2025-312 : Highway Work Permit – National Grid – Meyer Road)

7. If the road upon which this permit is issued at the time of issuance a town highway, and it should be thereafter improved by State aid as a State or County highway, it is agreed that the applicant shall, before its improvement at the applicant's own expense remove drainage, sewer or water pipes or appurtenances which may be placed under this permit and will relay the same in conformity with the directions of the engineer in charge of such improvement and in accordance with the rules and regulations prescribed by the State Commission of Highways.

I hereby agree to the conditions contained in the foregoing permit.

Michael T. Leting

Applicant

Dated this 25th day of November, 2024

Town Superintendent of Highways

The undersigned members of the Town Board of the Town of Amherst hereby consent to the grant of the foregoing permit.

Dated this _____ day of _____, 202_

_____ *Town Supervisor*

_____ *Town Clerk*

_____ *Councilmember*

_____ *Councilmember*

_____ *Councilmember*

_____ *Councilmember*

Attachment: Meyer Rd Permit for Agenda (RES-2025-312 : Highway Work Permit – National Grid – Meyer Road)

Rules and Regulations prescribed by the State Superintendent of Public Works under Section 10 of the Highway Law relative to the issuance of permits under Section 149

1. Permits to law sewer od water pipes, with appurtenances, shall be issued under Section 149 in the following manner:
2. A written application on the form prescribed by the State Superintendent of Public Works and provided by the Town Superintendent, having the blank places properly filled in, must be filed with the Town Superintendent.
3. The permit must be issued on these forms prescribed by the State and before being issued must, in all cases, be approved by the County Superintendent of the county within which the highway is located. One copy of the permit shall be filed with the Town Clerk and one with the Town Superintendent.
4. The consensus of a majority of members of the Town Board, or the County Superintendent, must be affixed to the permit.
5. Should any special conditions exist which may require further restrictions in order to protect the highway other than those contained in this printed form ; the same should be inserted in the blank space provided therefore and indicated as such.

Permit under Section 149

Issued: _____

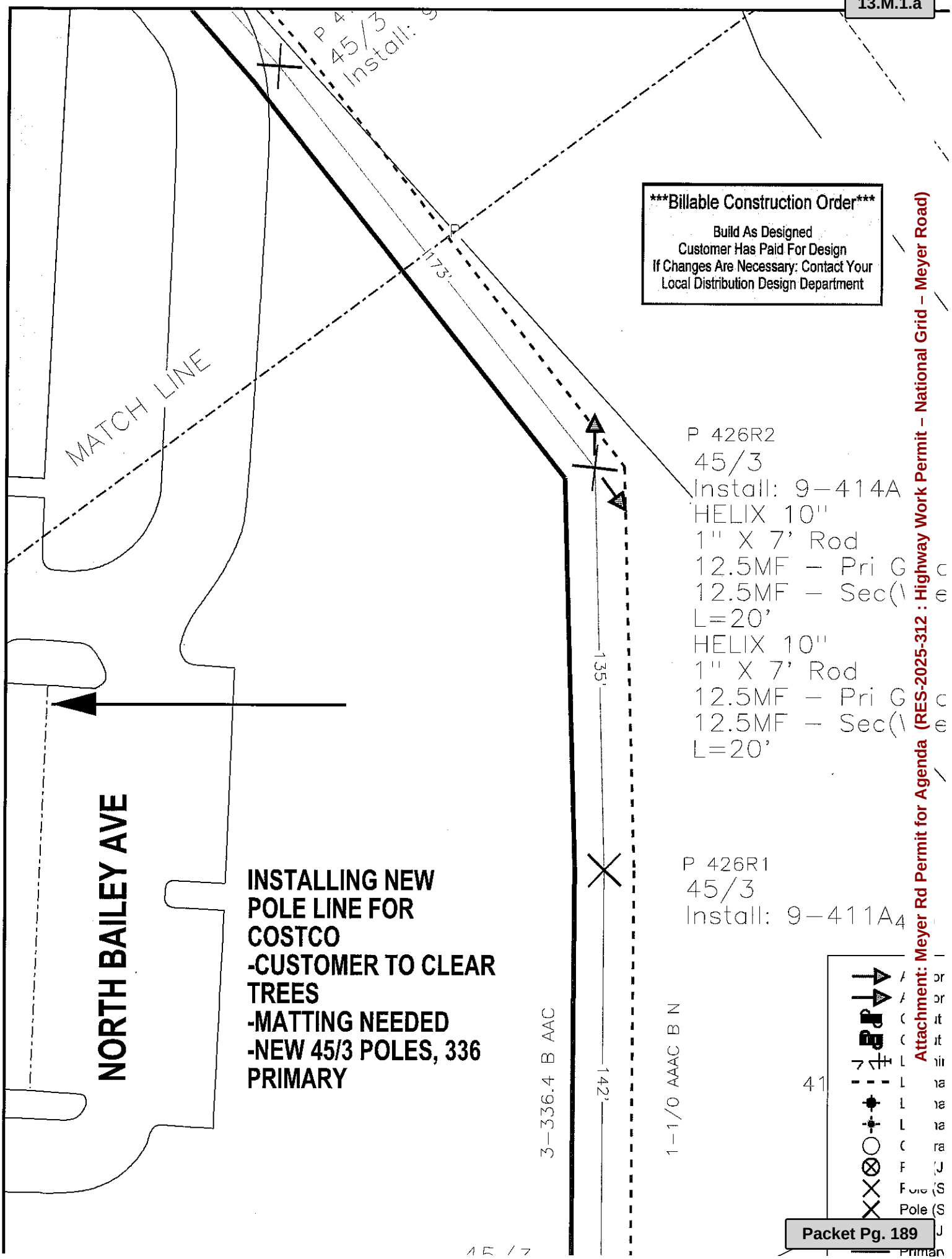
To: _____

P.O. Address: _____

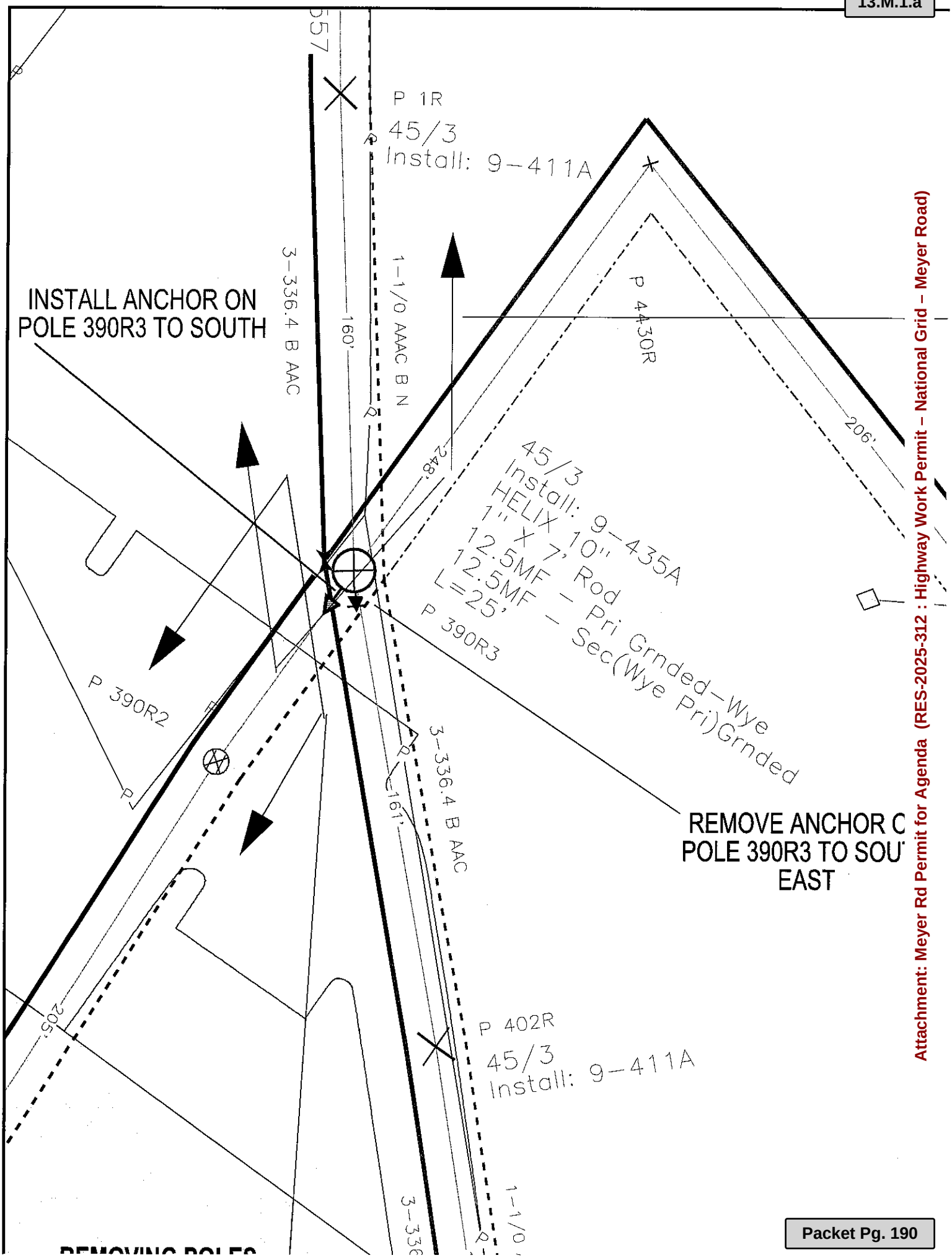
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Town Superintendent of Highways

Attachment: Meyer Rd Permit for Agenda (RES-2025-312 : Highway Work Permit – National Grid – Meyer Road)



Attachment: Meyer Rd Permit for Agenda (RES-2025-312 : Highway Work Permit – National Grid – Meyer Road)



Attachment: Meyer Rd Permit for Agenda (RES-2025-312 : Highway Work Permit – National Grid – Meyer Road)

nationalgrid

1/22/2025

Mr. Steven Floss
Highway Superintendent
Town of Amherst
1042 North Forest Road
Williamsville, NY 14221

RE: Application for Utility Work Permit
246 Meyer Rd, Amherst, NY 14226
National Grid WR# 31055555

Dear Mr. Stanley:

Please review the enclosed sketch #01-24-31055555 for the proposed work on Meyers Rd in the Town of Amherst. National Grid plans to extend new overhead lines across the road in anticipation of future electrical loads in the Amherst Commerce Park. Please let me know if you have any questions or concerns

Please sign and date the enclosed *Utility Work Permit*. This will allow National Grid to proceed with this project and notify Dig Safely-New York, who will locate all underground facilities on the job site. I have enclosed a postage-paid envelope for your convenience.

If you have any questions or need additional information, please contact me.

Sincerely,

Michael Letina

Michael Letina
Design Representative
Distribution Design

144 Kensington Avenue, Buffalo, NY 14214-2799 www.nationalgrid.com

Attachment: Meyer Rd Permit for Agenda (RES-2025-312 : Highway Work Permit – National Grid – Meyer Road)

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30238 **RESOLUTION 2025-313** **ADOPTED**

Highway Work Permit – National Grid – Cayuga Road

Kindly adopt a resolution:

1.) Authorizing the Highway Superintendent to both execute and issue the attached permit; and

2.) Authorizing the Town Supervisor to executed the attached permit.

Thank you.

3/24/2025
Consent

FINANCIAL IMPACT:

n/a

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

PERMIT ISSUED UNDER SECTION 149 OF NEW YORK STATE HIGHWAY LAW

The undersigned, the Town Superintendent of Highways of the Town of Tonawanda, County of Erie, upon the written application of National Grid, whose address is 144 Kensington Ave, Buffalo, NY 124214 dated on the 17 day of May, 202_ and filed with him as prescribed by Section 149 of the Highway Law, hereby grants permission to said applicant to

~~Replace manhole frame & cover to eliminate a sound issue with traffic.~~

on the highway as described as follows

~~The right lane headed west and the center turning lane for Cayuga on Main St as well as a small portion of N. Cayuga must be closed to vehicular traffic on a temporary day basis for 2-3 days.~~

This permit is granted under the following conditions:

1. The work authorized by this permit shall be performed in a manner satisfactory to the Town Superintendent.
2. The applicant is to keep in good repair all pipes, hydrants or appurtenances which may be placed within the bounds of the highway under terms of this permit and is to save the Town harmless from all damages which may accrue by reason of their location in the Highway, and upon notice by the Town Superintendent agrees to make repairs required for the protection and preservation of the highway, and further agrees that upon failure of the applicant to make such repairs, that they may be made by the Town Superintendent at the expense of the applicant and such expense shall be a prior lien upon the land benefitted by the use of the highway for such pipes, hydrants and appurtenances.
3. If the drainage, sewer, water pipes or appurtenances, which are laid under this permit are placed in a Town road they shall be so placed as not to interrupt or interfere with public travel upon the highway; and the earth removed must be replaced and the highway left in all respects in as good condition as before the work was performed.
4. If the work performed is on a road which has been improved by State aid, such drainage, sewer or water pipes must be placed at least four (4) feet below and in such manner as in no way to interfere with the macadam, shoulders or drainage ditches of the highway and that portion of the trench which passes under the macadam, shoulders or drainage ditches of the highway and that portion of the trench which under the macadam, shoulders or drainage ditches of the highway and that portion of the trench which passes under the macadam shall be bored or pipe-driven and in no case shall the macadam be disturbed. Upon completion of the work the highway shall be left in as good condition as before the work was performed and to the satisfaction of the Town Superintendent. Care must be taken not to interfere with drainage ditches or structures.

   Please notify utility companies before starting work

5. It is agreed by the applicant that any injury or disturbance of the macadam portion of the highway, its shoulders or drainage ditches which may occur hereafter by reason of the laying of said drainage, sewer or water pipes and their appurtenances shall be repaired by and at the expense of the applicant to the satisfaction of the Town Superintendent.
6. The Town Superintendent may, upon the failure of the applicant to comply with any of the conditions contained herein, revoke this permit and remove any pipes, or hydrants, or other appurtenances which may have been placed in the highway under this permit.

Attachment: work permit - cayuga (RES-2025-313 : Highway Work Permit – National Grid – Cayuga Road)

7. If the road upon which this permit is issued at the time of issuance a town highway, and it should be thereafter improved by State aid as a State or County highway, it is agreed that the applicant shall, before its improvement at the applicant's own expense remove drainage, sewer or water pipes or appurtenances which may be placed under this permit and will relay the same in conformity with the directions of the engineer in charge of such improvement and in accordance with the rules and regulations prescribed by the State Commission of Highways.

I hereby agree to the conditions contained in the foregoing permit.

_____ _____

Applicant

Dated this _____ day of _____, 202_

_____

Town Superintendent of Highways

The undersigned members of the Town Board of the Town of Tonawanda hereby consent to the grant of the foregoing permit.

Dated this _____ day of _____, 202_

_____ *Town Supervisor*

_____ *Town Clerk*

_____ *Councilmember*

_____ *Councilmember*

_____ *Councilmember*

_____ *Councilmember*

Attachment: work permit - cayuga (RES-2025-313 : Highway Work Permit – National Grid – Cayuga Road)

Rules and Regulations prescribed by the State Superintendent of Public Works under Section 10 of the Highway Law relative to the issuance of permits under Section 149

1. Permits to law sewer od water pipes, with appurtenances, shall be issued under Section 149 in the following manner:
2. A written application on the form prescribed by the State Superintendent of Public Works and provided by the Town Superintendent, having the blank places properly filled in, must be filed with the Town Superintendent.
3. The permit must be issued on these forms prescribed by the State and before being issued must, in all cases, be approved by the County Superintendent of the county within which the highway is located. One copy of the permit shall be filed with the Town Clerk and one with the Town Superintendent.
4. The consensus of a majority of members of the Town Board, or the County Superintendent, must be affixed to the permit.
5. Should any special conditions exist which may require further restrictions in order to protect the highway other than those contained in this printed form ; the same should be inserted in the blank space provided therefore and indicated as such.

Permit under Section 149

Issued: _____

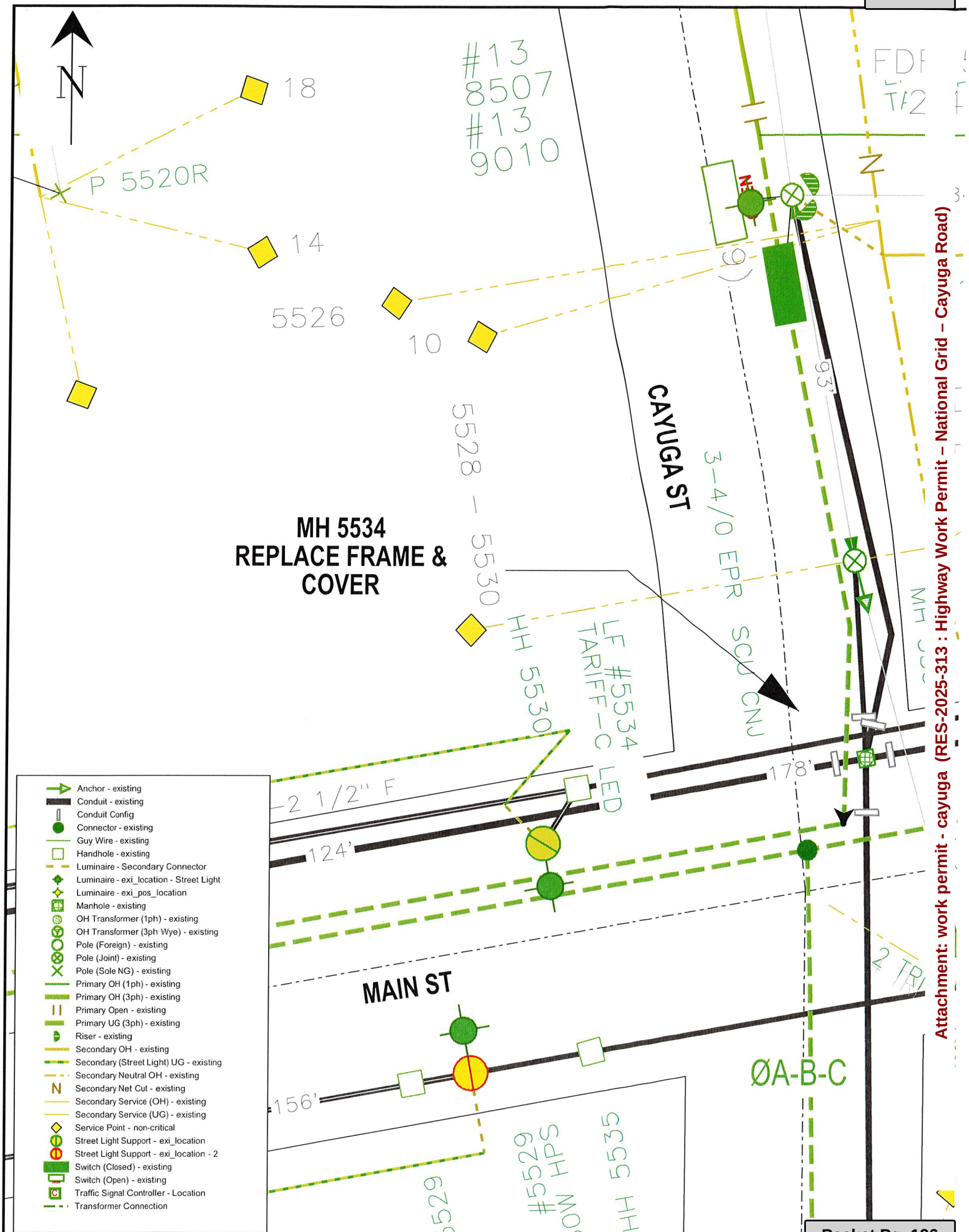
To: _____

P.O. Address: _____

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_____
Town Superintendent of Highways

Attachment: work permit - cayuga (RES-2025-313 : Highway Work Permit – National Grid – Cayuga Road)

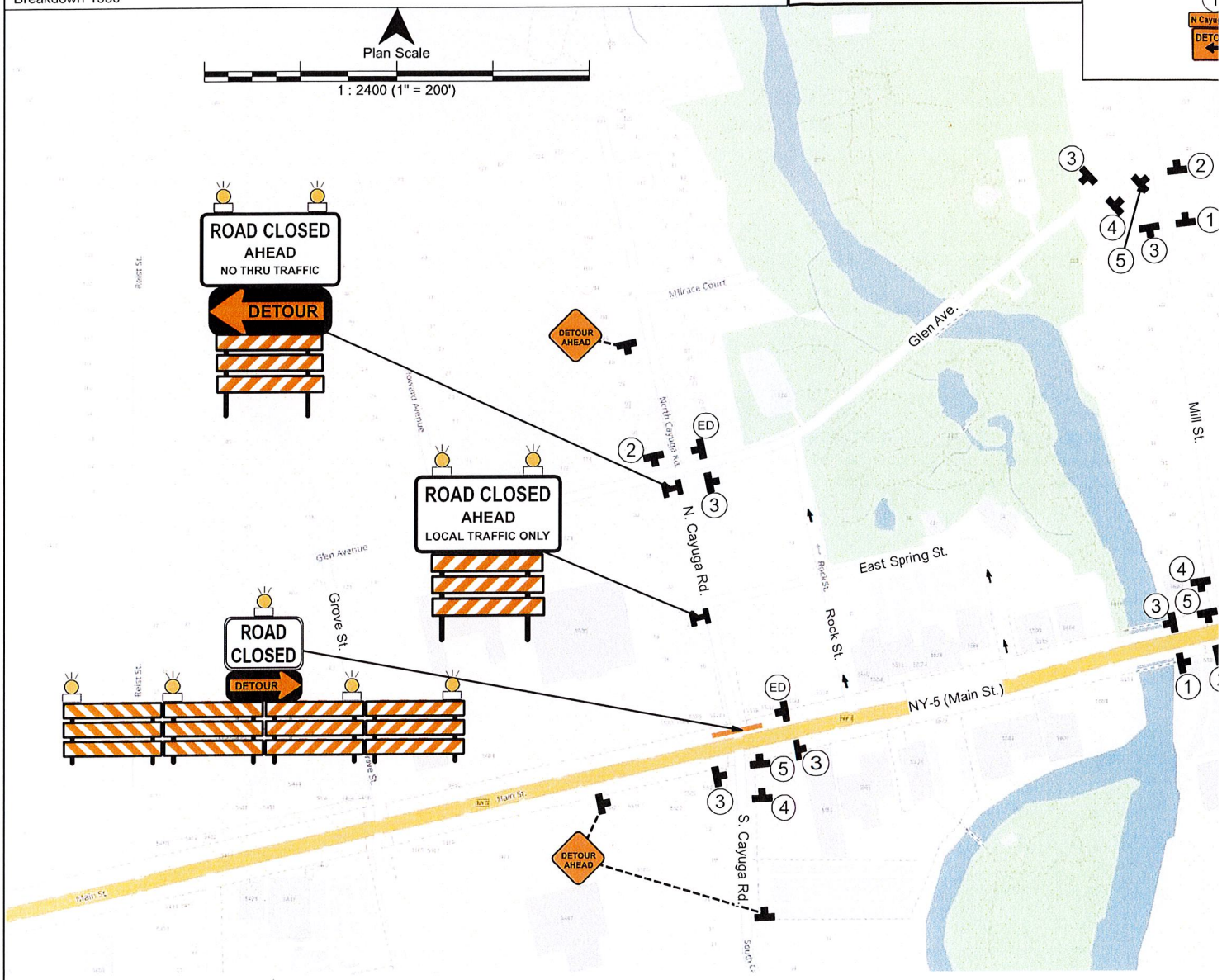


Attachment: work permit - cayuga (RES-2025-313 : Highway Work Permit – National Grid – Cayuga Road)

Date: 1/18/2024 **Author:** Buffalo Barricade LLC **Project:** NY-5 (Main St.) & Cayuga Rd. Williamsville, NY - DETOUR PLAN

Comments:
National Grid - DETOUR PLAN (PAGE 1 OF 2)
Setup 0900
Breakdown 1530

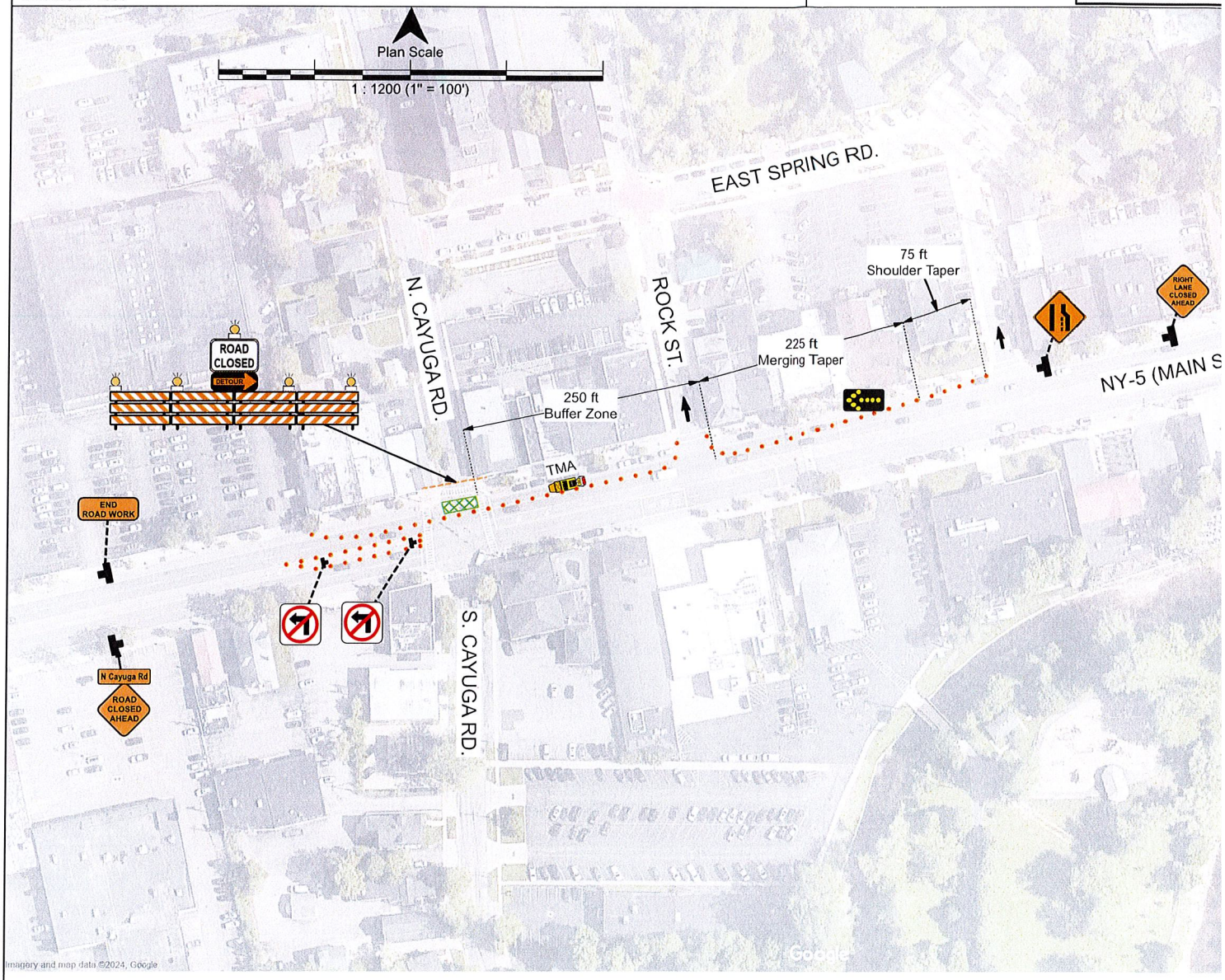
BUFFALO BARRICADE



Attachment: work permit - cayuga (RES-2025-313 : Highway Work Permit – National Grid – Cayuga Road)

Date: 1/18/2024 **Author:** Buffalo Barricade LLC **Project:** NY-5 (Main St.) & Cayuga Rd. Williamsville, NY - LANE CLOSURES

Comments:
National Grid - LANE CLOSURES (2 of 2)
Setup 0900
Breakdown 1530



Attachment: work permit - cayuga (RES-2025-313 : Highway Work Permit – National Grid – Cayuga Road)

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30239 **RESOLUTION 2025-314** **ADOPTED**

Highway Work Permit – National Grid – New Inline Poles

Kindly adopt a resolution:

1.) Authorizing the Highway Superintendent to both execute and issue the attached permit; and

2.) Authorizing the Town Supervisor to executed the attached permit.

Thank you.

3/24/2025
Consent

FINANCIAL IMPACT:

n/a

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

PERMIT ISSUED UNDER SECTION 149 OF NEW YORK STATE HIGHWAY LAW

The undersigned, the Town Superintendent of Highways of the Town of Amherst , County of Erie, upon the written application of National Grid , whose address is 144 Kensington Avenue, Buffalo, NY 14214 dated on the 7th day of January , 2025 and filed with him as prescribed by Section 149 of the Highway Law, hereby grants permission to said applicant to Installing 2 new inline poles. #1786 & #883

on the highway as described as follows
New pole #1786 will be located approx. 110' north of existing pole #1780
New pole #883 will be located approx. 60' north of existing pole #877

This permit is granted under the following conditions:

1. The work authorized by this permit shall be performed in a manner satisfactory to the Town Superintendent.
2. The applicant is to keep in good repair all pipes, hydrants or appurtenances which may be placed within the bounds of the highway under terms of this permit and is to save the Town harmless from all damages which may accrue by reason of their location in the Highway, and upon notice by the Town Superintendent agrees to make repairs required for the protection and preservation of the highway, and further agrees that upon failure of the applicant to make such repairs, that they may be made by the Town Superintendent at the expense of the applicant and such expense shall be a prior lien upon the land benefitted by the use of the highway for such pipes, hydrants and appurtenances.
3. If the drainage, sewer, water pipes or appurtenances, which are laid under this permit are placed in a Town road they shall be so placed as not to interrupt or interfere with public travel upon the highway; and the earth removed must be replaced and the highway left in all respects in as good condition as before the work was performed.
4. If the work performed is on a road which has been improved by State aid, such drainage, sewer or water pipes must be placed at least four (4) feet below and in such manner as in no way to interfere with the macadam, shoulders or drainage ditches of the highway and that portion of the trench which passes under the macadam, shoulders or drainage ditches of the highway and that portion of the trench which under the macadam, shoulders or drainage ditches of the highway and that portion of the trench which passes under the macadam shall be bored or pipe-driven and in no case shall the macadam be disturbed. Upon completion of the work the highway shall be left in as good condition as before the work was performed and to the satisfaction of the Town Superintendent. Care must be taken not to interfere with drainage ditches or structures.

   Please notify utility companies before starting work

5. It is agreed by the applicant that any injury or disturbance of the macadam portion of the highway, its shoulders or drainage ditches which may occur hereafter by reason of the laying of said drainage, sewer or water pipes and their appurtenances shall be repaired by and at the expense of the applicant to the satisfaction of the Town Superintendent.
6. The Town Superintendent may, upon the failure of the applicant to comply with any of the conditions contained herein, revoke this permit and remove any pipes, or hydrants, or other appurtenances which may have been placed in the highway under this permit.

Attachment: work permit - new inline poles (RES-2025-314 : Highway Work Permit – National Grid – New Inline Poles)

7. If the road upon which this permit is issued at the time of issuance a town highway, and it should be thereafter improved by State aid as a State or County highway, it is agreed that the applicant shall, before its improvement at the applicant's own expense remove drainage, sewer or water pipes or appurtenances which may be placed under this permit and will relay the same in conformity with the directions of the engineer in charge of such improvement and in accordance with the rules and regulations prescribed by the State Commission of Highways.

I hereby agree to the conditions contained in the foregoing permit.

Scott Jannack

Applicant

Dated this 7th day of January, 2025

Town Superintendent of Highways

The undersigned members of the Town Board of the Town of Tonawanda hereby consent to the grant of the foregoing permit.

Dated this 7th day of January, 2025

Town Supervisor

Town Clerk

Councilmember

Councilmember

Councilmember

Councilmember

Attachment: work permit - new inline poles (RES-2025-314 : Highway Work Permit – National Grid – New Inline Poles)

Rules and Regulations prescribed by the State Superintendent of Public Works under Section 10 of the Highway Law relative to the issuance of permits under Section 149

1. Permits to law sewer od water pipes, with appurtenances, shall be issued under Section 149 in the following manner:
2. A written application on the form prescribed by the State Superintendent of Public Works and provided by the Town Superintendent, having the blank places properly filled in, must be filed with the Town Superintendent.
3. The permit must be issued on these forms prescribed by the State and before being issued must, in all cases, be approved by the County Superintendent of the county within which the highway is located. One copy of the permit shall be filed with the Town Clerk and one with the Town Superintendent.
4. The consensus of a majority of members of the Town Board, or the County Superintendent, must be affixed to the permit.
5. Should any special conditions exist which may require further restrictions in order to protect the highway other than those contained in this printed form ; the same should be inserted in the blank space provided therefore and indicated as such.

Permit under Section 149

Issued: _____

To: _____

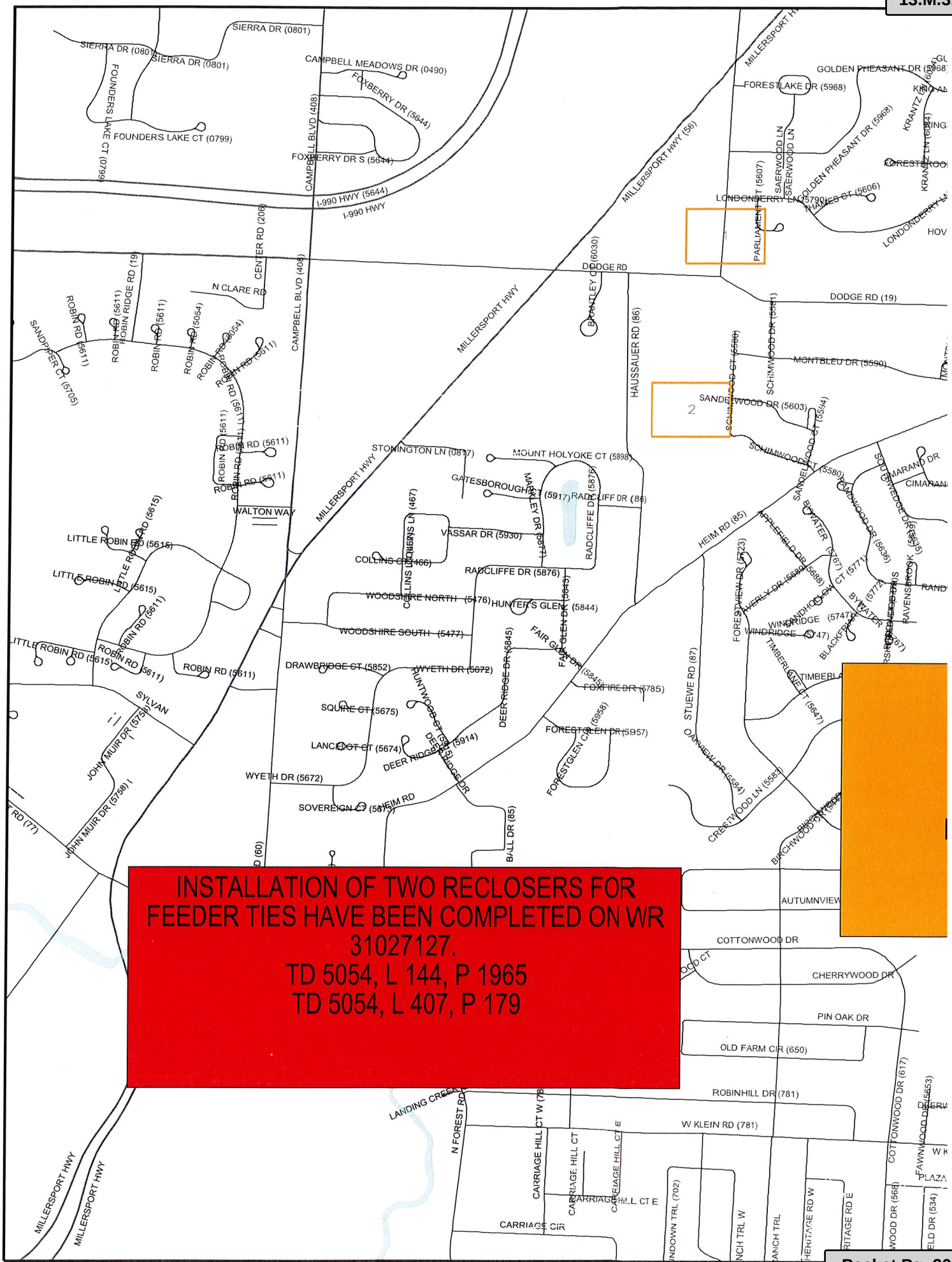
P.O. Address: _____

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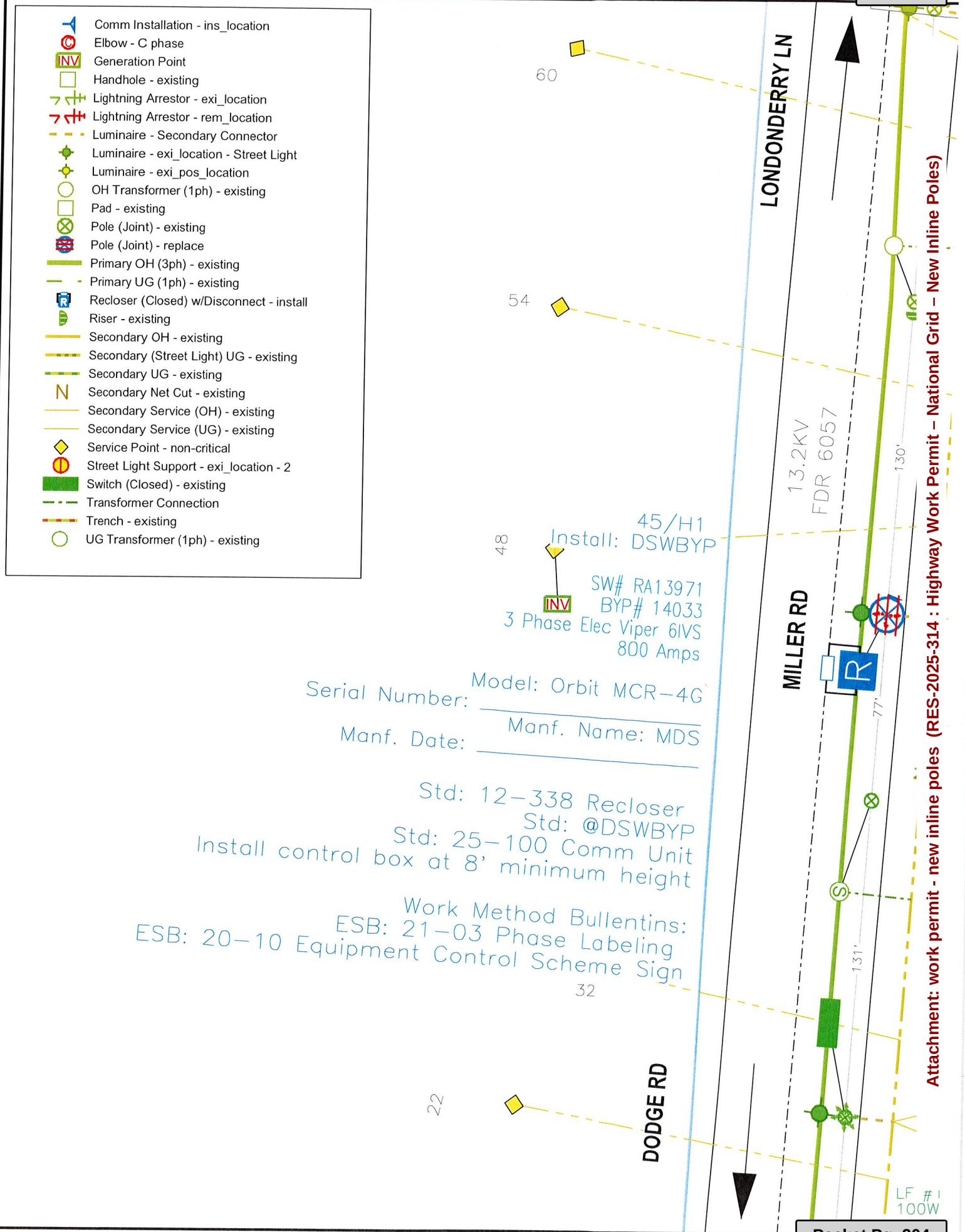
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Town Superintendent of Highways

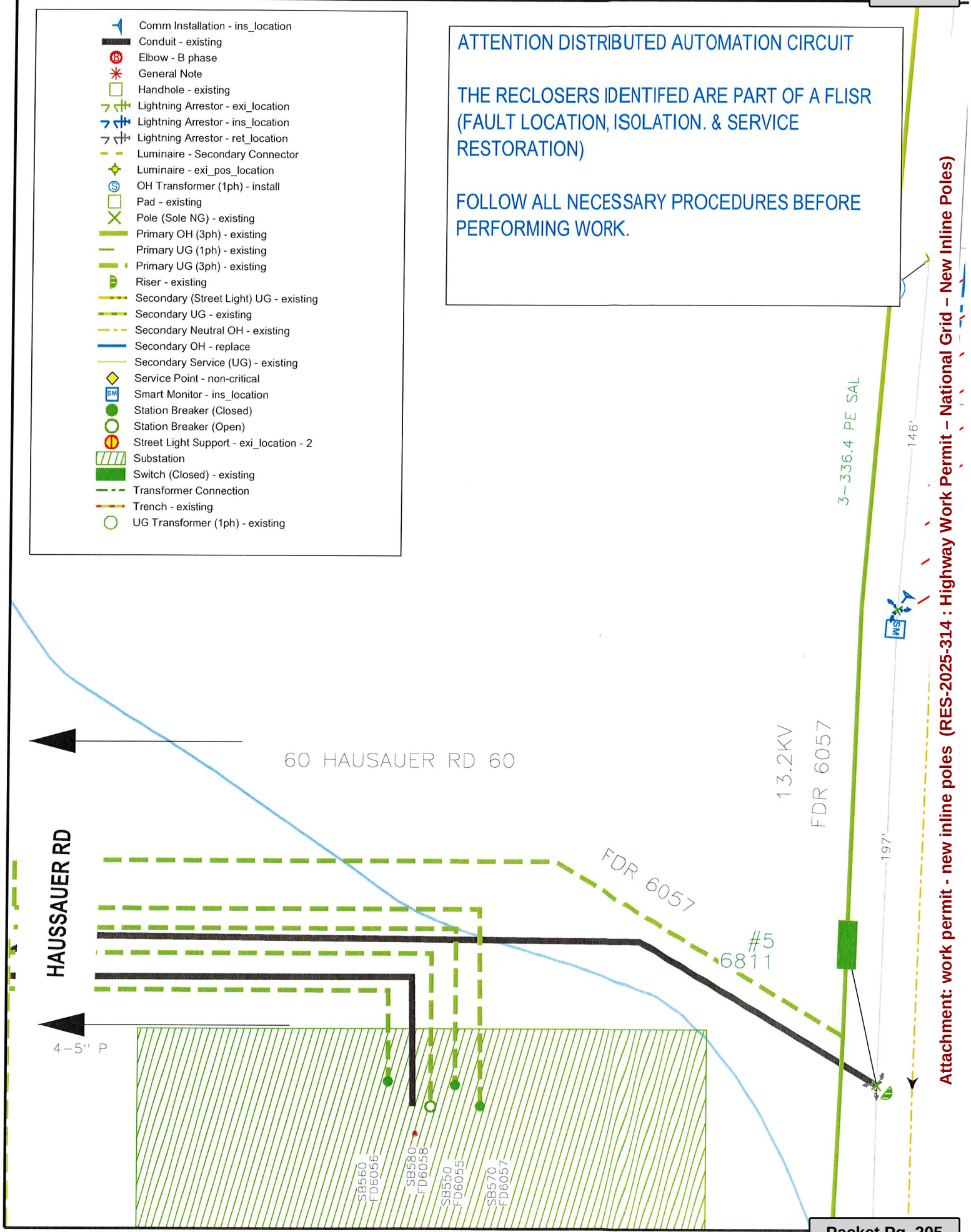
Attachment: work permit - new inline poles (RES-2025-314 : Highway Work Permit – National Grid – New Inline Poles)



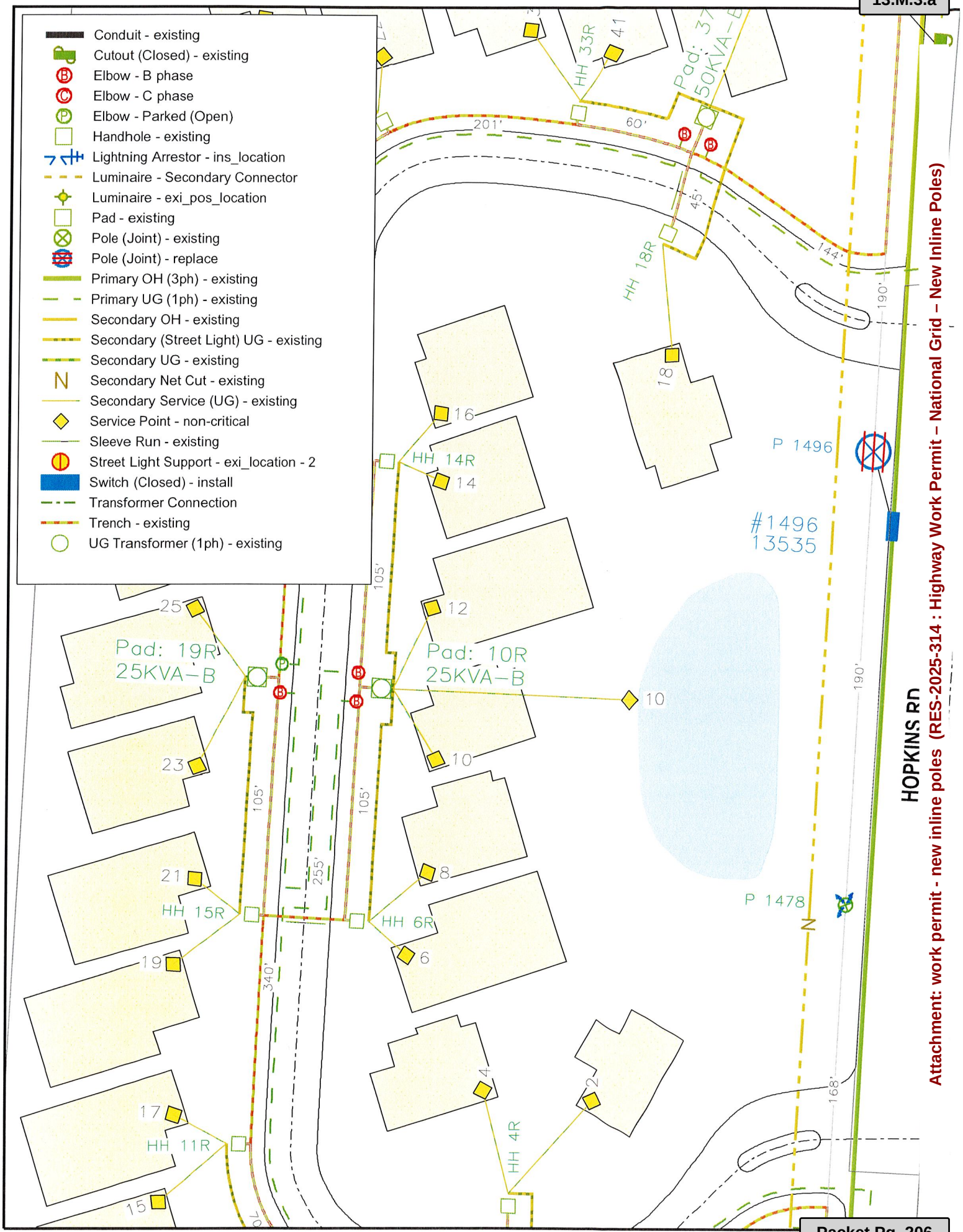
Attachment: work permit - new inline poles (RES-2025-314 : Highway Work Permit – National Grid – New Inline Poles)



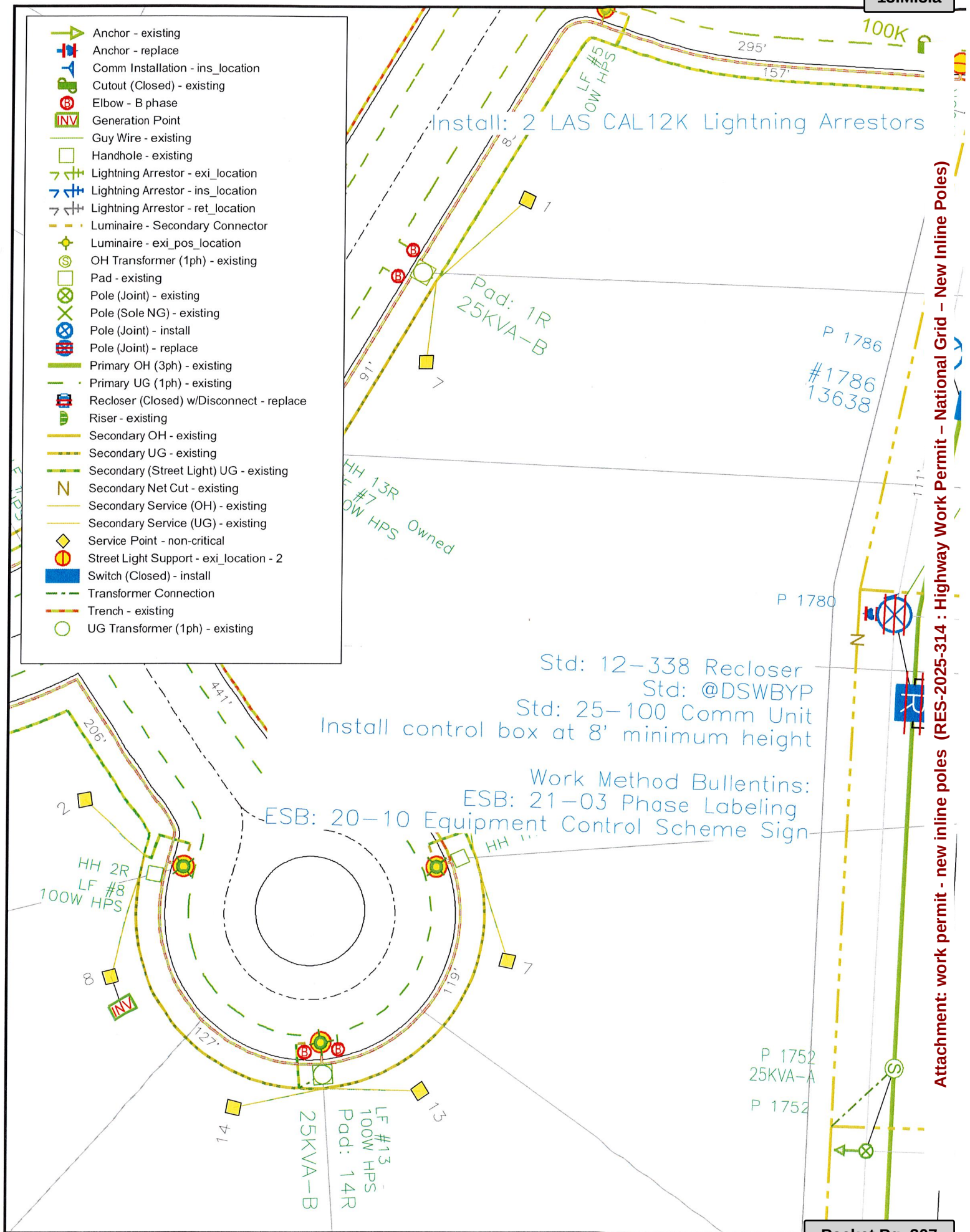
Attachment: work permit - new inline poles (RES-2025-314 : Highway Work Permit – National Grid – New Inline Poles)



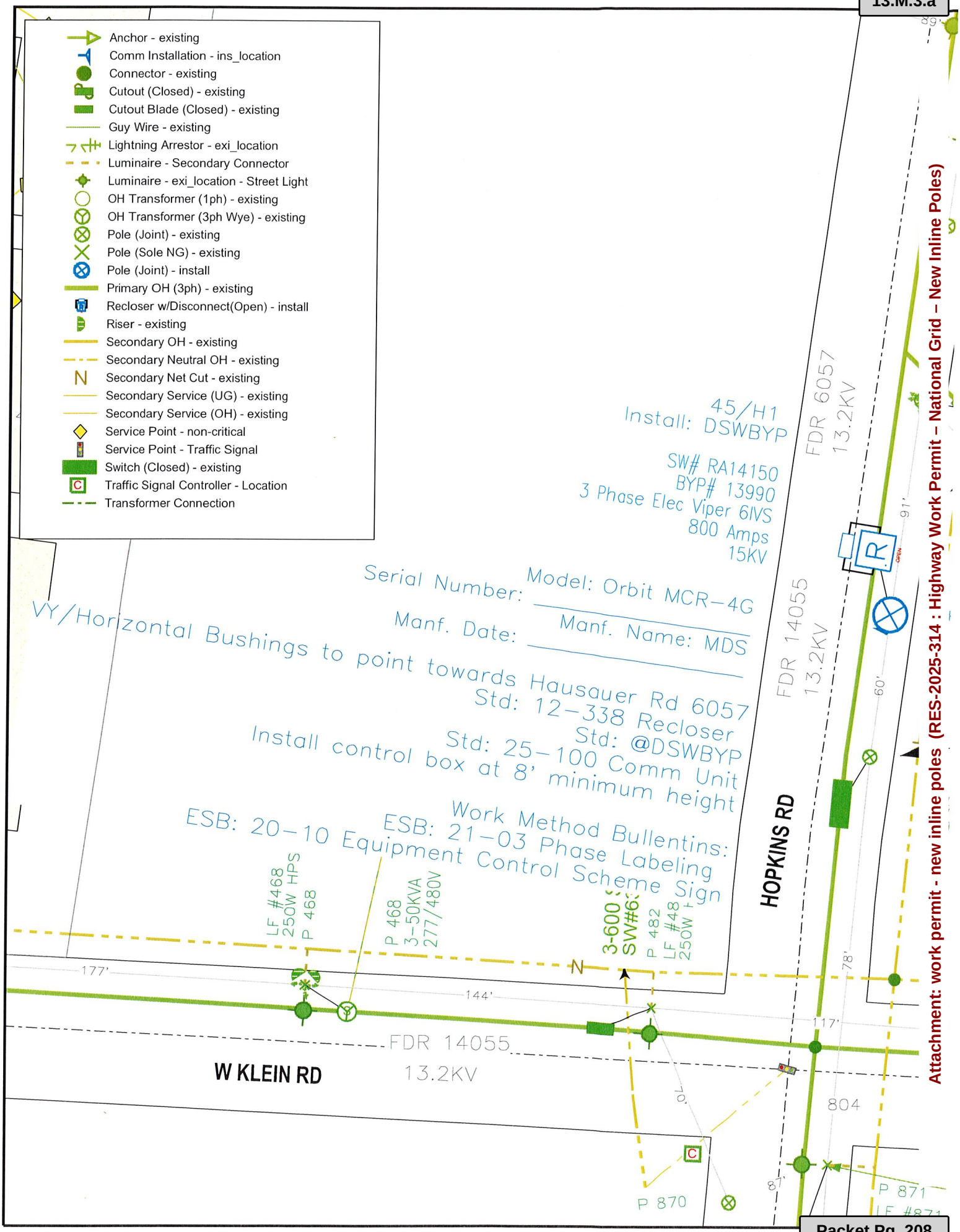
Attachment: work permit - new inline poles (RES-2025-314 : Highway Work Permit – National Grid – New Inline Poles)



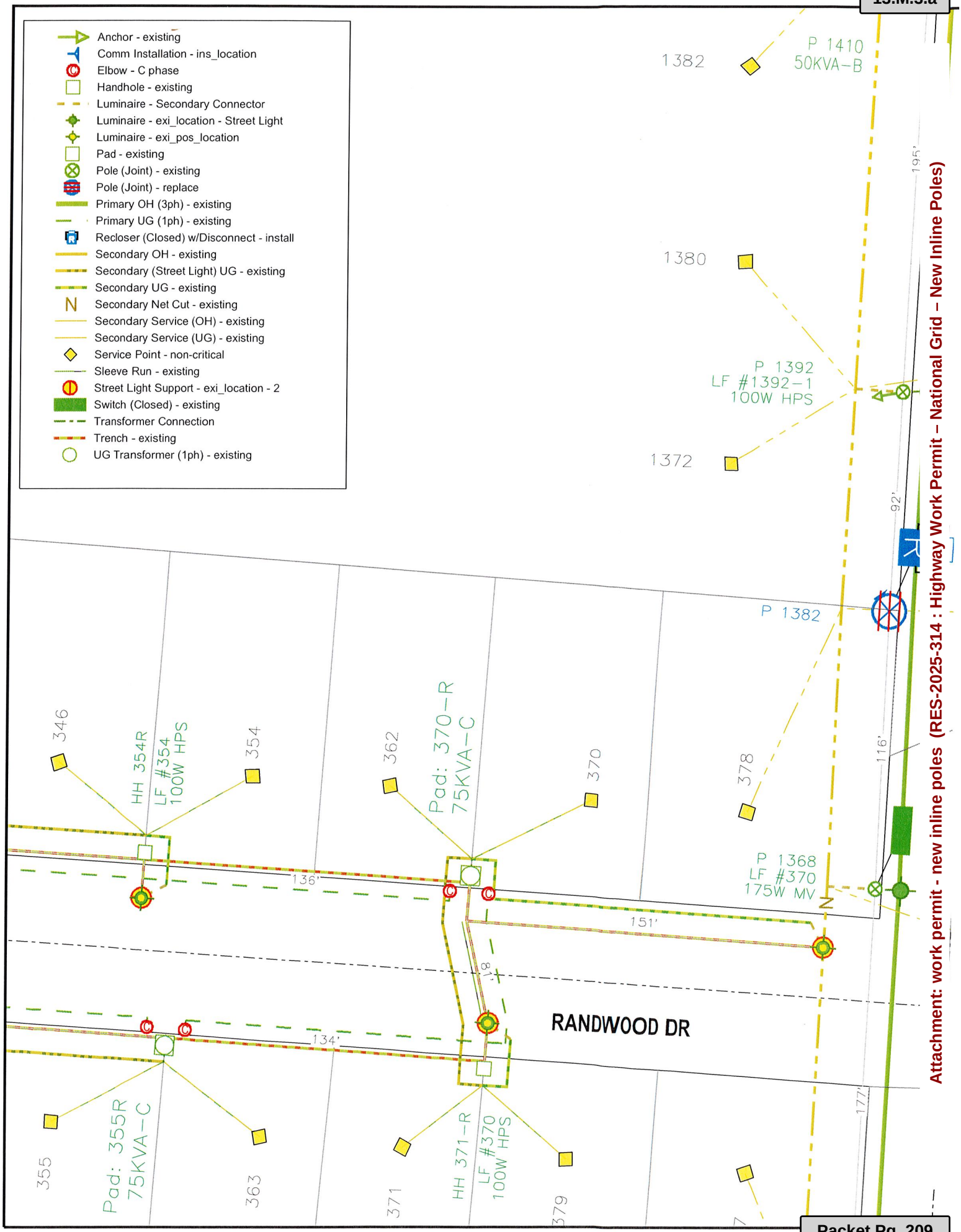
Attachment: work permit - new inline poles (RES-2025-314 : Highway Work Permit – National Grid – New Inline Poles)



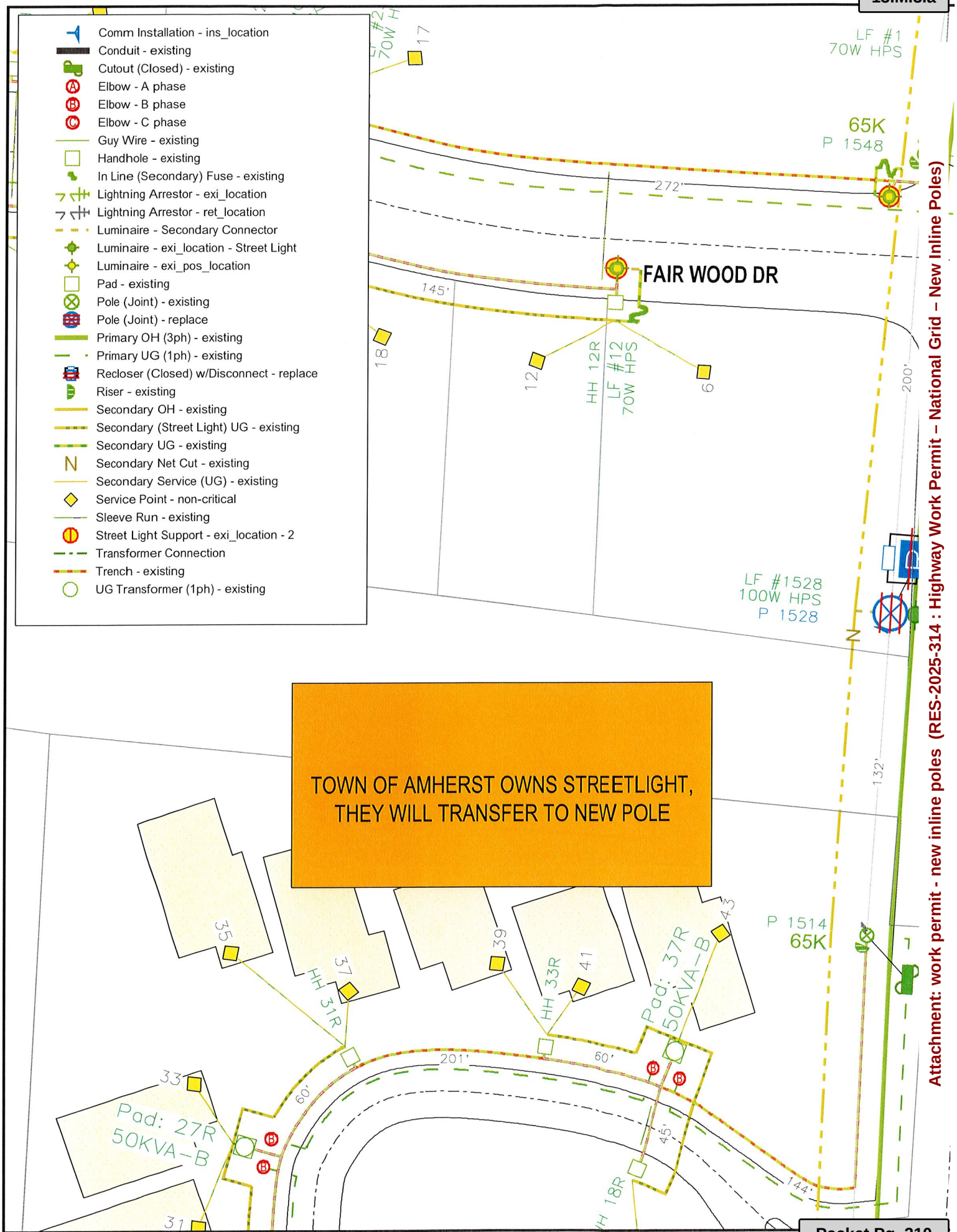
Attachment: work permit - new inline poles (RES-2025-314 : Highway Work Permit – National Grid – New Inline Poles)



Attachment: work permit - new inline poles (RES-2025-314 : Highway Work Permit – National Grid – New Inline Poles)



Attachment: work permit - new inline poles (RES-2025-314 : Highway Work Permit – National Grid – New Inline Poles)



Attachment: work permit - new inline poles (RES-2025-314 : Highway Work Permit – National Grid – New Inline Poles)

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30204 **RESOLUTION 2025-315** **ADOPTED**

Laborer/Building Maintenance/Facilities Department

Please appoint a Laborer to the Building Maintenance/Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 25, 2025 at an hourly rate of $18.96, Grade 3, Step A for David Watt.

Contingent upon completing all pre-employment requirements.

Replacing an employee who transferred to another department.

3/24/2025
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: 03/24/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30205 **RESOLUTION 2025-316** **ADOPTED**

Automotive Mechanic/Police Department

Please appoint an Automotive Mechanic to the Police Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 25, 2025 at an hourly rate of $22.69, Grade 7, Step A for Bailey Kowalczewski.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

3/24/2025
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: 03/24/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30206 **RESOLUTION 2025-317** **ADOPTED**

Maternity Leave Without Pay/Police Department

Please authorize a Maternity Leave Without Pay to a Police Officer-Police Department. Effective March 24, 2025 through July 20, 2025.

3/24/2025
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: 03/24/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30214 **RESOLUTION 2025-318** **ADOPTED**

Recreation Leader-Senior Citizens/Senior Services

Please appoint a Recreation Leader-Senior Citizens to the Senior Services Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 25, 2025 at an annual salary of $43,803, Grade 9, Step A for Donald Weisansal.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

3/24/2025
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: 03/24/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30216 **RESOLUTION 2025-319** **ADOPTED**

Recreation Supervisor/Youth & Recreation

Please appoint a Recreation Supervisor to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 25, 2025 at an annual salary of $59,247, Grade 10, Step G for Michele Holmes.

This is a lateral appointment for an employee currently serving as Program Leader (Youth).

3/24/2025
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: 03/24/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30220 **RESOLUTION 2025-320** **ADOPTED**

Youth Services Program Coordinator/Youth & Recreation

Please appoint a Youth Services Program Coordinator to the Youth & Recreation Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 25, 2025 at an annual salary of $59,247, Grade 10, Step G for Jennifer Reed.

This is a lateral appointment for an employee currently serving as Recreation Supervisor.

3/24/2025
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: 03/24/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30223 **RESOLUTION 2025-321** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective March 25, 2025, Temporary, $15.50 ph, Step 1 for Adam Korte.

3/24/2025
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: 03/24/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30229 **RESOLUTION 2025-322** **ADOPTED**

Purchasing Clerk/Highway Department

Please appoint a Purchasing Clerk to serve as Office Administrator at the Highway Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 25, 2025 at an annual salary of $84,330.15, Grade 4, Step M of the Exempt Non-Department Head Salary Schedule for Vianne Uthman.

3/24/2025
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: 03/24/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30209 **RESOLUTION 2025-323** **ADOPTED**

Approval for Supervisor to Execute an Amendment to the Grant Agreement for the NYS Plus One Accessory Dwelling Unit Program (ADU) CRS #4000

WHEREAS, the Town of Amherst received a $2 Million grant award from the New York State Homes and Community Renewal's Plus One Accessory Dwelling Unit (ADU) Program in order to create the Amherst ADU Pilot Program; and

WHERAS, the Town's Program Agreement with New York State Housing Trust Fund Corporation requires an extension to continue to meet program goals; now therefore be it

RESOLVED, that the Amherst Town Board hereby authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to execute Amendment No. 1 to the Grant Agreement for the Plus One ADU Program.

3/24/2025
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no monetary consideration as a grant match is not required; and the submittal of the grant proposal 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
Planning Direc

Daniel J. Ulatowski
Assistant Planning D

March 17, 2025

Agenda of March 24, 2025

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

RE: Approval for Supervisor to Execute a Grant Agreement Extension for the NYS Homes and Community Renewal's Plus One Accessory Dwelling Unit Program.

Honorable Members:

The Planning Department formally requests the Town Board's approval for an extension of the grant agreement timeframe for Amherst's Plus One Accessory Dwelling Unit (ADU) Program Grant with NYS Homes and Community Renewal (SHARS ID# 20230050).

The Town's ADU Pilot Program is working to generate additional housing opportunities through direct assistance to homeowners for the design, approval and construction of new and rehabilitated ADUs. While significant progress has been made—including eight local program awardees nearing construction—an extension will allow the Town to effectively meet the program's objectives and maximize its impact on housing opportunities in our community.

At this time, the Planning Department is requesting approval for the Supervisor to execute the Grant Agreement Amendment No. 1 (attached) required by NYS Homes and Community Renewal. Should you require any further details, please feel free to contact Laurie Stillwell at (716) 631-7050 or lstillwell@amherst.ny.us.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Enc.

X:\Special_Projects\ADU Grant\Grant Administration\Grant Agreement\Extension Request\TB Ltr - ADU Agrmt Extension 3.24.25.docx

Attachment: adu-03192025084723 (RES-2025-323 : Approval for Supervisor to Execute an Extension for the ADU Program)

AMENDMENT No. 1
Plus One ADU Program – Round 1
Town of Amherst
Amherst
(SHARS ID:20230050)

This Amendment, as entered into as of the ____ day of _____ 2025 between the Housing Trust Fund Corporation ("Corporation"), represented by the Housing Trust Fund Corporation, and Town of Amherst ("Recipient"), a not-for-profit corporation.

Whereas, the Corporation and the Recipient executed a Plus One ADU Program ("Grant Agreement") as of the 20th day of March, 2023; and

Whereas, the parties hereto wish to amend the Plus One ADU Program – Round 1 - Grant Agreement.

Now therefore, the parties agree as follows:

1. **Section 2. Term** is hereby amended and restated to read as follows:

   The period of performance for all activities assisted pursuant to this Agreement shall be **thirty-six (36)** months commencing on the Effective Date of this Agreement and ending on **03/20/2026**, ("Term"), unless sooner terminated as provided for herein. The Term of this Agreement may be extended to cover any additional time period and at the sole discretion of the Corporation.

2. Except as expressly provided in this Amendment, the Plus One ADU Program Grant Agreement remains in full force and in effect.

{Signature Page Follows}

Attachment: Town of Amherst - Amherst - Contract Extension - V2 3.24 (RES-2025-323 : Approval for Supervisor to Execute an Extension for

IN WITNESS WHEREOF, this Amendment has been executed by a duly authorized representative of the parties.

Housing Trust Fund Corporation

By: _____

Name: Dina Levy
Title: Sr. Vice President

Town of Amherst

By: _____

Authorized Signatory Name: _____
Title: _____

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the_____day of_____, in the year_____, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, personally 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 they executed the same in their capacity (ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the_____day of_____, in the year_____, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, personally 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 they executed the same in their capacity (ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: Town of Amherst - Amherst - Contract Extension - V2 3.24 (RES-2025-323 : Approval for Supervisor to Execute an Extension for

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30211 **RESOLUTION 2025-324** **ADOPTED**

To Authorize the Community Development Staff to Exceed the $60,000 Loan Limit

WHEREAS, Town Community Development staff originates and approves housing rehabilitation loans up to $60,000 for eligible homeowners using HOME & CDBG funds; and

WHEREAS, a homeowner(s) on North French Road needs substantial work done to their home; and

WHEREAS, Community Development staff is requesting permission to extend additional housing rehabilitation loan funds to this homeowner not to exceed a total of $67,000;

NOW THEREFORE, be it resolved that the Town of Amherst authorizes Community Development staff to exceed the $60,000 loan limit using HOME funding for this household, not to exceed the loan amount of $67,000.

3/24/2025
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
Planning Direc
Daniel J. Ulatowsk
Assistant Planning

March 19, 2025

Town Board Agenda of March 24, 2025

Honorable Town Board
5583 Main Street
Williamsville, NY 14221

Subject: Request to exceed $60,000 loan limit on North French Road

Honorable Members:

Community Development Program staff is requesting permission to exceed the $60,000 loan limit to assist a household on North French Road. The homeowners need substantial rehabilitation work done to their home that includes drain tile and bubbler installations, roof and siding replacement, ductwork repairs, and significant electrical repairs to bring the systems to code.

Staff requests permission to provide up to, but not to exceed $67,000 in HOME loan funds. The homeowner has 3 loans on the property but retains substantial equity. The HOME funds are allocated to the Town by the U.S. Department of Housing & Urban Development and are not part of the Town's overall operating budget. The expenditure of these funds in accordance with federal regulations has no direct fiscal impact on the Town.

We would appreciate an indication from the Board of its willingness to extend additional housing rehabilitation loan funds to this household before we authorize the homeowner to commence with the proposed work. Attached is a resolution for your consideration.

Thank you.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Attachment: TB_Letter_North_French_Road_Exceed_60K (RES-2025-324 : Request to Exceed $60,000 Loan Limit on North French Road)

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30217 **RESOLUTION 2025-325** **ADOPTED**

To Authorize the Community Development Staff to Exceed the $60,000 Loan Limit

WHEREAS, Town Community Development staff originates and approves housing rehabilitation loans up to $60,000 for eligible homeowners using HOME & CDBG funds; and

WHEREAS, a homeowner(s) on Devon Lane needs substantial work done to their home; and

WHEREAS, Community Development staff is requesting permission to extend additional housing rehabilitation loan funds to this homeowner not to exceed a total of $70,000;

NOW THEREFORE, be it resolved that the Town of Amherst authorizes Community Development staff to exceed the $60,000 loan limit using HOME funding for this household, not to exceed the loan amount of $70,000.

3/24/2025
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
Planning Direc
Daniel J. Ulatowsk
Assistant Planning

March 19, 2025

Town Board Agenda of March 24, 2025

Honorable Town Board
5583 Main Street
Williamsville, NY 14221

Subject: Request to exceed $60,000 loan limit on Devon Lane

Honorable Members:

Community Development Program staff is requesting permission to exceed the $60,000 loan limit to assist a household on Devon Lane. The homeowners need substantial rehabilitation work done to their home that includes dead tree removal, deteriorated cabinet replacement, emergency plumbing repairs, and hazardous driveway replacement.

Staff requests permission to provide up to, but not to exceed $70,000 in CDBG loan funds. The homeowner has one loan on the property but retains substantial equity. The CDBG funds are allocated to the Town by the U.S. Department of Housing & Urban Development and are not part of the Town's overall operating budget. The expenditure of these funds in accordance with federal regulations has no direct fiscal impact on the Town.

We would appreciate an indication from the Board of its willingness to extend additional housing rehabilitation loan funds to this household before we authorize the homeowner to commence with the proposed work. Attached is a resolution for your consideration.

Thank you.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Attachment: TB_Letter_Devon_Lane_Exceed_60K (RES-2025-325 : Request to Exceed $60,000 Loan Limit on Devon Lane)

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30230 **RESOLUTION 2025-326** **ADOPTED**

To Authorize the Town Supervisor to Enter into a Subrecipient Agreement with the Town of Cheektowaga for the Management of Activities Funded through the HOME Investment Partnership Program CRS #5401

WHEREAS, the Town of Amherst acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the U.S. Department of Housing and Urban Development requires that the Town execute annual Subrecipient Agreements with the other member towns to include a more precise description of the allocation of responsibilities for managing projects utilizing HOME funds;

NOW, THEREFORE, BE IT RESOLVED, that subject to the satisfactory completion of the contract routing process, the Town Board of the Town of Amherst authorizes the Supervisor to enter into a Subrecipient Agreement with the Town of Cheektowaga for the 2025-26 Community Development program year.

3/24/2025
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, P
Planning Direc
Daniel J. Ulatowsk :P
Assistant Planning l or

March 17, 2025

Agenda of March 24, 2025

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

Subject: Subrecipient Agreement with the Town of Cheektowaga HOME Investment Partnership Program for 2025-26 Program Year

Honorable Board Members:

The Town acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium in order for the three towns to qualify for direct funding under the HOME Investment Partnership (HOME) Program. In this capacity, the Town is responsible for administrative oversight in the management of the HOME grant.

The U.S. Department of Housing & Urban Development requires that the Town execute formal "Sub recipient Agreements" with each of the other towns in order to delegate responsibilities for the day-to-day management of the HOME program activities to the individual towns.

Attached for your consideration is a resolution authorizing the Town Supervisor to sign a Subrecipient Agreement with the Town of Cheektowaga.

Sincerely,

Daniel C. Howard, AICP
Planning Director

Att.

X:\Community Development\New Structure\ACT CONSORTIUM\HOME Consortium Agreement\3twn Subrecipient Agreemt\2025-26\TB_Subrecipient_ltr _ Cheektowaga_2025.docx

Attachment: tb cheek-031920251115238 (RES-2025-326 : Subrecipient Agreement Between the Town of Amherst & the Town of Cheektowaga)

SUBRECIPIENT AGREEMENT
BETWEEN THE TOWN OF AMHERST AND THE TOWN OF CHEEKTOWAGA FOR THE USE OF HOME FUNDS

THIS AGREEMENT, entered into as of the _____ day of _____, 2025, between the Town of Amherst, a municipal corporation of the State of New York acting as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium, having an office located at 5583 Main Street, Williamsville, New York 14221, (hereinafter referred to as the "Consortium"), and the Town of Cheektowaga, a municipal corporation of the State of New York, having an office located at 3301 Broadway, Cheektowaga, New York 14227 (hereinafter referred to as "the Subrecipient").

WITNESSETH

WHEREAS, the Consortium receives an Entitlement HOME Investment Partnership Grant (herein referred to as the Grant) from the Department of Housing and Urban Development (herein referred to as HUD) for use in the Towns of Amherst, Cheektowaga and Tonawanda, and

WHEREAS, rules and regulations of HUD which govern the Grant require the lead community to contract with any other entities managing activities utilizing HOME funds, and

WHEREAS, the Subrecipient has adequate capacity to administer housing and community development activities within its jurisdiction,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. EXHIBITS INCORPORATED.
The following exhibits are attached to this Agreement and made a part hereof.

   a. Exhibit "A" - Subrecipient Responsibilities
   b. Exhibit "B" - Budget & Schedule
   c. Exhibit "C" - Certificate of Insurance (Sub-recipient)
   d. Contract Addendum

2. Time of Performance: The services of the Subrecipient shall begin April 1, 2025 and end March 31, 2026, or upon reporting as completed in the HUD IDIS of any activities undertaken by the Subrecipient under this contract.

3. Compensation for Services: The Consortium shall verify that it has HOME funds available to cover the anticipated costs of acquisition/rehabilitation/construction associated with any project included in the Annual Plan submitted to the U.S. Department of Housing and Urban Development covering the use of HOME and Community Development Block Grant funds. The Consortium will pay the Subrecipient for approved costs accrued in carrying out the acquisition, rehabilitation and reconstruction of properties selected by the Subrecipient for inclusion in this project.

Attachment: Signed Subrecipient. Cheek. 2025 (RES-2025-326 : Subrecipient Agreement Between the Town of Amherst & the Town of

4. Method of Payment: The Subrecipient will complete a Town of Amherst Voucher for payment of approved costs accrued in carrying out the acquisition, rehabilitation and reconstruction of properties selected by the Subrecipient for inclusion in this project.

5. Termination of Contract for Cause: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Consortium shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Subrecipient under this Agreement, shall, at the option of the Consortium, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

6. Termination for Convenience of Consortium: The Consortium may terminate this Agreement at any time by giving written notice to the Subrecipient of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in this Agreement, shall at the option of the Consortium, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. Remedies for Non-Compliance: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Consortium 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.

8. Equal Employment Opportunity: The Subrecipient 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 Subrecipient 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, handicap, familial status, national origin 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 advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities.

Attachment: Signed Subrecipient. Cheek. 2025 (RES-2025-326 : Subrecipient Agreement Between the Town of Amherst & the Town of

The Subrecipient 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 Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to 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 Subrecipient 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 Subrecipient shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Consortium may reasonably require for purposes of demonstrating compliance with this Section 8.

The Subrecipient agrees to comply with such rules, regulations, or guidelines as the Consortium may issue to implement these requirements.

9. Interest of Members: No officer, member, or employee of the Subrecipient, and no member of the governing body of the Consortium who exercises any functions or responsibilities in the review or approval of the undertaking of the Project, 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 Subrecipient) in which he is, directly or indirectly interested or has any personal or pecuniary interest, direct or indirect.

10. Assignability: The Subrecipient 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 Consortium thereto: Provided however, that claims for money due or to become due to the Subrecipient from the Consortium 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 Consortium.

11. Interest of the Subrecipient. The Subrecipient 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 Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.

12. Findings Confidential: Any reports, information, data, etc., given to or prepared or assembled by the Subrecipient under this Agreement which the Consortium requests to be kept confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the Consortium, except as may be required by law or by order of a court or governmental agency with appropriate jurisdiction.

13. Officials Not to Benefit: No members of or Delegates to the Congress of the United States of America or Consortium officials or employees engaged in the administration of the

Attachment: Signed Subrecipient. Cheek. 2025 (RES-2025-326 : Subrecipient Agreement Between the Town of Amherst & the Town of

Grant shall be admitted to any share in the Project or part thereof or to any benefit to arise here from.

14. Conflict of Interest: No person who is an employee, agent, consultant, officer or elected official or appointed official of the Consortium or the Subrecipient 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.

15. 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 Consortium 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.

16. Audits and Inspections: At any time during normal business hours and as often as the Consortium may deem necessary, there shall be made available to the Consortium for examination all of the Subrecipient's records with respect to all matters covered by this Agreement and the Subrecipient will permit the Consortium 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. The Consortium shall commission an audit of the HOME award to be performed either on an annual or fiscal year basis as is appropriate in accordance with 24 CFR parts 44 and 45, as applicable.

17. Refusal to Testify, Grounds for Cancellation, Disqualification: Upon refusal by the Subrecipient, or if the Subrecipient is a firm, partnership, or corporation, upon refusal of a person who is a member, partner, director, or officer of the Subrecipient 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 Subrecipient, 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 Consortium for goods, work or services for a period of five (5) years and this Agreement at the option of the Consortium 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.

18. Program Income: Program income, if any, received by the Subrecipient will be returned to the Consortium. Proceeds from the sale of the houses shall be returned to the Consortium.

Attachment: Signed Subrecipient. Cheek. 2025 (RES-2025-326 : Subrecipient Agreement Between the Town of Amherst & the Town of

19. Reversion of Assets: Upon the expiration of the Agreement the Subrecipient agrees to transfer to the Consortium any HOME funds on hand at the time of expiration and any accounts receivable attributed to the use of HOME funds.

20. Private Contractors: The Subrecipient 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 92.504 and 92.505 of the HOME Regulations and applicable CDBG regulations regarding the letting of private contracts.

21. Federal and State Requirements: The Subrecipient agrees to abide by all present and future applicable New York State and Federal Government requirements in carrying out the activity described in Exhibit "A" attached hereto and made a part hereof. The Subrecipient 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.

22. Other Federal Program Requirements: The Subrecipient 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.

23. Affordability: Projects assisted with HOME funds must meet the affordability requirements of federal regulations at 24 CFR 92.254 and must require repayment of the funds if the project does not meet the affordability requirements for the time period specified in said regulations. Contracts of sale for any properties utilizing HOME funds to an income-eligible homebuyer must set forth the recapture requirements to be imposed on the subject property pursuant to 24 CFR 92.254(a)(5)(ii).

24. Property Standards. The subject property must meet the property standards set forth in 24 CFR 92.251 and the lead-based paint requirements of 92.355.

25. Requests for Disbursement of Funds: The Subrecipient 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.

26. Hold Harmless and Indemnification: To the fullest extent permitted by law, the Subrecipient shall defend, indemnify, and hold harmless the Consortium 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 the work, 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 Subrecipient, any contractor or subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose

Attachment: Signed Subrecipient. Cheek. 2025 (RES-2025-326 : Subrecipient Agreement Between the Town of Amherst & the Town of

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 Consortium or any of their officers, agents or employees by an employee of the Subrecipient, 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 Subrecipient 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 Subrecipient must have an agreement from the private contractor or subcontractor to obtain contractual and General Liability insurance coverage insuring the Subrecipient and the Consortium.

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 Subrecipient.

The Subrecipient has elected to become a self-insurer for liabilities formerly covered by policies of Automobile, General, Police, Public Officials and Excess Umbrella insurance. In lieu of a Certificate of Insurance, the Consortium will accept this self-insurance as evidence of the Subrecipient's intent to pay its legal obligations for meritorious Automobile, General, Police and other uninsured liability claims made against it and the Consortium to the extent provided in the Subrecipient's agreement with the Consortium. Payments for such claims are guaranteed by the full faith and credit of the Subrecipient or its districts, as applicable, and will be paid out of budgeted funds or from funded loss reserves or from the proceeds of bonds the Subrecipient is permitted to issue for the payment of claims.

The Subrecipient agrees to render to the Consortium a Certificates of Self-Insurance within a maximum of ten (10) days after project work activity begins.

27. Records and Reports: The Subrecipient 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 Consortium in order to assist the Consortium in meeting its record keeping requirements.

28. 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 and CDBG 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

Attachment: Signed Subrecipient. Cheek. 2025 (RES-2025-326 : Subrecipient Agreement Between the Town of Amherst & the Town of

the amount stipulated in the 2025 Annual Action Plan as approved by the Amherst Town Board on February 24, 2025.

29. Amendment: This contract may be amended only by written instruments executed by the parties to this Agreement except that Exhibit "A" may be amended to add, delete and/or modify projects and project budgets within the amount of funding allocated for the Subrecipient's projects by notification in writing to the Consortium accompanied by a copy of a resolution approved by the Subrecipient' Board at a duly called meeting authorizing such additions, deletions and/or modifications. Such amendment shall be in conformity with applicable federal requirements.

30. 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.

31. Obligations of the Subrecipient With Respect to Certain Third Party Relationships: The Subrecipient 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 Subrecipient 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 Consortium necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Consortium's and the Town of Amherst's assurances and certifications pursuant to the HOME and Community Development Block Grant Programs.

32. This Agreement shall be null and void in the event of, and on a proportionate basis to, the withdrawal of funds by HUD for the Project. This Agreement shall be executory only to the extent that funds are made available to the Consortium pursuant to the HOME Investment Partnership Act as applied for by the Consortium for purposes of this Agreement.

33. 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

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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.

34. The Subrecipient will include the Section 3 Compliance in contracts funded with HOME or CDBG funds that require the Section 3 Compliance.

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.

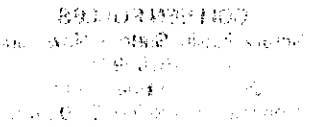
C. If Section 3 hiring is to be completed specifically for this contract the contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' 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.

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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).



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this day and year first above written.

TOWN OF CHEEKTOWAGA

By: _____
Brian Nowak, Supervisor, Town of Cheektowaga

AMHERST HOME CONSORTIUM

By: _____
Brian J. Kulpa, Supervisor, Town of Amherst

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 18 day of March, 2025, before me personally Brian Nowak, to me known, who, being by me duly sworn, did depose and say that he resides in Cheektowaga, New York , that he/she is the Town Supervisor of the Town of Cheektowaga, 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.

Colleen Poules
Notary Public

COLLEEN POULES
Notary Public, State of New York
No. 01PO6392195
Qualified in Erie County
Commission Expires 5-20-2027

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: Signed Subrecipient. Cheek. 2025 (RES-2025-326 : Subrecipient Agreement Between the Town of Amherst & the Town of

EXHIBIT "A"

Project Description & Subrecipient Responsibilities

All HOME-Funded Projects
Subrecipient responsibilities:

- Enter appropriate project set-up and completion information in IDIS.
- Maintain file documentation of required HUD procedures.

Cheektowaga HOME Housing Rehabilitation
Provision of low interest or deferred-payment loans to income-eligible homeowners for necessary housing repairs; HOME program income will supplement 2019 funding.

Subrecipient responsibilities:

- advertise the program
- screen all applicants for eligibility
- provide credit counseling where applicable for financially challenged applicants
- prepare work write-ups for work necessary to correct code violations
- inspect assisted properties for applicable building code standards
- check Debarment List for contractor
- prepare vouchers for payment of contractor
- prepare contracts and agreements
- prepare and record liens and notes/mortgages for complete activity

Cheektowaga HOME Rental Subsidy
Creation of a HOME Rental Subsidy Program to provide a long-term deferred 0% loan towards the construction of new affordable rental housing developments serving LMI seniors, disabled, special populations.

Subrecipient responsibilities:

- request new affordable rental development proposals
- review development proposals against funding criteria
- complete preliminary underwriting reviews
- issue notice to reserve funding to eligible proposals
- complete final underwriting reviews
- conduct NEPA Review
- issue loan commitment letter(s)
- ensure application of relevant HOME regulations
- prepare and oversee loan agreements, notes/mortgages, and deed restrictions
- authorize vouchers for payment
- conduct annual affordability monitoring review of HOME subsidized units

Cheektowaga HOME Acquisition/Rehabilitation CHDO
Acquisition of vacant and/or foreclosed property for rehabilitation/new construction and resale to eligible first-time homebuyer; The Town of Cheektowaga enters into a separate Subrecipient Agreement with the CHDO, University District Community Development Association, Inc. (UCDA) or another CHDO to-be-determined, for purchase and rehabilitation of single-family homes for resale to eligible first-time homebuyers in the Town of Cheektowaga.

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Subrecipient responsibilities:

- advertise the program
- screen all Homebuyer applicants for eligibility
- assist CHDO in preparation of work write-ups for rehabilitation
- inspect assisted properties for applicable building code standards
- ensure application of relevant HOME regulations
- check Debarment List for contractor
- authorize vouchers for payment of contractor
- oversee contracts and agreements
- prepare and record liens and notes/mortgages for complete activity

Cheektowaga First Time Homebuyer Program

Provision of closing cost assistance to income-eligible first-time homebuyers through 0% deferred loans.

Subrecipient responsibilities:

- advertise the program
- screen all applicants for eligibility
- provide suitable counseling for first time homebuyers
- inspect any properties proposed for assistance for Housing Quality Standards (consistent with HUD Section 8 Program requirements)
- prepare appropriate paperwork for estimating closing cost assistance at closing, including any lien agreements or mortgages.

Cheektowaga HOME Administration

HOME funds for the Administration of the HOME program in Cheektowaga for staff hours charged to HOME activities will be available through 10% of FY 2024 HOME Program Income returned from previous HOME activities.

Subrecipient responsibilities:

- maintain timesheets for staff hours charged to HOME activities
- submit timesheets with invoices for HOME administration charges

The Towns of Amherst, Cheektowaga and Tonawanda, as participants in the Amherst HOME Consortium, do certify that the FY 2025 HOME Investment Partnerships Grant funds will be fully committed to qualified HOME projects/activities within 24 months of the HUD award date as per HUD Regulation 24 CFR 92.500(d), which outlines the commitment, Community Housing Development Organization (CHDO) reservation and expenditure requirements for HOME Program funds.

Fifteen days prior to the HOME 24 month compliance deadline, any remaining uncommitted funds will be re-allocated to a viable HOME activity within the Consortium as determined by the Lead Town of the Consortium.

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EXHIBIT "B"

BUDGET & SCHEDULE

BUDGET

HOME Housing Rehabilitation

Loans for eligible single unit homeowners.

No reimbursement to be provided to the subrecipient

HOME Rental Subsidy

Loans to developers of new affordable rental housing developments for seniors;

No reimbursement to be provided to the subrecipient

HOME Acquisition/Rehabilitation/New Construction Program CHDO

Acquisition and rehabilitation/new construction of deteriorated single unit structures for resale to eligible first-time homebuyers;

No reimbursement to be provided to the subrecipient

First Time Homebuyer Assistance

HOME funds to assist first time homebuyers.

No reimbursement to be provided to the subrecipient

HOME Administration

HOME funds allocated for staff hours charged to HOME activities;

10% HOME PI funds allocated to subrecipient

SCHEDULE

HOME Housing Rehabilitation

Task: Advertise, screen applicants, process for eligible assistance, inspect properties, prepare work write-ups, review bids, prepare contracts/agreements, inspect properties for applicable building code standards.
Target Completion Date: March 31, 2026

HOME Rental Subsidy

Task: Establish Town's program policies and procedures and manage RFP process, selection of eligible developments, conduct underwriting and environmental reviews, execute loan agreements with affordability period and required deed restrictions, conduct annual affordability monitoring.
Target Completion Date: March 31, 2026

HOME Acquisition/Rehabilitation/New Construction Program CHDO

Task: Acquire vacant, deteriorated property for the express purpose of rehabilitation and resale to eligible first-time homebuyer; advertise, screen applicants, process for eligible

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assistance, inspect properties, prepare work write-ups, review bids, prepare contracts/agreements, inspect properties for applicable building code standards.
Target Completion Date: March 31, 2026

First Time Homebuyer Assistance

Task: Advertise, screen applicants, process for eligible assistance, inspect properties for Housing Quality Standards.
Target Completion Date: March 31, 2026

HOME Administration

Task: Maintain and submit timesheets for hours or expenses charged to HOME activities;
Target Completion Date: April 1, 2025-Dec 31, 2025; Jan 1, 2026-Mar 31, 2026.

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EXHIBIT "C"
CERTIFICATE OF SELF-INSURANCE

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Attachment: Signed Subrecipient. Cheek. 2025 (RES-2025-326 : Subrecipient Agreement Between the Town of Amherst & the Town of

The
Town of
Cheektowaga

CHEEKTOWAGA TOWN HALL
3301 BROADWAY
CHEEKTOWAGA, NEW YORK 14227
(716) 686-3457
FAX (716) 686-3997

TOWN ATTORNEY

February 14, 2025

Town of Amherst
5583 Main Street
Amherst, New York 14221

RE: 2025 Subrecipient Agreement Between the Town of Amherst and the Town of Cheektowaga for the Use of HOME Funds

Dear Sir/Madam:

Be advised that, on March 24, 1980, the Town of Cheektowaga elected to self-insure and pay compensation benefits to its employees in accordance with the Workers Compensation law of the State of New York. A copy of the letter from the N.Y.S. Workers Compensation Board accepting the Town as a self-insured employer is attached. Payments for such benefits are guaranteed by the full faith and credit of the Town and will be paid out of the budgeted funds or from funded loss reserves or from Excess Workers compensation insurance.

This notice will certify that the Town of Cheektowaga has elected to become a self-insurer for liabilities formerly covered by policies of Automobile, General, Police, Public Officials and Excess Umbrella Liability insurance. A copy of the Town Board resolutions effecting self-insurance are available upon request.

In lieu of a Certificate of Insurance, please accept this notice as evidence of the Town's intent to pay its legal obligations for meritorious Automobile, General, Police and other uninsured liability claims made against it and the **TOWN OF AMHERST, NEW YORK** to the extent provided in the Town's Agreement with you.

Payments for such claims are guaranteed by the full faith and credit of the Town or its districts, as applicable, and will be paid out of budgeted funds or from funded loss reserves or from the proceeds of bonds the Town is permitted to issue for the payment of claims. I trust the above will satisfy your insurance requirements. If you have any questions, please feel free to contact me at your convenience.

Very truly yours,

TOWN OF CHEEKTOWAGA
DEPARTMENT OF LAW

THOMAS E. FOWLER, JR., ESQ.
TOWN ATTORNEY

TEF/mas

Attachment: Signed Subrecipient. Cheek. 2025 (RES-2025-326 : Subrecipient Agreement Between the Town of Amherst & the Town of

Attachment: Signed Subrecipient. Cheek. 2025 (RES-2025-326 : Subrecipient Agreement Between the Town of Amherst & the Town of

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.

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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:

Town of Cheektowaga
Print Name of Company

By: _____
Signature

Brian Nowak, Supervisor
Printed name

Date: 3/18/2025

Agreed to and Accepted by:

Town of Amherst
Print Name of Company

By: _____
Signature

Brian J. Kulpa, Supervisor
Printed Name

Date: _____

Attachment: Signed Subrecipient. Cheek. 2025 (RES-2025-326 : Subrecipient Agreement Between the Town of Amherst & the Town of

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30231 **RESOLUTION 2025-327** **ADOPTED**

To Authorize the Town Supervisor to Enter into a Subrecipient Agreement with the Town of Tonawanda for the Management of Activities Funded through the HOME Investment Partnership Program CRS #5379

WHEREAS, the Town acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the U.S. Department of Housing and Urban Development requires that the Town execute annual Subrecipient Agreements with the other member towns to include a precise description of the allocation of responsibilities for managing projects utilizing HOME funds;

NOW, THEREFORE, BE IT RESOLVED, that subject to the satisfactory completion of the contract routing process, the Town Board of the Town of Amherst authorizes the Supervisor to enter into a Subrecipient Agreement with the Town of Tonawanda for the 2025-26 Community Development program year.

3/24/2025
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, P
Planning Direc
Daniel J. Ulatowski P
Assistant Planning I or

March 17, 2025

Agenda of March 24, 2025

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

Subject: Subrecipient Agreement with the Town of Tonawanda HOME Investment Partnership Program for 2025-26 Program Year

Honorable Board Members:

The Town acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium in order for the three towns to qualify for direct funding under the HOME Investment Partnership (HOME) Program. In this capacity, the Town is responsible for administrative oversight in the management of the HOME grant.

The U.S. Department of Housing & Urban Development requires that the Town execute formal "Subrecipient Agreements" with each of the other towns in order to delegate responsibilities for the day-to-day management of the HOME program activities to the individual towns.

Attached for your consideration is a resolution authorizing the Town Supervisor to sign a Subrecipient Agreement with the Town of Tonawanda.

Sincerely,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\ACT CONSORTIUM\HOME Consortium Agreement\3twn Subrecipient Agreemt\2025-26\TB_Subrecipient_ ltr _ Tonawanda_2025.docx

Attachment: tb ton-031920251152 49 (RES-2025-327 : Subrecipient Agreement Between the Town of Amherst and the Town of Tonawanda)

SUBRECIPIENT AGREEMENT

BETWEEN THE TOWN OF AMHERST AND THE TOWN OF TONAWANDA FOR THE USE OF HOME FUNDS

THIS AGREEMENT, entered into as of the _____day of _____, 2025, between the Town of Amherst, a municipal corporation of the State of New York acting as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium, having an office located at 5583 Main Street, Williamsville, New York 14221, (hereinafter referred to as the "Consortium"), and the Town of Tonawanda, a municipal corporation of the State of New York, having an office located at 2919 Delaware Avenue, Kenmore, New York 14217 (hereinafter referred to as "the Subrecipient").

WITNESSETH

WHEREAS, the Consortium receives an Entitlement HOME Investment Partnership Grant (herein referred to as the Grant) from the Department of Housing and Urban Development (herein referred to as HUD) for use in the Towns of Amherst, Cheektowaga and Tonawanda; and,

WHEREAS, rules and regulations of HUD which govern the Grant require the lead community to contract with any other entities managing activities utilizing HOME funds; and,

WHEREAS, the Subrecipient has adequate capacity to administer housing and community development activities within its jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. EXHIBITS INCORPORATED.
   The following exhibits are attached to this Agreement and made a part hereof.
   a. Exhibit "A" - Subrecipient Responsibilities
   b. Exhibit "B" - Budget & Schedule
   c. Exhibit "C" - Certificate of Self-Insurance (Sub-recipient)
   d. Contract Addendum

2. Time of Performance: The services of the Subrecipient shall begin April 1, 2025 and end March 31, 2026, or until any activities undertaken by the Subrecipient under this contract are reported in the HUD IDIS as completed.

3. Compensation for Services: The Consortium shall verify that it has HOME funds available to cover the anticipated costs associated with any project included in the Annual Plan submitted to the U.S. Department of Housing and Urban Development covering the use of HOME funds. This Subrecipient Agreement provides no monetary compensation to the Subrecipient for activities it undertakes to advance any HOME funded projects within its jurisdiction.

4. Method of Payment: All payments for HOME-funded activities within the Subrecipient's jurisdiction will be made to the Consortium's Community Housing Development Organization (CHDO), or New Opportunities Community Housing Development Corp. and will be covered under a separate contract with that agency by the Consortium.

Attachment: Signed Subrecipient.Tona-2025 (RES-2025-327 : Subrecipient Agreement Between the Town of Amherst and the Town of

5. Termination of Contract for Cause: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Consortium shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Subrecipient under this Agreement, shall, at the option of the Consortium, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

6. Termination for Convenience of Consortium: The Consortium may terminate this Agreement at any time by giving written notice to the Subrecipient of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in this Agreement, shall at the option of the Consortium, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. Remedies for Non-Compliance: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Consortium 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.

8. Equal Employment Opportunity: The Subrecipient 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 Subrecipient 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, handicap, familial status, national origin 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 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 Subrecipient 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 Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap, familial status, national origin or because he or she is a disabled veteran or veteran of the

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Vietnam era. The Subrecipient 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 Subrecipient shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Consortium may reasonably require for purposes of demonstrating compliance with this Section 8.

The Subrecipient agrees to comply with such rules, regulations, or guidelines as the Consortium may issue to implement these requirements.

9. Interest of Members: No officer, member, or employee of the Subrecipient, and no member of the governing body of the Consortium who exercises any functions or responsibilities in the review or approval of the undertaking of the Project, 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 Subrecipient) in which he is, directly or indirectly interested or has any personal or pecuniary interest, direct or indirect.

10. Assignability: The Subrecipient 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 Consortium thereto: Provided however, that claims for money due or to become due to the Subrecipient from the Consortium 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 Consortium.

11. Interest of the Subrecipient. The Subrecipient 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 Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.

12. Findings Confidential: Any reports, information, data, etc., given to or prepared or assembled by the Subrecipient under this Agreement which the Consortium requests to be kept confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the Consortium, except as may be required by law or by order of a court or governmental agency with appropriate jurisdiction.

13. Officials Not to Benefit: No members of or Delegates to the Congress of the United States of America or Consortium 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.

14. Conflict of Interest: No person who is an employee, agent, consultant, officer or elected official or appointed official of the Consortium or the Subrecipient 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

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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.

15. 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 Consortium 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.

16. Audits and Inspections: At any time during normal business hours and as often as the Consortium may deem necessary, there shall be made available to the Consortium for examination all of the Subrecipient's records with respect to all matters covered by this Agreement and the Subrecipient will permit the Consortium 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. The Consortium shall commission an audit of the HOME award to be performed either on an annual or fiscal year basis as is appropriate in accordance with 24 CFR parts 44 and 45, as applicable.

17. Refusal to Testify, Grounds for Cancellation, Disqualification: Upon refusal by the Subrecipient, or if the Subrecipient is a firm, partnership, or corporation, upon refusal of a person who is a member, partner, director, or officer of the Subrecipient 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 Subrecipient, 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 Consortium for goods, work or services for a period of five (5) years and this Agreement at the option of the Consortium 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.

18. Program Income: Program income, if any, received by the Subrecipient will be returned to the Consortium. Proceeds from the sale of the houses shall be returned to the Consortium.

19. Reversion of Assets: Upon the expiration of the Agreement the Subrecipient agrees to transfer to the Consortium any HOME funds on hand at the time of expiration and any accounts receivable attributed to the use of HOME funds.

20. Private Contractors: The Subrecipient 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 92.504 and 92.505 of the HOME Regulations and applicable CDBG regulations regarding the letting of private contracts.

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21. Federal and State Requirements: The Subrecipient agrees to abide by all present and future applicable New York State and Federal Government requirements in carrying out the activity described in Exhibit "A" attached hereto and made a part hereof. The Subrecipient 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.

22. Other Federal Program Requirements: The Subrecipient 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.

23. Affordability: Projects assisted with HOME funds must meet the affordability requirements of federal regulations at 24 CFR 92.254 and must require repayment of the funds if the project does not meet the affordability requirements for the time period specified in said regulations. Contracts of sale for any properties utilizing HOME funds to an income-eligible homebuyer must set forth the recapture requirements to be imposed on the subject property pursuant to 24 CFR 92.254(a)(5)(ii).

24. Property Standards. The subject property must meet the property standards set forth in 24 CFR 92.251 and the lead-based paint requirements of 92.355.

25. Requests for Disbursement of Funds: The Subrecipient may not request disbursement of any HOME funds under this Subrecipient Agreement.

26. Hold Harmless and Indemnification: To the fullest extent permitted by law, the Subrecipient shall defend, indemnify, and hold harmless the Consortium 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 the work, 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 Subrecipient, 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 Consortium or any of their officers, agents or employees by an employee of the Subrecipient, 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 Subrecipient 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 Subrecipient must have an agreement from the private contractor or subcontractor to obtain contractual and General Liability insurance coverage insuring the Subrecipient and the Consortium.

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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 Subrecipient.

The Subrecipient has elected to become a self-insurer for liabilities formerly covered by policies of Automobile, General, Police, Public Officials and Excess Umbrella insurance. In lieu of a Certificate of Insurance, the Consortium will accept this self-insurance as evidence of the Subrecipient's intent to pay its legal obligations for meritorious Automobile, General, Police and other uninsured liability claims made against it and the Consortium to the extent provided in the Subrecipient's agreement with the Consortium. Payments for such claims are guaranteed by the full faith and credit of the Subrecipient or its districts, as applicable, and will be paid out of budgeted funds or from funded loss reserves or from the proceeds of bonds the Subrecipient is permitted to issue for the payment of claims.

The Subrecipient agrees to render to the Consortium Certificates of Self-Insurance within a maximum of ten (10) days after project work activity begins.

27. Records and Reports: The Subrecipient 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 Consortium in order to assist the Consortium in meeting its record keeping requirements.

28. 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 and CDBG 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 2025 Annual Action Plan as approved by the Amherst Town Board on February 24, 2025.

29. Amendment: This contract may be amended only by written instruments executed by the parties to this Agreement except that Exhibit "A" may be amended to add, delete and/or modify projects and project budgets within the amount of funding allocated for the Subrecipient's projects by notification in writing to the Consortium accompanied by a copy of a resolution approved by the Subrecipient' Board at a duly called meeting authorizing such additions, deletions and/or modifications. Such amendment shall be in conformity with applicable federal requirements.

30. 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.

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31. Obligations of the Subrecipient With Respect to Certain Third Party Relationships: The Subrecipient shall remain fully obligated under the provisions of this Agreement not withstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. The Subrecipient 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 Consortium necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Consortium's and the Town of Amherst's assurances and certifications pursuant to the HOME and Community Development Block Grant Programs.

32. This Agreement shall be null and void in the event of, and on a proportionate basis to, the withdrawal of funds by HUD for the Project. This Agreement shall be executory only to the extent that funds are made available to the Consortium pursuant to the HOME Investment Partnership Act as applied for by the Consortium for purposes of this Agreement.

33. 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.

34. The Subrecipient will include the Section 3 Compliance in contracts funded with HOME or CDBG funds that require the Section 3 Compliance.

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.

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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).

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

TOWN OF TONAWANDA

By:_____
Joseph H. Emminger, Supervisor, Town of Tonawanda

AMHERST HOME CONSORTIUM

By:_____
Brian J. Kulpa, Supervisor, Town of Amherst

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 25th day of February, 2025, before me personally Joseph H. Emminger, to me known, who, being by me duly sworn, did depose and say that he/she resides in Tonawanda, New York , that he/she is the Town Supervisor of the Town of Tonawanda, 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/her name thereto by like order.

Notary Public

JEANNE M. STEWART
No. 01ST6344073
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 06/27/20 28

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/she signed his/her name thereto by like order.

_____
Notary Public

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EXHIBIT "A"

Project Description & Subrecipient Responsibilities

All HOME-Funded Projects

Subrecipient responsibilities:

- Enter appropriate project set-up and completion information in IDIS
- Maintain file documentation of required HUD procedures

Acquisition/New Construction/Rehabilitation Program

Acquisition of single-family home which is for sale on the open market or foreclosed using prior year program income and FY 2025 HOME funds. The home will be constructed on Town owned vacant land and sold to income-eligible first-time homebuyers.

Subrecipient responsibilities:

- The Town of Tonawanda enters into a separate Subrecipient Agreement with a developer or CHDO, for new construction or rehabilitation of a single-family home for first-time homebuyers in the Town of Tonawanda.
- advertise the program
- screen all Homebuyer applicants for eligibility
- provide suitable counseling for first time homebuyer applicants
- inspect properties for applicable building code standards
- ensure application of relevant HOME regulations
- oversee contracts and agreements
- provide and record liens and notes/mortgages

Town-wide Residential Rehabilitation-Single Unit Program

Provision of deferred-payment loans to income-eligible homeowners.
HOME program income will supplement FY 2025 HOME funds.

Subrecipient responsibilities:

- advertise the program
- screen all applicants for eligibility
- provide credit counseling where applicable for financially challenged applicants
- prepare work write-ups for work necessary to correct code violations
- inspect properties for applicable building code standards
- ensure application of relevant HOME regulations

Tonawanda HOME Rental Subsidy

Creation of a HOME Rental Subsidy Program to provide a long-term deferred 1% loan towards the construction of new affordable rental housing developments serving LMI seniors, disabled, special populations.

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Subrecipient responsibilities:

- request new affordable rental development proposals
- review development proposals against funding criteria
- complete preliminary underwriting reviews
- issue notice to reserve funding to eligible proposals
- complete final underwriting reviews
- conduct NEPA Review
- issue loan commitment letter(s)
- ensure application of relevant HOME regulations
- prepare and oversee loan agreements, notes/mortgages, and deed restrictions
- authorize vouchers for payment
- conduct annual affordability monitoring review of HOME subsidized units
- Tonawanda HOME Administration

HOME funds allocated to the Administration of the HOME program in Tonawanda for staff hours charged to HOME activities will be available through 10% of the FY 2025 HOME Program Income returned from previous HOME activities.

Subrecipient responsibilities:

- maintain timesheets for staff hours charged to HOME activities
- submit timesheets with invoices for HOME administration charges

The Towns of Amherst, Cheektowaga and Tonawanda, as participants in the Amherst HOME Consortium, do certify that the FY 2025 HOME Investment Partnerships Grant funds will be fully committed to qualified HOME projects/activities within 24 months of the HUD award date as per HUD Regulation 24 CFR 92.500(d), which outlines the commitment, Community Housing Development Organization (CHDO) reservation and expenditure requirements for HOME Program funds.

Fifteen days prior to the HOME 24 month compliance deadline, any remaining uncommitted funds will be re-allocated to a viable HOME activity within the Consortium as determined by the Lead Town of the Consortium.

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EXHIBIT "B"
BUDGET & SCHEDULE

BUDGET

(A) **Acquisition-New Construction-Rehabilitation– First-Time Homebuyer Program:**
HOME funding for new construction of single-unit housing for purchasers in the first-time homebuyer program.

No reimbursement to be provided to subrecipient.

(B) **Residential Rehabilitation – Single Unit:**
HOME funding for rehabilitation of owner-occupied single-unit housing.

No reimbursement to be provided to subrecipient.

(C) **Tonawanda HOME Program Administration**
HOME funds allocated for staff hours charged to HOME activities

10% PI allocated to subrecipient

(D) **Tonawanda HOME Rental Subsidy**
Creation of a HOME Rental Subsidy Program to provide a long-term deferred 1% loan towards the construction of new affordable rental housing developments serving LMI seniors, disabled, special populations.

No reimbursement to be provided to subrecipient.

SCHEDULE

Residential Rehabilitation – Single Unit:

Task:

- Screen applicants for program and income eligibility;
- Preparation of specifications, mitigate lead-based paint, and inspect properties to ensure compliance with appropriate building codes.

Target Completion Date: March 31, 2026

Tonawanda HOME Rental Subsidy

Task:

- Creation of a HOME Rental Subsidy Program to provide a long-term deferred 1% loan towards the construction of new affordable rental housing developments serving LMI seniors, disabled, special populations.

Target Completion Date: March 31, 2026

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Acquisition-New Construction-Rehabilitation–First-Time Homebuyer Program:

Task:

- Acquire or secure property (if available) for the express purpose of new construction for resale to eligible first-time homebuyer;
- Screen applicants for program and income eligibility;
- Preparation of specifications, mitigate lead-based paint, and inspect properties to ensure compliance with appropriate building codes.

Target Completion Date: March 31, 2026

Tonawanda HOME Program Administration

Task: Maintain timesheets for staff hours charged to HOME activities.
Target Completion Date: April 1, 2025-Dec 31, 20254; Jan 1, 2026-March 31, 2026

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EXHIBIT "C"
CERTIFICATE OF SELF-INSURANCE

Attachment: Signed Subrecipient.Tona-2025 (RES-2025-327 : Subrecipient Agreement Between the Town of Amherst and the Town of

Office of the Clerk
Marguerite Greco

TOWN OF TONAWANDA

Self-Insurance Notice

This Notice will certify that, due to the unavailability or excessive cost of certain insurances as of September 15, 1985, the Town of Tonawanda has elected to become a self-insurer for liabilities formerly covered under policies of Automobile, Comprehensive General, Police Professional Liability and Workman's Compensation insurance.

In lieu of a Certificate of Insurance, please accept this Notice as evidence of the Town's intent to pay its legal obligations for meritorious Automobile, General, Police Professional Liability and Workman's Compensation claims made against it.

Payments for loss will be guaranteed by the full faith and credit of the Town or its districts, as applicable, and will be paid out of current budgeted funds or, if insufficient, from funded loss reserves or from the proceeds of Bonds which current laws permit the Town to issue to pay claims against it.

Marguerite Greco

Marguerite Greco, Town Clerk
Town of Tonawanda

January 1, 2025 Through December 31, 2025

2919 Delaware Ave., Municipal Building Room 14, Kenmore, New York 14217-2308
Phone: (716) 877-8800 • Fax: (716) 877-0578 • Internet: http://www.tonawanda.ny.us/townclerk

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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 or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any

Attachment: Signed Subrecipient.Tona-2025 (RES-2025-327 : Subrecipient Agreement Between the Town of Amherst and the Town of

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:

Town of Tonawanda
Print Name of Company

By: _____
Signature

Joseph H. Emminger, Supervisor
Printed name

Date: 2-25-25

Agreed to and Accepted by:

Town of Amherst
Print Name of Company

By: _____
Signature

Brian J. Kulpa, Supervisor
Printed name

Date: _____

Attachment: Signed Subrecipient.Tona-2025 (RES-2025-327 : Subrecipient Agreement Between the Town of Amherst and the Town of

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30203 **RESOLUTION 2025-328** **ADOPTED**

Eaton Office Supplies, Co., Inc. Purchase of Office Furniture (CRS #5391)

TOWN BOARD AGENDA ITEM: MARCH 24, 2025

TO: **Town Board**

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

RE: **Eaton Office Supplies, Co., Inc.**
Purchase of Office Furniture (CRS #5391)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and Eaton Office Supplies Co., Inc. (CRS#5391) with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 24, 2025)**

3/24/2025
Consent

FINANCIAL IMPACT:

A 3120 .2100: $1,768.62

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

TOA 435-8669

EATON OFFICE SUPPLY CO INC
180 JOHN GLENN DR
AMHERST, NY 14228-2228

Quote Name:	Town of Amherst Police Conference Table	**Quote Number:**	SQGHI006123-1
Created By:	Randy Hutton	**Created Date:**	3/6/2025
Comments:		**Last Modified Date:**	3/6/2025
		Total Units:	5

Customer / Contact Information	**Shipping Information**
Town of Amherst	Same as Bill-to

Pricing: HON NYS Contract Pricing - PC70286

Line #	Qty	Tags	Item			To
001	1		HTLB42168.GC.G1.C PRESIDE 42X168 BOAT TOP - 2-PIECE	Sell Price	$740.39	$740.
		EDGE:	2mm Edgeband--Harvest			
		GROMMET:	Cut Out For Pop Up Port			
		LAMTOP:	Grd L1 Standard Laminates			
		LAMTOP_Selection:	Harvest			

Line #	Qty	Tags	Item			To
002	1		HTLP168.C PRESIDE LAMINATE PANEL BASE FOR 168W TABLE TOPS	Sell Price	$469.77	$469.
		LAMINATE:	Grd L1 Standard Laminates			
		LAMINATE_Selection:	Harvest			

Line #	Qty	Tags	Item			To
003	2		HTG1PWR-3P-1B.BLK MHOB G1 POPUP PORT-3 AC PWR-1 BLANK-10 CORD	Sell Price	$204.23	$408.
		PAINT:	Black			

Line #	Qty	Tags	Item			To
004	1		Optional Inside Delivery & Set-up	Sell Price	$150.00	$150.

Total Sell Price: $1,768.

Submitted By: Thomas O'Leary

Accepted By:

Date:

Attachment: Contract for CRS Routing 3.24.2025 (RES-2025-328 : Purchase of Office Furniture Eatons Office Supplies (CRS# 5391))

Addendum to Contract Minor 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

(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.

Attachment: Contract for CRS Routing 3.24.2025 (RES-2025-328 : Purchase of Office Furniture Eatons Office Supplies (CRS# 5391))

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: Contract for CRS Routing 3.24.2025 (RES-2025-328 : Purchase of Office Furniture Eatons Office Supplies (CRS# 5391))

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:

Eaton Office Supply
Print Name of Company

By: Kristine McMahon
Signature

Kristine McMahon
Printed name

Date: 3/18/25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Contract for CRS Routing 3.24.2025 (RES-2025-328 : Purchase of Office Furniture Eatons Office Supplies (CRS# 5391))

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: Eaton Office Supply

Signature: Kristine McMahon

Print Name: Kristine McMahon

Title: Controller

Date: 3/18/25

Sworn To Before Me This

_____ Day of _____, 20___

_____

Notary Public

Attachment: Contract for CRS Routing 3.24.2025 (RES-2025-328 : Purchase of Office Furniture Eatons Office Supplies (CRS# 5391))

EATOOFF-03

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2024

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: Tania Lanza PHONE (A/C, No, Ext): (716) 849-1546 1546 FAX (A/C, No): (716) 849-8291 E-MAIL ADDRESS: tlanza@lawleyinsurance.com
INSURED Eaton Office Supply Co., Inc. 180 John Glenn Drive Amherst, NY 14228	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Republic Franklin Insurance Company — 12475 INSURER B : Utica National Ins of OH — 13998 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 [ ] PRO-JECT [X] LOC OTHER:	X		5640629	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,0 $ 100,0 $ 10,0 $ 1,000,0 $ 2,000,0 $ 2,000,0
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X		5640631	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,0 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			5641142	5/1/2024	5/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,0 $ 10,000,0
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: Contract for CRS Routing 3.24.2025 (RES-2025-328 : Purchase of Office Furniture Eatons Office Supplies (CRS# 5391))

NEW YORK STATE Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only)	1b. Business Telephone Number of Insured
Eaton Office Supply Co; Inc 180 John Glenn Dr Amherst, NY 14228	(716) 691-6100 **1c. NYS Unemployment Insurance Employer Registration Number of Insured**
Work Location of Insured *(Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)*	**1d. Federal Employer Indentification Number of Insured or Social Security Number** 16-0417340
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	**3a.Name of Insurance Carrier**
Town of Amherst 5583 Main St Williamsville, NY 14221	Hartford Insurance Group **3b. Policy Number of entity listed in box "1a":** 01WBBM3MLV **3c. Policy effective period:** 01/01/2025 - 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' compensatio 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 th 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: _____ 12/20/24
(Signature) (Date)

Title: **Managing Partner**

Telephone Number of authorized representative or licensed agent of insurance carrier: CarrierPhone

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.

Attachment: Contract for CRS Routing 3.24.2025 (RES-2025-328 : Purchase of Office Furniture Eatons Office Supplies (CRS# 5391))

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-17) REVERSE

Attachment: Contract for CRS Routing 3.24.2025 (RES-2025-328 : Purchase of Office Furniture Eatons Office Supplies (CRS# 5391))

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) EATON OFFICE SUPPLY CO., INC 180 JOHN GLENN DRIVE BUFFALO, NY 14228 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)* NEW YORK	1b. Business Telephone Number of Insured 716-691-6100 1c. Federal Employer Identification Number of Insured or Social Security Number 16-0417340
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 Guardian Life Insurance Company of America** 3b. Policy Number of Entity Listed in Box 1a 00385057 3c. Policy Effective Period 07/01/2024 to 07/01/2025

4. Policy provides the following benefits:
   - [x] A. Both disability and Paid Family Leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid Family Leave benefits only.
5. Policy covers:
   - [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 07/17/2024 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Michael Prestileo, Head of Group Benefits Strategy, Product & Underwriting

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Contract for CRS Routing 3.24.2025 (RES-2025-328 : Purchase of Office Furniture Eatons Office Supplies (CRS# 5391))

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 30226 **RESOLUTION 2025-329** **ADOPTED**

State of New York Contract for Grants- NYS Department of Health CRS #5383

We respectfully request Town Board permission to authorize the Supervisor to approve the contract between the Town of Amherst (Senior Services) and the State of New York Department of Health.

3/24/2025
Consent

FINANCIAL IMPACT:

$10,000.00

A 6772-03089

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

SFY 2023-2024 LEGISLATIVE INITIATIVE FORM

Legal Name, Address, and Telephone Number:

TOWN OF AMHERST
5583 MAIN STREET
AMHERST, NY 14221
(716) 631-7000

Project Title:

PARKINSON'S BOXING PROGRAM

Amount of Legislative Initiatives Funded for SFY 2023-2024:

$10,000

Purpose of Project:

FUNDS WILL BE USED TO PROVIDE A THERAPEUDIC PARKINSON'S BOXING PROGRAM AS WELL AS TO SUPPORT BALANCE AND FALL PREVENTION PROGRAM. FUNDS WILL ALSO BE USED TO PURCHASE THE EQUIPMENT TO ENHANCE THESE PROGRAMS.

Project Director:

MARY DIANA POULI
MPOULI@AMHERST.NY.US

Name of Administering State Agency:

DEPARTMENT OF HEALTH

Attachment: Legislative Grant-03112025153037 (RES-2025-329 : State of New York Contract for Grants- NYS Department of Health)

STATE OF NEW YORK LETTER OF AGREEMENT

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 applicable State Agency ("State Agency") and the public or private entity ("Recipient" and, together with the State, the "Parties") hereby supplements the purchase order ("Purchase Order" and, together with this Letter Agreement, the "Purchase Order Agreements") attached hereto and entered into by and between the Parties listed thereto.

STANDARD TERMS AND CONDITIONS

A. Executory Clause: The State shall have no liability under either Purchase Order Agreement to the Recipient, or to anyone else, beyond funds appropriated and available for the Purchase Order Agreements.

B. Performance: The Recipient shall perform all services or work, as applicable, and comply with all provisions of the Purchase Order Agreements 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 Letter of Agreement, the Purchase Order, 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 Purchase Order Agreements shall not exceed the amount specified on the Purchase Order.

D. Term: The term of the Purchase Order Agreements shall be specified on the Purchase Order, 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 Purchase Order Agreements, 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 Purchase Order Agreements. 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 Purchase Order Agreements. 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 Purchase Order Agreements.

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: Legislative Grant-03112025153037 (RES-2025-329 : State of New York Contract for Grants- NYS Department of Health)

purposes of set-off, any moneys due to the Recipient under the Purchase Order Agreements up to any amounts due and owing to the State with regard to the Purchase Order Agreements, any other agreement with any State department or agency, including any agreement for a term commencing prior to the term of the Purchase Order Agreements, 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 Purchase Order Agreements. 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 Purchase Order Agreements, 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 Purchase Order Agreements 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 Purchase Order Agreements, 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 Purchase Order Agreements concern 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 Purchase Order Agreements were 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

Attachment: Legislative Grant-03112025153037 (RES-2025-329 : State of New York Contract for Grants- NYS Department of Health)

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 Purchase Order Agreements may be terminated at any time upon mutual written consent of the State and the Recipient.

2. Cause: The State may terminate the Purchase Order Agreements immediately, upon written notice of termination to the Recipient, if the Recipient fails to comply with any of the terms and conditions of either Purchase Order Agreement and/or with any laws, rules, regulations, policies, or procedures that are applicable to either Purchase Order 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 Purchase Order Agreements 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 Purchase Order Agreements 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 Purchase Order Agreements or fails to pay the full amount of the allocation for the operation of one or more programs funded under the Purchase Order Agreements, the State Agency, may at its discretion, terminate or reduce the Purchase Order Agreements, 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 Purchase Order Agreements, 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 Purchase Order Agreements. 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 Purchase Order Agreements immediately upon the occurrence of a "force majeure." For purposes of the Purchase Order Agreements, "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: Legislative Grant-03112025153037 (RES-2025-329 : State of New York Contract for Grants- NYS Department of Health)

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 Purchase Order Agreements. In no event shall the State be liable for expenses and obligations arising from the requirements the Purchase Order Agreements 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: Legislative Grant-03112025153037 (RES-2025-329 : State of New York Contract for Grants- NYS Department of Health)

2. The Recipient shall immediately notify in writing the program manager assigned to the Purchase Order Agreements 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 Purchase Order Agreements, 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 Purchase Order Agreements.

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 Purchase Order Agreements, 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 Purchase Order Agreements 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 Purchase Order Agreements 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: Legislative Grant-03112025153037 (RES-2025-329 : State of New York Contract for Grants- NYS Department of Health)

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 Purchase Order Agreements and the Recipient agrees to use best efforts to provide copies of any manuscripts arising from Recipient's performance under the Purchase Order Agreements, 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 Purchase Order Agreements (but are not deliverable under the Purchase Order Agreements), 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 in Section 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 Purchase Order Agreements, 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 Purchase Order Agreements any subrecipient that is identified on the Prohibited Entities List. The Recipient agrees that should it seek to renew or extend the Purchase Order Agreements, it must provide the same certification at the time the Purchase Order Agreements are renewed or extended. The Recipient also agrees that any proposed assignee of the Purchase Order Agreements shall be required to certify that it is not on the Prohibited Entities List before the Purchase Order Agreements 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

Attachment: Legislative Grant-03112025153037 (RES-2025-329 : State of New York Contract for Grants- NYS Department of Health)

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 an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of the Purchase Order Agreements, 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 Purchase Order Agreements 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 Purchase Order Agreements shall attempt in good faith to reform the Purchase Order Agreements 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 Purchase Order Agreements shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

Attachment: Legislative Grant-03112025153037 (RES-2025-329 : State of New York Contract for Grants- NYS Department of Health)

Purchase Order

Department of Health
Corning Tower, Room 2748
Empire State Plaza
Albany NY 12237
United States

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
DOH01-T41779GM	02/28/2025		1

Payment Terms	Freight Terms	Ship Via
Net 30	FOB Destination	Common Carrier

Buyer	Phone/Email	Currency
SALVIO,KELLY	kelly.salvio@health.ny.gov	USD

Supplier: 1000003949
AMHERST TOWN OF
5583 MAIN ST
WILLIAMSVILLE NY 14221

NYS Location Name: LOC02
NYS Location Description: WC Special Funds

Ship To: Department of Health
Corning Tower, Room 2748
Empire State Plaza
Albany NY 12237
United States

Phone: 5184731477 **Extension:**
Attention: Not Specified **Routing ID:**
Bill To: AccountsPayable@ogs.ny.gov or
Building 5, 5th Floor
1220 Washington Ave
Albany NY 12226-1900
United States

Tax Exempt? Y **Tax Exempt ID:** NYS Exempt **Replenishment Option:** Standard

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	OALTC - T41779GM - 23/24 CPHP LAO		1.00 EA	10,000.00000	10,000.00000	03/30/202
	Conversion Rate: 1.00					

Item Total 10,000.00000

Total PO Amount 10,000.00000

Authorized Electronically

Attachment: Legislative Grant-03112025153037 (RES-2025-329 : State of New York Contract for Grants- NYS Department of Health)

Purchase Order

Department of Health
Corning Tower, Room 2748
Empire State Plaza
Albany NY 12237
United States

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
DOH01-T41779GM	02/28/2025		2

Payment Terms	Freight Terms	Ship Via
Net 30	FOB Destination	Common Carrier

Buyer	Phone/Email	Currency
SALVIO,KELLY	kelly.salvio@health.ny.gov	USD

Supplier: 1000003949
AMHERST TOWN OF
5583 MAIN ST
WILLIAMSVILLE NY 14221

NYS Location Name: LOC02
NYS Location Description: WC Special Funds

Ship To: Department of Health
Corning Tower, Room 2748
Empire State Plaza
Albany NY 12237
United States

Phone: 5184731477 **Extension:**
Attention: Not Specified **Routing ID:**
Bill To: AccountsPayable@ogs.ny.gov or
Building 5, 5th Floor
1220 Washington Ave
Albany NY 12226-1900
United States

Tax Exempt? Y **Tax Exempt ID:** NYS Exempt **Replenishment Option:** Standard

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date

NOTICE TO VENDORS:
By accepting this Purchase Order, the vendor acknowledges and agrees to the terms of the Purchase Order, any documents referenced herein or attached hereto, and Appendix A (Standard Clauses for New York State Contracts). A copy of Appendix A is

available at https://ogs.ny.gov/system/files/documents/2023/06/appendix-a-june-2023.pdf.
All Purchase Orders from New York State agencies are exempt from certain federal taxes and New York State and local sales taxes pursuant to Articles 28 and 29 of the New York State Tax Law. All such Purchase Orders must be accepted in lieu of tax-exempt certificates. Taxes from which the State is exempt shall not be included when submitting invoices.
All invoices or State of New York "Claim for Payment" forms (AC 3253-S) submitted for payment must include the vendor's NYS Vendor Identification Number and must include a reference to the Purchase Order number that the invoice or claim is charged against. Failure to include these numbers may delay payment.
If the Purchase Order is issued pursuant to an existing contract between the vendor and the State agency ("State Contract"), the Purchase Order shall be governed by the terms and conditions of the State Contract.
If the Purchase Order is not issued pursuant to a State Contract, the purchase is subject to terms of Appendix A (Standard Clauses for New York State Contracts), the Purchase Order, any documents referenced therein or attached thereto. Any conflict

between the Purchase Order, any documents referenced therein or attached thereto, and Appendix A shall be resolved in the following order of precedence:
1. Appendix A, Standard Clauses for New York State Contracts
2. Purchase Order Document
3. Any documents referenced in the Purchase Order or attached thereto in the following order:
a. Agency specific standard clauses
b. Agency solicitation document or specifications
c. Vendor's offer/proposal
New York State is an Equal Employment Opportunity/Affirmative Action Employer.
SHIPPING INSTRUCTIONS:
1. Delivered goods must be identical to samples furnished with proposals.
2. An invoice must be sent to the "Bill To" address shown on the front of this Purchase Order. For information on New York State invoice requirements, please refer to https://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XII/4/F.htm.
3. New York State is not liable for overshipments, which will be returned at vendor's expense.
4. Unless otherwise specified, all shipments are FOB Destination.
SUMMARY OF PROMPT PAYMENT PROVISIONS:
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. Interest will only be paid when it is $10 or more per invoice and when payment is made directly by the State rather than through an intermediary organization, such as Trustee for Certificates of Participation, issued pursuant to Article 5-A of the State Finance Law.
ELECTRONIC TRANSACTIONS:
Payments made pursuant to this purchase order shall be made electronically. Vendors are also encouraged to receive Purchase Orders and submit invoices electronically. To activate these features, enter the required information into your account in the Vendor Self-Service Portal at esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For help accessing your account, contact the SFS Helpdesk at helpdesk@sfs.ny.gov.

Authorized Electronically

Attachment: Legislative Grant-03112025153037 (RES-2025-329 : State of New York Contract for Grants- NYS Department of Health)

Back-Up Documentation Template & Instructions

NON PERSONAL EXPENSE DETAIL

NYSDOH
Project Name
Contractor/Subcontractor Name (Please indicate if subcontractor)
Contract Number: *C-XXXXXX*

Budget Statement and Report of Expenditures
Claim Period: MM/YY – MM/YY

Non Personal Service – *Approved Category of Expense – Line Item*

Attention: Please list all the invoices associated for the expenses

Line Item	Supplier/Vendor	Invoice Number	Date of Invoice	Total Invoice Cost	Amount Charged to Grant

Instructions:

- **This form needs to be completed for each Non Personal Service Approved Category Expense.**
- **An invoice or receipt must be submitted with the voucher for any specific expense in the line detail.**

Attachment: Legislative Grant-03112025153037 (RES-2025-329 : State of New York Contract for Grants- NYS Department of Health)

AC3253-S (Effective 1/12)

State of New York

CLAIM FOR PAYMENT

Vendor Information

Vendor Name	Vendor Identification Number		
Address	City	State	Zip Code
	Invoice Number		

Purchase Order No. and Date	Description of Materials/Service	Quantity	Unit	Price	Amount
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0

Vendor Certification

I certify that the above bill is just, true and correct; that no part thereof has been paid except as stated and that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.

Vendor's Signature in Ink _____ Title _____

Date _____ Name of Company _____

Total	0.0(
Discount %	
Net	0.0(

NYS Agency Information

Vendor Identification Number	Vendor Location ID		Vendor Address Sequence	
Voucher ID	Business Unit Name	Bus. Unit	Interest Eligible (Y/N)	Contract ID
Payment Date (MM) (DD) (YY)	Liability Date (MM) (DD) (YY)		Merch/Inv. Rec'd Date (MM) (DD) (YY)	
Withholding Class	Withholding Amount	Handling Code	Payee Amount	Agency Internal Use
Invoice Number		Invoice Date		

PeopleSoft Format Charge Lines (If Applicable)

Business Unit	Department	Program	Fund	Account
Budget Reference	**Project ID**	**Activity**	**Class**	**Operating Unit**
Product	**Chartfield 1 - Accumulator**	**Chartfield 2 - Agency Use**	**Chartfield 3**	**Amount**

Legacy Format Charge Lines (If Applicable)

Expenditures								Liquidation			
Dept	Cost Center	Var	Yr.	Object	Accum Dept.	Accum Statewide	Amount	Orig.Agency	PO/Contract	Line	F/P

Liability Date	From Date	TC	Subledger	Optional

Attachment: Legislative Grant-03112025153037 (RES-2025-329 : State of New York Contract for Grants- NYS Department of Health)

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30198 **RESOLUTION 2025-330** **ADOPTED**

Travel Request Required Operator Training Courses

The Engineering Department is requesting approval to send two (2) employees to attend the Basic Operations course held at the Environmental Training Center at SUNY Morrisville in Morrisville, NY in May 2025. The estimated cost with registration, lodging and per diem is $3,728.08 for each employee.

Funding for this request will be available in accounts G9916-4850 and G9916-4040.

Thank you for considering this request.

3/24/2025
Consent

FINANCIAL IMPACT:

G9916-4850 and G9916-4040

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
[redacted]	[redacted]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
[redacted]	[redacted]	Environmental Training Center, SUNY Morrisville, Morrisville, NY	Basic Operations of Wastewater Treatment Plants [redacted]

Expenses	Estimated		Budget A/C #	Actual
Transportation:				
Mileage 354 @ ~~$0.67~~ $0.70			G9916-4040	
Tolls $13.04*2	$26.08		G9916-4040	
Parking				
Local Transportation (bus/taxi)				
Plane/Rail/Bus				
Lodging:				
# nights 13 @ $ 96.00	$1,248.00		G9916-4040	
Meals:				
IRS Per Diem Per Day: $68.00				
1st & Last Day of Travel @ 75% $51.00	$102.00		G9916-4040	
# Breakfasts 12 @ $ 16.00	$192.00		G9916-4040	
# Lunches 12 @ $ 19.00	$228.00		G9916-4040	
# Dinners 12 @ $ 28.00	$336.00		G9916-4040	
# Incidentals 12 @ $ 5.00	$60.00		G9916-4040	
Registration/Conference Fee	$1,100.00		G9916-4850	
Textbooks - $100.00 each + $36.00 shipping	$236.00		G9916-4850	
Other				
Subtotal	$3,528.08	-		N/A
Contingency - 10% of subtotal or $200	$200.00	-		N/A
TOTAL	$3,728.08	-		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: 5.12.25 R. Vaillancourt - Basic Operations (RES-2025-330 : Travel Request)

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]	[redacted]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
[redacted]	[redacted]	Environmental Training Center, SUNY Morrisville, Morrisville, NY	Basic Operations of Wastewater Treatment Plants [redacted]

Expenses	Estimated		Budget A/C #	Actual
Transportation:				
Mileage 354 @ ~~$0.67~~ $0.70			G9916-4040	
Tolls $13.04*2	$26.08		G9916-4040	
Parking				
Local Transportation (bus/taxi)				
Plane/Rail/Bus				
Lodging:				
# nights 13 @ $ 96.00	$1,248.00		G9916-4040	
Meals:				
IRS Per Diem Per Day: $68.00				
1st & Last Day of Travel @ 75% $51.00	$102.00		G9916-4040	
# Breakfasts 12 @ $ 16.00	$192.00		G9916-4040	
# Lunches 12 @ $ 19.00	$228.00		G9916-4040	
# Dinners 12 @ $ 28.00	$336.00		G9916-4040	
# Incidentals 12 @ $ 5.00	$60.00		G9916-4040	
Registration/Conference Fee	$1,100.00		G9916-4850	
Textbooks - $100.00 each + $36.00 shipping	$236.00		G9916-4850	
Other				
Subtotal	$3,528.08	-		N/A
Contingency - 10% of subtotal or $200	$200.00	-		N/A
TOTAL	$3,728.08	-		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: 5.12.25 T.Mayers - Basic Operations (RES-2025-330 : Travel Request)

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30199 **RESOLUTION 2025-331** **ADOPTED**

2024 (Year 21) Stormwater Annual Report and Signature Of MS4 Operator Certification Form for EReports Town of Amherst Job No. 900101

The Engineering Department is requesting that the Town Board authorize the Town Supervisor to sign the attached MS4 Operator Certification Form for eReports that will accompany the Town of Amherst's 2024 (Year 21) Stormwater Management Program Annual Report to the NYSDEC.

The Engineering Department additionally requests that a public announcement be made indicating the Annual Report is available for public review and comment. Hard copies of the Annual Report will be available at the Engineering Department. The Annual Report will also be available electronically on the Town's Website.

There is no cost associated with the signing of the MS4 Operator Certification Form or the submission of the Annual Report.

Thank you for considering this request.

3/24/2025
Consent

FINANCIAL IMPACT:

N/A

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

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Attachment: HQA-ZZ82-P2V1Y-v1-SubmissionDownload (RES-2025-331 : 2024 (Year 21) Stormwater Annual Report)

MS4 Annual Report/Interim Progress Certification2025

version 1.0

(Submission #: HQA-ZZ82-P2V1Y, version 1)

Details

Originally Started By	Sarah Burow
Alternate Identifier	NYR20A122
Submission ID	HQA-ZZ82-P2V1Y
Status	Draft

Form Input

MS4 Operator Information

Municipality Name or Legal Entity Name
Town of Amherst

Permit ID #:
NYR20A122

MS4 Operator Type
Traditional land use control

Traditional Land Use Control
Town

Traditional Land Use Control

Traditional land use control MS4 Operator requirements are found in Part VI of the MS4 General Permit.

Legal Municipal/Entity Mailing address

1100 N Forest Rd
Williamsville, NY 14221
Erie

Ranking Official

Official Title	First and Last Name	Phone	Email
Town Supervisor	Brian Kulpa	716-631-7032	bkulpa@amherst.ny.us

Report Preparer

Report Preparer Title	First and Last Name	Phone	Email
Stormwater Program Coordinator	Sarah Burow	716-631-7154	sburow@amherst.ny.us

Stormwater Program Coordinator

Coordinator Title	First and Last Name	Phone	Email
Stormwater Program Coordinator	Vaishali Reberholt	716-631-7154	vreberholt@amherst.ny.us

Attachment: HQA-ZZ82-P2V1Y-v1-SubmissionDownload (RES-2025-331 : 2024 (Year 21) Stormwater Annual Report)

Part IV

Was the information in this section completed as part of a coalition/group?
Yes

MS4 General Permit Resources

Use the following webpages for more information on the permit and fact sheet:
MS4 Permit Webpage

MS4 Toolbox

SWMP Plan

Annually: Have the alternative implementation agreements in the SWMP Plan been updated? (Part IV.A.1.e.)
Yes

Annually: Has the SWMP been updated? (Part IV.B.3.)
Yes

Mapping

Annually: Has the comprehensive system mapping been updated? (Part IV.D.)
Yes

What tools are used to satisfy the comprehensive system mapping requirements? (e.g. paper maps, GIS, web mappers, etc.)
GIS, full-size system maps, map books, online stormwater mapper

Within three (3) years of the EDC: Has Phase I of the comprehensive mapping been completed? (Part IV.D.2.a.)
No

Please clarify the reason for selecting "No" for this item.
Compliance deliverable not due

Within five (5) years of the EDC: Has Phase II of the comprehensive mapping been completed? (Part IV.D.2.b.)
No

Please clarify the reason for selecting "No" for this item.
Compliance deliverable is not due

Legal Authority

Within three (3) years of the EDC: For newly designated MS4 Operators, has adequate legal authority been developed and implemented? (Part IV.E.)
N/A

Please clarify the reason for selecting "No" or "N/A" for this item.
Not a newly designated MS4

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Part V

In Year 5: Has the SWMP Plan been evaluated? (Part V.C.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Attachment: HQA-ZZ82-P2V1Y-v1-SubmissionDownload (RES-2025-331 : 2024 (Year 21) Stormwater Annual Report)

Part VI

Which MCMs in this Part were completed as a coalition/group, if any?
MCM 1
MCM 2
MCM 3
MCM 4
MCM 5
MCM 6

Minimum Control Measure 1

Within three (3) years of the EDC: Have the focus areas been identified? (Part VI.A.1.a.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Within three (3) years of the EDC: Have the target audience(s) and associated pollutant generating activities been identified? (Part VI.A.1.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Within three (3) years of the EDC: Have the education and outreach topics been identified and how the education and outreach topics will reduce the potential for pollutants explained? (Part VI.A.1.c.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

In Year 5: Has the method(s) used for distribution of educational messages been identified? (Part VI.A.2.a.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

In Year 5: Has one educational message been delivered to each target audience(s) for each focus area based on the education and outreach topic(s)? (Part VI.A.2.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

In Year 4 and Year 5: Have target audiences, focus areas, and/or education and outreach topics been updated? (Part VI.A.2.c.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Minimum Control Measure 2

Annually: Has an opportunity for public involvement/participation in the development and implementation of the SWMP been provided? (Part VI.B.1.a.)
Yes

What was the opportunity for public involvement/participation in the SWMP?
Public hearings or meetings

Attachment: HQA-ZZ82-P2V1Y-v1-SubmissionDownload (RES-2025-331 : 2024 (Year 21) Stormwater Annual Report)

Annually: Has the public been informed about the opportunity for their involvement in the development and implementation of the SWMP and how they can get involved? (Part VI.B.1.b.)
Yes

What is the method(s) used for distribution to inform the public of the opportunity for involvement?
Electronic materials (e.g., websites, email listservs)

Annually: Has an opportunity to review and comment on the publicly available SWMP Plan been provided? (Part VI.B.2.a.)
Yes

Annually: Has an opportunity to review and comment on the draft annual report been provided? (Part VI.B.2.b.i.)
Yes

What opportunity for review and comment on the draft annual report has been provided?
Posting of draft Annual Report on a public website

Annually: Have the comments received on the SWMP Plan been summarized? (Part VI.B.2.c.i.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
None were received

Annually: Have the comments received on the draft annual report been summarized? (Part VI.B.2.c.i.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
None were received

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Minimum Control Measure 3

Within three (3) years of the EDC: Has an inventory of monitoring locations been developed? (Part VI.C.1.c.i.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

In Year 4 and Year 5: Has the monitoring location inventory been updated? (Part VI.C.1.c.ii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Within three (3) years of the EDC: Have monitoring locations been prioritized? (Part VI.C.1.d.i.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

In Year 4 and Year 5: Has the monitoring location prioritization been updated? (Part VI.C.1.d.iii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Within two (2) years of the EDC: Has a monitoring locations inspection and sampling program been developed and implemented? (Part VI.C.1.e.)
Yes

In Year 5: Have all the monitoring locations been inspected? (Part VI.C.1.e.i.a))
No

Attachment: HQA-ZZ82-P2V1Y-v1-SubmissionDownload (RES-2025-331 : 2024 (Year 21) Stormwater Annual Report)

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

How many monitoring locations have been inspected?
90

In Year 5: Has training on the MS4 Operator's monitoring locations inspection and sampling procedures been provided? (Part VI.C.1.e.ii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

In Year 3, Year 4, and Year 5: Have the names, titles, and contact information for the individuals who have received monitoring locations inspection and sampling training been updated? (Part VI.C.1.e.iii.)
Yes

In Year 3, Year 4, and Year 5: Have the monitoring locations inspection and sampling procedures been updated? (Part VI.C.1.e.iv.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Within two (2) years of the EDC: Has an illicit discharge track down program been developed and implemented? (Part VI.C.2.)
Yes

In Year 5: Has training on the MS4 Operator's illicit discharge track down procedures prior to conducting illicit discharge track down been provided? (Part VI.C.2.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

In Year 3, Year 4, and Year 5: Have the names, titles, and contact information for the individuals who have received illicit discharge track down procedures training been updated? (Part VI.C.2.c.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

In Year 3, Year 4, and Year 5: Have the illicit discharge track down procedures been reviewed and updated? (Part VI.C.2.d.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Within two (2) years of the EDC: Has an illicit discharge elimination program been developed and implemented? (Part VI.C.3.)
Yes

In Year 5: Has training on the MS4 Operator's illicit discharge elimination procedures prior to conducting illicit discharge elimination been provided? (Part VI.C.3.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

In Year 3, Year 4, and Year 5: Have the names, titles, and contact information for the individuals who have received illicit discharge elimination procedures training been updated? (Part VI.C.3.c.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Attachment: HQA-ZZ82-P2V1Y-v1-SubmissionDownload (RES-2025-331 : 2024 (Year 21) Stormwater Annual Report)

In Year 3, Year 4, and Year 5: Have the illicit discharge elimination procedures been reviewed and updated? (Part VI.C.3.d.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Minimum Control Measure 4

Within one (1) year of the EDC: Has a construction oversight program been developed and implemented? (Part VI.D.3)
Yes

In Year 5: Has training on the MS4 Operator's construction oversight procedures prior to conducting construction oversight been provided? (Part VI.D.3.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

In Year 2, Year 3, Year 4, and Year 5: Have the names, titles, and contact information for the individuals who have received construction oversight procedures training been updated? (Part VI.D.3.c.)
Yes

In Year 2, Year 3, Year 4, and Year 5: Have the construction oversight procedures been reviewed and updated? (Part VI.D.3.e.)
Yes

Annually: Has the inventory of construction sites been updated? (Part VI.D.4.b.)
Yes

How many construction sites are on the inventory?
20

Within one (1) year of the EDC: Have construction sites been prioritized? (Part VI.D.5.a.)
Yes

How many high priority construction sites are on the inventory?
20

In Year 2, Year 3, Year 4, and Year 5: Has the construction site prioritization been updated? (Part VI.D.5.c.)
Yes

Within three (3) years of the EDC: Have the individuals responsible for reviewing SWPPPs for acceptance received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil & Water Conservation District, or other Department endorsed entity prior to conducting SWPPP reviews and/or approvals? (Part VI.D.6.a.i.)
Yes

Annually: Have the names, titles, and contact information for the individuals who have received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil & Water Conservation District, or other Department endorsed entity, for individuals responsible for reviewing SWPPPs been updated? (Part VI.D.6.d.)
Yes

Are pre-construction meetings conducted prior to the commencement of construction activity? (Part VI.D.7.)
Yes

Attachment: HQA-ZZ82-P2V1Y-v1-SubmissionDownload (RES-2025-331 : 2024 (Year 21) Stormwater Annual Report)

Within three (3) years of the EDC: Have the individuals responsible for construction site inspections received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil & Water Conservation District, or other Department endorsed entity prior to conducting construction site inspections? (Part VI.D.8.a.i.)
Yes

Annually: Have all sites with construction activity identified in the inventory been inspected during active construction after the pre-construction meeting, or sooner if deficiencies are noted that require attention? (Part VI.D.8.c.)
Yes

Annually: Have the names, titles, and contact information for the individuals who have received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil & Water Conservation District, or other Department endorsed entity, for individuals responsible for construction site inspections been updated? (Part VI.D.8.d.)
Yes

Are final construction site inspections conducted? (Part VI.D.9.)
Yes

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Minimum Control Measure 5

Annually: Has the inventory of post-construction SMPs been updated? (Part VI.E.2.c.)
Yes

How many post-construction SMPs are on the inventory?
134

Within five (5) years of the EDC: Have the required components been included in the post-construction SMP inventory? (Part VI.E.2.d.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Within one (1) year of the EDC: Has a post-construction SMP inspection and maintenance program been developed and implemented? (Part VI.E.4.)
Yes

Has each post-construction SMP identified in the inventory been inspected at the required frequency? (Part VI.E.4.a.)
Yes

In Year 5: Has training on the MS4 Operator's post-construction SMP inspection and maintenance procedures prior to conducting post-construction SMP inspection and maintenance been provided? (Part VI.E.4.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Annually: Have names, titles, and contact information for the individuals who have received post-construction SMP inspection and maintenance procedures training updated? (Part VI.E.4.c.)
Yes

In Year 2, Year 3, Year 4, and Year 5: Have the post-construction SMP inspection and maintenance procedures been reviewed and updated? (Part VI.E.4.d.)
Yes

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Minimum Control Measure 6

Attachment: HQA-ZZ82-P2V1Y-v1-SubmissionDownload (RES-2025-331 : 2024 (Year 21) Stormwater Annual Report)

Within three (3) years of the EDC: Have best management practices (BMPs) been incorporated into the municipal facility program and municipal operations program? (Part VI.F.1.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Within three (3) years of the EDC: Has a municipal facility program been developed and implemented? (Part VI.F.2.a.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

In Year 5: Has training on the MS4 Operator's municipal facility procedures prior to conducting municipal facility procedures been provided? (Part VI.F.2.a.ii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

In Year 4 and Year 5: Have the names, titles, and contact information for the individuals who have received municipal facility procedures training been updated? (Part VI.F.2.a.iii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

In Year 4 and Year 5: Have the municipal facility procedures been updated? (Part VI.F.2.a.iv.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Within two (2) years of the EDC: Has a municipal facility inventory been developed? (Part VI.F.2.b.i.)
Yes

How many municipal facilities are on the inventory?
19

In Year 3, Year 4, and Year 5: Has the municipal facility inventory been updated? (Part VI.F.2.b.ii.)
Yes

Within three (3) years of the EDC: Have the municipal facilities been prioritized? (Part VI.F.2.c.i.)
Yes

How many high priority municipal facilities are on the inventory?
3

In Year 4 and Year 5: Has the municipal facility prioritization been updated? (Part VI.F.2.c.iii.)
Yes

Within five (5) years of the EDC: Has a municipal facility specific SWPPP for each high priority municipal facility been developed? (Part VI.F.2.d.i.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

How many municipal facility specific SWPPPs for high priority municipal facilities have been developed?
0

In Year 5: Has all wet weather visual monitoring of the monitoring locations at all high priority municipal facilities been conducted? (Part VI.F.2.d.ii.a))
No

Attachment: HQA-ZZ82-P2V1Y-v1-SubmissionDownload (RES-2025-331 : 2024 (Year 21) Stormwater Annual Report)

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

At how many high priority municipal facilities was wet weather visual monitoring completed?
0

At how many monitoring locations was wet weather visual monitoring completed?
0

In Year 5: Has a comprehensive site assessment for each high priority municipal facility been completed? (Part VI.F.2.d.ii.c))
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

At how many high priority municipal facilities was a comprehensive site assessment completed?
0

In Year 5: Has a comprehensive site assessment for each low priority municipal facility been completed? (Part VI.F.2.e.ii.c))
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

At how many low priority municipal facilities was a comprehensive site assessment completed?
0

Within three (3) years of the EDC: Has a municipal operations program been developed? (Part VI.F.3.a.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

In Year 5: Has training on the MS4 Operator's municipal operations procedures prior to conducting municipal operations been provided? (Part VI.F.3.a.ii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

In Year 4 and Year 5: Have the names, titles, and contact information for the individuals who have received municipal operations procedures training been updated? (Part VI.F.3.a.iii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

In Year 4 and Year 5: Have the municipal operations procedures been reviewed and updated? (Part VI.F.3.a.iv.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Within three (3) years of the EDC: Have catch basins in need of inspection been identified? (Part VI.F.3.c.i.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Within three (3) years of the EDC: Has catch basin inspection information been inventoried? (Part VI.F.3.c.ii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Attachment: HQA-ZZ82-P2V1Y-v1-SubmissionDownload (RES-2025-331 : 2024 (Year 21) Stormwater Annual Report)

In Year 5: Have all streets, bridges, parking lots, and right of ways been swept? (Part VI.F.3.d.i.a))
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

What percentage of the total streets, bridges, parking lots, and right of ways have been swept?
NONE PROVIDED

Annually: Have all streets in business districts and commercial areas been swept? (Part VI.F.3.d.i.b))
Yes

Within five (5) years of the EDC: Have roads, bridges, parking lots, and right of way maintenance specific BMPs been implemented? (Part VI.F.3.d.ii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Within five (5) years of the EDC: Have winter road maintenance specific BMPs been implemented? (Part VI.F.3.d.iii.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Part VIII

Does the MS4 Operator discharge to an impaired water listed in Appendix C of GP-0-24-001?
Yes

For which pollutant(s) is the waterbody impaired? Select the pollutants for all the impaired waters listed in Appendix C of GP-0-24-001 to which the MS4 Operator discharges.
Phosphorus
Silt/Sediment
Pathogens

Which requirements in this Part were completed as a coalition/group, if any?
NONE PROVIDED

Phosphorus

Within three (3) years of the EDC: Has the comprehensive system mapping been updated, in a geographic information system (GIS), to include MS4 infrastructure and sewershed information for each MS4 outfall and ADA MS4 outfall discharging to a phosphorus impaired water listed in Appendix C? (Part VIII.A.1.a.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Within three (3) years of the EDC: Has the comprehensive system mapping been updated, in a geographic information system (GIS), to include the listed items for each MS4 outfall discharging to a phosphorus impaired water listed in Appendix C? (Part VIII.A.1.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Attachment: HQA-ZZ82-P2V1Y-v1-SubmissionDownload (RES-2025-331 : 2024 (Year 21) Stormwater Annual Report)

Within three (3) years of the EDC: Has the comprehensive system mapping been updated, in a geographic information system (GIS), to include ADA MS4 outfalls discharging to a phosphorus impaired water listed in Appendix C? (Part VIII.A.1.c.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Minimum Control Measure 1

Twice a year, in Year 4 and Year 5: Have educational messages with information specific to phosphorus been provided? (Part VIII.A.2.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Minimum Control Measure 3

Within five (5) years of the EDC: Has the number of each item listed in Part VIII.A.1.b. been included on the MS4 outfall inventory for each associated MS4 outfall? (Part VIII.A.4.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Minimum Control Measure 4

How many high priority construction sites discharge to the phosphorus impaired water(s)?
17

Have high priority construction sites that discharge to the phosphorus impaired water(s) been inspected by the MS4 Operator at the required frequency? (Part VIII.A.5.)
Yes

Minimum Control Measure 6

In Year 4 and Year 5: Have all streets located in sewersheds discharging to phosphorus impaired segments been swept? (Part VIII.A.7.a.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

What percentage of streets located in sewersheds discharging to phosphorus impaired segments have been swept?
NONE PROVIDED

Silt/Sediment

Within three (3) years of the EDC: Has the comprehensive system mapping been updated, in a geographic information system (GIS), to include MS4 infrastructure and sewershed information for each MS4 outfall and ADA MS4 outfall discharging to a silt/sediment impaired water listed in Appendix C? (Part VIII.B.1.a.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Attachment: HQA-ZZ82-P2V1Y-v1-SubmissionDownload (RES-2025-331 : 2024 (Year 21) Stormwater Annual Report)

Within three (3) years of the EDC: Has the comprehensive system mapping been updated, in a geographic information system (GIS), to include facilities with SPDES permit coverage under the MSGP with stormwater discharges applicable under Sector C, E, L, or J with facility contact? (Part VIII.B.1.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Within three (3) years of the EDC: Has the comprehensive system mapping been updated, in a geographic information system (GIS), to include ADA MS4 outfalls discharging to a silt/sediment impaired water listed in Appendix C? (Part VIII.B.1.c.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Minimum Control Measure 1

In Year 4 and Year 5: Have individuals involved in construction activity within the sewershed boundary been educated on the use of post-construction SMPs that are intended to collect and separate silt and sediment debris from stormwater before discharging to waters of the State? (Part VIII.B.2.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Minimum Control Measure 3

Within five (5) years of the EDC: Has the number of each item listed in Part VIII.B.1.b. been included on the MS4 outfall inventory for each associated MS4 outfall? (Part VIII.B.4.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Minimum Control Measure 4

How many high priority construction sites discharge to the silt/sediment impaired water(s)?
17

Have high priority construction sites that discharge to the silt/sediment impaired water(s) been inspected by the MS4 Operator at the required frequency? (Part VIII.B.5.)
Yes

Minimum Control Measure 6

In Year 4 and Year 5: Have all streets located in sewersheds discharging to silt/sediment impaired segments been swept? (Part VIII.B.7.a.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

What percentage of streets located in sewersheds discharging to silt/sediment impaired segments have been swept?
NONE PROVIDED

Pathogens

Attachment: HQA-ZZ82-P2V1Y-v1-SubmissionDownload (RES-2025-331 : 2024 (Year 21) Stormwater Annual Report)

Within three (3) years of the EDC: Has the comprehensive system mapping been updated, in a geographic information system (GIS), to include MS4 infrastructure and sewershed information for each MS4 outfall and ADA MS4 outfall discharging to a pathogens impaired water listed in Appendix C? (Part VIII.C.1.a.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Within three (3) years of the EDC: Has the comprehensive system mapping been updated, in a geographic information system (GIS), to include the listed items for each MS4 outfall discharging to a pathogens impaired water listed in Appendix C? (Part VIII.C.1.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Within three (3) years of the EDC: Has the comprehensive system mapping been updated, in a geographic information system (GIS), to include ADA MS4 outfalls discharging to a pathogens impaired water listed in Appendix C? (Part VIII.C.1.c.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Minimum Control Measure 1

In Year 4 and Year 5: Have educational messages with information specific to pathogens been provided? (Part VIII.C.2.b.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Minimum Control Measure 3

Within five (5) years of the EDC: Has the number of each item listed in Part VIII.C.1.b. been included on the MS4 outfall inventory for each associated MS4 outfall? (Part VIII.C.4.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

Minimum Control Measure 6

In Year 4 and Year 5: Have all streets located in sewersheds discharging to pathogens impaired segments been swept? (Part VIII.C.7.a.i.)
No

Please clarify the reason for selecting "No" or "N/A" for this item.
Compliance deliverable is not due

What percentage of streets located in sewersheds discharging to pathogens impaired segments have been swept?
NONE PROVIDED

Within one (1) year of the EDC: Has the effectiveness of deterrents, population controls, and other measures that may reduce bird related pathogen contributions been evaluated? (Part VIII.C.7.b.iv.)
Yes

Within one (1) year of the EDC: Have dog waste receptacles been made available in areas where pets/domestic animals may frequent? (Part VIII.C.7.c.)
Yes

Attachment: HQA-ZZ82-P2V1Y-v1-SubmissionDownload (RES-2025-331 : 2024 (Year 21) Stormwater Annual Report)

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Part IX

Does the MS4 Operator discharge to a TMDL listed in Table 3 of GP-0-24-001?
No

Please enter any comments related to the questions in this section below:
NONE PROVIDED

Interim Progress Status

Interim Progress Resources

Use the following webpages for more information on the permit and fact sheet:
MS4 Permit Webpage

MS4 Toolbox

Have you reviewed compliance items due within two years of EDC?
Yes

Have you reviewed compliance items due within three years of EDC?
Yes

Have you reviewed compliance items due within four years of EDC?
Yes

Have you reviewed compliance items due within five years of EDC?
Yes

Have you reviewed compliance items which need to be completed routinely (annually, every five (5) years, etc.)?
Yes

Please enter any comments related to the questions in this section.
NONE PROVIDED

Certification

The ranking elected official or Principal Executive Officer for the MS4 Operator will be signing the form.
Yes

As the Ranking Elected Official or Principal Executive Officer, please download the certification form using the link below. Complete and sign the certification. Then, upload the certification form to this Interim Progress Certification and/or Annual Report.
Certification Form

Attach completed certification form.
NONE PROVIDED
Comment
NONE PROVIDED

Attachment: HQA-ZZ82-P2V1Y-v1-SubmissionDownload (RES-2025-331 : 2024 (Year 21) Stormwater Annual Report)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Water Permits
625 Broadway, Albany, New York 12233-3505
P: (518) 402-8111 | F: (518) 402-9029
www.dec.ny.gov

MS4 Operator Certification Form for eReports

SPDES General Permit for
Stormwater Discharges From
Municipal Separate Storm Sewer Systems (GP-0-24-001)

Instructions

As required by Part V.B.2. and Part V.B.3. of GP-0-24-001, the MS4 Operator must submit the Annual Report and the Interim Progress Certification, respectively. As stated in Part V.B.5. of GP-0-24-001, all reports must be signed in accordance with Part X.J. of GP-0-24-001.

MS4 Operator Name: Town of Amherst

Permit ID: NYR20A 122

eReport Submission Number: HQA-ZZ82-P2V1Y

MS4 Operator Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (please print or type)	Title
Brian Kulpa	Town Supervisor
Signature	Date

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

Attachment: ms4certform_TOA_2024 (RES-2025-331 : 2024 (Year 21) Stormwater Annual Report)

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30200 **RESOLUTION 2025-332** **ADOPTED**

Waste Activated Sludge Flow Meter Replacements TEMP-PRESS CRS - 5392

The Engineering Department, WPCF Division is requesting that the Town Board authorize the Supervisor to sign a quotation contract with TEMP-PRESS. This would be for the purchase two Electromagnetic Flowmeter Systems as stated on TEMP-PRESS quote AWWT-250116-CS, dated 1/16/2025. The total cost for this purchase is $17,232.50. The WPCF would also ask the Town Board for a waiver from insurance requirements, as TEMP-PRESS would utilize a third party delivery service.

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

Funds will be available in G9916-2150.

Thank you for considering this request.

3/24/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-2150

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

WAS FLOW METER REPLACEMENT

Description	QTY	TEMP PRESS* PRICE	APPLIED PRICE	KOESTER PRICE	SHRIER MARTIN PRICE
ABB# FEP632 Electromagnetic Flowmeter System	2	$ 15,437.63	$ 19,159.28	$ 22,803.78	No Quote
3" Spool Piece	2	$ 1,794.87	$ 1,950.72	No Quote	No Quote
Total Price		$ 17,232.50	$ 21,110.00	$ 22,803.78	No Quote

*TEMP-PRESS is the authorized municipal distributor for ABB instramentation products and services for the State of New York.

Attachment: DOC031825-03182025103118 (RES-2025-332 : Waste Activated Sludge Flow Meter Replacements)

AGREEMENT

Let this document stand as an Agreement between TEMP-PRESS and the Town of Amherst permitting the Town of Amherst to purchase the items listed on TEMP-PRESS Quote AWWT-250116-CS, Dated 1/16/2025. The term of this contract will be from date of Town Board Approval by the Town of Amherst through September 15, 2025

Agreed to and Accepted by:

TEMP-PRESS

By: Dave Cellura
Signature

David Cellura
Printed name

President
Title

Date: 3/10/25

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DOC031825-03182025103118 (RES-2025-332 : Waste Activated Sludge Flow Meter Replacements)

TEMP-PRESS QUOTATION

Temp-Press, Inc. | 30 Hytec Circle | Rochester, NY 14606
Office: (585) 235-6160 | Fax: (585) 235-1053 | www.temppress.com

Quote #:	AWWT-250116-CS
Project name:	WAS Flow Meter Replacement
Date:	1/16/2025
Customer:	Amherst WWTP
Contact:	Jerome Suszynski
Phone:	716-691-9771
Email:	jsuszynski@amherst.ny.us
Delivery:	Approx. 6-8 Weeks
Terms:	Net 30/ Credit Card
FOB:	Shipping Point

Quotation Prepared by:	Cody Slezega
Title:	Sales Engineer
Email:	Cslezega@temppress.co
Cell Phone:	(716)417-2007

Prices on quote are firm for **30 days** unless otherwise noted
Prices quoted do not include shipping charges unless otherwise note

Item #	Part Number	Price	QTY	UOM	Part Description	Total
1	ABB#FEP632.F2.A2.0 080.A1.T1.B.1.S.0.C.7 7.Y.0.Y0.A- .....CMA.CRA.F6...K0. M5.....RCD.SC4.TS.T K1.TV2.V1 --> FET632S.F2.F2.70.C. 2.G0- K0.M5.TS.TK1	$ 7,718.82	2	ea	3"- 150# FEP632 Electromagnetic Flowmeter system, remote mount with FET632 Remote Transmitter, for ProcessMaster / HygienicMaster, See attached Configuration. SS Tag & Calibration as follows: FE-10A 0-0.50 MGD (0-347.22GPM) FE-11A: 0-0.25 MGD (0-173.61GPM)	$ 15,437.
2	3" Spool	$ 897.44	2	ea	Make up spool: 3" 150# Slip On Flanges, Sch40s pipe, 304/L Approx. 16" Face to Face (exact length to be determined at install). Includes Teflon Coated Hardware & Fiber Gaskets.	$ 1,794.

Quotation Total: $ 17,232.

Please send all purchase orders to: sales@temppress.com

Attachment: DOC031825-03182025103118 (RES-2025-332 : Waste Activated Sludge Flow Meter Replacements)

Customer	Amherst WWTP
REF TP Quote	AWWT-250116-CS
Product Code	FEP632.F2.A2.0080.A1.T1.B.1.S.0.C.77.Y.0.Y0.A-.....CMA.CRA.F6...K0.M5.....RCD.SC4.TS.TK1.TV2.V1 --> FET632S.F2.F2.70.C.2.G0-.....K0.M5.TS.TK1
Lead Time	Approx. 30 working days

Description

FEP632 - ProcessMaster FEP632 Electromagnetic Flowmeter system, remote mount

Explosion Protection Certification	F2	cFMus Class 1 Div. 2 (Zone 2 / 21)
Housing Type / Housing Material / Cable Glands	A2	Remote / Aluminum / NPT 1/2 in.
Meter Size	0080	DN 80 (3 in.)
Process Connection Type	A1	Flanges ASME CL 150 B16.5 up to DN 600, B16.47 series B > DN 600
Liner Material	T1	PTFE
Process Connection Material	B	Carbon steel
Electrode Design	1	Standard
Measuring Electrodes Material	S	Stainless steel 316Ti (1.4571)
Grounding Electrode / Full Pipe Detection	0	No grounding electrode / No full pipe detection
Grounding Accessories	C	Grounding ring (2 off), mounted to flange,SS316 Material
Protection Class Transmitter / Protection Class Sensor	77	Standard / IP 68 cable fitted and potted
Power Supply	Y	Without
Display	0	Without
Outputs	Y0	Without
Design Level	A	Design Level A
Calibration Certifications	CMA	ABB Standard
Other Usage Certifications	CRA	Meter tube without PED certificate
Power Supply Line Frequency	F6	60 Hz
Other Options	K0	Without
Documentation Language	M5	English
Calibration Type	RCD	0,4 % Factory Calibration
Signal Cable	SC4	20 m (approx. 66 ft)
Device Identification Plate	TS	Stainless steel and TAG plate (stainless steel)
Temperature Range of Installation / Ambient Temperature Range	TK1	Standard design / -20 ... 60 °C (-4 ... 140 °F)
Number of Testpoints	TV2	2 Points
Verification Capability	V1	Enabled

FET632S - FET632 Electromagnetic Flowmeter, remote transmitter, for ProcessMaster / HygienicMaster

Explosion Protection Certification	F2	cFMus Class 1 Div. 2 (Zone 2 / 21)
Housing Type / Housing Material / Cable Glands	F2	Field-mount / Single compartment / Aluminium / NPT 1/2 in.
Protection Class Transmitter / Protection Class Sensor	70	IP 67 / IP 67
Power Supply	C	100 ... 230 V AC, 60 Hz
Display	2	Display with Keypad
Outputs	G0	1 Current output (active or passive), 2 Digitial Outputs (passive), HART
Other Options	K0	Without
Documentation Language	M5	English
Device Identification Plate	TS	Stainless steel and TAG plate (stainless steel)
Temperature Range of Installation / Ambient Temperature Range	TK1	Standard design / -20 ... 60 °C (-4 ... 140 °F)

Attachment: DOC031825-03182025103118 (RES-2025-332 : Waste Activated Sludge Flow Meter Replacements)

Addendum to Contract VENDOR NOT ON SITE

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

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

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

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

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

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

Attachment: DOC031825-03182025103118 (RES-2025-332 : Waste Activated Sludge Flow Meter Replacements)

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

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

7. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

8. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Temp-Press Inc.
Print Name of Company

By: Dan Cellura
Signature

David Cellura
Printed name

Date: 3/10/25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DOC031825-03182025103118 (RES-2025-332 : Waste Activated Sludge Flow Meter Replacements)

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Temp-Press Inc.

Signature: Dave Cellura

Print Name: David Cellura

Title: President

Date: 3/10/25

Revised 8.2023

Attachment: DOC031825-03182025103118 (RES-2025-332 : Waste Activated Sludge Flow Meter Replacements)

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30201 **RESOLUTION 2025-333** **ADOPTED**

Laboratory Heating Mantles Fischer Scientific Company, Inc. CRS - 5388

The Engineering Department, WPCF Division is requesting that the Town Board authorize the Supervisor to sign a quotation contract with Fisher Scientific Company. This would be for the purchase Electro-Thermal Heating Mantles as stated on Fisher Scientific quote 5072-0859-62, dated 3/13/2025. The total cost for this purchase is $8,772.00. The WPCF would also ask the Town Board for a waiver from insurance requirements, as Fisher Scientific Company would utilize a third party delivery service.

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

Funds will be available in KP2028-2600

Thank you for considering this request.

3/24/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2028-2600

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 Fischer Scientific Company LLC. and the Town of Amherst permitting the Town of Amherst to purchase the items listed on Fischer Scientific Company Quote AWWT-5072-0859-62 Dated 03-13-2025 The term of this contract will be from date of Town Board Approval by the Town of Amherst through September 15, 2025

Agreed to and Accepted by:

Fisher Scientific Company LLC.

By: _____
Signature

Greg Mash
Printed name

Sales Representative
Title

Date: 03/13/2025

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DOC031825-03182025112029 (RES-2025-333 : Laboratory Heating Mantles)

Sales Quotation

*Quote Nbr	Creation Date	Due Date	Page
5072-0859-62	03/13/2025		1 of 1

Payment Terms	Delivery Terms
NET 30 DAYS	DEST
Valid To	Prepared By
07/11/2025	MASH, GREG E
Customer Reference	Sales Representative
QTE 2.24.25/ REVISED 3.13.25	GREGORY MASH

To place an order | Ph: 800-766-7000 | Fx: 800-926-1166

Submitted To:	Customer Account: 033324-001
TOM DEAN GREGORY.MASH@THERMOFISHER.COM 716-691-9771	TOWN OF AMHERST 455 TONAWANDA CK RD WATER POLLUTION CONTROL FACILITIES # 16 AMHERST NY 14228

Fisher Scientific
Part of Thermo Fisher Scientific

FISHER SCIENTIFIC COMPANY LLC
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133-5491

Review and Place Order

Click here or go through your purchasing system to fishersci.com quotes

***Please reference this Quote Number on all correspondence.**

Don't have a profile? Register on fishersci.com

For complete Terms and Conditions, please click here

Quote Comments: **NOT ON NY CONTRACT**FREE SHIPPING WILL APPLY**

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	17	EA	NC0279411	ELCTRTHRML HEATING MANTLE 1000 Electrothermal Electromantle, 1000-mL capacity, 115 VAC Vendor Catalog # 3600216 Original Catalog Number 3600216	516.00	8,772.0



MERCHANDISE TOTAL 8,772.0

NOTES:
Returns are subject to manufacturer terms and conditions.

We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

Tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser and enter the passcode: USA-PGH-CS2
http://survey.medallia.com/fishersci

Attachment: DOC031825-03182025112029 (RES-2025-333 : Laboratory Heating Mantles)

Laboratory Heating Mantles

Fischer Scientific	Part		Fischer		Fisher
Description	Number	Qty.	Unit Cost	Frieght	Total Cost
Electrothermal Heating Mantle	3600216	17	$ 516.00	$ -	$ 8,772.00

Cole Palmer	Part		Cole Parmer		Cole Parmer
Description	Number	Qty.	Unit Cost	Frieght	Total Cost
Electrothermal Heating Mantle	3600216	17	$ 516.00	$ 922.53	$ 9,694.53

NEOBITS	Part		NEOBITS		NEOBITS
Description	Number	Qty.	Unit Cost	Frieght	Unit Cost
Electrothermal Heating Mantle	3600216	17	$ 674.87	$ 208.46	$ 11,681.25

Attachment: DOC031825-03182025112029 (RES-2025-333 : Laboratory Heating Mantles)

Addendum to Contract VENDOR NOT ON SITE

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

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

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

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

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

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

Revised 12.30.19 SJS

Attachment: DOC031825-03182025112029 (RES-2025-333 : Laboratory Heating Mantles)

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

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

7. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

8. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Fisher Scientific Company L.L.C.
Print Name of Company

By: _____
Signature

Greg Mash
Printed name

Date: 03/13/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: DOC031825-03182025112029 (RES-2025-333 : Laboratory Heating Mantles)

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Fisher Scientific Company L.L.C.

Signature: Karen Morton

Print Name: Karen Morton

Title: Government Contracts Specialist

Date: March 14, 2025

Revised 8.2023

Attachment: DOC031825-03182025112029 (RES-2025-333 : Laboratory Heating Mantles)

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30227 **RESOLUTION 2025-334** **ADOPTED**

Award of Bid – Camden Group Infrastructure Rehabilitation Services LLC 2025 Sanitary Manhole Rehabilitation Project Town of Amherst Job No. 2025.001A

On December 19, 2024, four (4) bids were received for the above referenced project. Upon review of the bids and as per the attached bid tabulation, we recommend and request that Camden Group Infrastructure Rehabilitation Services LLC be awarded the attached unit cost bid items; Items 1-1 through 3-0 and Items A1-1 through A3-0 with a not-to-exceed cost of $300,000.00 per year. The above contract shall be effective for a two-year period from Town Board approval.

Funding for this project for year 2025 will be from account 2025 CIP Project S-7 Miscellaneous Sanitary Relining and Manhole Rehab and G9000-4110. Funding for year 2026 will be from 2026-2031 CIP project and G9000-4110.

May we have your approval to award the above contract and also authorization of the Town Supervisor to execute the contract associated with the bid award?

3/24/2025
Consent

FINANCIAL IMPACT:

G9000-4110, 2025 CIP Project S-7 Miscellaneous Sanitary Relining and Manhole Rehab, 2026-2031 CIP project

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

SANITARY MANHOLE REHABILITATION PROJECT

TOWN OF AMHERST JOB NO. 2025.001A

BID TABULATION

BID DATE: December 19, 2024

ITEM NO.	ITEM DESCRIPTION	QTY	UNITS	Camden Group Infrastructure Rehabilitation Services LLC				National Water Main Cleaning Company				United Survey, Inc.				Insituform Technologies, LLC			
				Year 1 - 2025		Year 2 - 2026		Year 1 - 2025		Year 2 - 2026		Year 1 - 2025		Year 2 - 2026		Year 1 - 2025		Year 2 - 2026	
				PRICE PER UNIT	SUB TOTAL	PRICE PER UNIT	SUB TOTAL	PRICE PER UNIT	SUB TOTAL	PRICE PER UNIT	SUB TOTAL	PRICE PER UNIT	SUB TOTAL	PRICE PER UNIT	SUB TOTAL	PRICE PER UNIT	SUB TOTAL	PRICE PER UNIT	SUB TOTA
1-1	48" DIAMETER EPOXY MANHOLE MONOLITHIC LINING - YEAR 2025	50	VF	$337.00	$16,850.00	-	-	$350.00	$17,500.00	-	-	$375.00	$18,750.00	-	-	$400.00	$20,000.00	-	-
1-2	48" DIAMETER CEMENTITIOUS MANHOLE MONOLITHIC LINING - YEAR 2025	2000	VF	$220.00	$440,000.00	-	-	$250.00	$500,000.00	-	-	$250.00	$500,000.00	-	-	$210.00	$420,000.00	-	-
1-3	MANHOLE BENCH LINING (EPOXY LINING) - YEAR 2025	8	EA	$312.50	$2,500.00	-	-	$350.00	$2,800.00	-	-	$350.00	$2,800.00	-	-	$1,400.00	$11,200.00	-	-
1-4	MANHOLE BENCH LINING (CEMENT LINING) - YEAR 2025	228	EA	$206.25	$47,025.00	-	-	$20.00	$4,560.00	-	-	$250.00	$57,000.00	-	-	$1,400.00	$319,200.00	-	-
1-5	MANHOLE CHIMNEY SEALS - YEAR 2025	228	EA	$300.00	$68,400.00	-	-	$235.00	$53,580.00	-	-	$400.00	$91,200.00	-	-	$825.00	$188,100.00	-	-
1-6	MANHOLE BENCH & FLOW CHANNEL REPAIR - YEAR 2025	10	EA	$700.00	$7,000.00	-	-	$1,000.00	$10,000.00	-	-	$800.00	$8,000.00	-	-	$650.00	$6,500.00	-	-
1-7	ACTIVE LEAK SEALING GROUT - YEAR 2025	36	GAL	$25.00	$900.00	-	-	$50.00	$1,800.00	-	-	$500.00	$18,000.00	-	-	$15.00	$540.00	-	-
1-8	DRILLING AND SETUP FOR GROUTING - YEAR 2025	9	EA	$487.50	$4,387.50	-	-	$1,000.00	$9,000.00	-	-	$200.00	$1,800.00	-	-	$700.00	$6,300.00	-	-
2-0	MAINTENANCE AND PROTECTION OF TRAFFIC - YEAR 2025	10	PER DAY	$1,562.50	$15,625.00	-	-	$4,100.00	$41,000.00	-	-	$3,000.00	$30,000.00	-	-	$4,300.00	$43,000.00	-	-
3-0	MISCELLANEOUS CONSTRUCTION ALLOWANCE - YEAR 2025	1	LS	$5,000.00	$5,000.00	-	-	$5,000.00	$5,000.00	-	-	$5,000.00	$5,000.00	-	-	$5,000.00	$5,000.00	-	-
A1-1	48" DIAMETER EPOXY MANHOLE MONOLITHIC LINING - YEAR 2026	50	VF	-	-	$337.50	$16,875.00	-	-	$350.00	$17,500.00	-	-	$380.00	$19,000.00	-	-	$400.00	$20,000
A1-2	48" DIAMETER CEMENTITIOUS MANHOLE MONOLITHIC LINING - YEAR 2026	1750	VF	-	-	$220.00	$385,000.00	-	-	$250.00	$437,500.00	-	-	$265.00	$463,750.00	-	-	$210.00	$367,50
A1-3	MANHOLE BENCH LINING (EPOXY LINING) - YEAR 2026	8	EA	-	-	$312.50	$2,500.00	-	-	$350.00	$2,800.00	-	-	$400.00	$3,200.00	-	-	$1,400.00	$11,200
A1-4	MANHOLE BENCH LINING (CEMENT LINING) - YEAR 2026	200	EA	-	-	$206.25	$41,250.00	-	-	$20.00	$4,000.00	-	-	$265.00	$53,000.00	-	-	$1,400.00	$280,00
A1-5	MANHOLE CHIMNEY SEALS - YEAR 2026	200	EA	-	-	$300.00	$60,000.00	-	-	$235.00	$47,000.00	-	-	$425.00	$85,000.00	-	-	$825.00	$165,00
A1-6	MANHOLE BENCH & FLOW CHANNEL REPAIR - YEAR 2026	10	EA	-	-	$700.00	$7,000.00	-	-	$1,000.00	$10,000.00	-	-	$1,000.00	$10,000.00	-	-	$650.00	$6,500.
A1-7	ACTIVE LEAK SEALING GROUT - YEAR 2026	40	GAL	-	-	$25.00	$1,000.00	-	-	$50.00	$2,000.00	-	-	$600.00	$24,000.00	-	-	$15.00	$600.0
A1-8	DRILLING AND SETUP FOR GROUTING - YEAR 2026	10	EA	-	-	$487.50	$4,875.00	-	-	$1,000.00	$10,000.00	-	-	$250.00	$2,500.00	-	-	$700.00	$7,000.
A2-0	MAINTENANCE AND PROTECTION OF TRAFFIC - YEAR 2026	10	PER DAY	-	-	$1,562.50	$15,625.00	-	-	$3,600.00	$36,000.00	-	-	$3,000.00	$30,000.00	-	-	$4,300.00	$43,000
A3-0	MISCELLANEOUS CONSTRUCTION ALLOWANCE - YEAR 2026	1	LS	-	-	$5,000.00	$5,000.00	-	-	$5,000.00	$5,000.00	-	-	$5,000.00	$5,000.00	-	-	$5,000.00	$5,000.
	TOTAL			Year 1 (2025)	**$607,687.50**	Year 2 (2026)	**$539,125.00**	Year 1 (2025)	**$645,240.00**	Year 2 (2026)	**$571,800.00**	Year 1 (2025)	**$732,550.00**	Year 2 (2026)	**$695,450.00**	Year 1 (2025)	**$1,019,840.00**	Year 2 (2026)	**$905,8**

SHEET 1 OF 1

Attachment: 2025-2026 MANHOLE REHAB Bid Tab_Unit Price (RES-2025-334 : Award of Bid – Camden

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30181 **RESOLUTION 2025-335** **ADOPTED**

2025-2026 Preschool Fees

Set fees for the Amherst Youth & Recreation Department Preschool Program at $150.00 per child for the 2025-2026 school year. (Fee has been reviewed and approved by the Amherst Youth Board.)

3/24/2025
Consent

FINANCIAL IMPACT:

Increase in revenue to A 7145 of approximately $350.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30207 **RESOLUTION 2025-336** **ADOPTED**

Emergency Purchase Authorization - R22

Authorize the emergency purchase of R22 for NHL Rink 1 at the Northtown Center.

3/24/2025
Consent

FINANCIAL IMPACT:

A7253.4220: $32,630.00

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

Attachment G

TOWN OF AMHERST-EMERGENCY PURCHASE(S) DOCUMENTATION FORM

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML, §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 3/18/25
2. Date of Town Board work session where Board is notified: 3/24/25
3. Date you received approval from the Supervisor: verbal 3/16/25 BU
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (Attach additional detail if necessary): R22: $32,630.00
5. Is there adequate funding in your current operating budget to cover this purchase? Yes.
   Identify budget Org/Object: A 7253.4220
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy:
   We continue to have problems with the mechanical system at the north end and with the warmer weather NHL 1 is not freezing properly. The work to replace the mechanical system is not yet complete and there is no funding for Phase II, so this will continue to be a problem.
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so.
   Quotes (attached) were received from Trane, United Refrigeration and Meier Supply.
8. Department Head Signature: Mary Diana Bucci Date: 3/18/25

CC: Town Board
Town Attorney
Contract Compliance & Administration

For Contract Compliance & Administration Use Only
Date of Town Board Resolution: Emergency Purchase Tracking/Res #:

Attachment: Attachment G - R22 (RES-2025-336 : Emergency Purchase Authorization - R22)

Northtown Center at Amherst - Emergency Refrigeration Purchase

Quote Tabulation / March 18, 2025

Town of Amherst Youth & Recreation Department

No.	Vendor	Bid Bond (Y / N)	Base Bid/Quote	Alternate Bid/Quote	Totals
1	Trane Supply	N/A	$ 32,630.00	$ -	$ 32,630.00
2	United Refrigeration	N/A	$ 46,800.00	$ -	$ 46,800.00
3	Meier Supply	N/A	$ 57,746.90	$ -	$ 57,746.90
4			$ -	$ -	$ -
5			$ -	$ -	$ -
6			$ -	$ -	$ -
7			$ -	$ -	$ -
8			$ -	$ -	$ -
9			$ -	$ -	$ -
10			$ -	$ -	$ -

Documents Required		
1	Bid / Quote Tabulation ☑	
2	Contract ☐	
3	Addendum to Contract ☐	
4	Certificate of Liability Insurance ☐	
5	Certificate of Workers Compensation Insurance ☐	
6	Certificate of Disability Insurance ☐	
7	Supporting Bid / Quote Documents ☑	
8	Iran Divestment Act ☐	

Submitted by: Eric W. Guzdek

Eric W. Guzdek

Date: March 18, 2025

Attachment: Attachment G - R22 (RES-2025-336 : Emergency Purchase Authorization - R22)

TRANE Supply

QUOTATION

Trane U.S. Inc.
BUFFALO PARTS SUPPLY
2916 Walden Ave Ste 250
c/o Trane
Depew, NY 14043-2610
PH: 716-568-7590
buffalo@tranesupply.com

Order Number	
25776212	
Order Date	Page
03/17/2025 06:48:10	1 of 2

Quote Expires On: 04/16/2025

Prepared For:

TOWN OF AMHERST
RECREATION DEPARTMENT
1615 AMHERST MANOR DRIVE
WILLIAMSVILLE, NY 14221
USA

Ship To:

TOWN OF AMHERST
2916 Walden Ave Ste 250
c/o Trane
Depew, NY 14043-2610

Requested By: BRIAN BUSH, 716-998-9769

P21 ID: 1369160
Payment Terms: N30
National Account ID:

Internal Account: 4123687
Customer No: 655902

PO Number	*Ship Route*	*Quoted By:*
Northtown Ice R22		Peter Murphy

Unit Info: Make / Model / Serial

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price* / *Store Pickup*	*Extended Price* / *HazMat*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.* / *Weight*				
Pickup Location-BUFFALO PARTS SUPPLY, 2916 Walden Ave Ste 250, c/o Trane, Depew, NY, 14043-2610								
40	0	40	EA		R22-30	EA	810.75	32,430.00
Non-Returnable			1.0	30.00	REFRIGERANT; FOR SHIPMENT TO TRANE LOCAT IONS ONLY; FOR DIRECT SHIP PLEASE USE R22-30DS	1.0	Y	N
Pickup Location-BUFFALO PARTS SUPPLY, 2916 Walden Ave Ste 250, c/o Trane, Depew, NY, 14043-2610								
1	0	1	EA		FREIGHT	EA	200.00	200.00
Non-Returnable			1.0	0.00	FREIGHT & HANDLING	1.0	Y	N

Attachment: Attachment G - R22 (RES-2025-336 : Emergency Purchase Authorization - R22)

TRANE Supply

QUOTATION

Trane U.S. Inc.
BUFFALO PARTS SUPPLY
2916 Walden Ave Ste 250
c/o Trane
Depew, NY 14043-2610
PH: 716-568-7590
buffalo@tranesupply.com

Order Number	
25776212	
Order Date	Page
03/17/2025 06:48:10	2 of 2

Quote Expires On: 04/16/2025

Total Lines: 2

SUB-TOTAL	32,630.00
NEW YORK TAX	0.00
ERIE TAX	0.00
QUOTE TOTAL	**32,630.00**
U.S. Dollars	

This is a quote, not an invoice. Prices quoted are subject to change at any time. Tax is an estimate and is subject to changes in shipping address and applicable tax rates. Shipping and Handling charges will be applied if necessary at the time of the order. Quoted items are subject to availability and are not guaranteed to be in stock. Returned parts may be subject to restocking fees and special-order parts may not be returnable.

Trane Supply will hold your completed order for a maximum of 15 days. After 15 days your order will be subject to cancellation and the items will be returned to stock.

All purchases are subject to Trane Parts and Supplies terms of sale, www.trane.com/PartsTermsOfSale

Attachment: Attachment G - R22 (RES-2025-336 : Emergency Purchase Authorization - R22)

UNITED REFRIGERATION INC.

WHOLESALE DISTRIBUTORS
REFRIGERATION – AIR CONDITIONING
HEATING SUPPLIES & EQUIPMENT

Time: 10:01

****
* A C K N O W L E D G E M E N T - Quote Order *
****

BUFF United Refrigeration Inc.
72 Benbro Dr.
Cheektowaga NY 14225 (716)685-4535/

CUST#: 998608 SHIP TO: Order Date: 03/17/25 Whse: 0V5 ORDER#: 11395705-00

Placed By	Taken By	Salesrep Out	EPA Cert #
	dlm	CORP	need

BILL TO: FAX#:
United Refrigeration t/e
COD Reseller O
11401 Roosevelt Blvd
Philadelphia , PA 19154

SHIP TO:
United Refrigeration t/e
COD Reseller O
11401 Roosevelt Blvd
Philadelphia , PA 19154

Customer PO: town of amherst Special Instructions:

Ship Via: PICK-UP Request Date: 03/18/25 Ship Date: Terms: ** COD **

Line #	Product And Description	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty Um	Unit Price	Net Price
	********** ALL CASH SALES FINAL NO RETURNS ON ELECTRICAL ITEMS PER BRANCH MANAGER **********						
	need the correct account# also need a EPA card						
1	30r22 R-22 REFRIGERANT 30LB CYLINDER ********* HAZARDOUS MATERIAL *********	40			ea	1170.00000	46800.00

1 Lines Total

Total 46800.00
Invoice Total 46800.00
** NOT AN INVOICE OR RECEIPT **

** This Quote Will Expire On: 03/18/25 **

Quotations are based on the information provided to us which may or may not have been complete. Customer is responsible for reviewing this quotation for exclusions, deviations and any improper information supplied to us.
**********Subject to Credit Approval**********

Last Page

Attachment: Attachment G - R22 (RES-2025-336 : Emergency Purchase Authorization - R22)

QUOTATION

Meier Supply Co., Inc.
1684 Walden Avenue
Buffalo, NY 14225
USA
716-853-1291

Order Number	
5520608	
Order Date	Page
03/17/2025 10:05:26	1 of 1

Quote Expires On: 04/01/2025

Bill To:
CASH 09 HVAC C
1684 Walden Ave
Buffalo, NY 14225
USA

716-853-1291

Ship To:
CASH 09 HVAC C
1684 Walden Ave
Buffalo, NY 14225
USA

Customer ID: 112698

PO Number	*Job Name*	*Ship Route*	*Taker*
			JLANGWORTHY

Line	*Quantities* Ordered	Allocated	Remaining	*UOM* Unit Size	*Disp.*	*Item ID* / *Item Description*	*Pricing UOM* Unit Size	*Unit Price*	*Extended Price*
						Delivery Instructions: Town of Amherst			
1	10.00	0.00	10.00	CYL	1.0	R-22-30LB REFRIGERANT GAS R-22 30 LB. CYLINDER A Item	CYL 1.0	775.1938	7,751.94
2	20.00	0.00	20.00	CYL	1.0	R-22-30LB REFRIGERANT GAS R-22 30 LB. CYLINDER A Item	CYL 1.0	765.9314	15,318.63
3	40.00	0.00	40.00	CYL	1.0	R-22-30LB REFRIGERANT GAS R-22 30 LB. CYLINDER A Item	CYL 1.0	750.7508	30,030.03

Total Lines: 3

SUB-TOTAL:	53,100.60
TAX:	4,646.30
AMOUNT DUE:	**57,746.90**
U.S. Dollars	

* Quotes are valid for 15 days * No returns on special order or non-stock items *
* Credit terms are subject to Meier Supply Company credit department approval *
* 15% re-stock charge applies to return of stock items *

12.16.2014 - 05:21:15

Attachment: Attachment G - R22 (RES-2025-336 : Emergency Purchase Authorization - R22)

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30208 **RESOLUTION 2025-337** **ADOPTED**

Ermergency Purchase Authorization - Boiler

Authorize the emergency purchase of a boiler for the Northtown Center at Amherst.

3/24/2025
Consent

FINANCIAL IMPACT:

A 7253.4220: $21,072.32

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

Attachment G
TOWN OF AMHERST-EMERGENCY PURCHASE(S) DOCUMENTATION FORM

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML, §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 3/18/25 (proposed)
2. Date of Town Board work session where Board is notified: 3/24/25
3. Date you received approval from the Supervisor: 3/18/25 BK
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (Attach additional detail if necessary): $21,072.32 – new boiler
5. Is there adequate funding in your current operating budget to cover this purchase? Yes
   Identify budget Org/Object: A7253.4220
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: Boiler went down over the weekend due to a small electrical fire.
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so. Quotes were received from FW Webb, Erb and VP Supply Corp.
8. Department Head Signature: Mary Diana Quinn Date: 3/18/25

CC: Town Board
Town Attorney
Contract Compliance & Administration

For Contract Compliance & Administration Use Only	
Date of Town Board Resolution:	Emergency Purchase Tracking/Res #:

Attachment: Attachment G - Boiler (RES-2025-337 : Ermergency Purchase Authorization - Boiler)

Northtown Center at Amherst - Emergency Boiler Replacement

Quote Tabulation / March 18, 2025

Town of Amherst Youth & Recreation Department

No.	Vendor	Bid Bond (Y / N)	Base Bid/Quote	Alternate Bid/Quote	Totals
1	F.W. Webb	N/A	$ 21,186.29	$ -	$ 21,186.29
2	ERB Supply	N/A	$ 25,295.15	$ -	$ 25,295.15
3	VP Supply	N/A	$ 66,687.91	$ -	$ 66,687.91
4			$ -	$ -	$ -
5			$ -	$ -	$ -
6			$ -	$ -	$ -
7			$ -	$ -	$ -
8			$ -	$ -	$ -
9			$ -	$ -	$ -
10			$ -	$ -	$ -

Documents Required		
1	Bid / Quote Tabulation ☑	
2	Contract ☐	
3	Addendum to Contract ☐	
4	Certificate of Liability Insurance ☐	
5	Certificate of Workers Compensation Insurance ☐	
6	Certificate of Disability Insurance ☐	
7	Supporting Bid / Quote Documents ☐	
8	Iran Divestment Act ☐	

Submitted by: Eric W. Guzdek

Eric W. Guzdek

Date: March 18, 2025

Attachment: Attachment G - Boiler (RES-2025-337 : Ermergency Purchase Authorization - Boiler)

F.W. WEBB COMPANY

595 Hague St
Rochester, NY 14606
Phone: 585-546-4656 Fax: 585-546-5741

This is your **Quotation** from F.W. Webb Company.
Please review the products listed on this quotation for accuracy and completeness.

Quotation number:
89989752

Quote Date :
03/17/2025

Ship to:
Rochester Preferred Customer(cod)
595 Hague St
Rochester, NY 14606
585-546-4656

Bill to:
Rochester Preferred Customer(cod)
595 Hague St
Rochester, Ny 14606
585-546-4656

Cust.Nbr:	Customer PO:	Rel:	Job:	Quoted By:	Requested:
217075	**NORTHTOWN ICE RINK**			**HOVEY**	**03/17/2025**

Quantity	Description	Net Price	Total
1	**Lochinvar LOCAWH0650NPM** Wtr Htr Armor Comm Cond Pmp Nat 600k Btu	$21,072.320	**$21,072.32**
1	**PurePro PROPP100** Cond Neu 1000k Btu 3/4" Mnptx3/4" Fnpt 4 IN STOCK	$113.970	**$113.97**

Subtotal	$21,186.29
Shipping	$0.00
Handling	$0.00
Tax	~~$1694.90~~
Total	~~$22,881.19~~

Thank you for the opportunity to provide product pricing to meet your business needs.
Please visit our website for additional products or information http://www.fwwebb.com
This Quotation is valid for 10 days after the above Quote Date.
* Restocking fees may apply on any Special Order Items.

Please Note: This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

Attachment: Attachment G - Boiler (RES-2025-337 : Ermergency Purchase Authorization - Boiler)

QUOTATION

ERB COMPANY
Superb Service Since 1906

1400 Seneca Street
Buffalo, NY 14210
716-825-1400
www.ErbCompany.com

Order Number	
1327584	
Order Date	Page
03/15/2025 11:36:37	1 of 1

Quote Expires On: 04/14/2025

Bill To:
Town Of Amherst Youth & Rec Dept
1615 AMHERST MANOR
WILLIAMSVILLE, NY 14221-2321
US

Ship To [*13094*]:
Town Of Amherst Youth & Rec Dept
1615 AMHERST MANOR
WILLIAMSVILLE, NY 14221-2321
US

Customer ID: 13094

Requested By: BRIAN BUSH

PO Number	*Ship To*	*Taker*
boiler RFQ 2 ea 400K	Town Of Amherst Youth & Rec Dept	TWALLMEYER

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				
					• *DUE TO THE VOLATILITY OF DOMESTIC AND FOREIGN MARKETS, PRICING SHALL BE CONSIDERED A GUIDELINE AND SUBJECT TO CHANGE WITHOUT NOTICE PER MARKET CONDITIONS.*			
					Delivery Instructions: QUOTE FOR EMERGENCY BOILER REPLACEMENT, UNITS ARE AVAILABLE			
2.00	0.00	2.00	EA	1.0	XXLAARSXTR031725 LAARS NT2V0399NXXX1 VOL WATER HEATER CONDENSING HIGH EFFICIENCY NEOTHERM ASME NSF-61 115VAC 10-1 TD	EA 1.0	11,987.3500	23,974.70
2.00	0.00	2.00	EA	1.0	GRF000450 GRUNDFOS UPS43-100SF 3-SPEED 1/2HP STAINLESS CIRCULATOR 120V 95906638	EA 1.0	660.2256	1,320.45

Total Lines: 2

SUB-TOTAL:	25,295.15
TAX:	0.00
AMOUNT DUE:	**25,295.15**
U.S. Dollars	

* No returns on special order or no-stock items
* Credit terms are subject to Erb Co., Inc. credit dept. approval
* 20% re-stock charge applies to return of stock items

Attachment: Attachment G - Boiler (RES-2025-337 : Ermergency Purchase Authorization - Boiler)

P R I C E Q U O T A T I O N

VP Supply Corp - Buffalo
2200 Harlem Road
Cheektowaga, NY 14225
716-895-2800

Page : 1

Printed At : 11:45:18 17 MAR 2025

Quote Date	Quote No.	Quote Expiration Date	Writer	Slsm	WH
03/17/25	3802395	04/16/25	JRH	ROC	4

Quoted To:TOWNOFAMHE

TOWN OF AMHERST
1100 N. FOREST RD.
WILLIAMSVILLE, NY 14221

Ship To:TOWNOFAMHE

TOWN OF AMHERST
1100 N. FOREST RD.
WILLIAMSVILLE, NY 14221

DHW STORAGE

Ln		Order Quant		EDP Code / Description	Net Price	UM	Ext Price
				Customer Contact: BRIAN BUSH			
1		1		FTX725N FTXL 725 MBTUH FIRETUBE BOILER	18308.311	EA	18308.31
2				(STOCK IN BUFFALO)			
3							
4		1		100374577 COND NEUT KIT 850K REPLACES 100112381 SAME AS 100112381 SAME AS 100289340	95.175	EA	95.18
5		1		98126800 MAGNA3 40-80 CI 115V DO NOT USE GF15/26 ISO FLANGES	1673.352	EA	1673.35
6		2		41407HV-RF400 2" IPS RND ISO W/ROT FLANGE HIGH VELOCITY, W/NUTS & BOLTS (SOLD PER EACH)	126.877	EA	253.75
7							
8				SUBTOTAL LINE			20330.59
9							
10							
11		1		AWH0650NPM 650MBH HIGH EFF WTR HTR	20598.195	EA	20598.20
12				(4-WEEK LEAD TIME)			
13							
14		1		AWH0800NPM 800K 98% ARMOR WATER HEATER	25759.119	EA	25759.12
15				(STOCK IN CHICAGO)			
16							
17				** PLUS FREIGHT **			

Net Amount	$66,687.91
Tax	$0.00
Quotation Total	$66,687.91

Attachment: Attachment G - Boiler (RES-2025-337 : Ermergency Purchase Authorization - Boiler)

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30221 **RESOLUTION 2025-338** **ADOPTED**

Youth Leadership Development Program - CRS #5382

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Amherst Youth Foundation for the 2025 Youth Leadership Development Program, pending satisfactory completion of the contract routing process.

3/24/2025
Consent

FINANCIAL IMPACT:

A 7145.4110: $62,155.00

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

TOWN OF AMHERST YOUTH & RECREATION DEPARTMENT

AGREEMENT dated this _____ day of _____, 20____, by and between the Town of Amherst, New York, a municipal corporation with offices in Amherst, New York, and the *Amherst Youth Foundation, Inc.* with offices at 5005 Sheridan Drive, Williamsville, NY 14221.

WITNESSETH

WHEREAS, the *Amherst Youth Foundation, Inc.* presently conducts Youth Services and

WHEREAS, the *Amherst Youth Foundation, Inc.* in cooperation with the Town of Amherst Youth & Recreation Department is desirous of operating a Youth Developmental Youth Service Project, and

WHEREAS, the town is a municipality eligible to receive reimbursement from the State of New York for sponsoring a Youth Service Project.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The Town will sponsor a Youth Service Project and pay to the *Amherst Youth Foundation, Inc.* a sum not to exceed *$62,155.00* annually for the operation of a Youth Developmental Youth Service Project and its facilities.

2. The amount paid by the Town in accordance with Paragraph 1 constitutes the Town's full obligation with regard to the agreement and all consequences arising therefrom, except that the Town shall be entitled to State Aid and reimbursement as sponsor of the project.

Attachment: Youth Leadership Development - AYF (RES-2025-338 : Youth Leadership Development Program - CRS #5382)

3. The *Amherst Youth Foundation,, Inc.* agrees to operate a Youth Developmental Youth Service Project from *1 January 2025* to *31 December 2025* at the *Amherst Youth Foundation, Inc.* facilities, Amherst, New York.

4. The *Amherst Youth Foundation, Inc.* agrees to carry out the terms of this agreement in accordance with rules and regulations of the New York State Office of Children and Family Services and the Division for Youth Act, and that the project will be operated in compliance with all the laws of and the constitution of the State of New York.

5. The *Amherst Youth Foundation, Inc.* agrees to hire as its own employees any personnel required in conjunction with the operation of the Youth Developmental Youth Service Project.

6. The program will not discriminate against any applicant on the basis of color, national origin, disability, sex, or religion and will abide by all rules and regulations concerning discrimination and equal opportunity.

7. Except with regulation to duties normally accepted and imposed upon the *Amherst Youth Foundation, Inc.*, this agreement shall constitute the full and complete obligation of the parties thereto.

8. This agreement is contingent upon review and approval by the New York State Office of Children and Families of the Annual Project Application as amended thereto.

9. The Office of Children and Families and the Town of Amherst may specifically request return of any equipment purchased pursuant to this Agreement. At the

Attachment: Youth Leadership Development - AYF (RES-2025-338 : Youth Leadership Development Program - CRS #5382)

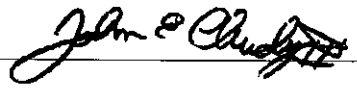
direction of the Office of Children and Family Services and the Town of Amherst, Contractor may retain custody of such equipment, provided it is continued to be used to benefit youth service programs.

10. Claims for expenditures made by the project should be submitted no later than 90 days past the end of the quarter in which they were incurred.

TOWN OF AMHERST
by

_____
Supervisor

AMHERST YOUTH FOUNDATION, INC.
by



President
Title

Attachment: Youth Leadership Development - AYF (RES-2025-338 : Youth Leadership Development Program - CRS #5382)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 161206430
HOUCK-SEWARD AGENCY
1940 EGGERT RD
AMHERST NY 14226

SCAN TO VALIDATE
AND SUBSCRIBE.

POLICYHOLDER	CERTIFICATE HOLDER
AMHERST YOUTH FOUNDATION INC 5005 SHERIDAN DR WILLIAMSVILLE NY 14221	TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B1415 485-0	665178	03/22/2024 TO 03/22/2025	4/5/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1415 485-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 15005101

U-26.3

Attachment: Youth Leadership Development - AYF (RES-2025-338 : Youth Leadership Development Program - CRS #5382)

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)
AMHERST YOUTH FOUNDATION INC
5005 SHERIDAN DR
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
716-633-6773

1c. Federal Employer Identification Number of Insured or Social Security Number
161206430

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
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL579812

3c. Policy effective period
01/01/2024 to 12/31/2025

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/15/2024 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: Youth Leadership Development - AYF (RES-2025-338 : Youth Leadership Development Program - CRS #5382)

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: Youth Leadership Development - AYF (RES-2025-338 : Youth Leadership Development Program - CRS #5382)

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

Francina J. Spoth
Town Clerk

Meeting: 03/24/25 07:00 PM
Department: Town Clerk
DOC ID: 30197

COMMUNICATION 2025-23 **REFERRED**

Notice of Claim: Dajon Tate Vs. Town of Amherst Et Al.

3/24/2025
Referred to Town Attorney

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

IN THE MATTER OF THE CLAIM OF:

DAJON TATE

Claimant,

-against-

NOTICE OF CLAIM

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST HIGHWAY DEPARTMENT
1042 North Forest Road
Williamsville, New York 14221

Respondents.

MAR 17 2025 PM2:5

PLEASE TAKE NOTICE, that Claimant, DAJON TATE, hereby intends to file a Claim against Respondents, the TOWN OF AMHERST and TOWN OF AMHERST HIGHWAY DEPARTMENT, and in support of said Claim states the following:

1. The Post Office address of Claimant, DAJON TATE, is

2. The attorneys for Claimant are Andrews, Bernstein & Maranto, PLLC, 420 Franklin Street, Buffalo, New York 14202, (716) 842-2200.

3. The time, place, and manner in which the Claim arose is as follows: On or about December 21, 2024, at approximately 12:00 a.m., Claimant, DAJON TATE, was walking along the sidewalk of 700 Robin Road, Amherst, New York 14228, when he was caused to slip and fall due to snow and ice which covered the sidewalk. Upon information and belief, Respondents, the TOWN OF AMHERST and/or the TOWN OF AMHERST HIGHWAY DEPARTMENT owns, operates, maintains,

Attachment: DOC031825-03182025085409 (COM-2025-23 : Notice of Claim: Dajon Tate Vs. Town of Amherst Et Al.)

inspects, repairs, and/or supervises the same thereof for the premises located at, about, and around 700 Robin Road, Amherst, New York 14228. A Google Maps ariel view of the approximate location of Claimant's fall is attached hereto as **Exhibit A**.

4. This incident was caused by the negligence, carelessness, recklessness, and disregard for the safety of the general public, including Claimant, DAJON TATE, of Respondents, the TOWN OF AMHERST and/or the TOWN OF AMHERST HIGHWAY DEPARTMENT, their agents, servants, and/or employees, as follows:

a. By causing, creating, and/or maintaining a dangerous, hazardous, and unsafe snow and ice condition in the subject area;

b. By failing to properly alert, warn, and/or caution members of the general public, including Claimant, DAJON TATE, of the dangerous, hazardous, and unsafe snow and ice conditions in the subject area;

c. By negligently failing to inspect the subject area for snow and ice conditions that would create dangerous, hazardous, and unsafe conditions for members of the general public, including Claimant, DAJON TATE;

d. By negligently maintaining the subject area so as to allow for the accumulation and continued existence of dangerous, hazardous, and unsafe snow and ice conditions in the subject area;

e. By negligently failing to undertake any actions to inspect, repair, remedy, fix, and/or correct the subject area of any dangerous, hazardous, and unsafe snow and ice conditions, thereby allowing for the continued existence of the conditions that caused Claimant, DAJON TATE, to slip and fall on snow and ice.

f. By negligently failing to recognize and appreciate the commonly known dangers that dangerous, hazardous, and unsafe snow and ice conditions pose to members

Attachment: DOC031825-03182025085409 (COM-2025-23 : Notice of Claim: Dajon Tate Vs. Town of Amherst Et Al.)

of the general public, including Claimant, DAJON TATE; and,

g. By negligently hiring, training, employing, and/or supervising any and all individuals, including Claimants' agents, servants, and/or employees, responsible for the ongoing inspection, maintenance, and care of the subject area.

5. This Claim is made for personal injuries, conscious physical and emotional pain and suffering, past, present, and future medical expenses, and consequential damages incurred by Claimant, DAJON TATE, as a result of the incident described above.

6. By virtue of the negligence, carelessness, recklessness, and disregard for the safety of the public, including Claimant, DAJON TATE, of Respondents, the TOWN OF AMHERST and/or the TOWN OF AMHERST HIGHWAY DEPARTMENT, their agents, servants, and/or employees, Claimant, DAJON TATE, was caused to suffer serious, significant, and permanent injuries as a result of this incident, including, but not limited to, injuries to his right arm, right side, low back, right leg, right knee, and right ankle.

7. Upon information and belief, Claimant, DAJON TATE, suffered other injuries and complications, the full extent of which have not yet been medically determined, as a result of this incident and by reason of the same, Claimant sustained damages in an amount which cannot be reasonably calculated or determined at this time.

8. By virtue of the negligence, carelessness, recklessness, and disregard for the safety of the public, including Claimant, DAJON TATE, of Respondents, the TOWN OF AMHERST and/or the TOWN OF AMHERST HIGHWAY DEPARTMENT, their agents, servants, and/or employees, Claimant, DAJON TATE, has incurred past, present and ongoing, and will incur future hospital, doctor, medical, and other expenses necessary and related to the incident complained of, the full amount of which cannot be reasonably calculated or determined at this time.

WHEREFORE, Claimant, DAJON TATE, respectfully presents this Claim to Respondents, the

Attachment: DOC031825-03182025085409 (COM-2025-23 : Notice of Claim: Dajon Tate Vs. Town of Amherst Et Al.)

TOWN OF AMHERST and the TOWN OF AMHERST HIGHWAY DEPARTMENT, and requests that Respondents, the TOWN OF AMHERST and the TOWN OF AMHERST HIGHWAY DEPARTMENT, adjust this Claim and compensate Claimant, DAJON TATE, for his injuries in an appropriate and timely manner.

Dated: Buffalo, New York
March 13, 2025

Yours, etc.,

ANDREWS, BERNSTEIN & MARANTO, PLLC

Steven J. Schrader, Esq.
Attorney for Claimant
420 Franklin Street
Buffalo, New York 14202
(716) 842-2200

Attachment: DOC031825-03182025085409 (COM-2025-23 : Notice of Claim: Dajon Tate 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: 03/24/25 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by:

DOC ID: 30243 **RESOLUTION 2025-339** **ADOPTED**

Request to Use Trust and Agency Funds

Suspension Item to Town Board Agenda of March 24, 2025

To: Deputy Supervisor Lavin

From: David Willer

Date: March 21, 2025

Re: Request to Use Trust and Agency Funds

We respectfully request approval to spend up to $1000 in Trust and Agency Funds, Account No. T4011-4002.

These funds were received from PEG Grant monies and will be used to purchase additional audiovisual equipment for the Council Chambers.

The account balance as of March 6, 2025 is $65,595.43.

3/24/2025
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Account No. T4011-4002

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