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, April 28, 2025 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Lieutenant John "Bones" Redenbach and Mark Bosch

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on April 28, 2025 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Shawn Lavin	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Steven Bengart	Town of Amherst	Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Laurie Stillwell	Town of Amherst	Director of Community Development	Present	
Emily Murphy	Town of Amherst	Assessor	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Daniel J. Ulatowski	Town of Amherst	Assistant Planning Director/ZEO	Present	

V. MINUTES APPROVAL

1. Monday, April 07, 2025

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Deputy Supervisor Lavin recognizes Fred and Anthony Cimato for their donation of property.

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2025-402

Parking Restriction on Steinway Court at Maple Road

A public hearing 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."

4/28/2025
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 7:04 PM.

Chris Schregel, Traffic-Safety Coordinator, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:07 PM.

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

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

2. Resolution 2025-403

Homecrest Drive and Hillcrest Drive All-Way Stop Intersection

A public hearing 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."

4/28/2025
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 7:07 PM.

Chris Schregel, Traffic-Safety Coordinator, presented.

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

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

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

3. Resolution 2025-404

A Local Law to Amend Chapter 175 of the Town of Amherst, Taxation (ADU Exemption)

AGENDA ITEM : APRIL 28th, 2025

TO: Town Board

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

DATE: April 23, 2025

RE: A Local Law Amending Chapter 175 of the Town of Amherst, Taxation

The above-referenced matter is scheduled for a Public Hearing on April 28, 2025 at 7:00 p.m. In this regard, kindly adopt a resolution authorizing the adoption of the attached Local Law.

Thank you.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item – April 28, 2025**)

4/28/2025
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.

Laurie Stillwell, Community Development Director and Liliana Visca, Planning Department Intern presented.

The following residents spoke:
Mary Jane Zak, 142 Bauman Rd
Jane Cox, 4584 Harlem Rd
Don Smith, 201 N Long St
Mike Kozelsky, 60 Fruehauf Ave
Sean Hopkins, 21 Forest Stream Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:49 PM.

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

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

4. Resolution 2025-405

Alienation of a Portion of 1265 Smith Road

AGENDA ITEM – APRIL 28th, 2025

TO: **Town Board**

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

DATE: **April 23, 2025**

RE: **NYS Legislature's Bill to Alienate A Portion of 1265 Smith Road**

Reference is made to Resolution 2025-351 (attached) scheduling the Public Hearing on the above alienation for April 28, 2025.

Reference is also made to Resolution 2024-1000 (attached) authorizing the alienation.

SEQR has already been completed and a Negative Declaration was issued October 16, 2024 (attached).

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments,* **Agenda Item – April 28th, 2025**)

4/28/2025
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 7:51 PM.

Daniel Ulatowski, Assistan Planning Director, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:54 PM.

RESULT:	**HEARING CLOSED**

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2025-406

SEQR Determination 1692 Maple Road, Z-2024-04

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality

Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board is deemed the Lead Agency for those actions which it has sole discretionary power, including but not limited to rezoning decisions and adoption of local laws, and be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 1692 Maple Road and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

RESOLVED, that the requirements of SEQR are now complete therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

4/28/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-343

Adoption of Local Law to Amend the Zoning Map 1692 Maple Road, Z-2024-04

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of February 20, 2025 that the proposed rezoning of 0.96± acres of land from Residential District Three (R-3) to Office Building District (OB) at 1692 Maple Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map subject to the following conditions, and be it further

. A thirty-foot (30') wide Permanent Open Space area shall be provided consisting of the northernmost portion of the project site for the purpose of providing a natural buffer for the benefit of the residential parcels directly north of the Project Site.

2. There shall not be any mechanical equipment including but not limited to air conditioning units, transformers, etc. located directly east of the principal

building on the project site.

3. High Impact Screening as defined in Section 7-2-4B of the Zoning Ordinance shall be provided along the eastern and northern boundaries of the Project Site. The Planning Board shall verify compliance with this Condition during its review of a Site Plan Application for the development of the project site.

4. Conditions 1 and 2 shall be subject to a Declaration of Restrictions to be recorded at the Erie County Clerk's Office. The content and form of the Declaration of Restrictions shall be reviewed and approved by the Town Attorney's Office and the Zoning Enforcement Officer prior to recording at the Erie County Clerk's Office.

RESOLVED, that pursuant to chapter 120, Section 120-4 of the Town of Amherst code (Highways-Controlled Access), this Town Board grants one driveway access onto Youngs Road in lieu of having a vehicular access to Maple Road for the subject site.

4/7/2025
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 7:31 PM.

Attorney Sean Hopkins presented.

The following residents spoke:
Don Smith, 201 N Long St
Dennis Hoban, 216 California Dr
John Trabert, 234 Mt Vernon Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the April 28th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:58 PM.

4/28/2025
A motion to approve 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

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. **9/11 Commemoration Committee**
   Membership is unlimited.
2. **Amherst Committee on Disabilities**
3. **Amherst Community Diversity Commission**
4. **Amherst Conservation Advisory Council**
5. **Amherst Government Financial Advisory Board**
6. **Amherst Industrial Development Agency**
   Membership is full.
7. **Amherst Veterans Committee**
8. **Arts & Culture in Public Places Board**
9. **Board of Assessment Review**
   Membership is full.
10. **Board of Electrician Examiners**
    Membership is full.
11. **Board of Ethics**
    Membership is full.
12. **Board of Plumbing and Drainage Examiners**
    Membership is full.
13. **Design Advisory Board**
14. **Employee Suggestion Program Merit Award Board**
    Membership is full.
15. **Employee Suggestion Review Committee**
16. **Energy Conservation Citizens Advisory Committee**
17. **Freedom of Information Law (FOIL) Board**
    Membership is full.
18. **Glen Park Joint Board**
19. **Historic Preservation Commission**
    Membership is full.

20. Information Technology Advisory Committee

21. Library Board of Trustees

22. Minority / Woman Owned Business

23. Open Government Advisory Board

24. Planning Board

Membership is full.

25. Recreation Commission

26. Recycling and Waste Committee

27. Senior Services Advisory Board

28. Traffic Safety Board

Membership is full.

29. Youth Board

Adult vacancies (6), Youth vacancies (0)

30. Zoning Board of Appeals

Membership is full.

X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 7:57 PM.

The following speakers addressed the Town Board:
Dan Gagliardo, Williamsville - Westwood
Shelly Schratz, 1952 Kensington Ave - lack of transparency & unfinished projects
Andrea Morgante, Getzville - Westwood
Mary Dormer, Getzville - proposed new Youth Center
Matt Plunkett, 299 Northill Dr - candidates speaking at Town Board meetings
Charles Herr, 29 Paul Dr - flooding & drainage
Dave Howard, 194 Roycroft Blvd - Northtown Center
Danne Farrell, Parkhaven Dr - condition of Maple Road
Rick Bosch, 60 E Maplemere Rd - condition of Maple Road
Zhen Liu, 115 Britannia Dr - Westwood
Grace Connor, Amherst - lack of transparency
Jennifer Snyder-Haas, 185 Fairways Blvd - Westwood

Jerry Schad, 199 Meadowview Ln - Westwood
Tom Frank, Main St - Amherst Central Park
Jane Cox, 4584 Harlem Rd - Westwood & Main Street Corridor Project
Mary Jane Zak, 142 Bauman Rd - remember to vote
Dennis Hoban, 216 California Dr - Westwood
Mike Kozelsky, 60 Fruehauf Ave - Resolution 2025-444
Jerry Suzzynski, 174 Brush Creek Rd - Resolution 2025-343
Stan Sliwa, 166 Cranburne Ln - Westwood
Don Smith, 201 N Long St - Westwood
Chris Drongosky, Mill St - Westwood
Kathy Aquilina, 215 Maple Rd - condition of Maple Road

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 9:11 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:

B. DEPUTY SUPERVISOR LAVIN:

1. Resolution 2025-407

Red Alert Upgrades

WHEREAS, the Amherst Central Fire Alarm Office utilizes Alpine Software, also known as Red Alert, for dispatching and record keeping; and

WHEREAS, the Amherst Central Fire Alarm Office has requested the addition of program modification to the dispatching software; and

WHEREAS, the additional modification would allow the Red Alert system to expand aiding in the preplanning of buildings.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the transfer not to exceed $1,200.00 from Avoidable Alarm Fund T2999.4002 to A3020.4110.

4/28/2025
Consent

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

2. Resolution 2025-408

Blazestack Fire Investigation Software Contract

WHEREAS, the Amherst Fire Inspectors Office proposes the renewal of the annual subscription of Blazestack Fire Investigation software contract for documentation and record keeping; and

WHEREAS the software does aid the Amherst Fire Inspector office in properly documenting and recording fire investigation reports.

NOW, THEREFORE, BE IT RESOLVED that the Town Board approves a transfer not to exceed $4,000.00 from Avoidable Alarm Fund T2999.4002 for the renewal of the Blazestack Fire Investigation Software contract.

4/28/2025
Consent

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

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

1. Resolution 2025-409

Set Public Hearing Date – Parking Restriction at Dead-End of Sierra Drive

Please schedule a public hearing on May 27, 2025 to establish a parking restriction during night hours completely around the dead-end of Sierra Drive.

"Parking is hereby restricted on all sides of the Sierra Drive dead-end, including the turnaround and parking areas, between the hours of 10 p.m. and 6 a.m. between the west property line of 254 Sierra Drive to west property line of 255

Sierra Drive. Total distance of the parking restriction is 485 feet as measured along the edge of pavement."

4/28/2025
Consent

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

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2025-410

License Agreement - 154 San Fernando Lane (Apuzzo)

AGENDA ITEM : APRIL 28th, 2025

TO: **Town Board**

FROM: **Nicole M. Burroughs, NYSCP, Supervising Paralegal**

DATE: **April 24, 2025**

RE: **Request for License Agreement (CRS #5471)**
Construction and Installation of Fence As Existed Previously (Replacement In Kind)
Property Located At:
154 San Fernando Lane, East Amherst, New York 14051

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement pending successful completion of the Contract Routing System (CRS).

The owners of the above-referenced property are seeking permission to construct and install a fence that would encroach into Town-owned utility easements, the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Engineering Department.

Thank you for your consideration.

NMB:hs

Attachment
c: Timothy Koller, Deputy Town Clerk, (*w/attachment*)
(**Agenda Item: April 28, 2025**)
Vaishali Reberholt, PE, Assistant Town Engineer (*w/attachment)*

4/28/2025
Consent

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

B. TOWN CLERK:

1. Resolution 2025-411

New Firefighter for Main-Transit Fire Department

New firefighter for the Main-Transit Fire Department lives in the Town of Amherst.

Logan Girdlestone
319 Evans Apt. 7
Williamsville, NY 14221

4/28/2025
Consent

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

2. Resolution 2025-412

New Firefighters for Swormville Fire Company

New firefighters that one lives in the Town of Amherst and one in the Town of Clarence but both reside within the Swormville fire district.

Zachary Granville
158 Primrose Ln

East Amherst, NY 14051

Michael Hora Jr.
8100 Lapp Rd
East Amherst, NY 14051

4/28/2025
Consent

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

3. Resolution 2025-413

Edmunds GovTech Software CRS #5440

Please authorize the Supervisor to sign the Annual Software & Support Agreement with Edmunds GovTech (CRS #5440) for the Town Clerk/Online Dog software. This agreement is valid from 5/1/2025-4/30/2026.

4/28/2025
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 2025-414

Fire Extinguisher Inspection and Repair CRS #5432

Please authorize the Supervisor to sign agreement between the Town of Amherst and Dival Safety & Supplies for Life to inspect and repair Town of Amherst fire extinguishers. CRS #5432.

4/28/2025
Consent

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

2. Resolution 2025-415

Parking Lot Paving Town Owned Parking Lots

WHEREAS, the Facilities/Building Maintenance Department received bids on April 10, 2025 for Parking Lot Paving at various Town Owned Parking Lots; and

WHEREAS, the bid process resulted in responses from eight (8) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to award this contract to J&D's Seal Tech Corp. in the amount of $85,400.00; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with J&D's Seal Tech Corp.; and

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

4/28/2025
Consent

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

3. Resolution 2025-416

Change Order Highway Garage Heaters CRS #5474

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $585.00.

During construction, it was found that additional materials and labor were required to complete the installation of the Unit Heaters. Additional work included replacement of existing breeching at the roof level and gas piping.

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

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

Thank you for considering this request.

4/28/2025
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 2025-417

Budget Transfers and Amendments

For April 28, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 04/23/2025
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:***
KP2101.4972 Construction Expense $49,700.00	KP2101.9005 Intrafund Transfers $49,700.00
To transfer funds from KP2101 Recreation Facility Improvements to KP2501 Paradise Park Restroom.	
T2023.4002 Rec Fees $34,000.00	T2023.9000 Interfund Transfers $34,000.00

To transfer funds from Trust Account Recreation Fees into KP2501 Paradise Park Restroom.

A1620.1000 Personal Services $13,600.00
A1620.8030 FICA $1,040.40
A1410.1000 Personal Services $13,600.00
A1410.8030 FICA $1,040.40
To transfer funds from Building Maintenance to Town Clerk for seasonal hire for records project.

B8560.4240 Shade Trees – Equip. Repairs $6,915.71
B8560.2600 Other Equip. $6,915.71
To transfer funds for purchase of Stump Grinder.

A1990.4000 Contingency $21,530.00
A8020.1000 Personal Services $20,000.00
A8020.8030 FICA $1,530.00
To transfer funds budgeted in contingency into Planning for Urban Renewal.

BUDGET AMENDMENTS – 2025

INCREASE: ***INCREASE***

N1042.05002 Em'ee HI Contribution $2,443,62
N1042.8050 Retirement $2,443.62
To recognize 4th quarter employee health insurance contribution for 2024.

N2423.02785 CDBG & VG- PI $71.48
N2423.4000 Contractual $71.48
N2440.02785 AMH HOME- PI $98.52
N2440.4000 Contractual $98.52
To recognize Community Development program income from 169 Hillcrest, Amherst.

KP2501.05009 Intrafund Transfers $49,700.00
KP2501.05031 Interfund Transfers $34,000.00
KP2501.4972 Construction Expense $83,700.00
To setup budget for Paradise Park Restroom for transfers KP2101 and T2023.

A3122.02410 Bailey Rentals $9,000.00
A3122.4220 Bldgs & Grounds $9,000.00
To recognize Bailey Ave rental revenue for Q1 2025.

A3125.04389 Federal Revenue $900,000.00
A3125.2550 Other Specialized Equip. $900,000.00
To setup the budget for COPS Technology & Equipment Program Grant per Res 2024-1028 grant award and Res 2025-397 Sole Services and Standardization of Communication Equipment.

4/28/2025
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2025-418

Extension of Town Wide Collision Contracts - CRS #5416, 5417 & 5418

WHEREAS, Delacy Ford (Original CRS #4037), Joe Basil Chevrolet (Original CRS #4038) and United Auto Group of WNY (Original CRS #4039) have agreed to hold pricing and extend their contracts for an additional two-year term;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contracts with Delacy Ford, Joe Basil Chevrolet and United Auto Group of WNY for the period of May 8, 2025 through May 7, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extensions with Delacy Ford, Joe Basil Chevrolet and United Auto Group of WNY.

4/28/2025
Consent

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

2. Resolution 2025-419

Award Bid #2025011 Tax Bill Processing - CRS #5431

WHEREAS, the Contract Compliance and Administration Department received bids on March 27, 2025 for Bid #2025011 Tax Bill Processing; 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 RDT Mail Corp.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with RDT Mail Corp.

4/28/2025
Consent

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

3. Resolution 2025-420

Award RFP #202503 Utility Audit Services - CRS #5473

WHEREAS, proposals were received on March 20, 2025 for RFP #202503 Utility Audit Services; and

WHEREAS, two (2) proposals were received and evaluated by Town representatives as per the attached RFP analysis sheet;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to Troy & Banks, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Troy & Banks, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we are looking to start the audit process as soon as possible.

4/28/2025
Consent

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

4. Resolution 2025-421

Award Bid #2025016 Building Department Vehicles - CRS #5472

WHEREAS, the Contract Compliance and Administration Department received bids on April 17, 2025 for Bid #2025016 Building Department Vehicles; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award Item 1a and 1b of this bid to Delacy Ford; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Building Department to trade in the four vehicles listed in the attached bid tabulation for a total trade in value of $55,000; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Delacy Ford.

4/28/2025
Consent

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

H. COURT:

1. Resolution 2025-422

Amherst Court Employees to Attend Drug Court Conference

Amherst Town Justice, Amherst Court Administrator, Drug Court Analyst and Bench Clerk to the Town Justice to attend RISE25 Drug Court Conference in Orlando, FL from 5/27/25 to 5/31/25 at a cost of $8,546.74.

4/28/2025
Consent

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

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2025-423

Authorization to Install One (1) Fire Hydrant 669 Youngs Road – SP-2024-04 TOA Project No. 2010.083A

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

During the course of construction associated with the above referenced project and in an effort to comply with all fire safety codes, the project developer is required to install one (1) additional fire hydrant onsite. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to accept this

installation. The Town shall pay the annual maintenance fee of $160.80 per fire hydrant for a total of $160.80.

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

Thank you for considering this request.

4/28/2025
Consent

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

2. Resolution 2025-424

Evergreen Terrace Subdivision – Street Lighting Energy Costs Town of Amherst Job# 2016.054A

The Town is currently proceeding with the installation of 187 post top street lights within the Evergreen Terrace Subdivision. As part of this project, electrical power for these fixtures will be sourced from various National Grid connection points located within the project boundaries.

In order to proceed with energizing the lights, National Grid requires formal confirmation that the Town will assume ownership, operation, and maintenance responsibilities for the new street lights, along with the associated energy costs.

Therefore, the Town's Engineering Department is requesting that the Town Board adopt a resolution affirming that the Town will accept ownership of the 187 newly installed post top street lights within the Evergreen Terrace Subdivision, be responsible for the ongoing operation and maintenance of these lights, and cover all associated energy costs through the Lighting Special District account E9997-4110.

Adoption of this resolution will satisfy National Grid's requirements and allow the Town to proceed with finalizing electrical connections and bringing the new street lighting system online.

4/28/2025
Consent

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

3. Resolution 2025-425

National Grid Power Corporation Electric Service Proposal and Grant of Easement Paradise Park Restroom Building - TOA Project No. 2015.024A CRS ID# 5403

As the new restroom building at the above facility requires the installation of a new electric service and power poles in order to provide electric power to the new building, we are requesting the Town Board to authorize the Supervisor to execute the attached Grant of Easement and Electric Service Proposal WR#31110511 at the above location in the amount of $4,964.00.

The funds for this proposed work are available from bond account KP2501.4972. May we have your approval for execution of the attached electrical service proposal?

Thank you for considering this request.

4/28/2025
Consent

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

4. Resolution 2025-426

Proposal for Design Services for Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration – C&S Engineers, Inc. PIN 5765.23; NYS Comptrollers Contract #D041556 Town of Amherst Job No. 2022.016A CRS ID# 5461

The Town of Amherst obtained Congestion Mitigation and Air Quality (CMAQ) funding for the reconfiguration of N. Bailey Avenue and Maple Road in the amount of $3,576,000.00. CMAQ is a Federal Highway Administration reimbursement program administered by the New York State Department of Transportation (NYSDOT).

Prior to obtaining this award, this office solicited fifteen (15) professional engineering firms on the Local Design Services Agreement (LDSA) list. Two (2) firms responded with an expression of interest and supplemental proposal. Qualifications were scored by committee in accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects. C&S Engineers was determined as the preferred design consultant after scoring was tallied.

We are in receipt of a proposal in the amount of $650,000.00 from C&S Engineers, Inc. to provide engineering design services including study & report, preliminary design, final design, right-of-way incidentals, and bidding/negotiation phases. The design fee is 80% reimbursable through the CMAQ federal-aid funding. The remaining 20% local share must be provided by the Town of Amherst in order to participate in this program and as committed by State Local Agreement, Town Board Resolution 2024-917.

At this time, we request the Town Board approve the expenditure of the above-described proposal by C&S Engineers, Inc. at a total cost of $650,000.00, with the Town's share being $130,000.00. Funding is available from account KP2519 with the local shares sourced from Boulevard Central District Mitigation Funds. Thank you for considering this request.

4/28/2025
Consent

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

5. Resolution 2025-427

Award of Bid – the Peyton Barlow Co., Inc. – General Contract Paradise Park Restroom Building TOA Project No. 2015.024A

On March 13, 2025, bids were received for the above referenced project. After review of the six (6) bids received (bid tabulation attached), we recommend award of this contract to The Peyton Barlow Co., Inc., 360 Delaware Ave. Suite 300, Buffalo, NY 14202, in the amount of $632,000.00 to include the Base Bid. This bidder has agreed to extend their bid in order to accommodate this award.

Funding for this contract shall be from project account KP2501.4972 as we are additionally requesting that the following funds be transferred and consolidated into capital account KP2501.4972 so that all costs associated with this project are combined:

Account KP2101.4972	$ 49,700.00
Recreation Fees T2023	$ 34,000.00

Thank you for considering this request.

4/28/2025
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 2025-428

Maintenance Materials Bid

The Highway Department respectfully requests that the Purchasing Maintenance Materials bids, Section 1 through 8, be awarded to the lowest bidders within specifications as follow:

SECTION 1: AGGREGATE MATERIAL, PLANT MIXED ASPHALT CONCRETE, PATCHING MATERIAL, HAULING AND LIQUID BITUMINOUS MATERIAL:

1-1	CRS# 5443	COUNTY LINE STONE CO INC
1-2	CRS# 5445	HOLCIM QUARIES NY, INC
1-3	CRS# 5446	NEW ENTERPRISE STONE AND LIME COMPANY (NESL)
1-4	CRS# 5447	CAMBRIA ASPHALT PRODUCTS INC
1-5	CRS# 5448	SUIT-KOTE CORPORATION

SECTION 2: No Bids

SECTION 3: GRASS SEED, TOPSOIL, SANDY LOAM, SOD, BALL DIAMOND MIXES AND FIELD MATERIALS, ENGINEERED WOOD FIBER (EWF) ANSD RUBBERIZED SAFETY MATERIALS (CHIPS) FOR PLAYGROUNDS:

3-6	CRS# 5449	LAKESIDE SOD SUPPLY COMPANY
3-7	CRS# 5450	LEO BRENON TOPSOIL
3-8	CRS# 5451	CAMBRIA ASPHALT PRODUCTS INC
3-9	CRS# 5452	WILLOW CREEK FARM

SECTION 4: MILLING:

4-10	CRS# 5453	MUNICIPAL MILLING AND MAINTENANCE LLC

SECTION 5: CRACKFILL, SEALER, TRACK COAT:

5-11, 12	CRS# 5454	SUIT-KOTE CORPORATION
5-13	CRS# 5455	AMHERST SEALER INC

SECTION 6: ROAD RESURFACING:

6-14 CRS# 5456 D&H PAVING LLC
6-15 CRS# 5457 J&D SEAL TECH CORPORATION

SECTION 7: CURBING & ADA, DRIVEWAYS, CURB CUTTING:
7-16, 17 CRS# 5458 CVF INC
7-18 CRS# 5459 MASTERS EDGE INC

SECTION 8: ROAD STRIPING
8-19 CRS# 5460 ACCENT STRIPE INC

Additional specifications and details are provided.

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the Amherst Town Supervisor to sign each contract listed above and approval of these contracts are contingent upon the successful completion of the Contract Routing System (CRS) and the Town Attorney approval.

4/28/2025
Consent

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

2. Resolution 2025-429

Highway Work Permit – ECWA – 68 Glen Meadow Drive S

Kindly adopt a resolution:

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

. Authorizing the Town Supervisor to execute the attached permit.

Thank you.

4/28/2025
Consent

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

3. Resolution 2025-430

Highway Work Permit – ECWA – 84 Fair Wood Drive

Kindly adopt a resolution:

- Authorizing the Highway Superintendent to both execute and issue the attached permit; and
- Authorizing the Town Supervisor to execute the attached permit.

Thank you.

4/28/2025
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2025-431

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department. Effective April 29, 2025, Temporary, $15.50 ph, Step 1 for Hailee Frankhauser.

4/28/2025
Consent

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

2. Resolution 2025-432

Leave of Absence Without Pay/Police Department

Please authorize a Leave of Absence Without Pay for Military Duty to Jacob Wixom, Police Officer in the Police Department. Effective April 16, 2025 through September 30, 2025.

4/28/2025
Consent

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

3. Resolution 2025-433

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department. Effective April 29, 2025, Temporary, $15.50 ph, Step 1 for Alexandria Garbarino.

4/28/2025
Consent

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

4. Resolution 2025-434

Extended Sick Leave of Absence Without Pay/Youth & Recreation

Please authorize an Extended Sick Leave of Absence Without Pay to an employee at the Youth & Recreation Department. Effective April 26, 2025 through April 25, 2026.

4/28/2025
Consent

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

5. Resolution 2025-435

Deputy Town Clerk/Town Clerk

Please appoint a Deputy Town Clerk to the Town Clerk's Office. Effective April 29, 2025, at an annual salary of $67,271.43, Grade 5, Step H of the Exempt Non-Department Head Salary Schedule for Ashley Brownson.

4/28/2025
Consent

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

6. Resolution 2025-436

Police Officer/Police Department

Please appoint a Police Officer to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII(c). Effective April 29, 2025 at an annual salary of $69,522 for Jeffrey O'Donnell.

Please authorize a six (6) month residency waiver.

Replacing an employee who retired.

4/28/2025
Consent

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

7. Resolution 2025-437

Maintenance Worker/Engineering-Plant #16

Please appoint a Maintenance Worker to the Engineering Department-Plant #16. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 29, 2025 at an hourly rate of $20.63, Grade II, Step 1 for Richard Mudd.

Contingent upon completing all pre-employment requirements.

4/28/2025
Consent

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

8. Resolution 2025-438

Clerk- PT/Planning Department

Please appoint a Clerk - PT to the Planning Department. Effective April 29, 2025, Temporary, $18.00 ph for Gregory Dionne.

Contingent upon completing all pre-employment requirements.

4/28/2025
Consent

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

O. INFORMATION TECHNOLOGY:

1. Resolution 2025-439

Request to Use Trust and Agency Funds - Account No. T4011-4002

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 6th, 2025 is $65,595.43.

4/28/2025
Consent

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

2. Resolution 2025-440

Piggyback through PEPPM with ViewSonic Corporation CRS #5407

AGENDA ITEM : APRIL 28th, 2025

TO: **Town Board**

FROM: **David Willer, Director of Information Technology**

DATE: **April 9th, 2025**

RE: **Piggyback through PEPPM with ViewSonic Corporation, CRS #5407**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Agreement pending successful completion of the Contract Routing System.

Thank you.

4/28/2025
Consent

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

3. Resolution 2025-441

Piggyback through PEPPM with Trafera, LLC CRS #5441

AGENDA ITEM : APRIL 28th, 2025

TO: **Town Board**

FROM: **David Willer, Director of Information Technology**

DATE: **April 10th, 2025**

RE: **Piggyback through PEPPM with Trafera, LLC CRS #5441**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Agreement pending successful completion of the Contract Routing System.

Thank you.

4/28/2025
Consent

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

4. Resolution 2025-442

Update Computer and Mobile Device Usage Policy - 2025 V1

WHEREAS, the Town Board of the Town of Amherst previously adopted a *Computer Usage Policy* on May 16, 2005; and

WHEREAS, the Town Board subsequently revised and adopted a *Computer and Mobile Device Usage Policy* in December 2024; and

WHEREAS, adherence to the provisions of said policy by Town employees is essential to the efficient and secure operation of Town functions and furthers the Town's commitment to delivering secure, responsive, and cost-effective services to its residents; and

WHEREAS, the proposed updated *Computer and Mobile Technology Usage Policy* has been reviewed and endorsed by the Human Resources Department, the Town Attorney's Office, and the Amherst Information Technology Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Amherst hereby approves and adopts the updated *Computer and Mobile Technology Usage Policy*; and

BE IT FURTHER RESOLVED, that all Department Heads shall be responsible for notifying and disseminating the updated policy to their respective staff; and

BE IT FURTHER RESOLVED, that the Information Technology Department shall make the updated policy available on the Town's internal intranet system for access and distribution—whether in printed or electronic form—to all users of Town-issued computer or mobile technology equipment.

4/28/2025
Consent

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

5. Resolution 2025-443

Microsoft 365 Pilot Implementation Agreement (CRS #5466)

AGENDA ITEM : APRIL 28th, 2025

TO: **Town Board**

FROM: **David Willer, Director of Information Technology**

DATE: **April 28th, 2025**

RE: **Microsoft 365 Pilot Implementation Agreement**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Agreement pending successful completion of the Contract Routing System.

Thank you.

4/28/2025
Consent

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

P. PLANNING:

1. Resolution 2025-444

Town Acceptance of the Main Street Corridor Study

WHEREAS, the Town Board initiated the preparation of the Main Street Corridor Study to examine traffic conditions and circulation opportunities in the Eggertsville and Snyder areas and to inform planning for Main Street; and

WHEREAS, the Study considers traffic, circulation and parking concerns along the portion of Main Street that begins at the intersection of Bailey Avenue and extends to the intersection of the Interstate-290 and Main Street, traversing both the Snyder and Eggertsville neighborhoods; and

WHEREAS, the Town contracted with Dover Kohl & Partners and Creighton Manning Engineering on October 17, 2023 and December 21, 2023 respectfully to complete the Main Street Corridor study; and

WHEREAS, the Main Street Corridor Study featured public meetings to elicit public comment, conducted an online survey, and included a presentation of the Study Report at a Town Board Work Session on September 16, 2024; and

WHEREAS, the Town Board recognizes the interdependent relationship between Main Street and the valued character of Eggertsville and Snyder including the importance of maintaining a healthy and mature tree canopy along the corridor, and

WHEREAS, the Main Street Corridor Study is complete and should serve as a guiding document with strategies and actions to enhance the relationship between Main Street and the surrounding neighborhoods and improve mobility along the corridor, now therefore be it

RESOLVED, that the Town Board accepts the Main Street Corridor Study, authorizing and encouraging Town Departments to use it as a guide and resource to support traffic safety initiatives and transportation planning along Main Street, and to inform design and reconstruction efforts that may be undertaken by the Town and other agencies in the future.

4/28/2025
Consent

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

2. Resolution 2025-445

To Authorize the Supervisor to Request an "Exception" to a Conflict of Interest from the HUD Buffalo Field Office for an Employee Working with the Community Development Program

WHEREAS, the Community Development Program, managed by the Amherst Planning Department administers a First-Time Homebuyer Program funded by Federal U.S. Department of Housing and Urban Development (HUD) funding; and

WHEREAS, an employee of the Community Development Program would like to apply to the First-Time Homebuyer Program, and their employment position is considered "covered" by HUD and subject to HUD's Conflict of Interest regulations (24 CFR §92.356); and

WHEREAS, the employee has very limited involvement with the First-Time Homebuyer Program and does not have decision-making authority regarding the program; and

WHEREAS, Federal Regulations allow the Town of Amherst to request an exception from HUD to a potential conflict of interest for covered persons per 24 CFR §92.356 by formally requesting an exception; disclosing the nature of the conflict to the public; and receiving a favorable opinion from the Town Attorney that the exception would not violate State or Local Law; and

WHEREAS, a Town Attorney's Office opinion states that there is no State or Local law, nor the Town Code of Ethics, that prohibits town employees from receiving the same program benefits as a Town resident; now therefore

BE IT RESOLVED, the Town Board of the Town of Amherst authorizes the Supervisor to submit a letter to the HUD Buffalo Community Planning and Development Office requesting an exception to the conflict of interest for the employee of the Community Development Program to participate in the Program.

4/28/2025
Consent

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

Q. POLICE:

1. Resolution 2025-446

Temporary Access Agreement Use of Amherst Police Department Community Policing and Training Facility United States Naval Sea Cadet Corps. (CRS #5426)

TOWN BOARD AGENDA ITEM : APRIL 28, 2025

TO: **Town Board**

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

RE: **Temporary Access Agreement**
Use of Amherst Police Department Community Policing and Training Facility: United States Naval Sea Cadet Corps. (CRS #5426)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and United States Naval Sea Cadet Corps., 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: April 28, 2025)**

4/28/2025
Consent

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

2. Resolution 2025-447

Memorandum of Understanding: Emergency Vet Services for Seized Animals VCA Blue Cross Animal Hospital of Amherst (CRS #5433)

TOWN BOARD AGENDA ITEM : APRIL 28, 2025

TO: **Town Board**

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

RE: **Memorandum of Understanding: Emergency Vet Services for Seized Animals**
VCA Blue Cross Animal Hospital of Amherst (CRS #5433)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached MOU between the Town of Amherst (Police) and the VCA Blue Cross Animal Hospital of Amherst, with regard to the above-entitled matter. This MOU has successfully completed the Contract Routing Process.

Thank you.

SPC: msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: April 28, 2025)**

4/28/2025
Consent

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

3. Resolution 2025-448

Travel & Training Request Explosives Breaching Training Course

TOWN BOARD AGENDA ITEM : APRIL 28, 2025

TO: **Town Board**

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

RE: **Travel & Training Request**
Explosives Breaching Training Course

Kindly adopt a Resolution authorizing six (6) ERT Officers to attend the above entitled training course. This course is being held in Byhalia, Mississippi from May 11, 2025 through May 17, 2025. The cost for this training and travel is approximately $15,192.40.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: April 28, 2025)**

4/28/2025
Consent

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

4. Resolution 2025-449

G&G Fitness Purchase of Gym Equipment (CRS #5435)

TOWN BOARD AGENDA ITEM: APRIL 28, 2025

TO: **Town Board**

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

RE: **G&G Fitness**
Purchase of Gym Equipment (CRS #5435)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and G&G Fitness Equipment (CRS #5435) with regard to the above-entitled matter. Approval of this agreement is pending successful completion of the Contract Routing Process.

Thank you.

SPC:msl
Attachment

C: Tim Koller, Deputy Town Clerk **(Agenda Item: April 28, 2025)**

4/28/2025
Consent

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

R. SENIOR SERVICES:

S. SEWER/PLANT 16:

1. Resolution 2025-450

Travel Request Required Operator Training Courses

The Engineering Department is requesting approval to send four (4) employees to attend various courses held at the Environmental Training Center at SUNY Morrisville in Morrisville, NY from July through November 2025. The estimated cost with registration, lodging and per diem per each employee/course is listed below.

- Basic Laboratory Procedures in July and October 2025 at $7,453.96 for four (4) employees.
- Basic Operations in August 2025 at $7,456.16 for two (2) employees.
- Activated Sludge Wastewater Treatment Process in September and November 2025 at $6,512.36 for four (4) employees.

Funding for this request, totaling $21,422.48, will be available in accounts G9916-4850 and G9916-4040.

Thank you for considering this request.

4/28/2025
Consent

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

2. Resolution 2025-451

Contract Extension - Bid 2023018 Boiler & Cooling Water Treatment Services M.I.S. of America, Inc. CRS No. 5462

The Engineering Department is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with M.I.S. of America, Inc. The terms and conditions within the current contract, bid 2023018 Boiler & Cooling Water Treatment Services will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from May 22, 2025 through May 21, 2027.

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

Funds for this request are available in G9916-4960.

Thank you for considering this request.

4/28/2025
Consent

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

3. Resolution 2025-452

Change Order No. 1, Final Increase of $5,200 to CIR Electric WPCF: Building 13 UPS System Town of Amherst Project No. 2023.002A CRS #5464

The Engineering Department requests that the Town Board approve the above referenced change order which calls for a net increase in the contract price. This change order encompasses a cost reduction to delete the load bank test as well as a cost increase to cover 2 year warranty [total of 3 yrs.] associated with the new Building 13 UPS Unit, for a total net increase of $5,200.00 in contract price.

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

Funding for this request is available from the following source:

KP-2136-4972 $5,200.00

May we have your approval to award CIR Electric the above referenced Change Order? Thank you for considering this request.

4/28/2025
Consent

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

4. Resolution 2025-453

Change Order No. 2 Increase of $74,729 & Time Extension to Progressive Roofing Inc. WPCF: Roof System Improvements Town of Amherst Project No. 2016.002B CRS #5463

The Engineering Department requests the Town Board approve the above referenced change order, which calls for a $74,729.00 increase in the contract price, and a time extension in order to complete the work. The project substantial completion date of June 1, 2025 will be extended to July 31, 2025. This change order will cover the costs associated with the modifications to the wall panel connections, which is necessary for installing the new wall panels on Building No. 1. This item was unknown due to inaccurate as built information and until the existing wall panels were removed from the building during construction.

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

Funding for this request is available from the following source:

KP-2136-4972 $74,729.00

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

4/28/2025
Consent

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

5. Resolution 2025-454

Erie County Piggyback – Kenyon Pipeline Inspection LLC Cured-In-Place Pipe Lining Services CRS No. 5437

The Engineering Department is requesting that the Town Board authorize the extension of the piggyback Erie County contract No. 222253-02 with Kenyon Pipeline Inspection LLC for Cured-In-Place Pipe Lining services. The services of this contract will be utilized to re-line sections of the Town's sewer system. This contract will be valid through March 31, 2027.

Funding for this contract will be Town-wide and various and inclusive of a bond account KP2516-4972.

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

Thank you for considering this request.

4/28/2025
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 2025-455

Contract Extension - CRS #5439

Authorize the Supervisor to sign a contract extension between the Town of Amherst and Julie's Portable Toilets for portable toilet rentals from 3/20/25-3/19/27.

4/28/2025
Consent

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

2. Resolution 2025-456

Travel Authorization

Authorize Linda Groff and Eric Guzdek to travel to the USA Hockey Annual Congress in Denver, CO. All costs will be paid by the New York State Amateur Hockey Association.

4/28/2025
Consent

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

3. Resolution 2025-457

Rental Agreement (WNYRHL) - CRS #5475

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and WNY Roller Hockey League for the rental of NHL Rink #1 at the Northtown Center, pending successful completion of the contract routing process.

4/28/2025
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 2025-36

Request for Public Hearing - 3230 & 3238 Millersport Highway

Request from Sean Hopkins, Esq. for a public hearing with respect to the rezoning of 3230 & 3238 Millersport Highway from R-3 to MFR-4A.

This hearing has been scheduled for May 27th.

4/28/2025
Consent

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

2. Communication 2025-37

AAUW Buffalo Branch Request for Fee Waiver

AAUW Buffalo Branch is requesting a waiver from a Sign Permit Fee for their annual Book Sale. The Building Commissioner response is also attached.

4/28/2025
Consent

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

3. Communication 2025-38

Correspondence from Sean Hopkins, Esq. - 1692 Maple Road Rezoning

Letter from Sean Hopkins, Esq. regarding a project update on the proposed rezoning of 1692 Maple Road.

4/28/2025
Referred to Town Attorney & Planning

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

4. Communication 2025-39

Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road

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

4/28/2025
Referred to Town Attorney, Planning & Engineering

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

5. Communication 2025-40

Correspondence from Sean Hopkins, Esq. - 4780 Sheridan Drive

Letter from Sean Hopkins, Esq. regarding the formation of the "4780 Sheridan Drive Sewage Works Corporation" and "4780 Sheridan Drive Water Works Corporation".

4/28/2025
Referred to Town Attorney, Planning & Engineering

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

6. Communication 2025-41

Notice of Claim: Sheryl Lehsten Vs. Town of Amherst

4/28/2025
Referred to Town Attorney

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

7. Communication 2025-42

Notice of Claim: Xylina Ulloa Vs. Town of Amherst

4/28/2025
Referred to Town Attorney

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

8. Communication 2025-43

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

4/28/2025
Referred to Town Attorney

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

9. Communication 2025-44

Summons and Complaint: Richard S. Caito & Nicholas M. Scioli Vs. Town of Amherst

4/28/2025
Referred to Town Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

1. Resolution 2025-458

Public Improvement Permit No. 3151 Storm System – Romney Road Realignment 2023.011A/SP-1997-05_AS

Attached please find an application for a Storm System Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $21,456.60.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of one in the amount of $21,306.60 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3151.

Thank you for considering this request.

4/28/2025
Consent

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

2. Resolution 2025-459

Public Improvement Permit No. 3152 Paving & Curbing – Romney Road Realignment 2023.011A/SP-1997-05_AS

Attached please find an application for a Paving & Curbing Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $17,983.91.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of one in the amount of $17,833.91 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3152.

Thank you for considering this request.

4/28/2025
Consent

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

3. Resolution 2025-460

Public Improvement Permit No. 3153 Street Lighting – Romney Road Realignment 2023.011A/SP-1997-05_AS

Attached please find an application for a Street Lighting (& Traffic Signals) Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $34,809.00.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of one in the amount of $34,659.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3153.

Thank you for considering this request.

4/28/2025
Consent

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

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 1 unlisted item. The motion was seconded by Deputy Supervisor Lavin and unanimously approved 5-0. Suspension of Rules was opened at 9:16 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 9:17 PM.

1. Resolution 2025-461

Appointment of Interim Town Comptroller

Suspension to Town Board Agenda Item April 28, 2025

TO: Amherst Town Board

FROM: Councilmember Jacqualine Berger

DATE: April 24, 2025

RE: Appointment of Interim Town Comptroller

WHEREAS, Daryl Bramer has resigned from his position as Amherst Town Comptroller effective at the end of the business day on April 30, 2025,

NOW THEREFORE BE IT RESOLVED that Jennifer Adams be appointed Interim Town Comptroller, effective May 1, 2025, at an annual salary of $150,328.30 per the 2025 Exempt Department Head Salary Schedule at Grade 1, Step L.

4/28/2025
A motion to approve was made by Councilmember Berger, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

XVIII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 9:17 PM.

The following speakers addressed the Town Board:
Chris Drongosky, Mill St - Westwood & golf course
Andrea Morgante, Getzville - Resolution 2025-420
Jane Cox, 4584 Harlem Rd - Resolution 2025-439
Shelly Schratz, 1952 Kensington Ave - putting residents first
Don Smith, 201 N Long St - moving faster on projects
Matt Plunkett, 299 Northill Dr - Town Board members working for Erie County

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 9:36 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Berger and unanimously approved 5-0. The Town Board meeting of April 28, 2025 was adjourned at 9:36 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30347 **RESOLUTION 2025-402** **ADOPTED**

Parking Restriction on Steinway Court at Maple Road

A public hearing 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."

4/28/2025
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 7:04 PM.

Chris Schregel, Traffic-Safety Coordinator, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:07 PM.

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

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30348 **RESOLUTION 2025-403** **ADOPTED**

Homecrest Drive and Hillcrest Drive All-Way Stop Intersection

A public hearing 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."

4/28/2025
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 7:07 PM.

Chris Schregel, Traffic-Safety Coordinator, presented.

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

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

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30389 **RESOLUTION 2025-404** **ROLL CALL VOTE (ADOPTED)**

A Local Law to Amend Chapter 175 of the Town of Amherst, Taxation (ADU Exemption)

AGENDA ITEM : APRIL 28th, 2025

TO: **Town Board**

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

DATE: **April 23, 2025**

RE: **A Local Law Amending Chapter 175 of the Town of Amherst, Taxation**

The above-referenced matter is scheduled for a Public Hearing on April 28, 2025 at 7:00 p.m. In this regard, kindly adopt a resolution authorizing the adoption of the attached Local Law.

Thank you.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item – April 28, 2025**)

4/28/2025
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.

Laurie Stillwell, Community Development Director and Liliana Visca, Planning Department Intern presented.

The following residents spoke:
Mary Jane Zak, 142 Bauman Rd
Jane Cox, 4584 Harlem Rd
Don Smith, 201 N Long St
Mike Kozelsky, 60 Fruehauf Ave
Sean Hopkins, 21 Forest Stream Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:49 PM.

A motion to approve 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

Amherst

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

Brian J. Kulp
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

April 21, 2025

Agenda of April 28, 2025

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

Subject: Consideration of Adoption of Real Property Tax Law §421-P-ADU

Honorable Board Members:

Through administration of the Town of Amherst's Accessory Dwelling Unit (ADU) Pilot Program, Town staff have recognized an opportunity to further assist homeowners interested in developing ADUs. Based upon our experiences with the Program and consideration by several Town Departments, staff recommends the adoption of a new local law: Real Property Tax Law 421-P-ADU to support the development of accessory dwelling units (ADUs). The tax law features an exemption that will provide temporary relief from the property tax increases associated with construction of new ADUs. Further, it can incentivize diversification of the housing stock while lessening the cost burden of adding a unit to their property.

The proposed local law was drafted after an analysis of potential available exemption tools and was recommended by a committee made up of staff from the Planning Department, Building Department, Finance Department, Assessor's Office, and the Attorney's Office. Please see the attached summary outlining this process as well as the proposed draft local law.

At this time, I request the Town Board consider the proposed RPTL §421-P-ADU for adoption following public input received at the Public Hearing scheduled for **April 28, 2025 at 7:00 PM.** Thank you for your assistance with this matter.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Att.
X:\Special Projects \ADU Grant\ADU Property Tax Exemption/ FINAL_RPTL ADU Exemption_Package

Attachment: Planning Dept Cover Letter for ADU Exemption Law Adoption 4.21.25 (RES-2025-404 : A Local Law to Amend Chapter 175 of the

Attachment: ADU Local Exemption Law Final 4.28.25 (RES-2025-404 : A Local Law to Amend Chapter 175 of the Town of Amherst, Taxation

LOCAL LAW NO. ___-2025

TOWN OF AMHERST

COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Amending Chapter 175 of the Code of the Town of Amherst, Taxation

Be it enacted by the Town Board of the Town of Amherst as follows:

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 175 of the Code of the Town of Amherst, Taxation."

Section 2. Purpose

The purpose of this Local Law shall be to amend Chapter 175 of the Code of the Town of Amherst to include a property tax exemption for the creation of new accessory dwelling units per RPTL 421-P.

Section 3.

Chapter 175 of the Code of the Town of Amherst is amended by adding a new Article, Article XV, as follows:

Article XV Exemption for Accessory Dwelling Units

§ 175-67 Purpose

The purpose of this Local Law is to grant a temporary property tax exemption of capital improvements to residential new construction involving the creation of accessory dwelling units as defined in the Town of Amherst's Zoning Code, Chapter 203, Section 6-8-2.

§ 175-68 Exemption Schedule

Accessory dwelling units subject to § 421-P shall be exempt for a period of five years to the extent of 100% of the increase in assessed values attributable to the residential unit. In each of the subsequent three years the extent of such exemption shall be decreased by 25%, and in each of the subsequent two years the extent of such exemption shall be decreased by a further 10%.

§ 175-69 Qualifications for exemption

Only those persons and capital improvements meeting the requirements of § 421-P of the Real Property Tax Law shall be entitled to the exemption hereby provided.

§ 175-70 Severability

If any clause, sentence, section, or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgement shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, section, or part directly involved in the controversy in which such judgement shall have been rendered.

§ 175-71 Effective Date

This Local Law shall take effect immediately and be filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Section 130 of the Town Law and Chapter 28 of the Code of the Town of Amherst. and shall apply to assessment rolls completed on or after such effective date.

Francina J. Spoth, Town Clerk
Town of Amherst
County of Erie, New York

Attachment: ADU Local Exemption Law Final 4.28.25 (RES-2025-404 : A Local Law to Amend Chapter 175 of the Town of Amherst, Taxation

TOWN OF AMHERST

Proposal for a Local Real Property Tax Law: §421-P-ADU Exemption of capital improvements to residential new construction involving the creation of accessory dwelling unit

As demand for affordable and alternative housing options in the Town of Amherst continues to grow, accessory dwelling units (ADUs) have emerged as a viable strategy to address the demand without extensive development. Pursuant to Chapter 203, §2-4 and §6-8-2 of Town Code, ADUs are defined as independent residences that are "attached to or located on the same lot as a principal residential dwelling used for the living, sleeping, cooking, and bathroom facilities of individuals for a period of time longer than 6 months." A limit of one ADU is permitted per individual lot and the dwelling must be attached (except in zoning districts R-R, R-1, SA, and AG), as well as exteriorly complimentary to the principal structure.

The proposed Adoption of Real Property Tax Law section 421-P-ADU by the Town Board is a crucial step in supporting homeowners to decide to construct accessory dwelling units. The associated exemption offers temporary relief from the property tax increases associated with the improvement. By providing a tax exemption, the Town can support the growth of a sustainable housing model, enhance housing diversity, and increase overall livability in the community. These units can provide housing for a range of residents with benefits to the property owner, including:

a. Enabling residents to reside on the same property as elderly or special-needs family members while having their own living spaces.
b. Providing housing for a hired caregiver or other young professional.
c. Allowing fixed- or low-income homeowners to earn rental income.
d. Helping older homeowners remain independent and "age in place" with close community members.

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1. Background

Local efforts to increase homeowner ease in the construction of Accessory Dwelling Units arose from the Plus One ADU Program that was launched by NYS Homes and Community Renewal in May 2024. Through this program, the Town of Amherst was awarded $2 Million and partnered with Belmont Housing Resources for WNY. Participants in the program receive up to $125,000 toward the construction of an ADU on their single-family home. Households were required to meet the Basic Threshold Criteria, which notably included earning under 100% of the area median income.

Attachment: ADU Exemption Proposal - 4.21.25 FINAL (RES-2025-404 : A Local Law to Amend Chapter 175 of the Town of Amherst, Taxation

After two rounds of applicants to the ADU program in Amherst, approximately half of the grant funding has been awarded. Even with the state backing provided, the financial burden incurred by ADU construction is evident and remains a barrier for some awardees. Furthermore, Amherst does not expect that the state will continue the program in perpetuity. After it finishes, ADU construction will once again become inaccessible for many homeowners who want or need one, also limiting housing market diversification. Table 1 below outlines the current market's financing payment scenarios for construction of new ADUs at various sizes and with or without rental income received for the unit. As shown in Table 1, even with the program assistance and rental income accepted, ADU projects are expensive and will add significantly to household expenses. At this time majority of Amherst's ADU Pilot Program applicants have sought ADU assistance to host elderly or adult disabled children, and do not intend to or are unable to charge rent to cover the costs of the project. Given these market conditions, a clear need has been demonstrated for a targeted tax exemption to support ADU production, not only for current participants in the ADU Plus One program, but for all Town residents.

TABLE 1

ADU Financing Payment Scenarios

ADU Size	**500 sq. ft**	**600 sq. ft**	**700 sq. ft**	**800 sq. ft**
Loan Amount	*$165,000*	*$195,000*	*$225,000*	*$255,000*
Without ADU Grant Program				
Monthly Loan Payment Amount =	($1,915.79)	($2,264.12)	($2,612.44)	($2,960.77)
Less Rental Income of $1,200 =	($715.79)	($1,064.12)	($1,412.44)	($1,760.77)
With $125,000 ADU Grant Assistance				
Monthly Loan Payment Amount =	($464.43)	($812.76)	($1,161.08)	($1,509.41)
Less Rental Income of $1,200 =	$735.57	$387.24	$38.92	($309.41)

*Assumes $300/sq. ft. construction on a 10-year HELOC/Construction Loan at 7% (with $15,000 in soft costs included).

2. Exemption Preview

NYS Real Property Tax Exemption §421-P-ADU reduces property tax increases associated with the construction of an accessory dwelling unit over the course of a ten-year period. An outline of the law follows.

a. Eligible property must be exclusively residential for up to two families and remain so for the exemption period of 10 years.
b. The improvement that serves as the base for the exemption must result in one or more* additional residential dwelling units on the same parcel as the pre-existing residential building to provide independent living facilities for one or more persons. (*more than one ADU is not allowed on a single parcel per Amherst's Zoning Code).
c. The value of the improvement must exceed $3,000 and not be considered ordinary maintenance and repairs.
d. The market value of the property cannot increase more than $200,000 as a result of the ADU.

Attachment: ADU Exemption Proposal - 4.21.25 FINAL (RES-2025-404 : A Local Law to Amend Chapter 175 of the Town of Amherst, Taxation

e. During the exemption period, the property title cannot be transferred to anyone beside heirs or distributes of the owner. In this event, the exemption granted pursuant to section 421-P-ADU shall cease.
f. Construction of the ADU project must begin after the adoption of the local property tax exemption law goes into effect for a property to be eligible.
g. Following a five-year 100% exemption on the increase in the assessed value due to the accessory dwelling unit improvement, the exemption shall decrease 25% per year in the next three years and 10% in the final two years. The decreasing rate of the exemption is displayed in Table 2.

TABLE 2

Year of exemption	Percentage of exemption
1	100
2	100
3	100
4	100
5	100
6	75
7	50
8	25
9	15
10	5

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3. Housing Goals

The anticipated outcomes of Section 421-P-ADU align with and advance several of Amherst's Accessory Dwelling Unit Pilot Program housing goals:

a. **Generate additional housing options in the Town** by creating flexible units in areas where mixed housing types would complement the existing neighborhood.
b. **Keep low- and middle-income homeowners in place** by allowing them to earn additional income by renting underutilized parts of their property.
c. **Promote inclusive and supportive housing** for multi-generational households, including those seeking care for their elderly or special needs loved-one, while remaining in the house where they already live.
d. **Increase affordable housing options** by generating smaller housing units that may rent for below market value.
e. **Protect existing neighborhood character** while maximizing land use efficiency.

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4. Policy Evaluation

To support this proposal, an extensive review process was conducted of potential property tax exemptions the Town is eligible for, as well as discussions with other New York State municipalities who had either passed the exemptions evaluated or were in the late stages of doing so. Two other RPTL

Attachment: ADU Exemption Proposal - 4.21.25 FINAL (RES-2025-404 : A Local Law to Amend Chapter 175 of the Town of Amherst, Taxation

sections, 421-F and 421-P, were initially considered to support accessory dwelling unit development as well. Section 421-P-ADU was ultimately selected based upon the following rationale:

a. **Section 421-P-ADU offers a reasonable exemption to homeowners that could help justify the cost of construction without having a significant effect on the Town's revenue.**
    i. Section 421-F offers a reduced 8-year duration and lessened exemption value that may not offer enough support to low-income homeowners seeking ADU.
    ii. Section §421-p's extended 25-year duration and increased exemption value may be unnecessarily large for homeowners as well as place a strain on the Town's revenue without producing commensurate benefits.

b. **Section 421-P-ADU includes language specific to ADU construction alone and prohibits the exemption of other forms of residential improvements that may lawfully fall under 421-F and 421-P.**
    i. Section 421-F deems nearly any capital improvements made to residential properties as eligible for an exemption, such as building a swimming pool or updating a kitchen.

c. **Section 421-P-ADU corresponds with Amherst's zoning law regarding accessory dwelling units, which does not allow more than one ADU per individual lot.**
    i. Section 421-P is intended to result in the development of a property with ten or more residential dwelling units (i.e. multifamily), with strict income qualifications for renters. The law also requires that the improvement must take place on predominantly vacant or underutilized land, or land with substandard or unsanitary housing.

d. **The administrative effort of ensuring owner-occupancy or verifying income for section 421-P-ADU is warranted in order to achieve the goals of ADUs development in the Town.**
    i. Verifying compliance with the many occupancy guidelines associated with §421-P (multifamily version) creates an unwarranted administrative burden.

As part of the evaluation process, discussions were held with the Assessor of the City of Kingston, New York as well as with the Senior Planner in charge of housing within Ulster County, New York. These discussions provided insight to the process of adopting and implementing section 421-P-ADU. The City of Kingston adopted the law in August of 2024, while Ulster County remains in the late stages of adoption, postponed until approval is given by New York State verifying that certain local adjustments can be made to the law. The officials provided the following relevant information about §421-P-ADU:

a. The adoption of §421-P-ADU has not resulted in an overwhelming number of ADU applications or exemptions.
b. Administration of the law has been manageable for the Assessor's Office.
c. The §421-P-ADU application form is similar to the application for 421-F, which is not overburdensome to assemble.
d. Once approval for Ulster County is granted by New York State confirming the legality of additional local rental use criteria, all municipalities will be able to adopt adjustments. In the future, the Town of Amherst may adopt eligibility requirements if it sees fit.

Attachment: ADU Exemption Proposal - 4.21.25 FINAL (RES-2025-404 : A Local Law to Amend Chapter 175 of the Town of Amherst, Taxation

5. Case Study

A case study of a resident in Amherst can be used to illustrate the impacts of the adoption of section 421-P-ADU on homeowners as well as the Town's property tax collections. Consider a resident in the Amherst Central School District that is currently constructing an accessory dwelling unit at their primary place of residence:

a. The new, attached unit is planned to be 740 Sq. ft. and has an estimated construction cost of $207,250.
b. As a client in the Plus One Accessory Dwelling Unit Program, the resident is below 100% of the Area Median Income and therefore the recipient of a $125,000 grant towards ADU construction.
c. After the grant, $82,250 will be required in gap funding.
d. The improvement will add $59,125 to the currently assessed property value of $300,000.
e. As a resident within the Amherst School District, the property taxes on the parcel will increase 19.71%, from $6,900.00 to $8,259.88.
f. However, as the beneficiary of §421-P-ADU, the resident would be exempted from the property tax increase in its entirety for five years, then gradually progress to the full amount. * The case study's decreasing value of exemption is displayed in Table 3.

TABLE 3*

Year of Exemption	Percentage of exemption (%)	*Example Case: Exemption Amount ($)*	*Example Case: Taxes Owed ($)*
1	100	1,359.88	-
2	100	1,359.88	-
3	100	1,359.88	-
4	100	1,359.88	-
5	100	1,359.88	-
6	75	1,019.91	339.97
7	50	679.94	679.94
8	25	339.97	1,019.91
9	15	203.98	1,155.90
10	5	67.99	1,223.89
11	0	-	1,359.88

*The totals in this case study reflect the scenario in which county, school and local leaderships have all adopted §421-P-ADU.

Granting this exemption would lessen pressure on the homeowner to quickly recoup what was spent on gap funding, thereby allowing them to rent the ADU at an affordable rate to cover lender financing payments. If the homeowner planned to utilize the unit for an elderly family member and not charge rent, §421-P-ADU would also enable them to more easily afford this option. The exemption, although relatively small in the scope of the Town's tax collections, might enable homeowner's to afford to build the ADU, set a lower rent for their unit and also afford to maintain it over time.

Attachment: ADU Exemption Proposal - 4.21.25 FINAL (RES-2025-404 : A Local Law to Amend Chapter 175 of the Town of Amherst, Taxation

6. Conclusion

a. **Section 421-P-ADU balances community housing goals with tax revenue.** While §421-P-ADU is a modest exemption in the scope of the Town's tax revenue and only delays payment of an increase in property taxes, it could be significant enough to encourage a homeowner to construct an ADU on their property.
b. **Section 421-P-ADU is an investment in Amherst's housing stock.** For the wider community, the exemption offers several long-term benefits that include an increase in housing options, and sustainable land use and lifestyles.
c. **Accessory dwelling unit restrictions in the Town zoning code prevents misuse of the exemption,** such as short-term rental of the unit, absentee ownership of the property, and multiple household occupancy.
d. **The exemption assists targeted intended beneficiaries** such as the elderly or disabled who may not be able to receive/pay rent to support project financing.

Attachment: ADU Exemption Proposal - 4.21.25 FINAL (RES-2025-404 : A Local Law to Amend Chapter 175 of the Town of Amherst, Taxation

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30404 **RESOLUTION 2025-405** **HEARING CLOSED**

Alienation of a Portion of 1265 Smith Road

AGENDA ITEM – APRIL 28th, 2025

TO: **Town Board**

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

DATE: **April 23, 2025**

RE: **NYS Legislature's Bill to Alienate A Portion of 1265 Smith Road**

Reference is made to Resolution 2025-351 (attached) scheduling the Public Hearing on the above alienation for April 28, 2025.

Reference is also made to Resolution 2024-1000 (attached) authorizing the alienation.

SEQR has already been completed and a Negative Declaration was issued October 16, 2024 (attached).

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments,* **Agenda Item – April 28th, 2025**)

4/28/2025
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 7:51 PM.

Daniel Ulatowski, Assistan Planning Director, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:54 PM.

RESULT:	**HEARING CLOSED**

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

Francina J. Spoth
Town Clerk

Meeting: 04/07/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven Bengart**
Co-Sponsored by:

DOC ID: 30318 **RESOLUTION 2025-351** **ROLL CALL VOTE (ADOPTED)**

Assembly (A04030) and Senate (S03282) Bills to Alienate a Portion of 1265 Smith Road as Parkland

AGENDA ITEM – APRIL 7th, 2025

TO: **Town Board**
FROM: **Steven Bengart, Esq., Town Attorney**

DATE: **April 2, 2025**

RE: **NYS Legislature's Bill to Alienate A Portion of 1265 Smith Road**

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

WHEREAS, on September 16, 2024, the Town Board granted permission to Bell Atlantic Mobile Systems d/b/a Verizon Wireless to file a special use permit to obtain permission to construct a wireless communication tower at 1265 Smith Road (Resolution 2024-740); and

WHEREAS, the parcel is designated as parkland, limited in use by jurisdictional wetlands; and

WHEREAS, the parcel has remained vacant since its donation to the Town; and

WHEREAS, Resolution 2019-617 was amended to require the following forms in connection with the alienation process: (1) Parkland Alienation and Municipality Information Form; and (2) Statement of Lands Proposed as Replacement (attached); and

WHEREAS, the required forms and supporting documents should be posted on the Town of Amherst website and provided to Town of Amherst Town Board members for review and approval prior to submission to the State Legislature; and

WHEREAS, New York State Senator Sean Ryan and New York State Assemblywoman Karen McMahon have each sponsored the required legislation (A04030 and S03282 respectively) to alienate a portion of 1265 Smith Road; and

WHEREAS, New York State Law requires that the Town adopt a resolution approving the legislature's alienation legislation; and

WHEREAS, SEQR was completed on October 16, 2024 and a Negative Declaration issued; and

Attachment: Reso2025.351AlienationPH (RES-2025-405 : Alienation of a Portion of 1265 Smith Road)

WHEREAS, the Town Board reaffirms the attached Negative Declaration as approved by the Planning Department (Assistant Planning Director/ZEO) and Chairman of the Zoning Board of Appeals;

NOW, THEREFORE BE IT RESOLVED, that the Supervisor, with the assistance of the Town Attorney's Office and in conjunction with the New York State Legislature, is authorized to proceed with the alienation; and

BE IT FURTHER RESOLVED, that a Public Hearing be set for April 28, 2025 at 7:00 p.m. to take action on the above matter.

SB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments,* **Agenda Item – April 7th, 2025**)

4/7/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

Attachment: Reso2025.351AlienationPH (RES-2025-405 : Alienation of a Portion of 1265 Smith Road)

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

Francina J. Spoth
Town Clerk

Meeting: 12/16/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29791 **RESOLUTION 2024-1000** **ADOPTED**

Alienation of a Portion of 1265 Smith Road

AGENDA ITEM : DECEMBER 16TH, 2024

TO: **Town Board**

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

DATE: **December 11, 2024**

RE: **Alienation of a Portion of 1265 Smith Road**

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

WHEREAS, on September 16, 2024 this Board granted 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 to obtain permission to construct a 115 foot tall Wireless Communication Tower on Town owned land at 1265 Smith Road; and

WHEREAS, the parcel is designated as "Parkland" and is constrained by jurisdictional wetlands and has remained vacant since its donation to the Town; and

WHEREAS, the Town of Amherst seeks to "Alienate" a portion of the parcel in order to lease such area to Verizon Wireless for the construction of its wireless communications facility; and

WHEREAS, Verizon's feasibility study has demonstrated that the subject Town owned land will meet its radio frequency coverage and capacity needs for a serious gap in radio service coverage for a portion of north east Amherst; and

WHEREAS, the Town of Amherst is aware of a gap in cellular communications in portions of East Amherst, as its residents have expressed concern for lack of communications in emergencies, particularly for those residents which no longer have land lines for telephone communications; and

WHEREAS, on October 16, 2024 the Town of Amherst Zoning Board of Appeals granted a Special Use Permit and necessary waivers to permit the construction of Verizon's telecommunications facility; and

WHEREAS, the alienation process requires the approval of the New York State Legislature and the designation of alternative parcels as "Parkland" or the improvement of existing recreation facilities in a capital amount equal to the value of the alienated parcel;

NOW THEREFORE BE IT RESOLVED that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board reaffirms the attached Negative

Attachment: Reso2024.10001265Alienation (RES-2025-405 : Alienation of a Portion of 1265 Smith Road)

Declaration issued by the Amherst Zoning Board of Appeals attached hereto and made part of this resolution; and

BE IT FURTHER RESOLVED that the Town Board declares that that portion of 1265 Smith Road as described on the attached survey encompassing the lease area, access area and easements, currently owned and occupied by the Town of Amherst, be removed as parkland and other land owned by the Town of Amherst of equivalent recreational suitability and value located at 70 Tupelo Lane, a recent Town acquisition for a proposed neighborhood park be substituted as parkland in its place or that capital improvements to an existing recreation facility in the amount of the parcel's value be made; and

BE IT FURTHER RESOLVED that the Supervisor with the assistance of the Town Attorney's office is hereby authorized to take all necessary actions to effect this alienation procedure, including working with the New York State Legislature.

SAA:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item – December 16, 2024**)

12/16/2024
Consent

FINANCIAL IMPACT:

Financial impact will be positive in the form of a negotiated lease payment to the Town of Amherst from Verizon Wireless.

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

Attachment: Reso2024.10001265Alienation (RES-2025-405 : Alienation of a Portion of 1265 Smith Road)

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

Attachment: SEQRNegDec.1265SmithPortion-04022025130045 (RES-2025-405 : Alienation of a Portion of 1265 Smith Road)

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: SEQRNegDec.1265SmithPortion-04022025130045 (RES-2025-405 : Alienation of a Portion of 1265 Smith Road)

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

10/16/2024
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: SEQRNegDec.1265SmithPortion-04022025130045 (RES-2025-405 : Alienation of a Portion of 1265 Smith Road)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30407 **RESOLUTION 2025-406** **ADOPTED**

SEQR Determination 1692 Maple Road, Z-2024-04

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board is deemed the Lead Agency for those actions which it has sole discretionary power, including but not limited to rezoning decisions and adoption of local laws, and be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 1692 Maple Road and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

RESOLVED, that the requirements of SEQR are now complete therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

4/28/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

D R A F T
(4/28/25)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2024-04

Address: 5583 Main Street
Williamsville, NY 14221
(716) 631-7051

Date:

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: Rezoning Request.

SEQR Status: Unlisted action.

Description of Action: Rezoning of 0.96± acres of land from Residential District Three (R-3) to Office Building District (OB) to allow for the potential future use of the site for a medical office building.

Location: 1692 Maple Road, Town of Amherst, Erie County, New York

Petitioner: Michael & Corine Cicchetti

Attachment: Z-2024-04_draft_TB_Neg_Dec_04072025 (RES-2025-406 : SEQR Determination - 1692 Maple Road, Z-2024-04)

Attachment: Z-2024-04_draft_TB_Neg_Dec_04072025 (RES-2025-406 : SEQR Determination - 1692 Maple Road, Z-2024-04)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Short Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Based on the results of the EAF Part 2 and compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 0.41± acres of land from Residential District Three (R-3) to Office Building District (OB) for a proposed medical office building will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department will review any application for development of the parcel and require that all infrastructure to support the development will be available and adequate.

2. The project 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 Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on February 26, 2024 and Zoning Enforcement Officer on February 13, 2025 reviewed the application and EAF submitted on December 4, 2024, and have no objection or comments on the proposed rezoning.

4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources. The New York State Office of Parks, Recreation, Historic Preservation on December 12, 2024 has reviewed the project and determined that there will be no impact on these resources**.**

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from Residential District Three (R-3) to Office Building District (OB). Neighboring uses are Multi-Family Residential District Four-A (MFR-4A), Multi-Family Residential District Five (MFR-5), and Professional Offices and zoned Office Building District (OB); therefore, the project is consistent with surrounding land use.

6. The proposed rezoning to Office Building District (OB) for a proposed medical office building will not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to Office Building District (OB) for a proposed medical office building will not create any hazard to human health. The Fire Chief's Association on February 10, 2025, has reviewed the rezoning request and supporting documentation and has no objection to or adverse comments on the proposed rezoning.

8. The rezoning to Office Building District (OB) will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The proposed medical office building will be consistent with the scale of surrounding land uses.

9. The rezoning to Office Building District (OB) for the proposed medical office building will increase the number of people using the site over its previous level of use as an undeveloped lot.

10. Review by the Town Traffic/Safety Board on December 23, 2024, indicates that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on December 13, 2024, Traffic/Safety Board on December 19, 2024, Assessor on December 6, 2024, Fire Chiefs' Association on February 10, 2025, Zoning Enforcement Officer on February 13, 2025, and Right-of-Way Agent on December 19, 2024 along with outside agencies including Erie County Department of Environment & Planning on January 16, 2025, and New York State Office of Parks Recreation and Historic Preservation on December 12, 2024. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

12. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

_____ _____
James Quinn, Assistant Planner date

_____ _____
Brian J. Kulpa, Supervisor date

JQ/ac
X:\Current_Planning\Files\Rezonings\2024\Z-2024-04_(1692_Maple _Rd)_2024\Z-2024-04_draft_TB_Neg_Dec_04072025.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
Michael & Corine Cicchetti c/o Sean Hopkins, Esq. 35 California Dr., Suite 100, Williamsville, NY 14221

Attachment: Z-2024-04_draft_TB_Neg_Dec_04072025 (RES-2025-406 : SEQR Determination - 1692 Maple Road, Z-2024-04)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30250 **RESOLUTION 2025-343** **ROLL CALL VOTE (ADOPTED)**

Adoption of Local Law to Amend the Zoning Map 1692 Maple Road, Z-2024-04

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of February 20, 2025 that the proposed rezoning of 0.96± acres of land from Residential District Three (R-3) to Office Building District (OB) at 1692 Maple Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map subject to the following conditions, and be it further

. A thirty-foot (30') wide Permanent Open Space area shall be provided consisting of the northernmost portion of the project site for the purpose of providing a natural buffer for the benefit of the residential parcels directly north of the Project Site.

2. There shall not be any mechanical equipment including but not limited to air conditioning units, transformers, etc. located directly east of the principal building on the project site.

3. High Impact Screening as defined in Section 7-2-4B of the Zoning Ordinance shall be provided along the eastern and northern boundaries of the Project Site. The Planning Board shall verify compliance with this Condition during its review of a Site Plan Application for the development of the project site.

4. Conditions 1 and 2 shall be subject to a Declaration of Restrictions to be recorded at the Erie County Clerk's Office. The content and form of the Declaration of Restrictions shall be reviewed and approved by the Town Attorney's Office and the Zoning Enforcement Officer prior to recording at the Erie County Clerk's Office.

RESOLVED, that pursuant to chapter 120, Section 120-4 of the Town of Amherst code (Highways-Controlled Access), this Town Board grants one driveway access onto Youngs Road in lieu of having a vehicular access to Maple Road for the subject site.

4/7/2025
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 7:31 PM.

Attorney Sean Hopkins presented.

The following residents spoke:
Don Smith, 201 N Long St
Dennis Hoban, 216 California Dr
John Trabert, 234 Mt Vernon Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the April 28th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:58 PM.

4/28/2025
A motion to approve 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

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

Town Board Agenda of April 7, 2025

March 28, 2025

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

Subject: Request to rezone 0.96± acres of land from R3 to OB, Z-2024-04; property located at 1692 Maple Road. Michael & Corine Cicchetti, Petitioner.

Honorable Members:

The subject property is a 0.96± acre rectangular parcel located at the northeast corner of the intersection of Maple Road with Youngs Road. Maple Road is an Erie County highway designated as a minor arterial and Youngs Road is a Town controlled access highway designated as a collector roadway in the Bicentennial Comprehensive Plan.

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

The purpose of this request to allow for the potential use of the site for a medical office building.

HISTORY OF PREVIOUS REZONING REQUESTS:

The subject site was zoned Residential District Three (R3) with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976.

The Planning Board offers the following findings consistent with Section 8-3 of the Zoning Ordinance.

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The subject request is consistent with Chapter 2, Section 2.2 - Vision Statement and 2.3 - Key Initiatives as the proposed use will enhance the community character and offers a good transition between the abutting residential districts and the commercial office developments along Maple Road. The proposed plan is consistent with Figure 6 in Chapter 3 which depicts the subject land area as commercial office use and the description of "Office Uses" discussed in Section 3.3.4. The subject request includes a concept plan featuring an office building development with a medical use that offers a good transitional development amongst the existing surroundings.

The subject request is consistent with Chapter 5 Economic Development as the development will maintain the Town's tax base. Additionally, the subject request is consistent with Chapters 6 - Transportation and 7 - Infrastructure as the proposed development would not significantly alter traffic patterns and would not stress existing storm or waste water services.

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

Honorable Town Board

Rezone land from R3 to OB, Z-2024-04
property located 1692 Maple Road
Agenda of April 7, 2025

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposal is consistent with Section 1-2-2K of the Zoning Ordinance which seeks to guide the future development of the Town so as to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The request is consistent and compatible with the surrounding Residential Three District (R-3), Office Building District (OB) and Multi-Family Residential District Five (MFR-5) zoning. The request is compatible with the surrounding structures and detached single family homes.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is an Unlisted action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal.

RECOMMENDATION

The Planning Board at their meeting of February 25, 2025 held a public hearing on the subject rezoning request and recommended that the Town Board find that pursuant to Local Law #3-82, as amended, the requirements of SEQR have been completed and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved with a condition that a 75' wide area of non-disturbance be maintained along the northerly property line as a natural buffer adjacent to the surrounding residences, and that any buildings be limited to a maximum height of 35 feet from grade. Furthermore, Youngs Road is a designated controlled-access highway pursuant to §120-5 of Town Code and the access driveways proposed on the concept plan are not permitted by right. Access from Maple Road is also not recommended as it would be in direct conflict with functional area of the intersection. Any future access to the site should be permitted as a single driveway located furthest from the intersections on Youngs Road. This office supports relief from Chapter 120 of the Town Code to allow one access driveway on Youngs Road.

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

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/JQ/bf
Att.
X:\Current_Planning\Files\Rezonings\2024\Z-2024-04_(1692_Maple _Rd)_2024\Z-2024-04_Town_Board_Letter_04072025.docx
cc: Sam Alba, Interim Town Attorney
Planning Board Approval – February 20, 2025
Ayes 5, Noes 0, Absent 2 (Davis, Raffaele)

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2024-04

PETITIONER

Michael & Corine Cicchetti
c/o Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy
35 California Drive, Suite 100
Williamsville, NY 14221

PROPERTY LOCATION

1692 Maple Road

WHEREAS the Town of Amherst Planning Board on Thursday, February 20, 2025 held a public hearing on the proposed rezoning of land from Residential District Three (R3) to Office Building District (OB), and

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

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

WHEREAS in accordance with Section 8-3-5 of the Zoning Ordinance the Planning Board finds that:

A. The proposed zoning and development plan is generally consistent with the policies of the Comprehensive Plan and the Zoning Ordinance.

B. There are adequate services and utilities available or proposed to be made available in the construction of the development.

C. The proposal is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

D. The subject property is suitable for uses permitted by the current versus the proposed district.

E. The proposed change does tend to improve the balance of uses, or meets a specific demand in the Town.

F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived because the parcel is developed.

WHEREAS pursuant to Local Law #3-82, as amended, the Planning Board recommends that the Town Board determine that the requirements of SEQR are complete and that the subject proposal is not expected to have a significant adverse effect on the environment.

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

FEB 28 2025 PM 12:05

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2024-04

PETITIONER

Michael & Corine Cicchetti

PROPERTY LOCATION

1692 Maple Road

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the rezoning request be approved subject to the following conditions:

1. That a 75 foot wide non-disturbance area or conservation easement be provided along the northerly portion of the site to provide a natural buffer to the existing residences northerly.

2. That future buildings on the site be limited to a maximum of thirty-five (35) feet in height from finished grade.

The foregoing resolution was adopted by the Town of Amherst Planning Board, February 20, 2025; moved by Penberthy; seconded by O'Rourke; ayes 5; noes 0; absent 2 (Davis, Raffaele).

Michael J. Chmiel, Planning Board Chair

2/27/25
Date

JQ/ac
X:\Current_Planning\Files\Rezonings\2024\Z-2024-04_(1692_Maple _Rd)_2024\Z-2024-04_resolution_022025.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Michael & Corine Cicchetti c/o Sean Hopkins, Esq. 35 California Drive, Suite 100, Williamsville, NY 14221

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

FEB 28 2025 PM 12:05

Rezoning Application & Supporting Documentation - Rezoning of 1692 Maple Road from R-3 to OB
Ambulatory Surgery Center Project
Applicant: Michael & Corine Cicchetti
c/o Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC

Prepared by: Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy PLLC
35 California Drive, Suite 100
Williamsville, NY 14221
Tel: 716.510-4338
E-mail: shopkins@hsmlegal.com

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning Review and, if required Comprehensive Plan Amendment

For Official Use

File #: Z-2024-04 **Acreage** .96 Acres **Fee $** $1,265.00

Address Verified by Assessor's Office _____
VERIFIED BY DATE

Materials Accepted by Town Clerk & Fee Paid _____
ACCEPTED BY DATE

Materials Checked by Building Dept. _____
RECEIVED BY DATE

Materials Received by Planning Dept. _____
RECEIVED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250**	$1,250.00
2 – 20 ACRES **$1,250 + $250/acres or fraction thereof over 2 acres**		_____
20 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 20 acres**		_____
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres**		_____
Request for Relief of/Change to Conditions of Zoning Approval	**$ 1,200**	_____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$ 15.00**	$15.00
	TOTAL FEE:	**$** 1,265.00

[Note: A completed Part 1 of the Full Environmental Assessment Form along with Page 5[a] and Attachment "A" is attached as Exhibit "1".]

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:** Name: Michael & Corine Cicchetti

Address: c/o Sean Hopkins, Esq.
35 California Drive, Suite 100
Williamsville, New York 14221
City State Zip Code

Phone: 716.510-4338 Fax:

E Mail shopkins@hsmlegal.com

2. **The undersigned hereby petitions the Honorable Town Board to rezone the following described property**

From: R-3 District

To: OB District

3. **Street address of land to be rezoned:** (must be verified by Town Assessor's Office)

1692 Maple Road

SBL #: SBL No. 56.19-1-18

4. **Area of land to be rezoned** (in acres): Approximately .96 Acres

5. **Owner of Land**:

Name: Ontrac Systems LLC

Address: PO Box 103

Telephone: Buffalo, New York 14217

6. **Representative** (Architect, Engineer, Landscape Architect, Surveyor or Attorney):

Name: Sean W. Hopkins, Esq.

Address: 35 California Drive, Suite 100
Williamsville, New York 14221
Tel: 716.510-4338 - E-mail: shopkins@hsmlegal.com
City State Zip Code

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

7. Petitioner's interest in property

_____Option to purchase

_____Owner

___X_____Other (explain) [Authorization Letter of Property Owner Attached]

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

Not Applicable.

9. Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor. Legal description of the property to be rezoned from R-3 to OB attached as Exhibit "2" and Survey of the Project Site attached as Exhibit "3".

10. Said property has the following deed restrictions or Covenants: (attach copy) Not Applicable.

Liber _____ Page _____

11. Information on proposed project:

A. Description of the character of the proposed development:

See Exhibit 4.

B. Rationale for rezoning request:

1. Why was this site chosen?_____

See Exhibit 4.

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

2. Why cannot land be used with the existing zoning?

See Exhibit 4.

3. How will this rezoning impact surrounding properties?

See Exhibit 4.

4. How will this rezoning impact the school system?

See Exhibit 4.

12. Quantitative Data:

A. Total # of dwelling units: Not Applicable

B. Distribution of dwelling units by type: Not Applicable

C. Gross Residential Density per acre: Not Applicable

D. Total amount of Open Space: Not Applicable

E. Proposed Non-Residential Floor Area: 9,000 sq. ft.

[Note: A reduced size copy of the Concept Site Plan for the proposed project is provided at Exhibit "6".]

13. Development Schedule:

Start: 2025

Finish: 2026

Stages (# of): 1

14. If any portion of the proposed development is planned to be sold or leased, please describe:

The Project Site will be leased to a related entity.

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

15. **Open Space ownership and maintenance provisions (if applicable):**

Greenspace and landscaping will be privately owned and maintained.

16. **Basis for Findings (Sec. 8-3-5 of the Town Zoning Code) (Attach sheets and supplemental materials as necessary.)**

A. **The proposed zoning and development plan must be generally consistent with the policies of the Comprehensive Plan and the Town Zoning Ordinance.**

1. State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps, and/or figures in the plan that support the proposed zoning at this location (The Comprehensive Plan document is available at the Planning Department, Town Clerk's Office, Amherst libraries, or at www.amherst.ny.us). Add sheets as needed.

See Exhibit 5.

2. Pursuant to NYS Town Law Section 272a(11), "all Town land use regulations must be in accordance with a comprehensive plan adopted pursuant to this Section." The Town Board adopted the Comprehensive Plan pursuant to NYS Town Law 272 on January 2, 2007. If the rezoning is approved, the Town Board may require the Plan to be amended, as applicable.

Cite all text, map, and / or figures that must be amended to support the proposed zoning at this location (attach pages as necessary) and provide detailed suggested amendments.

See Exhibit 5.

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

3. State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:

See Exhibit 5.

B. Adequate Services and Utilities are available or are proposed to be made available with the construction of the development:

1. Sanitary Sewer
   Yes.
2. Storm Sewer/Drainage
   Yes.
3. Water
   Yes.
4. Other Yes.

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:

See Exhibit 5.

D. Suitability of the subject property for uses permitted by the current versus the proposed district:

See Exhibit 5.

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:

See Exhibit 5.

17. The petitioner encloses herewith the sum of $1,265.00 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

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

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

Sean Hopkins
Signature of Petitioner

Subscribed and sworn to before me this 25th day of November, 2024

Notary Public, Erie County, New York _____

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

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

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

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

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

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

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

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

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

AUTHORIZATION

The undersigned, ONTRAC SYSTEMS LLC ("Seller"), the record owner of real property located in the Town of Amherst, New York located at **1692 Maple Road [SBL No. 56.19-1-1]** (the "Project Site") and MICHAEL CICCHETTI and CORINE CICCHETTI (collectively, the "Purchasers") have entered into a Purchase and Sale Agreement pursuant to which Seller agreed to sell the Project Site to Purchasers, and Purchasers agreed to purchase the Project Site from Seller, contingent upon Purchasers' obtaining certain permits, approvals, and authorizations from the Town of Amherst (the "Town") and other governmental agencies and authorities having jurisdiction.

Accordingly, Seller hereby authorizes Purchasers and their counsel, the law firm of HOPKINS SORGI & MCCARTHY PLLC, to seek all required permits, approvals, and authorizations from the Town and other involved governmental agencies and authorities having jurisdiction relative to Purchasers' intended use of the Project Site as a medical office building, including, but not limited, to an amendment of the zoning classification of the Project Site from Residential District Three District ("R-3") to Office Building District ("OB") by the Town Board, site plan approval by the Town Planning Board, and area variances from the Town Zoning Board of Appeals.

Photocopies, facsimile, and electronic copies of this Authorization shall have the same force and effect as originals.

Dated: November 25, 2024

Ontrac Systems LLC

By: _____
Daniel J. Dirrigl, Manager

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

Exhibit 1 – Part 1 of the Full Environmental Assessment Form prepared pursuant to the State Environmental Quality Review Act ("SEQRA") with attached Page 5[a]

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Ambulatory Surgery Center Project		
Project Location (describe, and attach a general location map): 1692 Maple Road - Town of Amherst - Erie County		
Brief Description of Proposed Action (include purpose or need): The proposed project ("action") consists of the development of the the parcel at 1692 Maple Road ("Project Site") as a single-story ambulatory surgery center building with all related site improvements. The proposed action has been defined broadly to include all all required discretionary approvals and permits needed from the Town of Amherst municipal boards including but not limited to a rezoning of the Project Site from R-3 to OB. The project purpose is to develop the Project Site as a state-of-the-art ambulatory surgery center, which is a medical office use per the recommended land use in Figure 6 of the Town's adopted Comprehensive Plan. The proposed project is an Unlisted Action pursuant to the State Environmental Quality Review Act ("SEQRA") and will not result in any potentially significant adverse environmental impacts.		
Name of Applicant/Sponsor: Michael and Cornie Cicchetti	Telephone: 716.510-4338 E-Mail: shopkins@hsmlegal.com	
Address: 35 California Drive, Suite 100		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role): Same as Above.	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Ontrac Systems LLC	Telephone: E-Mail:	
Address: PO Box 103		
City/PO: Buffalo	State: NY	Zip Code: 14217

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town Board - Rezoning from R-3 to OB	November 23, 2024
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board - Site Plan Approval	To be Determined
c. City, Town or Village Zoning Board of Appeals ☑Yes ☐No	Zoning Board of Appeals - Area Variances	To be Determined
d. Other local agencies ☑Yes ☐No	Building Department - Building Permit and Highway Dept. - Curb Cut Permit	To be Determined
e. County agencies ☑Yes ☐No	ECWA - RPZ	To be Determined
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDOH - Certificate of Need	To be Determined
h. Federal agencies ☐Yes ☑No		

i. Coastal Resources.

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

NYS Heritage Areas:West Erie Canal Corridor

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

If Yes, identify the plan(s):

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Residential District Three ("R-3")

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

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? Office Building District ("OB")

C.4. Existing community services.

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

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

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

d. What parks serve the project site?
There are various parks in the vicinity of the Project Site.

D. Project Details

D.1. Proposed and Potential Development

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

b. a. Total acreage of the site of the proposed action? 0.96 acres
b. Total acreage to be physically disturbed? 0.85 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.96 acres

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

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

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

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

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

If Yes, show numbers of units proposed.

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

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

If Yes,

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: 16 height; 90 width; and 100 length

iii. Approximate extent of building space to be heated or cooled: 9,000 square feet

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

If Yes,

i. Purpose of the impoundment: Stormwater detention

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

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

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: 0.7 acres

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

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

D.2. Project Operations

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

If Yes:

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

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

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

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

_____

_____

iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No
If yes, describe. _____

_____

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

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

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

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

ix. Summarize site reclamation goals and plan: _____

_____

_____

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

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

_____

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

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

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

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

v. Describe any proposed reclamation/mitigation following disturbance:

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

i. Total anticipated water usage/demand per day: 825 gallons/day

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

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

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

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

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

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

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

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

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

i. Total anticipated liquid waste generation per day: 750 gallons/day

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

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

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

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

If Yes:

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

_____

_____

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

If Yes:

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

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

_____

_____

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

_____

_____

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

If Yes:

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

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

_____

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

_____

_____

- If to surface waters, identify receiving water bodies or wetlands: _____

_____

_____

- Will stormwater runoff flow to adjacent properties? ☐ Yes ☐ No

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

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

If Yes, identify:

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

_____

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

_____

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

_____

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

If Yes:

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

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

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

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

If Yes:

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

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

_____

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

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

_____

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes☐No

If Yes:

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

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

_____

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

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

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

_____

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

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

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

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

If Yes:

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

Minimal amount

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

Electric Utility provider

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

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

i. During Construction:

- Monday - Friday: 7:00 to 7:00
- Saturday: 7:00 to 5:00
- Sunday: Not Applicable
- Holidays: Not Applicable

ii. During Operations:

- Monday - Friday: 7:00 - 7:00
- Saturday: To be Determined
- Sunday: Not Applicable
- Holidays: Not Applicable

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

If yes:

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

Temporary and unavoidable storm term noise impacts resulting from the use of construction equipment during construction activities.

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

Describe: _____

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

If yes:

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

The project will include dark-sky compliant per the requirements of the Zoning Code.

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

Describe: _____

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

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

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

If Yes:

i. Product(s) to be stored _____

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

iii. Generally, describe the proposed storage facilities: _____

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

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

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

- Construction: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe:

Mixture of uses including offices, apartments for lease and single-family homes.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.0	0.5	+ 0.5
• Forested	0.35	0.1	- 0.25
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.0	0.0	0.0
• Agricultural (includes active orchards, field, greenhouse etc.)	0.0	0.0	0.0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.0	0.0	0.0
• Wetlands (freshwater or tidal)	0.0	0.0	0.0
• Non-vegetated (bare rock, earth or fill)	0.0	0.0	0.0
• Other Describe: lawn area/landscaping/greenspace	0.61	0.36	- 0.25

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

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑ Yes ☐ No
If Yes,
i. Identify Facilities:
St. Gregory the Great, Maple East Elementary Schoo;, Millard Fillmore Hospital, Elderwood Village

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

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

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

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:
_____
iii. Describe any development constraints due to the prior solid waste activities: _____

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

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

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

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

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

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 7 + feet

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

c. Predominant soil type(s) present on project site:
Cosad loamy fine sand — 100 %
_____ — _____%
_____ — _____%

d. What is the average depth to the water table on the project site? Average: 1 feet

e. Drainage status of project site soils:
☐ Well Drained: _____% of site
☐ Moderately Well Drained: _____% of site
☑ Poorly Drained 100 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☑ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑ Yes ☐ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name Brush Creek (Town of Amherst Ditch #4) Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☑ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☑ No

j. Is the project site in the 100-year Floodplain? ☐ Yes ☑ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☑ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☑ No
If Yes:

i. Name of aquifer: _____

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m. Identify the predominant wildlife species that occupy or use the project site: _____
Typical suburban species _____ _____ _____
_____ _____ _____

n. Does the project site contain a designated significant natural community? ☐ Yes ☑ No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation): _____
_____
ii. Source(s) of description or evaluation: _____
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☑ No

If Yes:
i. Species and listing (endangered or threatened): _____
_____
_____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☑ No

If Yes:
i. Species and listing: _____
_____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☐ No
If yes, give a brief description of how the proposed action may affect that use: _____
_____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☑ No
If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☐ No
i. If Yes: acreage(s) on project site? _____
ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____
_____
_____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☑ No
If Yes:
i. CEA name: _____
ii. Basis for designation: _____
iii. Designating agency and date: _____

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e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Michael and Cornie Cicchetti Date November 25, 2024

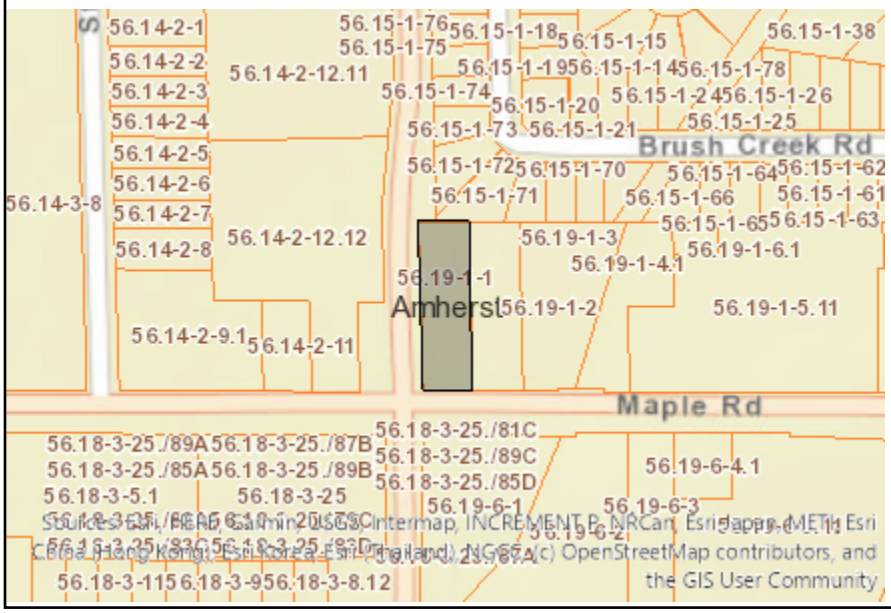
Signature Sean Hopkins Title Attorney for Project Sponsor

PRINT FORM

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EAF Mapper Summary Report

Friday, November 22, 2024 4:03 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

TOWN OF AMHERST ATTACHMENT
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM

1. For each applicable category of proposed new structures, including additions to existing structures, provide the following information for all soil types on the project site (*according to Soil Survey of Erie County, NY; Table 11, Building Site Development, pp 294-305):*

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Cosad loamy fine sand	✔				

2. If the Soil survey indicates either "severe" or "moderate" suitability for the proposed types of construction, a geotechnical and hydrological analysis based on one test per 3.5 acres of project area must be provided (per Town Board resolution, 3/17/03, amended 6/16/03).

_____ Geotechnical report attached ✔ Not applicable

3. Is your property located: On Youngs Road between Dodge and Klein Roads? ☐ Yes ☑ No
On Wehrle Dr. between Spindrift Dr. and Oakwood Rd? ☐ Yes ☑ No

If so, the property may be within an area of the Town that is affected by a moratorium on connections to the sanitary sewer system.

4. Are there alternative locations on the site for this project? ☐ Yes ☑ No

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
1692 Maple Road - 0.96 ac

6. Are you aware of current or future plans or intentions by others in the Town of Amherst to develop property within 1000± ft. of the present project request: ☑ Yes ☐ No

Describe Proposed mixed use project at 1720-1760 Maple Road

(Potential environmental impacts from adjacent or nearby projects undergoing the approval process will receive a coordinated environmental review to determine cumulative effects on common receivers (e.g. traffic and drainage corridors) and other relevant environmental concerns.)

7. Maximum number of vehicular trips to be generated per hour upon completion of project 12
Source: ITE Trip Generator

8. Will blasting occur during construction? ☐ Yes ☑ No

9. Does the project propose to connect and be tributary to the public sanitary sewer system? ☑ Yes ☐ No

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:

750 average flow 3,000 peak flow.

(Please note that average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

Exhibit 2 - Legal Description of Property to be Rezoned from R-3 to OB

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

EXHIBIT 2 OF REZONING APPLICATION

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED FROM R-3 TO OB

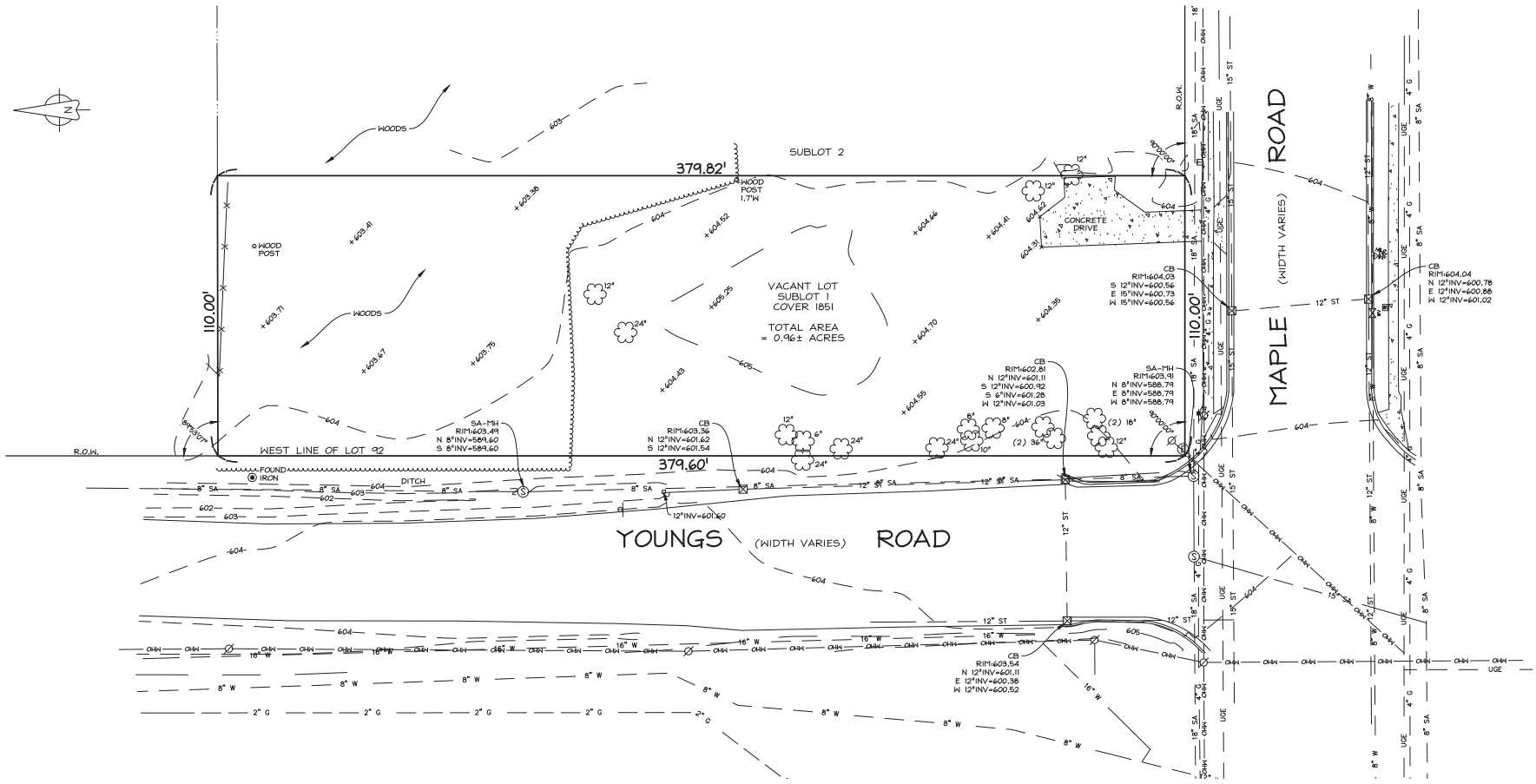
ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 92, Township 12, Range 7 of the Holland Land Company's Survey and according to map filed in the Erie County Clerk's Office under Cover No. 1851 is known as subdivision lot number one (1), being one hundred ten (ll0) feet front and rear by three hundred seventy-nine and sixty hundredths (379.60) feet in depth west line and three hundred seventy-nine and eighty-two hundredths (379.82) feet in depth east line, situate on the north side of Maple Road at the intersection of said north line of Maple Road and the west line of said Lot No. 92.

EXCEPTING THEREFROM that part conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 7456 of Deeds at page 233.

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

Exhibit 3 – Survey of Project Site

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)



NOTES

1. ELEVATIONS ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. HORIZONTAL DATUM REFERENCES THE NORTH AMERICAN DATUM 1983 (NAD 83) - NEW YORK STATE PLANE WEST ZONE.
3. THE LOCATION OF ANY UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND ALL UTILITIES MAY NOT BE SHOWN. PRIOR TO ANY CONSTRUCTION ACTIVITIES, ALL UTILITY COMPANIES SHOULD BE NOTIFIED IN ORDER TO VERIFY OR AMEND THEIR LOCATIONS AND/OR EXISTENCE. FOR ASSISTANCE CALL UFPO AT 1-800-962-7962.
4. UDIGNY.ORG DESIGN TICKET No. 10114-000-513 WAS SUBMITTED TO REQUEST UTILITY RECORDS:
   - CHARTER COM NORTHEAST WESTERN NY: HAS RESPONDED, CLEAR NO FACILITIES WITHIN 15FT OF THE EXCAVATOR DEFINED WORK AREA.
   - ERIE COUNTY WATER AUTHORITY: HAS RESPONDED, DRAWN HERON.
   - NATIONAL FUEL GAS / CLARENCE NFG-113: HAS RESPONDED, DRAWN HERON.
   - NATIONAL GRID: HAS RESPONDED, DRAWN HERON.
   - TOWN OF AMHERST:
     FIBER: HAS NOT RESPONDED.
     SANITARY:HAS RESPONDED, DRAWN HERON.
   - VERIZON / BUFFALO: HAS RESPONDED, DRAWN HERON.

LEGEND

HYDRANT	UTILITY POLE
WATER VALVE	ELECTRICAL MANHOLE
WATER SERVICE VALVE	SIGN
SANITARY MANHOLE	GAS MARKER
CATCH BASIN	
W	UNDERGROUND WATER
SA	UNDERGROUND SANITARY SEWER
ST	UNDERGROUND STORM SEWER
G	UNDERGROUND GAS LINE
OHW	OVERHEAD WIRES
UGE	UNDERGROUND ELECTRIC WIRES
	TREE LINE

THIS SURVEY IS NOT VALID WITH AN AFFIDAVIT OF NO CHANGE

NO IRONS SET OR FOUND AT PROPERTY CORNERS UNLESS NOTED HEREON.

3556 Lake Shore Road, Suite 500, Buffalo, NY 14219
p (716) 827-8000 f (716) 270-6091 www.nussclarke.com

This survey was prepared without the benefit of an abstract of title and is subject to any state of facts that may be revealed by an examination of such.

Unauthorized alterations or additions to any survey, drawing, design, specification, plan or report is a violation of section 7209, provision 2 of the New York State Education Law.

NUSSBAUMER & CLARKE, INC. EST. 1933 ENGINEERS AND SURVEYORS

TOPOGRAPHIC SURVEY

1692 Maple Road - Vacant Lot

Part of Lot 92, Township 12, Range 7
Holland Land Company's Survey
Town of Amherst
County of Erie, State of New York

Date of Survey: 10/23/2024 Scale : 1" = 30'

Project No. : 24J2

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

Exhibit 4 – Responses to Question 11 of the Rezoning Application

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

EXHIBIT 4

REZONING OF 1692 MAPLE ROAD FROM R-3 TO OB

Question 11(A): Description of the character of the proposed development:

Response to Question 11(A): The proposed project consists of the development of 1692 Maple Road rive (the "Project Site") as a state-of-the-art ambulatory surgery center and related site improvements.[1] A full-size copy of the Concept Site Plan [Drawing C-100] prepared by Carmina Wood Design depicting the layout of the proposed project is attached is attached and a reduced-size copy of the Concept Site Plan is also attached as **Exhibit "6"**.

Question 11(B)(1): Rationale for rezoning request: 1. What was this site chosen?

Response to Question 11(B)(1): The Project Site is an appropriate location for the requested rezoning from R-3 to OB to accommodate the proposed residential project since the requested OB zoning classification is consistent with Figure 6 of the adopted Comprehensive Plan that designates the Project Site as appropriate for Commercial-Office. A color copy of Figure 6 of the Comprehensive Plan is attached as **Exhibit "7"**.

Question 11(B)(2): Why cannot land be used with the existing zoning?

Response to Question 11(B)(2): The Project Site could be developed as single-family homes based on the existing R-3 zoning classification but it is not a suitable location for such use and would also be inconsistent with Figure 6 of the Comprehensive Plan.

Question 11(B)(3): How will this rezoning impact surrounding properties?

---

[1] A legal description of the Project is attached as **Exhibit "2"** and a full-size copy of the Survey of the Project Site is attached to this Rezoning Application. A reduced-size copy of the Survey of the Project Site is also attached as **Exhibit "3"**.

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

Response to Question 11(B)(3): The requested rezoning of the Project Site from R-3 and OB to accommodate the proposed project will not result in any potentially significant adverse impacts on surrounding properties. A completed Part 1 of the Full Environmental Assessment Form with attached Page 5[a] as prepared pursuant to the State Environmental Quality Review Act ("SEQRA") is provided at **Exhibit "1"** of this Rezoning Application. The proposed project will also require site plan approval from the Planning Board which will ensure compliance with the applicable standards for landscaping, lighting, stormwater management, etc.

Question 11(B)(4): How will this rezoning impact the school system?

Response to Question 11(B)(4): The proposed residential project will have positive impacts on the school district since it will generate annual property taxes without any demand for educational services. .

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

Exhibit 5 – Responses to Question 16 of Rezoning Application

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

EXHIBIT 5

REZONING OF 1692 MAPLE ROAD FROM R-3 TO OB

Question 16(A)(1): **State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps and/or figures in the plan that support the proposed zoning at this location.**

Response to Question 16(A)(1): The Town of Amherst adopted the Bicentennial Comprehensive Plan in January of 2007 after completing a lengthy planning process that included numerous public meetings and public hearings involving the Comprehensive Plan Advisory Committee, the Planning Board and the Town Board.[1] On December 14, 2020, the Town Board most recently adopted amendments to the Bicentennial Comprehensive Plan. The proposed single-story ambulatory surgery center project is consistent with the adopted Comprehensive Plan and the land uses in the vicinity of the Project Site that include various zoning classifications including OB, MFR-5 and R-3.

Question 16(A)(2): **Cite all text, map, and/or figures that must be amended to support the proposed zoning at this location and provide detailed suggested amendments.**

Response to Question 16(A)(2): The proposed project is consistent with the Comprehensive Plan and such there is not a need to amend the Comprehensive Plan to accommodate the proposed project.

[1] A copy of the resolution adopted by the Town Board for the purpose of adopting the Bicentennial Comprehensive Plan pursuant to Town Law Section 272-a is included at the beginning of the Comprehensive Plan. This resolution recites the lengthy planning history that incorporated numerous opportunities for public input as well as a coordinated environmental review pursuant to SEQRA that involved the preparation a Generic EIS and the issuance of a Findings Statement.

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

Question 16(A)(3): State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:

Response to Question 16(A)(3): Section 1-2-1 of the Zoning Code is titled "Purpose" and it states as follows:

> *"The purpose of this Zoning Ordinance and the intent of the legislative authority in its adoption is to promote the environment of the town and its public health, safety, convenience, comfort, prosperity and the general welfare by regulating the use of buildings, other structures and land for residences, open space, public facilities, business, services, industry or other purposes; by regulating and restricting the bulk, height, design, building coverage and location of structures; by regulating and limiting population density; and for the aforesaid purposes, to divide the land within the limits of the town into districts of such number and dimensions generally consistent with the policies of the Comprehensive Plan and to provide procedures for the administration and amendment of said Zoning Ordinance."*

The requested rezoning of the Project Site from R-3 to OB to accommodate the proposed project consisting of units for sale on the Project Site is consistent with the "Purpose" of the Zoning Code. Section 1-2-2 of the Zoning Code sets forth the objectives of the Zoning Code. This section of the Zoning Code lists thirteen objectives that are discussed below as follows:

A. To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development;

Response: The proposed rezoning of the Project Site will be consistent with the objective of protecting the character and value of existing land uses.

B. To provide adequate open spaces for light, air and outdoor uses to include public, common and private open space areas;

Response: The proposed rezoning of the Project Site will not be inconsistent with this objective.

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

C. To prevent overcrowding of land;

Response: The proposed project will not result in the overcrowding of land. The project is consistent with the type of development designated as appropriate for the Project Site per the adopted Comprehensive Plan.

D. To prevent excessive concentration of population and to prevent spare and uncoordinated development;

Response: The proposed rezoning of the Project Site will not result in excessive concentration of population and the residential project represents an example of coordinated development.

E. To regulate and control the location and spacing of buildings on the lot and in relation to the surrounding property generally consistent with the policies of the Comprehensive Plan.

Response: The responses to the Questions in Section 16 provided above sets forth the reasons the proposed rezoning is consistent with the policies of the Comprehensive Plan.

F. To protect persons and property from damage and injury due to fire or flood;

Response: The Project Site is not located in a regulated floodway or 100 yr. floodplain. The Site Plan Application review process will trigger the need for an Engineer's Report to be prepared by a licensed engineer to be prepared for review and approval by the Town's Engineering Department. The project will not increase the likelihood of damage and injury due to fire and flood. The proposed single-story ambulatory surgery center project will be constructed per the stringent requirements of the NYS Building Code including the fire safety standards contained therein.

G. To preserve and protect significant natural features and vegetation, thereby preventing ecological damage and visual blight which occur when those features or vegetation are eliminated or substantially altered to serve development purposes only.

Response: The proposed rezoning and the proposed project will not be inconsistent with this objective. There are not significant natural features located on the Project Site.

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

H. To assure that structure and land use arrangements are aesthetically harmonious with nearby areas and structures.

Response: The development of the Project Site in a manner consistent with the Concept Site Plan [Drawing C-100] prepared by Carmina Wood Design submitted with this Rezoning Application will be aesthetically harmonious with nearby areas and structures.[2]

I. To regulate the location of buildings and intensity of uses in relation to streets according to plans so as to cause the least interference with and be damaged least by traffic movements and hence result in lessened street congestion and improved public safety.

Response: The proposed project will have a driveway connection to Youngs Road.

J. To establish zoning patterns that insure economical extensions for sewers, water supply waste disposal and other public utilities, as well as development of recreation, schools and other public facilities;

Response: The Project Site has access to sanitary sewer and water lines as well as necessary public utilities to service the proposed residential project.

K. To guide the future development of the town so as to being the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan.

Response: The proposed rezoning of the Project Site is consistent with this objective since the proposed use is consistent with the policies contained in the Comprehensive Plan.

L. To accomplish the specific intents and goals set forth in the introduction to the respective sections.

Response: The proposed rezoning of the Project Site is consistent with this objective.

[2] A reduced-size copy of the Concept Site Plan [Drawing C-100] is attached as **Exhibit "6"**.

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

M. To protect the community from visual pollution resulting from the unregulated use of signs and other advertising devices.

Response: The proposed rezoning and the proposed project will not be inconsistent with this objective.

Question 16(C): Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:

Response to Question 16(C): The proposed rezoning of the Project Site is compatible with the present zoning and conforming uses of nearby properties and the character of the neighborhood which includes a mixture of uses and zoning classifications.

Question 16(D): Suitability of the subject property for uses permitted by the current versus the proposed district:

Response to Question 16(D): The Project Site is more appropriate for office use than single-family homes and the proposed use is consistent with Figure 6 of the Comprehensive Plan.

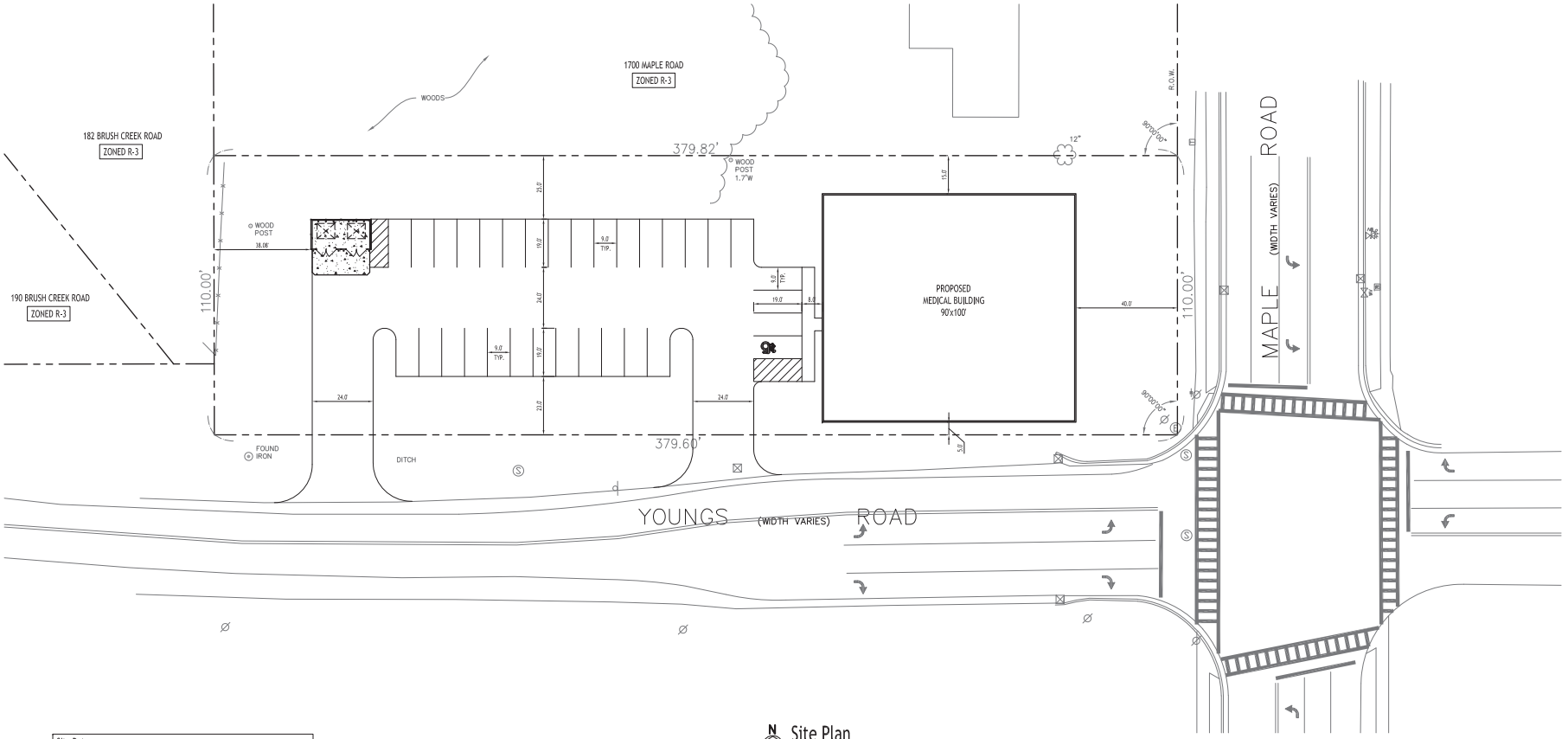
Question 16(E): Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:

Response to Question 16(D): The proposed change in the zoning classification of the Project Site from R-3 to OB to accommodate the proposed project will have positive impacts on the balance of uses in the Town by providing a state-of-the-art ambulatory surgery center.

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

Exhibit 6 – Reduced Size Copy of Concept Site Plan as Prepared by Carmina Wood Design

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)



Site Plan
SCALE: 1"=20'

Site Data		
TOTAL SITE AREA = 0.96± ACRES ZONED: R-3 (REZONED TO OB: OFFICE BUILDING DISTRICT) USE: PROPOSED MEDICAL BUILDING		
SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT:	20 FT	5.0 FT *
SIDE (ADJ. RES. / NON-RES.):	30 FT	15.0 FT *
REAR (ADJ. RES. / NON-RES.):	30 FT	N/A
SETBACKS - PARKING		
ADJOINING RESIDENTIAL:	25 FT	25.0 FT
OTHER PROPERTY LINES:	25 FT	23.0 FT *
MAX BUILDING HEIGHT (FLAT ROOF):	30 FT	< 30 FT
LOT COVERAGE (FOR ALL BLDGS):	N/A	25% ±
PARKING: 9' x 19'	32	32
GREENSPACE:		
INTERIOR PARKING (5%)	N/A	> 5%
OVERALL	N/A	50%

*VARIANCE REQUIRED

PARKING CALCULATION:
SURGICAL CENTER/TREATMENT FACILITY
3.5 SPACES PER 1,000 SF OF NET FLOOR AREA

9,000 SF / 1,000 SF * 3.5 = 32 SPACES REQUIRED

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

20' 20 0 20 40Ft.

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Proposed Medical Building

1692 Maple Road
Amherst, NY

REVISIONS:
No. Description Date

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING NAME:
Site Plan
Concept

Date: 11/22/24
Drawn By: C. Wood
Scale: As Noted

DRAWING NO.
C-100

Project No: 24-4153

© CARMINA WOOD DESIGN

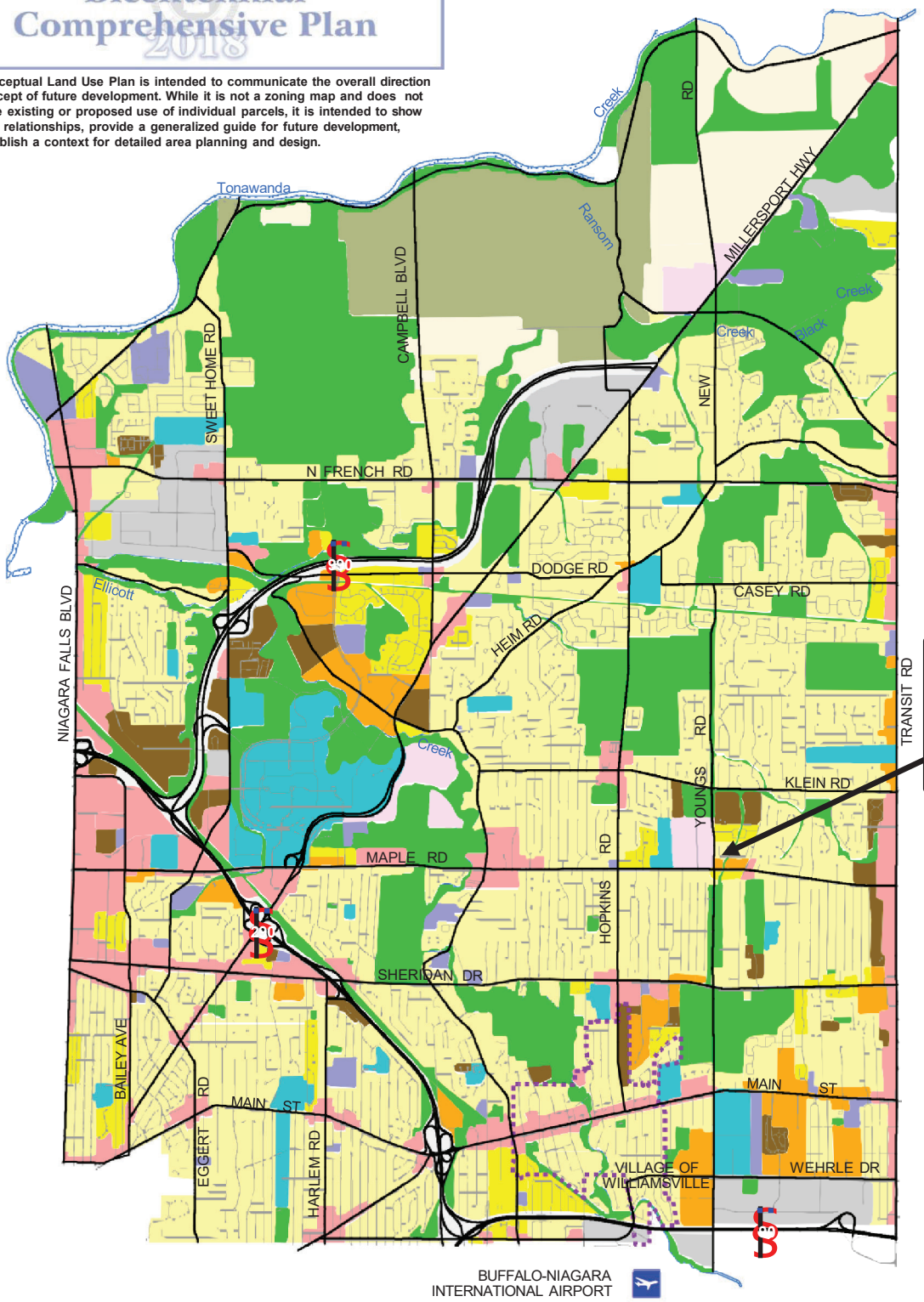
All Rights Reserved. Reuse of these documents without the expressed written permission of CARMINAWOOD DESIGN is prohibited. WARNING: It is a violation of article 145 section 7209m and 7209 of the New York State Education Law for any person, unless acting under the direction of a registered architect, licensed engineer or land surveyor to alter this drawing. If alteration exists, it is a violation of the law, and the alterer, in addition, shall cause the required, followed by the specific description of the alteration.

Exhibit 7 – Figure 6 of Comprehensive Plan

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

Town of Amherst Bicentennial Comprehensive Plan

The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development. While it is not a zoning map and does not show the existing or proposed use of individual parcels, it is intended to show land use relationships, provide a generalized guide for future development, and establish a context for detailed area planning and design.



Recommende Use: Commercial-Office

FIGURE 6

Conceptual Land Use Plan

- Rural Residential
- Single Family Residential
- Mixed Residential
- Medium Residential
- Commercial / Mixed Use*
- Special Use Center
- Commercial - Office
- Industrial - Office
- Community Facilities
- Educational Campus
- Recreation, Open Space & Greenways
- Agriculture
- Transportation
- Surface Water
- Village of Williamsville Boundary

* See Map Figure 6-A for Additional Designations

SOURCE NOTES:

Original Source Data Provided by the Town of Amherst Information Technology Department, URS Corporation and Wallace Roberts & Todd, LLC

Map Compiled by the Town of Amherst Planning Department

Date: December 2020

0 0.25 0.5 0.75 1 1.25
Miles

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)



Z-2024-04

Request to Rezone 0.96± Acres of Land from R-3 to OB
Property Located at 1692 Maple Road

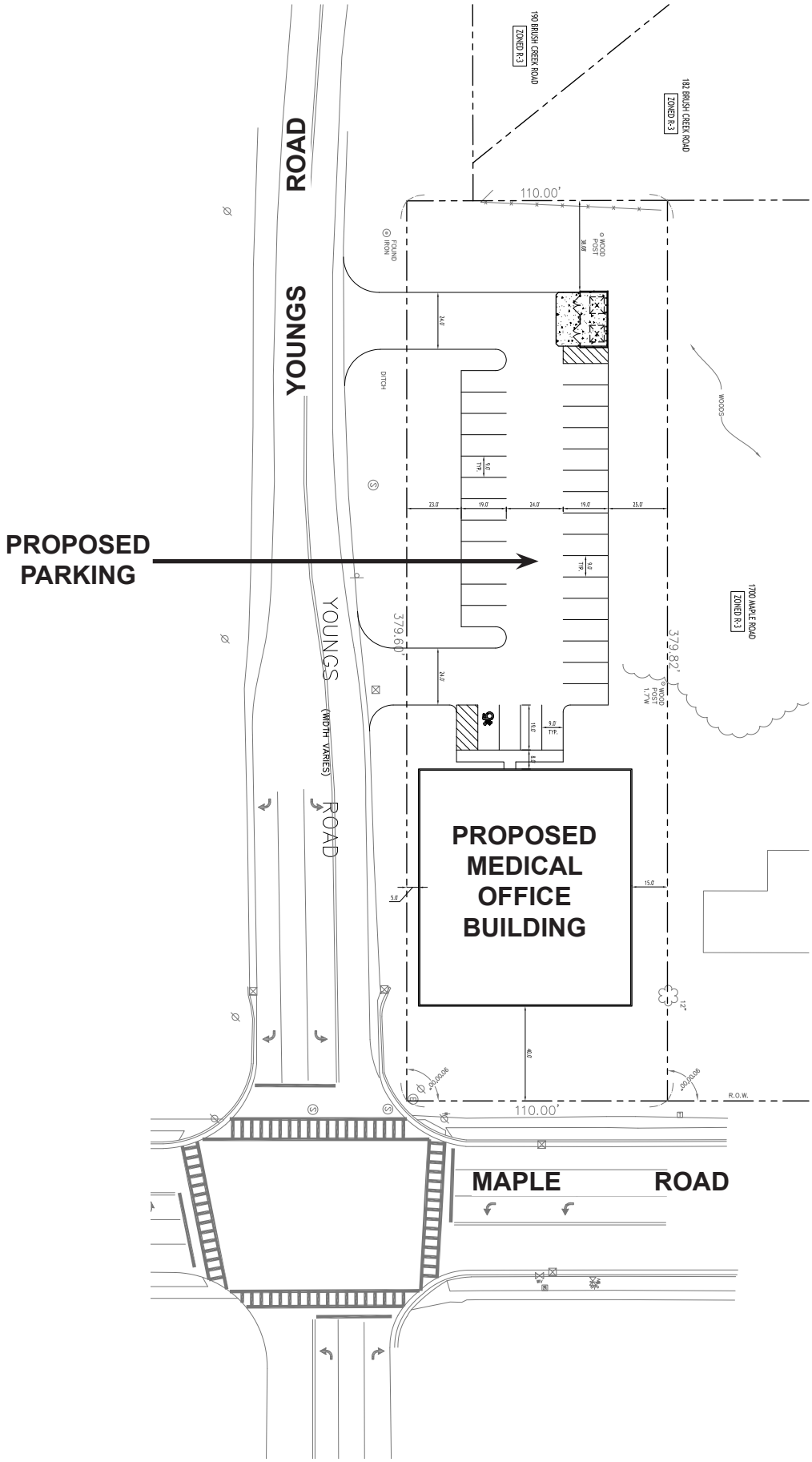
Michael and Corine Cuccheti, Petitioner

February 20, 2025

1692 Maple Road

Prepared by the Town of Amherst Planning Department

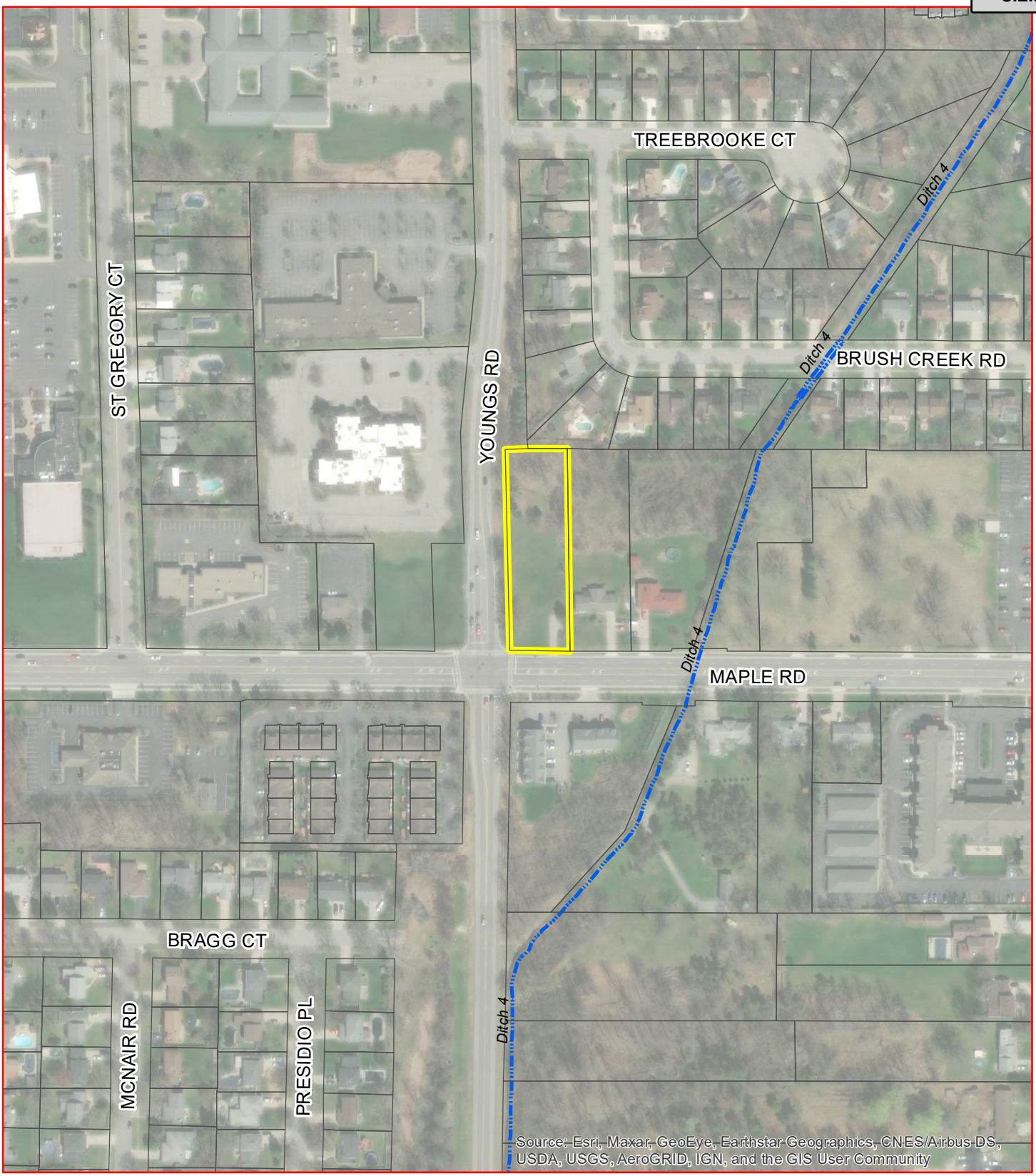
Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)



CONCEPT PLAN

Z-2024-04
1692 Maple Road
Received: 12/04/24

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)



Z-2024-04

Request to Rezone 0.96± Acres of Land from R-3 to OB
Property Located at 1692 Maple Road

Michael and Corine Cuccheti, Petitioner

February 20, 2025

1692 Maple Road

Prepared by the Town of Amherst Planning Department

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

January 14, 2025

Michael & Corine Cicchetti
c/o Sean Hopkins, Esq.
35 California Drive, Suite 100
Williamsville, New York 14221

SUBJECT:	Rezoning Application Review	**Z-2024-04**
	Request:	Rezone 0.96 acres of land from R-3 to OB
	Property located at:	**1692 Maple Road**
	Application received:	December 4, 2024
	Revised FEAF received:	January 8, 2025
	Representative:	Hopkins, Sorgi & McCarthy, PLLC

Dear Mr. and Ms. Cicchetti,

Please consider the following comments:

1. The concept plan provided with the application is being used for informational purposes only. This departments review is not to be construed as endorsement or approval of the concept plan or that it complies with the requirements of §203 or §204 of Town Code.
2. The FEAF submitted on January 8, 2025 satisfactorily addresses our comment in or letter dated December 23, 2025.
3. Note that any other SEQR-related issues raised during the review process for this rezoning must be addressed prior to action by the Planning Board.
4. *The Soil Survey of Erie County* indicates the presence of potentially hydric soils. A wetland delineation must be provided prior to the Planning Board making a SEQR determination.
5. Provide the previously attached Local Law (on December 23, 2024) and provide a copy to this office in MS Word format.
6. Provide an 8½ " x 11" reduction of any revised concept plan **and an electronic version** of any revised plans or information submitted for review.

This is a review only and does not constitute approval of the Rezoning Request. Should you have questions regarding this correspondence, please contact Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us.

Very truly yours,

Scott Marshall
Principal Planner

DH/SM/ac
X:\Current_Planning\Files\Rezonings\2024\Z-2024-04_(1692_Maple_Rd)_2024\Z-2024-04_Pln_Dpt_Rvw_01142025.doc
Att.
cc: Sean Hopkins, Esq., Hopkins, Sorgi & McCarthy, PLLC, 35 California Dr., Ste. 100, Williamsville, NY 14221
Patrick Sheedy Jr., Carmina Wood Desing, 80 Silo City Row, Buffalo, NY 14203

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

Amherst

Town of Amherst Planning Department

RECEIVED

DEC 05 2024

TOWN OF AMHERST
BUILDING DEPT

Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AIC
Assistant Planning Direct

MEMORANDUM

December 4, 2024

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP

RECEIVED
FEB 10 2025
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 0.96± ACRES OF LAND FROM R3 TO OB **Z-2024-04**; PROPERTY LOCATED AT **1692 MAPLE ROAD**. MICHAEL & CORINE CICCHETTI, PETITIONER.

REVIEW:

Do you agree with all statements made? no objections

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Print Name: KRISTA HALT

Signature: Krista Hall **Date:** 2/10/25

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2024\Z-2024-04_(1692_Maple _Rd)_2024\Z-2024-04_Transmittal_120424.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Michael & Corine Cicchetti c/o Sean Hopkins, Esq. 35 California Drive, Suite 100, Williamsville, NY 14221

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

TOWN OF AMHERST

ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038
FAX 716-631-7144

Emily A. Murphy
Assessor
emurphy@amherst.ny.us

MEMORANDUM

TO: Daniel Ulatowski, AICP, Associate Planning Director
Douglas Gesel, Supervising Code Enforcement Officer
Jeff Burroughs, Town Engineer
Scott Marshall, Principle Planner

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: December 6, 2024

SUBJECT: Request to Rezone 0.96±Acres of Land from R-3 To OB Z-2024-04
Property Location: **1692 Maple Road**
Petitioner: **Michael & Corine Cicchetti**

Assessor agrees with all statements

cc: Michael & Corine Cicchetti c/o Sean Hopkins, 5500 Main St., Ste. 343, Williamsville, NY 14221

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, NY AND REPLY TO MUNICIPALITY

Note: Please complete and send one copy with attachments to Erie County Division of Planning, Room 1053, 95 Franklin Street, Buffalo, N.Y. 14202. Retain a copy for your files.

DO NOT WRITE IN THIS SPACE

Case No.: SP-24-633

Received: 12/5/2024

The proposed action described herein is referred in accordance with the provisions of the General Municipal Law, which provides that if no reply is received in 30 days after receipt of full information including a SEQR EAF if applicable, the municipal agency may take final action without considering such reply. If, however, reply is received at any time prior to municipal action, such reply must be considered.

Description of Proposed Action

1. Name of Municipality: Town of Amherst

2. Hearing Schedule: **Date** January 16, 2024 **Time** 6:30 pm **Location** 5583 Main Street

3. Action is before: ☒ Legislative Body ☐ Board of Appeals ☒ Planning Board

4. Action consists of: ☐ New Ordinance ☒ Rezone/Map Change ☐ Ordinance Amendment ☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other

5. Location of Property: ☐ Entire Municipality ☒ Specific as follows: 1692 Maple Road

6. Referral required as Site is within 500'of: ☐ State or County Property/Institution ☐ Municipal Boundary ☐ Farm Operation located in an Agricultural District ☐ Expressway ☒ County Road ☐ State Highway ☐ Proposed State or County Road, Property, Building/ Institution, Drainageway

7. Proposed change or use: Rezone 0.96 acres of land from Residential District Three (R3) to Office Building District (OB).

8. Other remarks: (ID#, SBL#, etc.) 56.19-1-1 Z-2024-04

9. Submitted by: Scott A. Marshall, Principal Planner **Date:** December 3, 2024

Mailing Address: Town of Amherst Planning Department, 5583 Main St., Williamsville, NY 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 12/5/2024**. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.**

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Form ZR-3, Comment on Proposed Action is attached hereto.**
3. ☐ **The proposed action is subject to review; the Division makes the recommendation shown on Form ZR-4, Recommendation on Proposed Action, which is attached hereto.**
4. ☒ **No recommendation; proposed action has been reviewed and determined to be of local concern**

By the Division of Planning: Dan M. Hall **Date:** 1/14/2025

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

Amherst

Town of Amherst Planning Department

RECEIVED
DEC 26 2024
TOWN OF AMHERST
PLANNING DEPT.

Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Direc

MEMORANDUM

December 4, 2024

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP

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

SUBJECT: REQUEST TO REZONE 0.96± ACRES OF LAND FROM R3 TO OB **Z-2024-04**; PROPERTY LOCATED AT **1692 MAPLE ROAD**. MICHAEL & CORINE CICCHETTI, PETITIONER.

REVIEW:

Do you agree with all statements made? yes

If you do not, briefly state why: see the issue with the driveways below.

General comments relative to your agency interests: Youngs Rd. is a limited access highway which does not allow driveways

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Print Name: Ann Demopoulos

Signature: _____ **Date:** 12/19/24

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2024\Z-2024-04_(1692_Maple_Rd)_2024\Z-2024-04_Transmittal_120424.doc

cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Michael & Corine Cicchetti c/o Sean Hopkins, Esq. 35 California Drive, Suite 100, Williamsville, NY 14221

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

New York State
Parks, Recreation and
Historic Preservation

KATHY HOCHUL
Governor

RANDY SIMONS
Commissioner Pro Tempore

December 12, 2024

Scott Marshall
Principal Planner
Town of Amherst
5583 Main Street
Amherst, NY 14226

Re: SEQRA
Proposed Medical Building
1692 Maple Rd, Amherst, NY 14221
24PR11042

Dear Scott Marshall:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project.

Based upon this review, it is the opinion of OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above. If you have any questions, please contact Campbell Higle at the following email address:

Campbell.Higle@parks.ny.gov

Sincerely,

R. Daniel Mackay

Deputy Commissioner for Historic Preservation
Division for Historic Preservation

RECEIVED
DEC 16 2024
TOWN OF AMHERST
PLANNING DEPT.

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

Amherst

Town of Amherst Planning Department

RECEIVED *Erie County, New York*

DEC 05 2024

TOWN OF AMHERST
BUILDING DEPT

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICI
Planning Director
Daniel J. Ulatowski, AIC
Assistant Planning Direct

MEMORANDUM

December 4, 2024

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP

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

SUBJECT: REQUEST TO REZONE 0.96± ACRES OF LAND FROM R3 TO OB **Z-2024-04**; PROPERTY LOCATED AT **1692 MAPLE ROAD**. MICHAEL & CORINE CICCHETTI, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: 2 Accessable parking spaces required.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Print Name: Doug Gesel

Signature: Doug Gesel **Date:** 12/13/24

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2024\Z-2024-04_(1692_Maple _Rd)_2024\Z-2024-04_Transmittal_120424.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Michael & Corine Cicchetti c/o Sean Hopkins, Esq. 35 California Drive, Suite 100, Williamsville, NY 14221

Attachment: Z-2024-04_TB letter packet_040725 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AIC
Assistant Planning Direct

2024 DEC -6 A 11: 39

MEMORANDUM

December 4, 2024

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP

RECEIVED
DEC 23 2024
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 0.96± ACRES OF LAND FROM R3 TO OB **Z-2024-04**; PROPERTY LOCATED AT **1692 MAPLE ROAD**. MICHAEL & CORINE CICCHETTI, PETITIONER.

REVIEW:

Do you agree with all statements made? YES, WITH CONDITION

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.) PETITIONER TO INSTALL PEDESTRIAN SIGNAL IMPROVEMENTS AT THE MAPLE/YOUNGS INTERSECTION including PEDESTRIAN HEADS AND PUSH BUTTONS.

Please call the Planning Department if additional information is required (631-7051).

Print Name: CHRISTOPHER SCHREGEL

Signature: _____ **Date:** 12/19/24

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2024\Z-2024-04_(1692_Maple _Rd)_2024\Z-2024-04_Transmittal_120424.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Michael & Corine Cicchetti c/o Sean Hopkins, Esq. 35 California Drive, Suite 100, Williamsville, NY 14221

Attachment: Z-2024-04_traffic safety_122324 (RES-2025-343 : Local Law to Amend the Zoning Map - 1692 Maple Road, Z-2024-04)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 30328 **RESOLUTION 2025-407** **ADOPTED**

Red Alert Upgrades

WHEREAS, the Amherst Central Fire Alarm Office utilizes Alpine Software, also known as Red Alert, for dispatching and record keeping; and

WHEREAS, the Amherst Central Fire Alarm Office has requested the addition of program modification to the dispatching software; and

WHEREAS, the additional modification would allow the Red Alert system to expand aiding in the preplanning of buildings.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the transfer not to exceed $1,200.00 from Avoidable Alarm Fund T2999.4002 to A3020.4110.

4/28/2025
Consent

FINANCIAL IMPACT:

A cost not to exceed $1,200.00.

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

ALPINE SOFTWARE

Amherst Central Fire Alarm - RedNMX Property Revisions

Amherst Central Fire Alarm Office
500 John James Audubon Parkway
Amherst, NY 14228
United States

Reference: 20250328-130733100
Quote created: March 28, 202
Quote expires: May 27, 202
Quote created by: Susan Testar

susan@alpinesoftware.com

John Pidgeon
jpidgeon@amherst.ny.us
716-435-3656

Comments from Susan Testan

Attachment: Red Alert Quote (RES-2025-407 : Red Alert Upgrades)

Products & Services

Item & Description	Quantity	Unit Price	Tota
Property Revisions Refer to ticket # 17979 - Address Info (F6) screen AVL easily expands/closes depending on size of info, whereas RedNMX requires you to click on the narrative to see more information. Would like to consider adding an arrow/button to expand the field. Dispcalltaker buttons Some buttons like Hazmat bring up a read-only version of the requested information. However, the edit preplan button opens the prop record and allows for editing; prefer that this is also a read-only screen or possibly a report of filled out information like AVL. Will take reducing blank space as much as possible into consideration. Address Filing Include new information like Hazmat and make possible format changes	1	$1,200.00	$1,200.0(

One-time subtotal	$1,200.0(

Attachment: Red Alert Quote (RES-2025-407 : Red Alert Upgrades)

Purchase terms

By signing below, I agree to purchase the software and services quoted above on the following coterminous terms:
The subscription of software and services attached to this quote shall run coterminously with the Term of the Alpine Software as a Service License Agreement, and any actions or events which shall operate to extend or terminate the Agreement shall automatically extend or terminate this quote simultaneously. All fees are committed and non-cancellable.

Implementation and Training: Any implementation or training associated with the purchased modules would need to occur on Monday - Friday between 8:30 AM and 4:30 PM ET

Payment Terms: payment is due thirty days from Signature Date.

Installation, training and/or implementation dates will be confirmed upon receipt of a signed price quote and purchase order, which should be emailed to: susan@alpinesoftware.com

Signature

Signature

Date

Printed name

Attachment: Red Alert Quote (RES-2025-407 : Red Alert Upgrades)

Questions? Contact me

Susan Testan
susan@alpinesoftware.com

Alpine Software
120 Assembly Drive
Mendon, NY 14506
United States

Attachment: Red Alert Quote (RES-2025-407 : Red Alert Upgrades)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 30345 **RESOLUTION 2025-408** **ADOPTED**

Blazestack Fire Investigation Software Contract

WHEREAS, the Amherst Fire Inspectors Office proposes the renewal of the annual subscription of Blazestack Fire Investigation software contract for documentation and record keeping; and

WHEREAS the software does aid the Amherst Fire Inspector office in properly documenting and recording fire investigation reports.

NOW, THEREFORE, BE IT RESOLVED that the Town Board approves a transfer not to exceed $4,000.00 from Avoidable Alarm Fund T2999.4002 for the renewal of the Blazestack Fire Investigation Software contract.

4/28/2025
Consent

FINANCIAL IMPACT:

A cost not to exceed $4,000.00. T2999.4002.

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 30334 **RESOLUTION 2025-409** **ADOPTED**

Set Public Hearing Date – Parking Restriction at Dead-End of Sierra Drive

Please schedule a public hearing on May 27, 2025 to establish a parking restriction during night hours completely around the dead-end of Sierra Drive.

> "Parking is hereby restricted on all sides of the Sierra Drive dead-end, including the turnaround and parking areas, between the hours of 10 p.m. and 6 a.m. between the west property line of 254 Sierra Drive to west property line of 255 Sierra Drive. Total distance of the parking restriction is 485 feet as measured along the edge of pavement."

4/28/2025
Consent

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 30411 **RESOLUTION 2025-410** **ADOPTED**

License Agreement - 154 San Fernando Lane (Apuzzo)

AGENDA ITEM : APRIL 28th, 2025

TO: **Town Board**

FROM: **Nicole M. Burroughs, NYSCP, Supervising Paralegal**

DATE: **April 24, 2025**

RE: **Request for License Agreement (CRS #5471)**
Construction and Installation of Fence As Existed Previously (Replacement In Kind)
Property Located At:
154 San Fernando Lane, East Amherst, New York 14051

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement pending successful completion of the Contract Routing System (CRS).

The owners of the above-referenced property are seeking permission to construct and install a fence that would encroach into Town-owned utility easements, the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Engineering Department.

Thank you for your consideration.

NMB:hs
Attachment
c: Timothy Koller, Deputy Town Clerk, (*w/attachment*)
(**Agenda Item: April 28, 2025**)
Vaishali Reberholt, PE, Assistant Town Engineer (*w/attachment)*

4/28/2025
Consent

FINANCIAL IMPACT:

$150.00 - Fee For License Agreement $80.00 - ECCO Filing Fee = $230.00

A5010.02724

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

Return to: Town of Amherst
Attorney's Office
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST
LICENSE AGREEMENT

THIS AGREEMENT, made as of this ____ day of April, 2025, between the Town of Amherst, a municipal corporation existing under and by virtue of the laws of the State of New York, having its principal office at 5583 Main Street, Williamsville, New York 14221, Party of the First Part hereinafter referred to as the "Town" and

Remo Apuzzo and Michelle Apuzzo, As Husband and Wife
154 San Fernando Lane
East Amherst, New York 14051
SBL: 42.08-4-34

Parties of the Second Part hereinafter referred to as the "Owners."

WITNESSETH:

WHEREAS, the Owners are presently the owners of following described premises:

All of that tract or parcel of land situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 95, Township 12, Range 7 of the Holland Land Company's Survey further distinguished as Subdivision Lot No. 34 as shown on a map entitled "Golden Gate Subdivision, Phase IV, Part 3," filed in the Erie County Clerk's Office on under Map Cover No. 2868.

It is more commonly known as:

WHEREAS, the Town became the holder of a 15' wide utility easement on the east side of the property and a 15' wide utility easement on the south side of the property, more fully depicted on the survey attached hereto as Exhibit "A;"

WHEREAS, the Owners are desirous of utilizing a portion of the aforementioned utility easements:

To construct and install a fence that previously existed n the same location (replacement in kind);

as shown on the survey labeled Exhibit "A." Said fence is to be constructed in accordance with the guidelines above and as more fully detailed on Exhibit "A" attached hereto and made a part hereof.

TBA : 4.28.2025
Address : 154 San Fernando Lane
Owner Name : Apuzzo

Attachment: 154SanFernando.Apuzzo-04212025161852 (RES-2025-410 : License Agreement - 154 San Fernando Lane (Apuzzo) (CRS# 5471))

WHEREAS, the intended use as hereinafter provided does not interfere with the municipal purpose of which said utility easements were acquired.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) paid to the Town, the receipt whereof is hereby acknowledged, and the covenants and promises hereinafter set forth the parties agree as follows:

The Town does hereby grant to the Owners, his/her successors, distributees and assigns a license and/or privilege to install, maintain, and use a portion of the utility easements as shown on Exhibit "A," subject to the following conditions:

a. There shall not be installed or placed devices, equipment or structures within the said easement area(s) without prior approval of the Town;

b. The use of said license in the easement area(s) shall not interfere or restrict the operation, maintenance, repair and/or reconstruction of the utility easement(s).

c. If it becomes necessary to remove said encroachment(s) for the purpose of repair and/or reconstruction of the easement area(s), the cost of the removal and reinstallation of said improvements shall be at the expense of the Owners, his/her successors, distributees and assigns.

d. If at any time the easement area(s) is/are exposed, unearthed or damaged, the Town shall be promptly notified and allowed inspection of said easement area(s).

e. Owners acknowledge and accept all consequences, including, but not limited to, damage to any and all structures, fixtures and/or assemblies that encroach into the easement area(s) as a result of any force majeure.

The Owners shall defend, indemnify and hold harmless the Town from any and all claims or causes of action arising out of the use and exercise of this agreement.

This Agreement shall commence on the 7th day of April, 2025 and shall automatically extend for one (1) year periods unless the same is cancelled as provided below:

Either party may cancel this Agreement by giving sixty (60) days written notice to the other of such cancellation and during said sixty (60) days cancellation

Attachment: 154SanFernando.Apuzzo-04212025161852 (RES-2025-410 : License Agreement - 154 San Fernando Lane (Apuzzo) (CRS# 5471))

shall remove said fence and shall restore the area to the same condition that existed prior.

This Agreement shall ensure to the benefit of the parties, hereto, their successors, distributees, and assigns.

IN WITNESS WHEREOF, the parties to this Agreement have executed the same, the day and year first above written.

TOWN OF AMHERST

_____

Brian J. Kulpa
Supervisor

PROPERTY OWNER

Remo Apuzzo

PROPERTY OWNER

Michelle Apuzzo

TBA : 4.28.2025 JMB
Address : 154 San Fernando Lane
Owner Name : Apuzzo

Attachment: 154SanFernando.Apuzzo-04212025161852 (RES-2025-410 : License Agreement - 154 San Fernando Lane (Apuzzo) (CRS# 5471))

STATE OF NEW YORK }
ERIE COUNTY }SS:

On the _____day of _____ in the year 2025 before me, the undersigned, personally appeared, **Brian J. Kulpa,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK }
ERIE COUNTY }SS:

On the 11 day of April in the year 2025 before me, the undersigned, personally appeared, **Remo Apuzzo**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PATRICIA ANN GALLO
NOTARY PUBLIC STATE OF NEW YORK
ERIE
LIC. #01GA6367375
COMM. EXP. 11/20/2025

Patricia Ann Gallo
Notary Public

STATE OF NEW YORK }
ERIE COUNTY }SS:

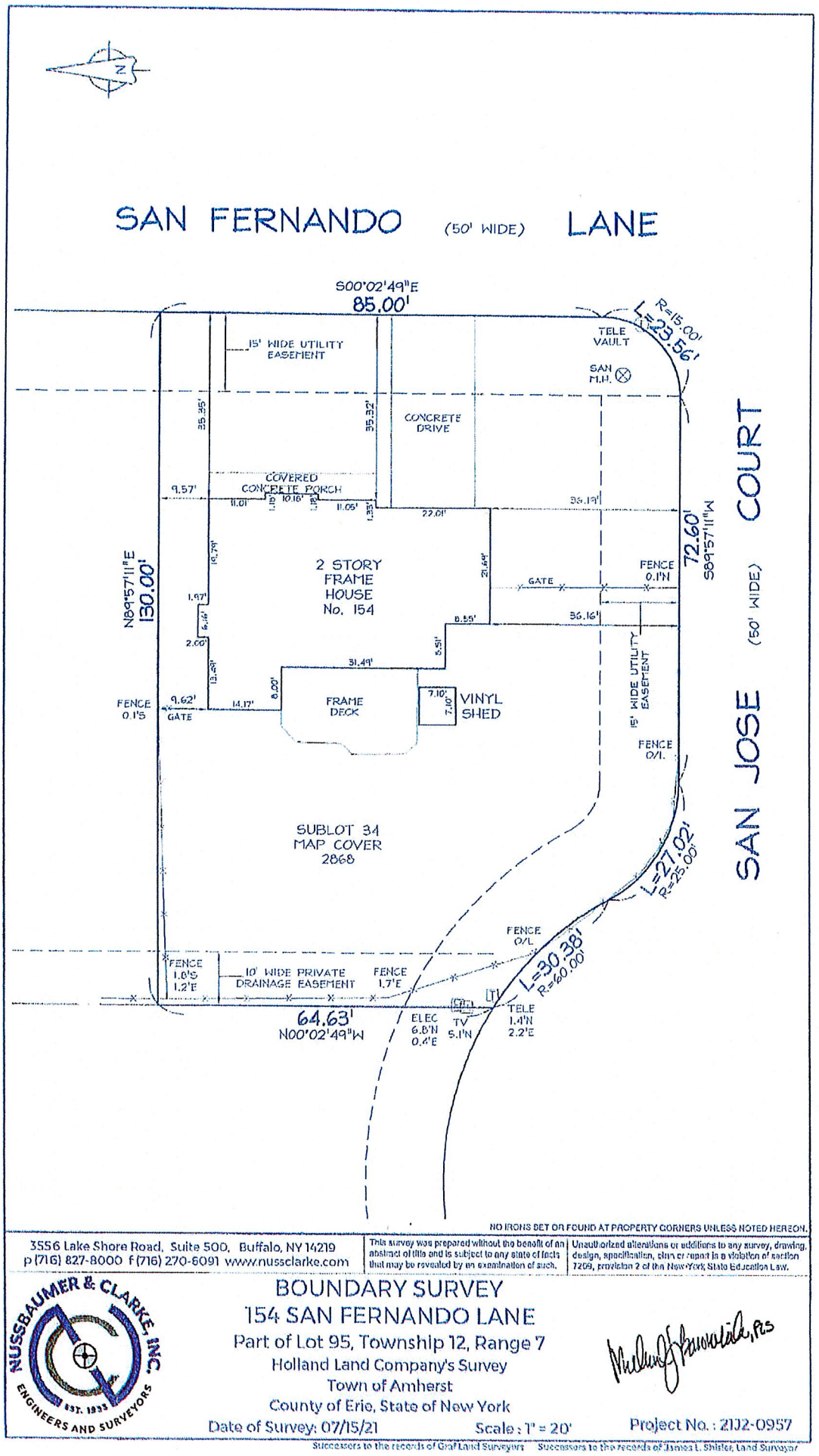
On the 11 day of April in the year ~~2024~~ 2025 before me, the undersigned, personally appeared, **Michelle Apuzzo**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PATRICIA ANN GALLO
NOTARY PUBLIC STATE OF NEW YORK
ERIE
LIC. #01GA6367375
COMM. EXP. 11/20/2025

Patricia Ann Gallo
Notary Public

TBA : 4.28.2025
Address : 154 San Fernando Lane
Owner Name : Apuzzo

Attachment: 154SanFernando.Apuzzo-04212025161852 (RES-2025-410 : License Agreement - 154 San Fernando Lane (Apuzzo) (CRS# 5471))



NO IRONS SET OR FOUND AT PROPERTY CORNERS UNLESS NOTED HEREON.

3556 Lake Shore Road, Suite 500, Buffalo, NY 14219
p (716) 827-8000 f (716) 270-6091 www.nussclarke.com

This survey was prepared without the benefit of an abstract of title and is subject to any state of facts that may be revealed by an examination of such.

Unauthorized alterations or additions to any survey, drawing, design, specification, plan or report is a violation of section 7209, provision 2 of the New York State Education Law.

NUSSBAUMER & CLARKE, INC. ENGINEERS AND SURVEYORS EST. 1933

BOUNDARY SURVEY

154 SAN FERNANDO LANE

Part of Lot 95, Township 12, Range 7
Holland Land Company's Survey
Town of Amherst
County of Erie, State of New York

Date of Survey: 07/15/21 Scale : 1" = 20' Project No. : 2102-0957

Successors to the records of Graf Land Surveyors Successors to the records of James L. Shister, Land Surveyor

Attachment: 154SanFernando.Apuzzo-04212025161852 (RES-2025-410 : License Agreement - 154 San Fernando Lane (Apuzzo) (CRS# 5471))

Exhibit "A"

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30330 **RESOLUTION 2025-411** **ADOPTED**

New Firefighter for Main-Transit Fire Department

New firefighter for the Main-Transit Fire Department lives in the Town of Amherst.

Logan Girdlestone
319 Evans Apt. 7
Williamsville, NY 14221

4/28/2025
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: Logan Girdlestone

Applicant Home Address: 319 Evans #7 Williamsville NY 14221

Under penalty of perjury I, Logan Girdlestone affirm I am an applicant to be a member of the, Main Transit Fire Dept (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: Logan Girdlestone

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:

Title: SENIOR CAPTAIN

Date: 4/7/25

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: Girdlestone - Residency Form (RES-2025-411 : New Firefighter for Main-Transit Fire Department)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30337 **RESOLUTION 2025-412** **ADOPTED**

New Firefighters for Swormville Fire Company

New firefighters that one lives in the Town of Amherst and one in the Town of Clarence but both reside within the Swormville fire district.

Zachary Granville
158 Primrose Ln
East Amherst, NY 14051

Michael Hora Jr.
8100 Lapp Rd
East Amherst, NY 14051

4/28/2025
Consent

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

Swormville Fire Company

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

STATEMENT OF VOLLUNTEER FIRE COMPANY OFFICIAL

Zachary Granville
(Name)

158 Primrose LN
(Address)

East Amherst NY 14051

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

Date: 3/8/25

Attachment: xeroxcopier@swormvil_20250411_102821 (RES-2025-412 : New Firefighters for Swormville Fire Company)

Swormville Fire Company

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

STATEMENT OF VOLLUNTEER FIRE COMPANY OFFICIAL

Michael Hora JR.
(Name)

8100 Lapp Rd.
(Address)

E.Amherst, NY. 14051

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

Robert J Smith V.P.
(~~Craig Swanson,~~ Membership Committee)

Date: 4/11/25

Attachment: xeroxcopier@swormvil_20250411_102821 (RES-2025-412 : New Firefighters for Swormville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Clerk
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 30353 **RESOLUTION 2025-413** **ADOPTED**

Edmunds GovTech Software CRS #5440

Please authorize the Supervisor to sign the Annual Software & Support Agreement with Edmunds GovTech (CRS #5440) for the Town Clerk/Online Dog software. This agreement is valid from 5/1/2025-4/30/2026.

4/28/2025
Consent

FINANCIAL IMPACT:

$5985.61 A1410-4000

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

INVOICE

Edmunds GovTech
301 Tilton Road
Northfield, NJ 08225

Thank you for your business!
Please contact us at
AR@Edmundsgovtech.com
with questions regarding this invoice.
Visit our support site
www.Edmundsgovtech.com

Invoice #: 25-IN4880
Invoice Date: 03/01/2025
Payment Terms: Net 60
Due Date: 04/30/2025

Description: Software Maintenance

Attn: Accounts Payable
Amherst Town
5583 Main St.
Williamsville, NY 14221

QTY	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT	NOTES
1	3-MM-0381-5	Clerk Maintenance - Period 5/1 through 4/30	$5627.91	$5,627.91	Contract #: BAS_SWM253-4
1	3-MM-0409-5	Clerk Online Dog License Portal Maintenance - Period 5/1 through 4/30	$357.7	$357.70	Contract #: BAS_SWM253-4
			TOTAL:	$5,985.61	
			PAYMENTS/ CREDITS APPLIED:	$0.00	
			TOTAL AMOUNT DUE:	$5,985.61	

Attachment: Invoice Town Clerk 2025 (RES-2025-413 : Edmunds GovTech Software CRS #5440)

edmunds GovTech

October 1, 2024

Dear Customer:

Thank you for your continued commitment and investment in EGT software systems (MCSJ, BAS, Logics, & MSI). Your partnership and loyalty are integral to our ability to deliver top-notch products and the highest levels of support in the software and local government worlds.

EGT has been on a journey of growth and investment, focusing on enhancing our teams, software products, infrastructure, and the support we provide to our valued customers. This sustained effort has fortified our foundation, placing us in the best position to serve you for decades to come.

In light of the current economic landscape, numerous companies across various sectors have grappled with substantial increases in their operational costs, prompting adjustments to their end-user prices. During this time, EGT has diligently optimized our efficiencies and controlled our cost structures to shield our customers from the direct impact of significant economic fluctuations. However, in support of the long-term health, security, and ability to continue to provide the best products and support in the United States, this year there will be a 5% increase on all modules.

For your convenience, we have attached your corresponding invoice to this letter. We kindly request that you submit a purchase order for the amount indicated on the enclosed invoice(s).

If you have any inquiries regarding your invoice or the payment process, please do not hesitate to reach out to us at AR@EdmundsGovTech.com.

Thank you once again for your continued partnership and trust in EGT.

Best regards,

Edmunds GovTech

Client Name: _____.

Authorized Representative _____. Date: _____.
Signature

Printed Name: Grant Mock.

Edmunds Representative: _____. Date: 1/17/2025.

2025 Software Maintenance Schedule
IPS - $26,787.44 - 2/1/2025-1/31/2026
IPS Workflow Automation - $5,406.11 - 2/1/2025-1/31/2026
IPS Web Portal - $4,051.69 - 2/1/2025-1/31/2026
Tax Collection - $8,404.36 - 1/1/2025-12/31/2025
Clerk - $5,627.91 - 5/1/2025-4/30/2026
Clerk Online Dog - $357.70 - 5/1/2025-4/30/2026

301 Tilton Road, Northfield, NJ 08225
www.EdmundsGovTech.com | 609.645.7333 | AR@EdmundsGovTech.com

Attachment: Amherst Town - Signed Contract (RES-2025-413 : Edmunds GovTech Software CRS #5440)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 30327 **RESOLUTION 2025-414** **ADOPTED**

Fire Extinguisher Inspection and Repair CRS #5432

Please authorize the Supervisor to sign agreement between the Town of Amherst and Dival Safety & Supplies for Life to inspect and repair Town of Amherst fire extinguishers. CRS #5432.

4/28/2025
Consent

FINANCIAL IMPACT:

Not to exceed $10,000 A1620-4280

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

TOWN OF AMHERST
Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

AGREEMENT

Let this document stand as an Agreement between Dival Safety & Supplies for Life and the Town of Amherst for fire extinguisher inspection and repair. This will be a two year contract from May 1, 2025 through April 30, 2027.

Agreed to and Accepted by:

Dival Safety & Supplies for Life

By: Derek Brandle
Signature

Derek Brandle
Printed Name

Account Representative
Title

Agreed to and Accepted by:

Town of Amherst

By:_____
Brian J. Kulpa, Supervisor

Date:_____

Attachment: Dival 2 (RES-2025-414 : Fire Extinguisher Inspection and Repair CRS #5432)

Addendum to Contract VENDOR ON SITE Minor

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

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

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

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

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

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

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

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

Attachment: Dival 2 (RES-2025-414 : Fire Extinguisher Inspection and Repair CRS #5432)

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

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

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

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

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

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: Dival 2 (RES-2025-414 : Fire Extinguisher Inspection and Repair CRS #5432)

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:

DiVal Safety Equipment
Print Name of Company

By: _____
Signature

Derek Brandle
Printed name

Date: 04/04/25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Dival 2 (RES-2025-414 : Fire Extinguisher Inspection and Repair CRS #5432)

DIVAL for Life

QUOTE CONFIRMATION * REPRINT * Page 1

1721 Niagara St • Buffalo, NY 14207 • Phone: 800.3431354 • Fax: 716.874.4686 • www.divalsafety.com

Bill to: TOWN OF AMHERST BLDG DEPARTMNT
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Ship to: TOWN OF AMHERST BLDG DEPARTMNT
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Carrier: Carrier OUR DELIVERY

CUSTOMER NUMBER	CONTACT	PRINT DATE
10343	RICK	4/03/25

ORDER NUMBER	CUSTOMER PURCHASE ORDER	SALES REPRESENTATIVE	INSTRUCTIONS
6R623 00	PENDING FIRE EXT QTE	10510 DEREK BRANDLE	

Ordered	Shipped	B.O.	U/M	Item and Description	Unit Price	Extended Price
115	115		EA	INSPEC 1042 N FOREST - HIGHWAY EXTINGUISHER INSP	$8.10000	$931.50 T
47	47		EA	INSPEC 1100 N FOREST - ENGINEERING EXTINGUISHER INSP	$8.10000	$380.70 T
1	1		EA	FRIC 146 BRENON RD - VETERAN PARK EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
32	32		EA	INSPEC 1615 AMHERST MANOR - NORTHTOWN EXTINGUISHER INSP	$8.10000	$259.20 T
1	1		EA	FRIC 208 PLAZA DR - CLEARFIELD EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
1	1		EA	FRIC 220 N POINTE PKWY - NW AMHERST EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
1	1		EA	FRIC 30 S CAYUGA EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
1	1		EA	FRIC 350 JOHN JAMES - AUD LIBRARY EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
1	1		EA	FRIC 3575 TONAWANDA CREEK - OAKWOOD EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
1	1		EA	FRIC 370 JOHN JAMES - SENIOR CENTER EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T

Quote Confirmation - Not an Invoice

* CONTINUED *

Attachment: Dival 2 (RES-2025-414 : Fire Extinguisher Inspection and Repair CRS #5432)

DIVAL for Life

QUOTE CONFIRMATION * REPRINT * Page 2

1721 Niagara St • Buffalo, NY 14207 • Phone: 800.3431354 • Fax: 716.874.4686 • www.divalsafety.com

Bill to: TOWN OF AMHERST BLDG DEPARTMNT
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Ship to: TOWN OF AMHERST BLDG DEPARTMNT
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Carrier: Carrier OUR DELIVERY

CUSTOMER NUMBER	CONTACT	PRINT DATE
10343	RICK	4/03/25

ORDER NUMBER	CUSTOMER PURCHASE ORDER	SALES REPRESENTATIVE	INSTRUCTIONS
6R623 00	PENDING FIRE EXT QTE	10510 DEREK BRANDLE	

Ordered	Shipped	B.O.	U/M	Item and Description	Unit Price	Extended Price
22	22		EA	INSPEC 4420 BAILEY AVE - POLICE TRAIN ING EXTINGUISHER INSP	$8.10000	$178.20 T
21	21		EA	INSPEC 4255 HARLEM RD - EXTINGUISHER INSP	$8.10000	$170.10 T
1	1		EA	FRIC 4415 MILLERSPORT HWY - EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
1	1		EA	FRIC 450 MAPLE RD - PARKS EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
131	131		EA	INSPEC 455 TONAWANDA CREEK - PLANT 16 EXTINGUISHER INSP	$8.10000	$1061.10 T
1	1		EA	FRIC 4622 MAIN ST - EGGERTSVILLE EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
1	1		EA	FRIC 475 MAPLE RD - AUD PAR #3 EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
91	91		EA	INSPEC 500 JOHN JAMES - POLICE EXTINGUISHER INSP	$8.10000	$737.10 T
1	1		EA	FRIC 500 MAPLE RD - AUD GOLF COURSE EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
1	1		EA	FRIC 500 SMITH RD - EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T

Quote Confirmation - Not an Invoice

* CONTINUED *

Attachment: Dival 2 (RES-2025-414 : Fire Extinguisher Inspection and Repair CRS #5432)

QUOTE CONFIRMATION * REPRINT * Page 3

1721 Niagara St • Buffalo, NY 14207 • Phone: 800.3431354 • Fax: 716.874.4686 • www.divalsafety.com

Bill to: TOWN OF AMHERST BLDG DEPARTMNT
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Ship to: TOWN OF AMHERST BLDG DEPARTMNT
5583 MAIN STREET
WILLIAMSVILLE NY 14221

Carrier: Carrier OUR DELIVERY

CUSTOMER NUMBER	CONTACT	PRINT DATE
10343	RICK	4/03/25

ORDER NUMBER	CUSTOMER PURCHASE ORDER	SALES REPRESENTATIVE	INSTRUCTIONS
6R623 00	PENDING FIRE EXT QTE	10510 DEREK BRANDLE	

Ordered	Shipped	B.O.	U/M	Item and Description	Unit Price	Extended Price
1	1		EA	FRIC 5005 SHERIDAN DR - WILL YOUTH EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
1	1		EA	FRIC 5571 MAIN ST - WILL LIBRARY EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
1	1		EA	FRIC 5583 MAIN ST - TOWN HALL EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
1	1		EA	FRIC 770 HOPKINS RD - CLEARFIELD LIB EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
1	1		EA	FRIC 772 N FOREST - CENTRAL PARK EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
1	1		EA	FRIC 892 N FOREST - POOL EXTINGUISHER INSP - 1-18 UNITS	$136.90000	$136.90 T
1	1		EA	FRIC 4415 MILLERSPORT - FOOTBALL FIELD INSP 1-18 UNITS	$136.90000	$136.90 T

Pricing subject to change

Not an Invoice

Total Line Items 27

* COMPLETE *

Subtotal	Tax Pct	Sales tax	Total
$6455.90	.000		$6455.90

Attachment: Dival 2 (RES-2025-414 : Fire Extinguisher Inspection and Repair CRS #5432)

Fire Extinguisher Inspection Comparison
Low Bid

			All State Fire & Security		Dival Safety		~~Buffalo Fire Extinguisher~~	
Inspection Location	**Address**	**Quantity**	**Cost**	**Total Cost**	**Cost**	**Total Cost**	~~Cost~~	~~Total Cost~~
Highway	1042 North Forest	115	$ 8.95	$ 1,029.25	$ 8.10	$ 931.50	~~NO~~	~~QUOTED~~
Engineering	1100 North Forest	47	$ 8.95	$ 420.65	$ 8.10	$ 380.70		
Veteran Park	146 Brenon Road	6	$ 8.95	$ 89.95	$ 8.10	$ 136.90		
Northtown Center	1615 Amherst Manor	32	$ 8.95	$ 286.40	$ 8.10	$ 259.20		
Clearfield	208 Plaze Drive	17	$ 8.95	$ 152.15	$ 8.10	$ 136.90		
NW Amherst Center	220 N Pointe Parkway	6	$ 8.95	$ 89.95	$ 8.10	$ 136.90		
30 S Cayuga	30 South Cayuga	3	$ 8.95	$ 89.95	$ 8.10	$ 136.90		
Audubon Library	350 John James	10	$ 8.95	$ 89.95	$ 8.10	$ 136.90		
Oakwood	3575 Tonawanda Creek	6	$ 8.95	$ 89.95	$ 8.10	$ 136.90		
Senior Center	370 John James	15	$ 8.95	$ 134.25	$ 8.10	$ 136.90		
Police Training	4220 Bailey Ave.	22	$ 8.95	$ 196.90	$ 8.10	$ 178.20		
Harlem Rd Community Center	4255 Harlem Road	21	$ 8.95	$ 187.95	$ 8.10	$ 170.10		
North Amherst Rec Center	4415 Millersport Highway	14	$ 8.95	$ 125.30	$ 8.10	$ 136.90		
Football		4	$ 8.95	$ 89.95	$ 8.10	$ 136.90		
Parks	450 Maple Road	13	$ 8.95	$ 116.35	$ 8.10	$ 136.90		
Plant 16	455 Tonawanda Creek	131	$ 8.95	$ 1,172.45	$ 8.10	$ 1,061.10		
Eggertsville/Snyder Library	4622 Main Street	4	$ 8.95	$ 89.95	$ 8.10	$ 136.90		
Audubon Par 3	475 Maple Road	1	$ 8.95	$ 89.95	$ 8.10	$ 136.90		
Police Station	500 John James	91	$ 8.95	$ 814.45	$ 8.10	$ 737.10		
Audubon Golf	500 Maple Road	6	$ 8.95	$ 89.95	$ 8.10	$ 136.90		
The Paw Park	500 Smith Road	7	$ 8.95	$ 89.95	$ 8.10	$ 136.90		
Williamsville Youth & Rec	5005 Sheridan	7	$ 8.95	$ 89.95	$ 8.10	$ 136.90		
Williamsville Library	5571 Main Street	3	$ 8.95	$ 89.95	$ 8.10	$ 136.90		
Town Hall	5583 Main Street	8	$ 8.95	$ 89.95	$ 8.10	$ 136.90		
Clearfield Library	770 Hopkins	4	$ 8.95	$ 89.95	$ 8.10	$ 136.90		
Central Park	772 North Forest	6	$ 8.95	$ 89.95	$ 8.10	$ 136.90		
Pool	892 North Forest	2	$ 8.95	$ 89.95	$ 8.10	$ 136.90		
			Total	$ 6,075.30		$ 6,455.90		
Services	Quantity 2025							
Recharge 2.5 # ABC	0		$ 54.95	$ -	$ 45.95	$ -		
Recharge 5 # ABC	0		$ 49.95	$ -	$ 62.57	$ -		
Recharge 10 # ABC	0		$ 59.95	$ -	$ 74.70	$ -		
Recharge 20 # ABC / K-Class	0		$ 189.95	$ -	$ 150.35	$ -		
6 yr maintenance / exchange 2.5 # ABC	1		$ 54.95	$ 54.95	$ 45.95	$ 45.95		
6 yr maintenance / exchange 5 # ABC	1		$ 59.95	$ 59.95	$ 62.57	$ 62.57		
6 yr maintenance / exchange 10 # ABC	1		$ 79.95	$ 79.95	$ 74.70	$ 74.70		
6 yr maintenance / exchange 20 # ABC / K-Class	2		$ 295.95	$ 591.90	$ 150.35	$ 300.70		
Hydro-test 2.5 # ABC	0		$ 54.95	$ -	$ 69.55			
Hydro-test 5 # ABC	5		$ 79.95	$ 399.75	$ 86.17	$ 430.85		
Hydro-test 10 # ABC	5		$ 94.95	$ 474.75	$ 98.30	$ 491.50		
Hydro-test 20 # ABC / K-Class	5		$ 215.95	$ 1,079.75	$ 173.95	$ 869.75		
New Extinguishers								
Ansul Fire Extinguisher 2.5 #	0		$ 54.95	$ -	$ 62.15	$ -		
Ansul Fire Extinguisher 5 #	0		$ 79.95	$ -	$ 89.50	$ -		
Ansul Fire Extinguisher 10 #	0		$ 94.95	$ -	$ 115.75	$ -		
Ansul Fire Extinguisher 20 # / K-Class	0		$ 295.95	$ -	$ 250.50	$ -		
Tags	0		Inc. w/ inspection	$ -	$ 4.90	$ -		
			Total	$ 2,741.00		$ 2,276.02		
Total Cost Comparison				$ 8,816.30		$ 8,731.92		
Materials								
Billing			MSRP or below			MSRP or below		~~MSRP or below~~

Notes:

Allstate: $8.95 per extinguisher inspection, with a minimum charge of $89.95 per site.

Allstate also confirmed for the items highlighted in yellow above that it would be cheaper to replace these units that to perform those services.

Dival: $8.10 per inspection, with a minimum charge of $136.90 (flat rate inspection charge for 18 or less fire extinguishers).

Buffalo Fire Extinguisher - no quoted as they are a 2 person company and don't believe they have the manpower to properly service this contract.

Senior Center qty will change from (6) to (15) this year per Gregg Bennett.

Attachment: Dival 2 (RES-2025-414 : Fire Extinguisher Inspection and Repair CRS #5432)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DiVal Safety Equipment, Inc. a division of DiVal Safety 1721 Niagara Street Buffalo NY 14207 USA	INSURER A: Zurich American Ins Co	16535
	INSURER B: National Union Fire Ins Co of Pittsburgh	19445
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570111592008 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GLO202811805	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 2028119-05	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			BE031373634	04/01/2025	04/01/2026	EACH OCCURRENCE AGGREGATE	$9,000,000 $9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC202811705	04/01/2025	04/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Holder Identifier :

Certificate No : 570111592008

Attachment: Dival 2 (RES-2025-414 : Fire Extinguisher Inspection and Repair CRS #5432)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
DIVAL SAFETY EQUIPMENT INC.
ATTN: KRISTINA PAGLINO
1721 NIAGARA STREET
BUFFALO, NY 14207

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
716-874-9060

1c. Federal Employer Identification Number of Insured or Social Security Number
161104585

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
Building Maintenance
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL531427

3c. Policy effective period
04/01/2025 to 03/31/2026

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 03/27/25 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 Richard White, 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 mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

DB-120.1 (10-17)

Attachment: Dival 2 (RES-2025-414 : Fire Extinguisher Inspection and Repair CRS #5432)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) DiVal Safety Equipment, Inc. 1721 Niagara Street Buffalo NY, 14207 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 716-874-9060 1c. NYS Unemployment Insurance Employer Registration Number of Insured 8520664-1 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1104585
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst Building Maintenance 5583 Main Street Williamsville NY 14221	3a. Name of Insurance Carrier Zurich American Ins Co 3b. Policy Number of Entity Listed in Box "1a" WC202811705 3c. Policy effective period 04/01/2025 to 04/01/2026 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ■ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than the 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 the licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Tracy Williams
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Tracy Williams 4/3/2025
(Signature) (Date)

Title: Strategic Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 312-381-1893

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

Attachment: Dival 2 (RES-2025-414 : Fire Extinguisher Inspection and Repair CRS #5432)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: Dival 2 (RES-2025-414 : Fire Extinguisher Inspection and Repair CRS #5432)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 30387 **RESOLUTION 2025-415** **ADOPTED**

Parking Lot Paving Town Owned Parking Lots

WHEREAS, the Facilities/Building Maintenance Department received bids on April 10, 2025 for Parking Lot Paving at various Town Owned Parking Lots; and

WHEREAS, the bid process resulted in responses from eight (8) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to award this contract to J&D's Seal Tech Corp. in the amount of $85,400.00; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with J&D's Seal Tech Corp.; and

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

4/28/2025
Consent

FINANCIAL IMPACT:

KP 2313-4972 $85,400.00

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

Bid Tabulation Form

Town of Amherst

Parking Lot Paving

2025-F-14

4/10/2025

Site	Milherst Construction	American Paving	D&H Paving	Northeast Diversification Inc.	J&D's Seal Tech Corp.	Anastasi Trucking, Inc.	Amherst Paving	Thomann Ashpalt
~~Amherst Central Park (Weekday Rate)~~	~~$ 46,582.00~~	~~$ 67,840.00~~	~~$ 54,950.00~~	~~$ 61,725.00~~	~~$ 38,000.00~~	~~$ 65,375.00~~	~~$ 54,519.00~~	~~$ 53,750.00~~
~~Amherst Central Park (Weekend Rate)~~	~~$ 49,525.00~~	~~$ 74,850.00~~	~~$ 60,700.00~~	~~$ 82,500.00~~	~~$ 40,000.00~~	~~$ 79,630.00~~	~~$ 60,532.00~~	~~$ 58,750.00~~
Amherst Police (Weekday Rate)	$ 44,780.00	$ 85,219.00	$ 57,000.00	$ 51,275.00	$ 35,800.00	$ 61,800.00	$ 57,019.00	$ 51,800.00
~~Amherst Police (Weekend Rate)~~	~~$ 50,300.00~~	~~$ 93,737.00~~	~~$ 62,000.00~~	~~$ 68,750.00~~	~~$ 37,800.00~~	~~$ 75,540.00~~	~~$ 62,968.00~~	~~$ 57,750.00~~
Northtown Center (Weekday Rate)	$ 34,200.00	$ 45,382.00	$ 39,900.00	$ 38,350.00	$ 28,000.00	$ 49,120.00	$ 44,188.00	$ 39,500.00
~~Northtown Center (Weekend Rate)~~	~~$ 37,100.00~~	~~$ 50,392.00~~	~~$ 44,500.00~~	~~$ 50,500.00~~	~~$ 30,000.00~~	~~$ 62,310.00~~	~~$ 52,768.00~~	~~$ 44,500.00~~
Willow Ridge Park (Weekday Rate)	$ 26,175.00	$ 33,299.00	$ 25,000.00	$ 26,250.00	$ 21,600.00	$ 31,320.00	$ 28,396.00	$ 25,250.00
~~Willow Ridge Park (Weekend Rate)~~	~~$ 29,200.00~~	~~$ 37,809.00~~	~~$ 30,000.00~~	~~$ 37,250.00~~	~~$ 24,000.00~~	~~$ 38,080.00~~	~~$ 38,796.00~~	~~$ 30,250.00~~
Total	$ 105,155.00	$ 163,900.00	$ 121,900.00	$ 115,875.00	$ 85,400.00	$ 142,240.00	$ 129,603.00	$ 116,550.00

Other

Unit Price: Milling & Paving $/1000 SqYds	*$25,500.00 **	$ 22,936.00	$ 21,500.00	*$20,700.00 **	*$123,400.00 **	$ 29,250.00	$ 19,500.00	$ 19,000.00
Unit Price: Milling & Paving $/SqYds*	$ 25.50			$ 20.70	$ 123.40			

NOTE: ** Bidders who gave unit price $/Sq Yd corrected or clarified pricing to $/1000 Sq Yds.*

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 30390 **RESOLUTION 2025-416** **ADOPTED**

Change Order Highway Garage Heaters CRS #5474

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $585.00.

During construction, it was found that additional materials and labor were required to complete the installation of the Unit Heaters. Additional work included replacement of existing breeching at the roof level and gas piping.

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

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

Thank you for considering this request.

4/28/2025
Consent

FINANCIAL IMPACT:

KP 1924.4972 $585.00

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: 04/28/25 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 30388 **RESOLUTION 2025-417** **ADOPTED**

Budget Transfers and Amendments

For April 28, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 04/23/2025
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:***
KP2101.4972 Construction Expense $49,700.00	KP2101.9005 Intrafund Transfers $49,700.00
To transfer funds from KP2101 Recreation Facility Improvements to KP2501 Paradise Park Restroom.	
T2023.4002 Rec Fees $34,000.00	T2023.9000 Interfund Transfers $34,000.00
To transfer funds from Trust Account Recreation Fees into KP2501 Paradise Park Restroom.	
A1620.1000 Personal Services $13,600.00 A1620.8030 FICA $1,040.40	A1410.1000 Personal Services $13,600.00 A1410.8030 FICA $1,040.40
To transfer funds from Building Maintenance to Town Clerk for seasonal hire for records project.	
B8560.4240 Shade Trees – Equip. Repairs $6,915.71	B8560.2600 Other Equip. $6,915.71
To transfer funds for purchase of Stump Grinder.	
A1990.4000 Contingency $21,530.00	A8020.1000 Personal Services $20,000.00 A8020.8030 FICA $1,530.00
To transfer funds budgeted in contingency into Planning for Urban Renewal.	

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
N1042.05002 Em'ee HI Contribution $2,443,62	N1042.8050 Retirement $2,443.62
To recognize 4th quarter employee health insurance contribution for 2024.	
N2423.02785 CDBG & VG- PI $71.48 N2440.02785 AMH HOME- PI $98.52	N2423.4000 Contractual $71.48 N2440.4000 Contractual $98.52
To recognize Community Development program income from 169 Hillcrest, Amherst.	
KP2501.05009 Intrafund Transfers $49,700.00 KP2501.05031 Interfund Transfers $34,000.00	KP2501.4972 Construction Expense $83,700.00
To setup budget for Paradise Park Restroom for transfers KP2101 and T2023.	
A3122.02410 Bailey Rentals $9,000.00	A3122.4220 Bldgs & Grounds $9,000.00
To recognize Bailey Ave rental revenue for Q1 2025.	
A3125.04389 Federal Revenue $900,000.00	A3125.2550 Other Specialized Equip. $900,000.00

To setup the budget for COPS Technology & Equipment Program Grant per Res 2024-1028 grant award and Res 2025-397 Sole Services and Standardization of Communication Equipment.

4/28/2025
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: 04/28/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30249 **RESOLUTION 2025-418** **ADOPTED**

Extension of Town Wide Collision Contracts - CRS #5416, 5417 & 5418

WHEREAS, Delacy Ford (Original CRS #4037), Joe Basil Chevrolet (Original CRS #4038) and United Auto Group of WNY (Original CRS #4039) have agreed to hold pricing and extend their contracts for an additional two-year term;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contracts with Delacy Ford, Joe Basil Chevrolet and United Auto Group of WNY for the period of May 8, 2025 through May 7, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extensions with Delacy Ford, Joe Basil Chevrolet and United Auto Group of WNY.

4/28/2025
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

March 19, 2025

Delacy Ford
3061 Transit Road
Elma, NY 14059
ATTN: Peter Delacy, President

Re: CRS 4037 – Bid #2023011 Town Wide Collision Repair

Dear Mr. Delacy:

The Town of Amherst wishes to extend this agreement for an additional contract period, through May 7, 2027, under the same pricing structure, terms and conditions as the original agreement.

This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond **within seven days upon receipt of this request.**

If you wish to extend, please return three signed (3) originals to:
Town of Amherst Contract Compliance Department, ATTN: Karen Halton
5583 Main Street
Williamsville, NY 14221

After approval and execution by the Town of Amherst, a fully signed copy will be returned to you for your files.

_X_ Yes, I agree to extend _____ No, I do not wish to extend

Company Name: Delacy Ford Inc.

Representative (Please print): Peter Delacy Title: President

Signature: _____ Date: March 21 2025

Acceptance by the Town of Amherst:

_____

Brian Kulpa, Supervisor Date

Attachment: Delacy Ford Signed Extension Agreement (RES-2025-418 : Extension of Town Wide Collision Contracts - CRS #5416, 5417 & 5418)

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

March 19, 2025

Joe Basil Chevrolet
5111 Transit Road
Depew, N 14043
ATTN: Jordan Dzierzanowski, Collision Shop Manager

Re: CRS 4038 – Bid #2023011 Town Wide Collision Repair

Dear Mr. Dzierzanowski:

The Town of Amherst wishes to extend this agreement for an additional contract period, through May 7, 2027, under the same pricing structure, terms and conditions as the original agreement.

This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond within seven days upon receipt of this request.

If you wish to extend, please return three signed (3) originals to:
Town of Amherst Contract Compliance Department, ATTN: Karen Halton
5583 Main Street
Williamsville, NY 14221

After approval and execution by the Town of Amherst, a fully signed copy will be returned to you for your files.

✓ Yes, I agree to extend ____ No, I do not wish to extend

Company Name: Joe Basil Chevrolet

Representative (Please print): Jordan Dzierzanowski Title: Body Shop Manager

Signature: _____ Date: 3/27/25

Acceptance by the Town of Amherst:

_____

Brian Kulpa, Supervisor Date

Attachment: Joe Basil Chevrolet Signed Extension Agreement (RES-2025-418 : Extension of Town Wide Collision Contracts - CRS #5416, 5417

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

March 19, 2025

United Auto Group of WNY, DBA Auto Collision & Glass
3766 Sheridan Drive
Amherst, NY 14226
ATTN: Richard Greenawalt, Owner

Re: CRS 4039 – Bid #2023011 Town Wide Collision Repair

Dear Mr. Greenawalt:

The Town of Amherst wishes to extend this agreement for an additional contract period, through May 7, 2027, under the same pricing structure, terms and conditions as the original agreement.

This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond **within seven days upon receipt of this request.**

If you wish to extend, please return three signed (3) originals to:
Town of Amherst Contract Compliance Department, ATTN: Karen Halton
5583 Main Street
Williamsville, NY 14221

After approval and execution by the Town of Amherst, a fully signed copy will be returned to you for your files.

X Yes, I agree to extend ____ No, I do not wish to extend

Company Name: United Auto Group DBA Auto Collision + Glass

Representative (Please print): Juanita Greenawalt-Stoke Title: VP

Signature: Juanita Greenawalt-Stoke Date: 3/24/25

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: United Auto Group Signed Agreement (RES-2025-418 : Extension of Town Wide Collision Contracts - CRS #5416, 5417 & 5418)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30323 **RESOLUTION 2025-419** **ADOPTED**

Award Bid #2025011 Tax Bill Processing - CRS #5431

WHEREAS, the Contract Compliance and Administration Department received bids on March 27, 2025 for Bid #2025011 Tax Bill Processing; 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 RDT Mail Corp.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with RDT Mail Corp.

4/28/2025
Consent

FINANCIAL IMPACT:

A1410-4020; 2025 - $33,734.20; 2026 - $33,734.20

Amounts are estimates and may change based on actual number of bills and receipts.

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

Bid #2025011 Tax Bill Processing							
Low Bidder			Vendor Name:	Zenith Management Consultant		RDT Mail	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price
			TAX BILL PROCESSING				
1	Approx. 27,000	EA	Pick up materials at Town Hall; fold tax bill (*see sizes below); insert into #10 window envelope along with a canary #9 envelope. *September School tax bill - 8.5" x 11" *January County tax bill - 8.5" x 14" **Bills must e folded in order to utilize perforation used to tear off bottom portion of bill.**	$0.28	$7,560.00	$0.0395	$1,066.50
2	Approx. 27,000	EA	Costs to meter and deliver envelopes to USPS	$0.00	$0.00	$0.00	$0.00
3	Approx. 27,000	EA	Costs for US postage at first-class presorted rate, (approx. 25 pieces required additional postage due to no pre-sort or out of country mailings for the prior mailing)	$0.38	$10,260.00	$0.622	$16,794.00
4	Approx. 27,000	EA	Buck Slip – Print, Cut, and Insert	$0.13	$3,510.00	$0.047	$1,269.00
			RECEIPT PROCESSING				
5	Approx. 22,000	EA	Pick up materials at Town Hall; fold 8.5" x 11" tax receipt & insert tax receipts into "Receipt Enclosed" window envelopes. Some hand folding may be required	$0.25	$5,500.00	$0.04185	$920.70
6	Approx. 22,000	EA	Costs to meter and deliver envelopes to USPS	$0.00	$0.00	$0.00	$0.00
7	Approx. 22,000	EA	Costs for US postage at first-class presorted rate, (approx. 5 pieces required additional postage due to no pre-sort or out of country mailings for the prior mailing)	$0.38	$8,360.00	$0.622	$13,684.00
			TOTAL COST PER TAX BILL CYCLE		**$35,190.00**		**$33,734.20**
			NO ADDITIONAL CHARGES WILL BE ALLOWED.				

NOTES:

Zenith Management Consultant: Submitted two price sheets - one marked School Tax and one marked Town/County Taxes. Vendor confirmed via email that lines 3 & 7 should be $0.38 cents each, not just for the quantities that require additional postage.

RDT Mail: Unit price for item 1 is $0.0395 for a total price of $1,066.50. Their bid had a total price of $1,070.55. Unit price for item 5 is $0.04185 for a total price of $920.70. Their bid had a total price of $920.07. Items 2 and 6 are included.

Attachment: Bid Analysis Tax Bill Processing (RES-2025-419 : Award Bid #2025011 Tax Bill Processing - CRS #5431)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30386 **RESOLUTION 2025-420** **ADOPTED**

Award RFP #202503 Utility Audit Services - CRS #5473

WHEREAS, proposals were received on March 20, 2025 for RFP #202503 Utility Audit Services; and

WHEREAS, two (2) proposals were received and evaluated by Town representatives as per the attached RFP analysis sheet;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to Troy & Banks, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Troy & Banks, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we are looking to start the audit process as soon as possible.

4/28/2025
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

RFP #202503 Utility Audit Services
RFP ANALYSIS SHEET

Raw Score is rated on a scale of 1-10

Description	Percentage (Weight)	Troy & Banks, Inc.		EGS Advanced Energy Solutions	
		Raw Score	Weighted	*Raw Score*	Weighted
Qualifications & Experience providing utility audit services	30	*10.00*	30.00	*9.00*	27.00
Experience providing utility audit services to Municipalities	25	*10.00*	25.00	*9.00*	22.50
Capability to provide the full scope of requested services	20	*10.00*	20.00	*10.00*	20.00
Reasonableness of proposed fee(s).	20	*10.00*	20.00	*9.43*	18.86
References	5	*10.00*	5.00	*7.00*	3.50
TOTAL EVALUATION	**100**		**100.00**		**91.86**

Attachment: Scoring Sheet - RFP 202503 Utility Audit Services (RES-2025-420 : Award RFP #202503

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30391 **RESOLUTION 2025-421** **ADOPTED**

Award Bid #2025016 Building Department Vehicles - CRS #5472

WHEREAS, the Contract Compliance and Administration Department received bids on April 17, 2025 for Bid #2025016 Building Department Vehicles; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award Item 1a and 1b of this bid to Delacy Ford; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Building Department to trade in the four vehicles listed in the attached bid tabulation for a total trade in value of $55,000; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Delacy Ford.

4/28/2025
Consent

FINANCIAL IMPACT:

B3620-2200; $61,732.00

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

Bid #2025016 Building Department Vehicles								
Low Bidder		Vendor Name:	Delacy Ford		Dave Warren Motors		Nielsen Ford of Morristown	
Item #	QTY		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
		Option #1 - 4 Vehicles						
1a	4	2025 or newer Ford Bronco Sport Big Bend with the convenience package, or equivalent	$29,183.00	$116,732.00	$33,651.00	$134,604.00	$30,783.69	$123,134.76
1b	4	Total for Trades - Vehicles 1, 2, 3 & 4 (see page 5)		($55,000.00)		($53,500.00)		($37,000.00)
		NET TOTAL – Total of 1a - Total of 1b		$61,732.00		$81,104.00		$86,134.76
		Option #2 – 3 Vehicles						
2a	3	2025 or newer Ford Bronco Sport Big Bend with the convenience package, or equivalent	$29,183.00	$87,549.00	No Bid	No Bid	$30,783.69	$92,351.07
2b	3	Total for Trades - Vehicles 1, 2 & 3 (see page 5)		($42,000.00)				($31,000.00)
		NET TOTAL – Total of 2a - Total of 2b		$45,549.00				$61,351.07
		Please fill in individual vehicle trade-in amounts on the trade-in table located on page 5						
		No Additional Charges Will Be Allowed						
NOTES:								
Dave Warren Motors - Quoted a 2025 Jeep Compass Trailhawk								

Attachment: Bid Tab Building Department Vehicles (RES-2025-421 : Award Bid #2025016 Building Department Vehicles - CRS #5472)

ORDER FOR TRADE	CAR #	YEAR	VIN	MAKE/MODEL	COLOR	MILEAGE	Delacy Trade In Amount	Dave Warren Motors Trade In Amount	Nielsen Ford Trade In Amount
1	BD-20-1	2020	1FMCU9G61LUC47827	FORD ESCAPE SE AWD	WHITE	41,630	$14,000.00	$15,000.00	$10,000.00
2	BD-21-1	2021	1FMCU9G69MUA18734	FORD ESCAPE SE AWD	WHITE	38,908	$15,000.00	$15,500.00	$13,000.00
3	BD-204	2019	1FMCU9GD1KUB98366	FORD ESCAPE SE AWD	WHITE	47,637	$13,000.00	$13,000.00	$8,000.00
4	BD-127	2018	1FMCU9GD4JUC29642	FORD ESCAPE SE AWD	GOLD	31,870	$13,000.00	$10,000.00	$6,000.00
							$55,000.00	$53,500.00	$37,000.00

Attachment: Bid Tab Building Department Vehicles (RES-2025-421 : Award Bid #2025016 Building

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Court
Initiated by: **Kim Kern**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 30385 **RESOLUTION 2025-422** **ADOPTED**

Amherst Court Employees to Attend Drug Court Conference

Amherst Town Justice, Amherst Court Administrator, Drug Court Analyst and Bench Clerk to the Town Justice to attend RISE25 Drug Court Conference in Orlando, FL from 5/27/25 to 5/31/25 at a cost of $8,546.74.

4/28/2025
Consent

FINANCIAL IMPACT:

Expenses are covered by the Byrne JAG grant BJ22-1037--D00 and the NYS OASAS Opioid Settlement Fund.

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
Ann Nichols	9378	Court	689-4230

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/27/2025	6/2/2025	Orlando FL	RISE25 Drug Court Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	301.96	A1112.4040	
Lodging:			
# nights 3 @ $ 140	420.00	A1112.4040	
Meals:			
IRS Per Diem Per Day: 80	160.00	A1112.4040	
1st & Last Day of Travel @ 75% 60	120.00	A1112.4040	
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee 795	795.00	A1113.4120	
membership fee	60.00	A1112.4120	
Other			
Subtotal	1,856.96		
Contingency - 10% of subtotal or $200	185.70		N/A
TOTAL	2,042.66		N/A

Request Approved By:

Kimberly C Keen

Department Head Signature

4/22/2025

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area For Expense Reimbursement

Town Board :

Town Board Resolution & Date

X:\Policies and Procedures\Travel\Travel Expense Reimbursement 2024

Attachment: DOC042225-042220251649 50 (RES-2025-422 : Amherst Court Employees to Attend Drug Court Conference)

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
Kimberly Kern	6972	Court	689-4231

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/27/2025	5/30/2025	Orlando FL	RISE25 Drug Court Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	226.96	A1112.4040	
Lodging:			
# nights 3 @ $ 140	420.00	A1112.4040	
Meals:			
IRS Per Diem Per Day: 80	160.00	A1112.4040	
1st & Last Day of Travel @ 75% 60	120.00	A1112.4040	
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee 795	795.00	A1113.4120	
membership fee 60	60.00	A1112.4120	
Other			
Subtotal	1,781.96 -		N/A
Contingency - 10% of subtotal or $200	178.20 -		N/A
TOTAL	1,960.16 -		

Request Approved By:

Kimberly C. Kern

Department Head Signature

4/22/25

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

X:\Policies and Procedures\Travel\Travel Expense Reimbursement 2024

Attachment: DOC042225-04222025164950 (RES-2025-422 : Amherst Court Employees to Attend Drug Court Conference)

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
Michele Presutti	8774	Court	689-4211

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/27/2025	5/30/2025	Orlando FL	RISE25 Drug Court conference

Expenses		Estimated	Budget A/C #	Actual
Transportation:	rental car	400.00	A1112.4040	
Mileage	@ $0.67			
Tolls				
Parking		225.00	A1112.4040	
Local Transportation (bus/taxi)				
Plane/Rail/Bus		281.96	A1112.4040	
Lodging:				
# nights	@ $			
Meals:				
IRS Per Diem Per Day:	80	160.00	A1112.4040	
1st & Last Day of Travel @ 75%	60	120.00	A1112.4040	
# Breakfasts	@ $			
# Lunches	@ $			
# Dinners	@ $			
# Incidentals	@ $			
Registration/Conference Fee	795	795.00	A1112.4120	
membership fee		60.00	A1112.4120	
Other				
Subtotal		2041.96		N/A
Contingency - 10% of subtotal or $200		200.00		N/A
TOTAL		2241.96		

Request Approved By:

Kimberly C Keen

Department Head Signature

4/22/2025

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

X:\Policies and Procedures\Travel\Travel Expense Reimbursement 2024

Attachment: DOC042225-04222025164950 (RES-2025-422 : Amherst Court Employees to Attend Drug Court Conference)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☒ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Eileen Logsdon	8062	Court	689-4255

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/25/2025	5/31/2025	Orlando FL	RISE25 Drug Court Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	326.96	A1112.4040	
Lodging:			
4 # nights @ $ 140	560.00	A1112.4040	
Meals:			
IRS Per Diem Per Day: 80	240.00	A1112.4040	
1st & Last Day of Travel @ 75% 60	120.00	A1112.4040	
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee 795	795.00	A1112.4120	
membership fee	60.00	A1112.4120	
Other			
Subtotal	2,101.96 -		N/A
Contingency - 10% of subtotal or $200	200.00 -		N/A
TOTAL	2,301.96 -		

Request Approved By:

Kimberly C Kern

Department Head Signature

4/22/25

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

X:\Policies and Procedures\Travel\Travel Expense Reimbursement 2024

Attachment: DOC042225-04222025164950 (RES-2025-422 : Amherst Court Employees to Attend Drug Court Conference)

Amherst Town Court

400 John James Audubon Parkway

Amherst, NY 14228

Eileen Logsdon

Therapeutic Courts Director

Phone: (716) 689-4255

Fax: (716) 929-9109

3/13/25

Mr. Brian Kupla
Town of Amherst Supervisor
Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Dear Mr. Kupla & Fellow Board Members:

I am an employee at Amherst Court where I oversee the Therapeutic Treatment Courts (Drug/DWI/Opioid/Veteran's/Gambling and Domestic Violence Courts). I have the opportunity and seeking permission to attend The 2025 National Association of Drug Court Professionals (NADCP) Conference. This conference is being held May 28 – May 31, 2025 in Kissimmee, Florida. By attending this yearly conference, it provides our courts crucial information that is needed to learn best practices and implementing these best practices into our own Therapeutic Courts. This conference is fully covered financially by an existing grant.

Thank you in advance for your consideration regarding this matter.

Sincerely,

Eileen Logsdon

Eileen Logsdon
Amherst Therapeutic Courts Director

Attachment: DOC042225-04222025164950 (RES-2025-422 : Amherst Court Employees to Attend Drug Court Conference)

RISE 25

May 28-31, 2025 • Kissimmee, Florida

Welcome to the world's premier conference on addiction, mental health, and justice innovation.

Join us for RISE25!

All Rise will host RISE25 from May 28-31, 2025 at the Gaylord Palms Resort & Convention Center in Kissimmee, Florida.

RISE draws more than 7,000 attendees each year, bringing together representatives from all models of treatment courts as well as leaders, policymakers, and other key stakeholders from the legal, treatment, and social service fields, and leaders from recovery and veteran communities, to learn the latest evidence-based practices for serving justice-involved individuals impacted by substance use, mental health, and co-occurring disorders and trauma.

Attachment: DOC042225-04222025164950 (RES-2025-422 : Amherst Court Employees to Attend Drug Court Conference)

Thinking of attending RISE25? Download our justification toolkit and make your case to be at the conference event of the year.



More RISE24 Highlights

Registration and Housing are now open.

Registration

Housing

WHY RISE?

7,000 Attendees

250+ Sessions

350+ Speakers

22+ CLE/CEU Hours

RISE captures the spirit of public health and public safety leaders who are committed to expanding treatment and recovery for people impacted by substance use, mental health, and co-occurring disorders and trauma who are involved in the justice system.

RISE25 will be held in Kissimmee, FL from May 28-31.

ONWARD.
UPWARD. RISE.

Attachment: DOC042225-04222025164950 (RES-2025-422 : Amherst Court Employees to Attend Drug Court Conference)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30392 **RESOLUTION 2025-423** **ADOPTED**

Authorization to Install One (1) Fire Hydrant 669 Youngs Road – SP-2024-04 TOA Project No. 2010.083A

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

During the course of construction associated with the above referenced project and in an effort to comply with all fire safety codes, the project developer is required to install one (1) additional fire hydrant onsite. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to accept this installation. The Town shall pay the annual maintenance fee of $160.80 per fire hydrant for a total of $160.80.

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

Thank you for considering this request.

4/28/2025
Consent

FINANCIAL IMPACT:

The Town shall pay the annual maintenance fee of $160.80 per fire hydrant for a total of $160.80.

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30393 **RESOLUTION 2025-424** **ADOPTED**

Evergreen Terrace Subdivision – Street Lighting Energy Costs Town of Amherst Job# 2016.054A

The Town is currently proceeding with the installation of 187 post top street lights within the Evergreen Terrace Subdivision. As part of this project, electrical power for these fixtures will be sourced from various National Grid connection points located within the project boundaries.

In order to proceed with energizing the lights, National Grid requires formal confirmation that the Town will assume ownership, operation, and maintenance responsibilities for the new street lights, along with the associated energy costs.

Therefore, the Town's Engineering Department is requesting that the Town Board adopt a resolution affirming that the Town will accept ownership of the 187 newly installed post top street lights within the Evergreen Terrace Subdivision, be responsible for the ongoing operation and maintenance of these lights, and cover all associated energy costs through the Lighting Special District account E9997-4110.

Adoption of this resolution will satisfy National Grid's requirements and allow the Town to proceed with finalizing electrical connections and bringing the new street lighting system online.

4/28/2025
Consent

FINANCIAL IMPACT:

Lighting Special District account E9997-4110.

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: 04/28/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30394 **RESOLUTION 2025-425** **ADOPTED**

National Grid Power Corporation Electric Service Proposal and Grant of Easement Paradise Park Restroom Building - TOA Project No. 2015.024A CRS ID# 5403

As the new restroom building at the above facility requires the installation of a new electric service and power poles in order to provide electric power to the new building, we are requesting the Town Board to authorize the Supervisor to execute the attached Grant of Easement and Electric Service Proposal WR#31110511 at the above location in the amount of $4,964.00.

The funds for this proposed work are available from bond account KP2501.4972. May we have your approval for execution of the attached electrical service proposal?

Thank you for considering this request.

4/28/2025
Consent

FINANCIAL IMPACT:

account KP2501.4972

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

nationalgrid

March 3, 2025

Town of Amherst
1100 North Forest Rd
Williamsville, New York 14221

Re: Electric Service Proposal WR#31110511
750 Paradise Rd Bathroom East Amherst, NY 14051

Enclosed please find an Electric Service Proposal for installation of service to 750 Paradise Rd East Amherst, NY 14051 Service installation will require 360 ft. of primary and secondary cables, poles, and anchors.

Pursuant to PSC No. 220 Tariff Rule 21.4, there is a cost to you in the amount of $4,964.00.

NOTE: *Sales tax has been excluded from this proposal.*

If this Proposal is acceptable, please sign and return this letter. Upon receipt of your acceptance, you will be billed under separate cover in the amount of $4,964.00. This estimate is valid for 90 days from the date of this letter.

This work will be scheduled upon receipt of this signed proposal, payment of invoice, and completion of all responsibilities as outlined in the attached proposal.

Pursuant to PSC No. 220, you are responsible for the actual costs of this project. Upon project completion, costs will be reconciled to the installed span footage whenever the installed span footage varies from the footage provided in the initial design by more than 10 feet. The Company will subsequently bill you if our costs run over the invoiced amount or refund the difference if costs run below the invoiced amount. You are responsible for all invoiced amounts.

Should you have any questions, please contact me at 716-831-7192.

Sincerely,

Bernice

Bernice Montague
Regional Account Services
National Grid
144 Kensington Avenue
Buffalo, NY 14214

Attachment: National Grid Backup Items (RES-2025-425 : National Grid Power Corporation Electric Service Proposal And)

March 3, 2025

Town of Amherst
1100 North Forest Rd
Williamsville, New York 14221

Re: Electric Service Proposal WR#31110511
750 Paradise Rd Bathroom East Amherst, NY 14051

I ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:

Print Name: _____

Title:
(if applicable) _____

Signature: _____

Date: _____

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.

Attachment: National Grid Backup Items (RES-2025-425 : National Grid Power Corporation Electric Service Proposal And)

ELECTRIC SERVICE PROPOSAL WR#31110511

Town of Amherst
750 Paradise Rd Bathroom East Amherst, NY 14051

Service Request:	31110511
Electrical Contractor:	
Customer's Contribution:	$4,964.00
Billing Party:	Town of Amherst
Customer's Responsibilities:	➢ Return signed Proposal cover letter, if accepted ➢ Provide all necessary right-of-way easements. ➢ Notify National Grid if any changes in the Billing Party occur. ➢ Payment in full, upon receipt of invoice ➢ Dig trench, sand and backfill to National Grid's specifications. ➢ Install bollards if applicable. ➢ Ensure drive able surface for access to transformer for maintenance and repairs if applicable. ➢ Contractor to follow all specs in 754/759 Bulletins
National Grid Responsibilities:	INSTALL P#750R & ANCHOR L=20' TO THE E AND NW INSTALL P#750R1 & ANCHOR L= 20' TO THE W INSTALL XFMR P750R1 INSTALL 360' OF 1 PHS PRIMARY & SECONDARY WIRING FROM P#718 TO P#750R1 INSTALL 90' #2TRI FROM XFMR P750R1 TO NEW RISER & INSTALL 1 METER
Construction Lead Time:	Approximately 4-6 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Agreement, this project will be added to National Grid's construction schedule. **Note: Payment must be made upon receipt of invoice. The correct mailing address for payments will be noted on the invoice you receive.**
Remarks:	This Proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal. This proposal and all attached documentation are proprietary property of National Grid and can only be used for its intended purpose and shall not otherwise be disclosed.
Prepared By:	*Bernice Montague* Regional Account Service 716-831-7192

Attachment: National Grid Backup Items (RES-2025-425 : National Grid Power Corporation Electric Service Proposal And)

nationalgrid

INVOICE
National Grid
Non-Utility Billing
300 Erie Blvd. West
Syracuse NY 13202
(315) 428-3110

Invoice Number: 500163919
Invoice Date: 03/04/2025
Customer Number: 200128085
Due Date: 06/02/2025
Work Order: 10031110511

TOWN OF AMHERST ENGINEERING
1100 N Forest Rd
Williamsville NY 14221-3298

Line	Description	Quantity	UOM	Unit Amt	Net Amount
Please make this payment promptly to ensure your job progresses in a timely manner. 750 Paradise Rd Restroom Service Install If paying by wire: Wire Payment: JPMorgan Chase, Bank Routing Number (ABA): 021000021, Credit: National Grid USA, Bank Acct. Number: 777149642. Please provide invoice and customer number with payment or transaction If you have any questions about this invoice, please contact BERNICE MONTAGUE at BERNICE.MONTAGUE@NATIONALGRID.COM					
10	Service Install	1.000	EA	4,916.84	$4,916.84
20	Service Install	1.000	EA	47.16	$47.16
	Sub Total :				4,964.00
	Total Taxes :				0.00
	TOTAL AMOUNT DUE:				$4,964.00

Prices are subject to change after 90 days
Please be sure to remit your payment to the address provided on the remittance stub below.
Do not send payments to the company representative who quoted you the value for the work to be performed.
ACH Payments (Banking Information) up to $99,999 can be made for a One Time Fee through

PLEASE DETACH AND RETURN THIS STUB WITH PAYMENT

Writing your invoice number on your check will help ensure your payment is properly applied.

Make checks payable to National Grid. PO Box does not accept overnight delivery.

National Grid
P.O.Box 29805
New York, NY 10087-29805

AMOUNT DUE: $4,964.00

Invoice Number: 500163919
Invoice Date: 03/04/2025
Customer Number: 200128085
Due Date: 06/02/2025
Company Code: 5210

Attachment: National Grid Backup Items (RES-2025-425 : National Grid Power Corporation Electric Service Proposal And)

nationalgrid

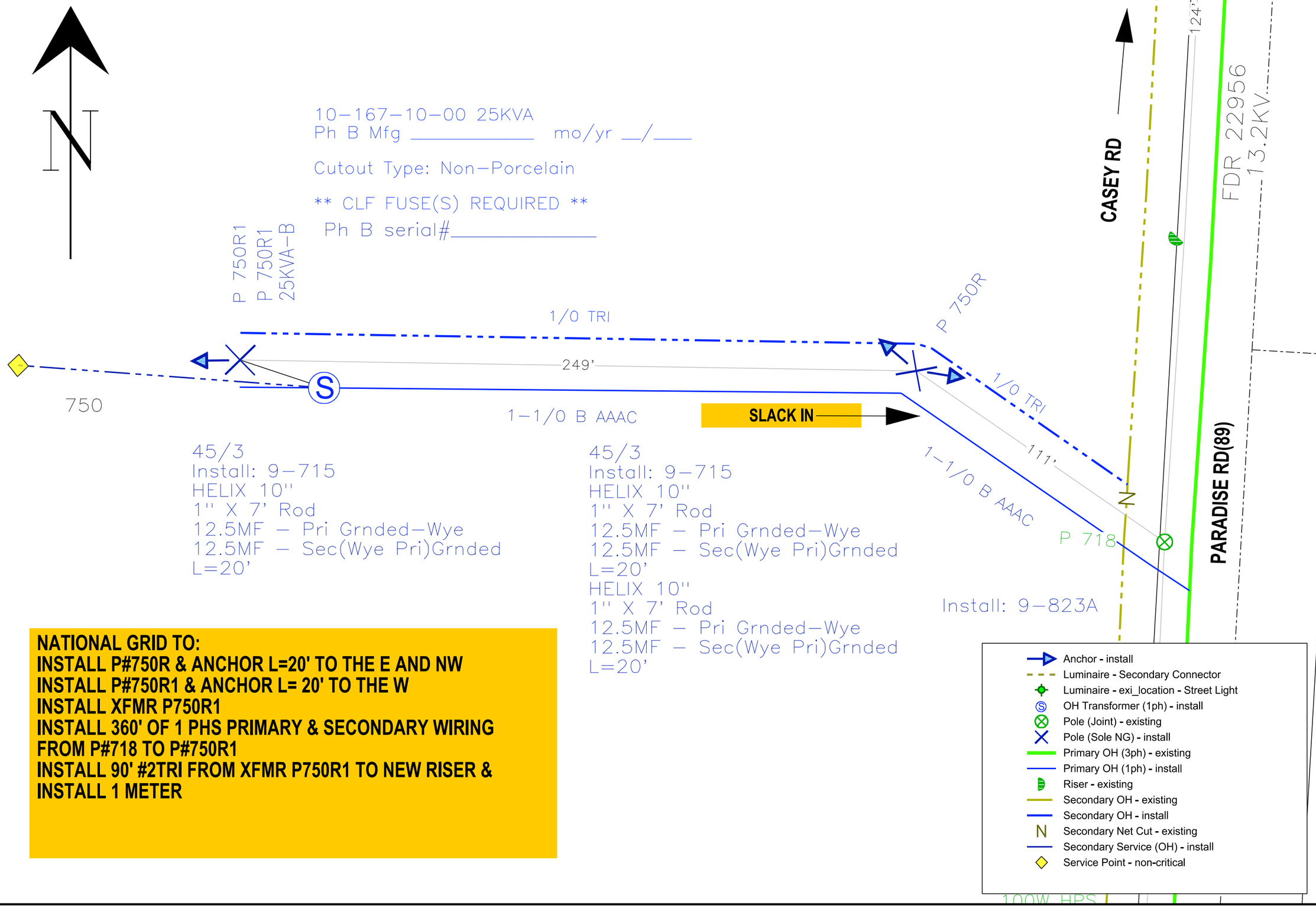
INVOICE
National Grid
Non-Utility Billing
300 Erie Blvd. West
Syracuse NY 13202
(315) 428-3110

Invoice Number:	500163919
Invoice Date:	03/04/2025
Customer Number:	200128085
Due Date:	06/02/2025
Work Order:	10031110511

TOWN OF AMHERST ENGINEERING
1100 N Forest Rd
Williamsville NY 14221-3298

Speedpay at https://internet.speedpay.com/nationalgrid/#/login/guest. Credit/Debit Card Payments can be made in five (5) $1,000 Increments for Invoices up to $5,000, at a fee per Transaction, through Speedpay, by selecting Add Card in the Payment Form at https://internet.speedpay.com/nationalgrid/#/login/guest
This is an estimated project cost. Final project cost will be reconciled and may result in an additional charge or refund. Please refer to the National Grid's PSC 220 Tariff and/or your agreement (where applicable) for additional information.

Attachment: National Grid Backup Items (RES-2025-425 : National Grid Power Corporation Electric Service Proposal And)



NATIONAL GRID TO:
INSTALL P#750R & ANCHOR L=20' TO THE E AND NW
INSTALL P#750R1 & ANCHOR L= 20' TO THE W
INSTALL XFMR P750R1
INSTALL 360' OF 1 PHS PRIMARY & SECONDARY WIRING FROM P#718 TO P#750R1
INSTALL 90' #2TRI FROM XFMR P750R1 TO NEW RISER & INSTALL 1 METER

0 33 66 FT

MAINLINE MAP/VOLTAGE CONVERSIONS UPDATE REQUIRED

NATIONAL GRID USA

01-25-31110511

T.D/T.C. 5064

FEEDER NO. 22956

716-346-0826

SHEET 1 OF 2

☐ BUILT AS DESIGNED
☐ AS BUILT CHANGES

PHONE NUMBER:

DATE:

DESCRIPTION:
INSTALL 240/120V 1PHS 200A SVC

WORK REQUEST: 01-25-31110511

STORMS ORDER: 31110511 DATE: 02/26/2025

DESIGNER: Strauss, Steven

JOB TITLE: 750 Paradise Bathroom Service

FOREMAN OK:

Attachment: National Grid Backup Items (RES-2025-425 : National Grid Power Corporation Electric Service Proposal And)

TOWN OF AMHERST

COMPTROLLER'S OFFICE

5583 Main Street
Williamsville, New York 14221
Fax: (716) 631-7012
www.amherst.ny.us

Darlene A. Carroll
Comptroller
716-631-7008
dcarroll@amherst.ny.us

TAX EXEMPT CERTIFICATE

TAX EXEMPT # 16-6002157

AC 946 (Rev. 3/99)

TO BE RETAINED BY VENDOR AS
EVIDENCE OF EXEMPT SALE

STATE OF NEW YORK
For use only by Employees of the State of New York or its political subdivisions.

.....Date.....
Name of Person or Firm Furnishing Services and/or Materials

.....
Address

This is to certify that I am an employee of the State of New York or one of its political subdivisions; that the services or materials purchased on the date set forth below will be paid for by the State or a political subdivision; and that such charges are incurred in the performance of my official duties.

Nature of Transactions_____

Dates of Transactions_____

State Dept., Agency or
Political Subdivision_____

Darlene A. Carroll
Signature of Employee

Comptroller
Title

NOTE: A separate exemption certificate is required from each person claiming exemption.

Attachment: National Grid Backup Items (RES-2025-425 : National Grid Power Corporation Electric Service Proposal And)

GRANT OF EASEMENT

TOWN OF AMHERST, a municipal corporation, having an address at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as "Grantor"), is the owner of that certain parcel of real property commonly known as 750 Paradise Road located in the Town of Amherst, County of Erie in the State of New York, identified on the tax maps of the County of Erie, as Section 42.11/Block 2/Lot 13.21 (SBL# 42.11-2-13.21) and pursuant to that certain deed recorded with the County Clerk of the County of Erie on September 10, 1974 in Liber 8208 at Page 5 (the "Grantor's Land"), and Grantor, for consideration in the amount of One Dollar ($1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and **VERIZON NEW YORK, INC.** having an address at 140 West Street, New York, New York 10007 (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns a perpetual and nonexclusive easement and right of way through, over, across, under and upon the Grantor's Land (the "Easement") under the following terms and conditions.

Section 1 – Description of the Easement. The Easement provides the Grantees with the right, privilege, and authority to:

a. construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the purpose of transmitting intelligence and communication data, by any means, whether now existing or hereafter devised, for public or private use, in, through, upon, over, under, and across that certain portion of the Grantor's Land described in Section 2 below (the "Easement Area"), and any highways abutting or running through the Grantor's Land, and to renew, replace, remove, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others; and

b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and

c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor's Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantees, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantees' existing or proposed Facilities; and

d. excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Easement; provided, however, that the Grantees will, upon completion of the work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

e. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor's Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land twenty (20) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, **"Easement Sketch-Exhibit A, WR# 31110511",** which sketch is attached hereto as Exhibit A and recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 3 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

Section 4 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto,

Attachment: National Grid Backup Items (RES-2025-425 : National Grid Power Corporation Electric Service Proposal And)

swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees' prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantees, their successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this _____ day of _____, 20____.

TOWN OF AMHERST

By: _____
(signature)

Name: _____
(printed)

Its: _____
(title)

State of _____)
) ss:
County of _____)

On the ____ day of _____ in the year 20___, before me, the undersigned, 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 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

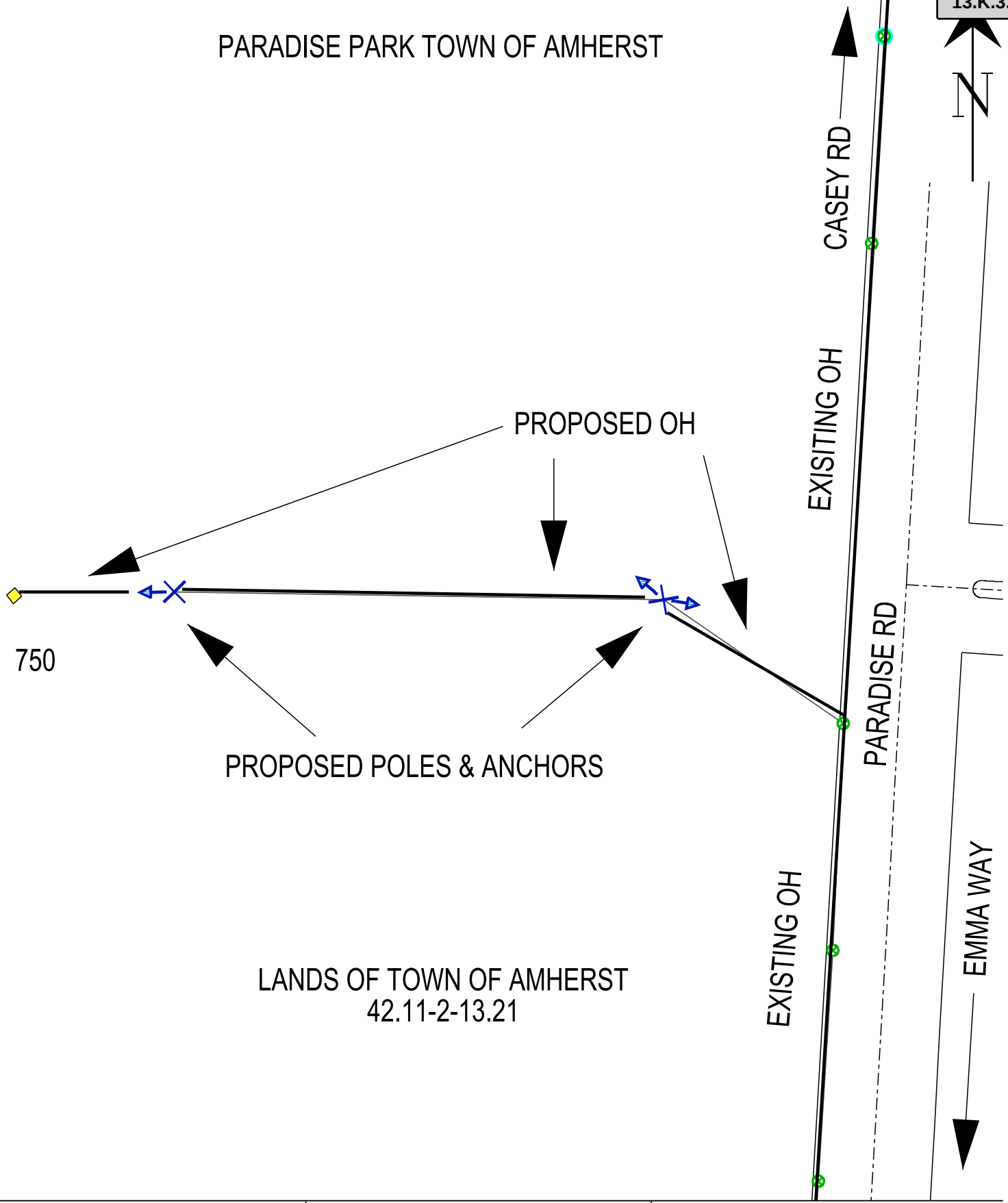
_____
Notary Public

RETURN TO:

Coates Field Service, Inc.
Representing National Grid
Attention: Elizabeth Croteau
PO Box 248956
Oklahoma City, OK 73124

Attachment: National Grid Backup Items (RES-2025-425 : National Grid Power Corporation Electric Service Proposal And)

PARADISE PARK TOWN OF AMHERST



EASEMENT #:	EASEMENT SKETCH - EXHIBIT A	NOT TO SCALE
DESIGNER: Strauss, Steven DATE: 2/26/25 WORK ORDER #: 01-25-31110511	LANDS OF TOWN OF AMHERST 750 PARADISE RD TOWN OF AMHERST COUNTY OF ERIE 42.11-2-13.21	nationalgrid

Attachment: National Grid Backup Items (RES-2025-425 : National Grid Power Corporation Electric Service Proposal And)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30395 **RESOLUTION 2025-426** **ADOPTED**

Proposal for Design Services for Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration – C&S Engineers, Inc. PIN 5765.23; NYS Comptrollers Contract #D041556 Town of Amherst Job No. 2022.016A CRS ID# 5461

The Town of Amherst obtained Congestion Mitigation and Air Quality (CMAQ) funding for the reconfiguration of N. Bailey Avenue and Maple Road in the amount of $3,576,000.00. CMAQ is a Federal Highway Administration reimbursement program administered by the New York State Department of Transportation (NYSDOT).

Prior to obtaining this award, this office solicited fifteen (15) professional engineering firms on the Local Design Services Agreement (LDSA) list. Two (2) firms responded with an expression of interest and supplemental proposal. Qualifications were scored by committee in accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects. C&S Engineers was determined as the preferred design consultant after scoring was tallied.

We are in receipt of a proposal in the amount of $650,000.00 from C&S Engineers, Inc. to provide engineering design services including study & report, preliminary design, final design, right-of-way incidentals, and bidding/negotiation phases. The design fee is 80% reimbursable through the CMAQ federal-aid funding. The remaining 20% local share must be provided by the Town of Amherst in order to participate in this program and as committed by State Local Agreement, Town Board Resolution 2024-917.

At this time, we request the Town Board approve the expenditure of the above-described proposal by C&S Engineers, Inc. at a total cost of $650,000.00, with the Town's share being $130,000.00. Funding is available from account KP2519 with the local shares sourced from Boulevard Central District Mitigation Funds. Thank you for considering this request.

4/28/2025
Consent

FINANCIAL IMPACT:

account KP2519

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

TOWN OF AMHERST
PROFESSIONAL DESIGN SERVICES AGREEMENT
Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration
Town Project #2022.016A, PIN 5765.23

This document is a MODIFIED version of EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents.
Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

THIS IS AN AGREEMENT effective as of **April 28, 2025** ("Effective Date") between the

Town of Amherst (Owner") and

C&S Engineers, Inc. (Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration; Intersection Project (PIN 5765.23) ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Provide preliminary design, final design, ROW incidentals, bidding services, construction administration, construction inspection, and post-construction services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or

Attachment: N. Bailey Maple Intersection (RES-2025-426 : Proposal for Design Services for Maple Road (CR 192) and N. Bailey Avenue

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

Attachment: N. Bailey Maple Intersection (RES-2025-426 : Proposal for Design Services for Maple Road (CR 192) and N. Bailey Avenue

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

Attachment: N. Bailey Maple Intersection (RES-2025-426 : Proposal for Design Services for Maple Road (CR 192) and N. Bailey Avenue

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

H. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

I. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

J. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

K. Engineer's services do not include providing legal advice or representation.

L. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

M. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

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6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations and one electronic record version of such Drawings (AutoCad format) and Specifications (MS Word format).

B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth by the Town of Amherst in Exhibit E. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insured with respect to such liability insurance purchased and maintained by Contractor for the Project.

C. Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit E. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

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6.06 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.07 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive

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Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.08 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the State of New York.

6.09 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.;

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(c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

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22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The Town of Amherst. Unless indicated otherwise, this is the entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

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34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.
   a. Appendix 'A' – Scope of Services for a Locally Administered Federal Aid project

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, Insurance Requirements.

F. Exhibit F, Special Provisions - Addendum to Contract Major Exposure

G. Exhibit K, Amendment to Owner-Engineer Agreement

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

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8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **Town of Amherst**

By: _____

Brian Kulpa

Supervisor

Date Signed: _____

Engineer: **C&S Engineers, Inc.**

By: _____

Print name: **Timothy F. Hughes, PE**

Title: **Principal**

Date Signed: 4/1/25

Engineer License or Firm's Certificate No. (if required):

C&S Engineers, Inc. NYS Firm Certificate No.: 0021365

State of: **New York**

Address for Owner's receipt of notices:

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Designated Representative (Paragraph 8.03.A):

Brian Armstrong

Director of Engineering Services

Phone Number: (716) 631-7154

E-Mail Address: Barmstrong@amherst.ny.us

Address for Engineer's receipt of notices:

C&S Companies
141 Elm Street, Suite 100
Buffalo, NY 14203

Designated Representative (Paragraph 8.03.A):

Daniel T. Borcz, P.E.

Title: **Department Manager**

Phone Number: **(716) 955-3028**

E-Mail Address: dborcz@cscos.com

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration; Intersection Project (PIN 5765.23; Job# 2022.016A)

A1.01 *Phase I - Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

    a. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~

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9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables:

    a. Conduct field edit(s) of the supplied data as required to supplement and verify information.

15. Specific additional project tasks and/or deliverables:

a. See Appendix 'A' - SCOPE OF SERVICES

~~16. Furnish three (3) copies of the Report and any other Study and Report Phase deliverables to Owner within thirty (30) days of the Effective Date and review it with Owner. Within five (5) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~

~~17. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish three (3) copies of the revised Report and any other Study and Report Phase deliverables to the Owner within fifteen (15) days of receipt of Owner's comments.~~

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Phase II - Preliminary Design Phase*

A. After written acceptance by Owner of the Report and any other Study and Report Phase deliverables the Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility

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Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

   a. Utilize existing digital and plan data supplied by the town (digital orthophotos, tax parcel boundaries, DTM data, building outlines, pavement edges and record drawing information) to prepare base mapping of the project area.

   b. Conduct field edit(s) of the supplied data as required to supplement and verify information.

   c. Prepare preliminary design plans showing existing conditions and proposed improvements, and meet with Town Engineering staff to review the proposed designed improvements.

   d. Prepare preliminary design plans in AutoCAD format from the project base maps to include plan views, profiles, details, general construction notes, tables, title sheet and location map.

   e. The Engineer shall provide all drawing and specifications, as required.

10. Specific additional project tasks and/or deliverables:

   a. See Appendix 'A' - SCOPE OF SERVICES

11. Furnish **three (3)** review copies of the Preliminary Design Phase documents, Construction Cost Estimate, and any other Preliminary Design Phase deliverables to Owner ~~within **Sixty (60)** days of authorization to proceed with this phase, and review them with Owner. Within **five (5)** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner **three (3)** copies of the revised Preliminary Design Phase

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documents, revised opinion of probable Construction Cost, and any other deliverables ~~within **fifteen (15)** days after receipt of Owner's comments.~~

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Phase III - Final Design Phase*

A. After written acceptance by Owner of the Preliminary Design Phase documents the Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the preliminary construction cost estimate.
5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
7. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
8. Perform or provide the following other Final Design Phase tasks or deliverables:
    a. Prepare and furnish 90% complete design plans and bidding specifications for review by the Owner. ~~Within **ten (10)** days of receipt, Owner shall submit to Engineer any comments for revisions.~~
    b. Revise the design plans and bidding specifications in accordance with comments and instructions from all applicable agencies, as appropriate, and submit final copies of the design plans and bidding specifications, a revised opinion of probable Construction Cost, and any other required deliverables to the Owner ~~within **ten (10)** calendar days after receipt of all applicable agency review comments and instructions.~~
    c. Prepare the bid documents with an itemized list of work to be performed. The itemized list will consist of all items in the "technical specifications" listed in the Preliminary Design Phase. Bidding will be based on each item on the itemized list. Contract award will be based on "all" or "a portion of" the items.
9. **Specific additional project tasks and/or deliverables:**
    a. **See Appendix 'A' - SCOPE OF SERVICES**

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B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **one (1)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Phase IV - Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents to prospective contractors, and attend pre-bid conferences.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

5. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, prior to award of contracts for the Work.

6. Prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals.

7. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

8. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:

   a. Provide **(2)** sets of final construction documents for bidding. Post on Avalon Plan Room.

   b. Address any questions from potential bidders and issue any necessary addendums to the contract documents promptly and prior to Bid opening.

   c. Assist Owner in connection with Bid protests, or renegotiating contracts for construction, materials, equipment, or services.

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d. **See Appendix 'A' - SCOPE OF SERVICES**

e. **Meet all requirements of Local Federal Aid Projects and the Procedures for Locally Administered Federal Aid Projects**

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Phase V - Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, or at a minimum of **three (3)** inspection visits per week during construction, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the

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Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

9. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

10. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

11. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

12. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give

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written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

13. *Change Orders:* Recommend Change Orders to Owner, as appropriate, and prepare Change Orders as required.

14. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

15. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

16. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

17. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

18. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

19. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will

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constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

20. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.16. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

21. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

22. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

a. Make visits to the site at part-time intervals appropriate to the various phases and nature of construction to observe the progress and quality of the construction work and to determine, in general if the results of the construction work are in accordance with

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the Drawings and Specifications. Where construction does not comply with Plans and Specifications, notify Owner of such deficiencies or non-complying construction and report to the Owner any work not adequately corrected with recommendations to assist the Owner to obtain compliance of the construction with the Plans and Specifications. On the basis of his on-site observations as an Engineer, he shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the Contractor; but does not guarantee the performance of the Contractor.

b. Attend scheduled construction progress meetings and issue minutes.

c. The Engineer is not responsible for the construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions in connection with the construction work. The Engineer is not responsible for the Contractor's failure to execute the work in accordance with the construction Contract.

d. Notify the Owner of all permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the Owner for its correction and; at the request of the Owner have recommendations implemented by the Contractor.

e. **Meet all requirements of Local Federal Aid Projects, Procedures for Locally Administered Federal Aid Projects, and Manual of Uniform Record Keeping.**

23. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

24. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Phase VI - Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

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2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

   a. Following completion of construction, the Engineer shall furnish the Owner with a set of digital and reproducible record drawings showing those changes made during the Construction Contract execution or during the construction process, based upon the Engineer's Project Representative's notes and executed Change Orders.

   b. **Meet all requirements of Local Federal Aid Projects, Procedures for Locally Administered Federal Aid Projects, and Manual of Uniform Record Keeping.**

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for preparation or review of environmental assessments; review and evaluation of the effects on the design requirements for the Project of any documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, or Owner's schedule; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are due to any causes beyond Engineer's control.

3. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

4. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

5. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

6. Overtime work requiring higher than regular rates.

7. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

8. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project.

3. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

4. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Give instructions to Engineer regarding Owner's procurement of construction services, Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents. Furnish copies of all design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents. Owner shall have responsibility for the final content of (1) such bidding-related documents, and (2) those portions of any Construction Contract other than the design, and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish, or otherwise make available such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Utility and topographic mapping and surveys.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

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E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through the Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

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O. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

P. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Q. Perform or provide the following:

1. **Provide the ENGINEER with access to project file**

2. **Provide the ENGINEER with available right-of-way information**

3. **Provide the ENGINEER with available information from the Town's GIS; aerial maps; street addresses, GEIS, record plans, site plans, and concept plan.**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be a Not-to-Exceed-Time & Material Amount of **$ 650,000.00** based on the following estimated distribution of compensation of line items a. to d. below:

a.	Study and Report Phase (NYSDOT I-II)	$ 102,000.00
b.	Preliminary Design Phase (NYSDOT III-IV)	$ 176,000.00
c.	Final Design Phase (NYSDOT V-VI)	$ 360,000.00
d.	Bidding or Negotiating Phase (NYSDOT VII)	$ 12,000.00
~~e.~~	~~Construction Phase/ Administration (NYSDOT VIII)~~	~~$ 36,000.00~~
~~f.~~	~~Construction Phase/ RPR (NYSDOT IV)~~	~~$ 378,000.00~~
~~g.~~	~~Post Construction Phase~~	~~(included in NYSDOT IV)~~

Line items e. through h. are not part of the Not-to Exceed amount listed above and will require separate funding authorization.

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

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8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 2026) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 2 to this Exhibit C.

B. Reimbursable Expenses include the expenses identified in Appendix 2 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.0**.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.0**.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Attachment: N. Bailey Maple Intersection (RES-2025-426 : Proposal for Design Services for Maple Road (CR 192) and N. Bailey Avenue

Appendix 1: Standard Hourly Rates Schedule

C2.06 Compensation for Standard Hourly Rates for *Basic Services – Standard Hourly Rates Method of Payment*

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Service Group Manager	$ 101.70 /hour
Department Manager	$ 81.82 /hour
Chief Engineer	$ 73.36/hour
Managing Engineer	$ 67.55/hour
Senior Project Engineer	$ 61.10 /hour
Senior Project Env. Scientist	$ 54.73 /hour
Principal Consultant	$ 57.18 /hour
Engineer	$ 47.11 /hour
Environmental Scientist	$ 40.17 /hour
Staff Engineer	$ 41.24 /hour
Senior Designer	$ 43.98 /hour
Designer	$ 37.96 /hour
Project Coordinator	$ 45.24 /hour
Construction Supervisor	$ 68.22 /hour
Resident Engineer	$ 63.94 /hour
Chief Inspector	$ 55.49 /hour
Office Engineer	$ 58.03 /hour
Inspector	$ 45.73 /hour

Attachment: N. Bailey Maple Intersection (RES-2025-426 : Proposal for Design Services for Maple Road (CR 192) and N. Bailey Avenue

Appendix 2: Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

11"x17" Prints	N/A
Reports & Bid Proposal	N/A
Copies of Drawings	N/A
Mileage (auto)	$0.70/mile
Air Transportation	N/A
CAD Charge	N/A
Laboratory Testing	N/A
Health and Safety Level D	N/A
Health and Safety Level C	N/A
Meals and Lodging	N/A
Resident Project Representative Equipment	N/A
Contract Documents for Bidding	At printing cost
Brochure	N/A

Attachment: N. Bailey Maple Intersection (RES-2025-426 : Proposal for Design Services for Maple Road (CR 192) and N. Bailey Avenue

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

Attachment: N. Bailey Maple Intersection (RES-2025-426 : Proposal for Design Services for Maple Road (CR 192) and N. Bailey Avenue

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. *Shop Drawings and Samples:*

   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

   b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

   a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

   b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

   c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

   a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

   b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

   c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

   d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

   e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

Attachment: N. Bailey Maple Intersection (RES-2025-426 : Proposal for Design Services for Maple Road (CR 192) and N. Bailey Avenue

11. *Records*:

    a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

    b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

    c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

    d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

    e. Maintain records for use in preparing Project documentation.

    f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

    a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

    d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

Attachment: N. Bailey Maple Intersection (RES-2025-426 : Proposal for Design Services for Maple Road (CR 192) and N. Bailey Avenue

15. *Completion*:

    a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

    b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

    c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

Attachment: N. Bailey Maple Intersection (RES-2025-426 : Proposal for Design Services for Maple Road (CR 192) and N. Bailey Avenue

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

G. Professional Services Consultant (Major)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Broker Name Address Address Phone Number	CONTACT NAME: Primary Contact at Broker PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Insured Name Address Address Phone Number	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Insurer Name INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	$ 1,000,000
X	CLAIMS-MADE [X] OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
X	Liquor Liability Incl.					MED EXP (Any one person)	$ 5,000
X	Blanket Contractual AI	X	##########	##########	##########	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	X				GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC					PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
X	ANY AUTO					BODILY INJURY (Per person)	$
X	OWNED AUTOS ONLY / SCHEDULED AUTOS					BODILY INJURY (Per accident)	$
X	HIRED AUTOS ONLY / [X] NON-OWNED AUTOS ONLY	X	##########	##########	##########	PROPERTY DAMAGE (Per accident)	$
							$
X	UMBRELLA LIAB [X] OCCUR					EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE	X	##########	##########	##########	AGGREGATE	$ 5,000,000
	DED [ ] RETENTION $ 10,000						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		SUBMIT proof of Workers			PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A		Compensation and disability			E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		as per examples attached			E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
	Cyber Liability					Per claim/Aggregate	$5,000,000
	Professional Liability					Per claim/Aggregate	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is included as an additional insured. Coverage applies on a Primary and Non-Contributory Basis for all ongoing and completed operations.

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main Street Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signed by Broker

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

SAMPLE

Attachment: N. Bailey Maple Intersection (RES-2025-426 : Proposal for Design Services for Maple Road (CR 192) and N. Bailey Avenue

The Agreement is/are amended to include the following agreements of the parties:

Addendum to Contract Major Exposure

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

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

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

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

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

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

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

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

Revised 12.30..19

Attachment: N. Bailey Maple Intersection (RES-2025-426 : Proposal for Design Services for Maple Road (CR 192) and N. Bailey Avenue

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.

Revised 12.30..19

Attachment: N. Bailey Maple Intersection (RES-2025-426 : Proposal for Design Services for Maple Road (CR 192) and N. Bailey Avenue

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:

C+S ENGINEERS

Print Name of Company

By: _____

Signature

TIMOTHY F. HUGHES

Printed name

Date: 4/1/25

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30..19

Attachment: N. Bailey Maple Intersection (RES-2025-426 : Proposal for Design Services for Maple Road (CR 192) and N. Bailey Avenue

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30396 **RESOLUTION 2025-427** **ADOPTED**

Award of Bid – the Peyton Barlow Co., Inc. – General Contract Paradise Park Restroom Building TOA Project No. 2015.024A

On March 13, 2025, bids were received for the above referenced project. After review of the six (6) bids received (bid tabulation attached), we recommend award of this contract to The Peyton Barlow Co., Inc., 360 Delaware Ave. Suite 300, Buffalo, NY 14202, in the amount of $632,000.00 to include the Base Bid. This bidder has agreed to extend their bid in order to accommodate this award.

Funding for this contract shall be from project account KP2501.4972 as we are additionally requesting that the following funds be transferred and consolidated into capital account KP2501.4972 so that all costs associated with this project are combined:

Account KP2101.4972	$ 49,700.00
Recreation Fees T2023	$ 34,000.00

Thank you for considering this request.

4/28/2025
Consent

FINANCIAL IMPACT:

Account KP2101.4972	$ 49,700.00
Recreation Fees T2023	$ 34,000.00

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

Paradise Park
Restroom Building

Bid Tabulation / March 13, 2025

T.O.A. Job No. 2015.024A

General Construction Contract

No.	Bidder	Bid Bond (Y / N)	Contract Type	Base Bid
1	Peyton Barlow Company	Yes	General	$632,000.00
2	Sicoli Construction Services	Yes	General	$858,600.00
3	Picone Construction	Yes	General	$860,000.00
4	Scrufari Construction	Yes	General	$910,000.00
5	RP Oak Hill Construction	Yes	General	$925,000.00
6	D. Myles Inc.	Yes	General	$1,080,700.00

HVAC / Mechanical Contractor

No.	Bidder	Bid Bond (Y / N)	Contract Type	Base Bid
1	Parise Mechanical	Yes	HVAC	$38,000.00
2	Willett Builders	Yes	HVAC	$49,500.00
3	Progressive Roofing	Yes	HVAC	$52,000.00

Plumbing Contractor

No.	Bidder	Bid Bond (Y / N)	Contract Type	Base Bid
1	Willett Builders	Yes	Plumbing	$98,000.00
2	MKS Plumbing	Yes	Plumbing	$99,700.00

Electrical Contractor

No.	Bidder	Bid Bond (Y / N)	Contract Type	Base Bid
1	Goodwin Electric	Yes	Electrical	$141,855.00
2	CIR Electrical	Yes	Electrical	$160,400.00

Low Bid Total (All Trades): $909,855.00

Attachment: Bid Tabulation - Paradise Park Restroom (RES-2025-427 : Award of Bid – the Peyton Barlow Co., Inc. – General Contract)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Highway
Initiated by: **Vianne Uthman**
Co-Sponsored by:

DOC ID: 30364 **RESOLUTION 2025-428** **ADOPTED**

Maintenance Materials Bid

The Highway Department respectfully requests that the Purchasing Maintenance Materials bids, Section 1 through 8, be awarded to the lowest bidders within specifications as follow:

SECTION 1: AGGREGATE MATERIAL, PLANT MIXED ASPHALT CONCRETE, PATCHING MATERIAL, HAULING AND LIQUID BITUMINOUS MATERIAL:

1-1	CRS# 5443	COUNTY LINE STONE CO INC
1-2	CRS# 5445	HOLCIM QUARIES NY, INC
1-3	CRS# 5446	NEW ENTERPRISE STONE AND LIME COMPANY (NESL)
1-4	CRS# 5447	CAMBRIA ASPHALT PRODUCTS INC
1-5	CRS# 5448	SUIT-KOTE CORPORATION

SECTION 2: No Bids

SECTION 3: GRASS SEED, TOPSOIL, SANDY LOAM, SOD, BALL DIAMOND MIXES AND FIELD MATERIALS, ENGINEERED WOOD FIBER (EWF) ANSD RUBBERIZED SAFETY MATERIALS (CHIPS) FOR PLAYGROUNDS:

3-6	CRS# 5449	LAKESIDE SOD SUPPLY COMPANY
3-7	CRS# 5450	LEO BRENON TOPSOIL
3-8	CRS# 5451	CAMBRIA ASPHALT PRODUCTS INC
3-9	CRS# 5452	WILLOW CREEK FARM

SECTION 4: MILLING:

4-10	CRS# 5453	MUNICIPAL MILLING AND MAINTENANCE LLC

SECTION 5: CRACKFILL, SEALER, TRACK COAT:

5-11, 12	CRS# 5454	SUIT-KOTE CORPORATION
5-13	CRS# 5455	AMHERST SEALER INC

SECTION 6: ROAD RESURFACING:

6-14	CRS# 5456	D&H PAVING LLC
6-15	CRS# 5457	J&D SEAL TECH CORPORATION

SECTION 7: CURBING & ADA, DRIVEWAYS, CURB CUTTING:

7-16, 17	CRS# 5458	CVF INC
7-18	CRS# 5459	MASTERS EDGE INC

SECTION 8: ROAD STRIPING

8-19	CRS# 5460	ACCENT STRIPE INC

Additional specifications and details are provided.

NOW THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the Amherst Town Supervisor to sign each contract listed above and approval of these contracts are contingent upon the successful completion of the Contract Routing System (CRS) and the Town Attorney approval.

4/28/2025
Consent

FINANCIAL IMPACT:

TOWN WIDE VARIOUS TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Highway
Initiated by: **Vianne Uthman**
Co-Sponsored by:

DOC ID: 30378 **RESOLUTION 2025-429** **ADOPTED**

Highway Work Permit – ECWA – 68 Glen Meadow Drive S

Kindly adopt a resolution:

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

. Authorizing the Town Supervisor to execute the attached permit.

Thank you.

4/28/2025
Consent

FINANCIAL IMPACT:

N/A

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

UTILITY WORK PERMIT

Permit Issued Under Section 149 of the Highway Laws

The undersigned, the Town Superintendent of Highways, of the town of Amherst

County of Erie, upon the written application of ECWA

dated on the _____ day of _____, 20___, and filed with him, as provided by section 149 of the Highways Laws, hereby grants permission to said applicant to Install various residential services (see attached)

on the highway described as follows: (see attached)

This permit is granted subject to 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 any repairs required for the protection and preservation of the highway; and further agrees that upon the failure of the applicant to make such repairs 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 benefited by the use of the highway for such pipes, hydrants or appurtenances.

3. If the drainage, sewer or 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, drainage, sewer or water pipes must be placed at least four (4) feet below and in such a manner as in no way to interfere with the pavement, shoulders or drainage ditches of the highway, and that portion of the trench which passes under the pavement shall be bored or pipe-driven, and in no case shall the pavement 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.

A–Where it becomes necessary to cut the existing pavement, a pavement cut permit is required, which you will obtain from the Town Clerk. B–The said applicant hereby agrees to hold the Town of Amherst harmless on account of damages of any kind which may arise during the progress of the work authorized by this permit or by reason thereof. C–Applicant certifies all persons concerned with actual work under this permit are duly covered by Workmen's Compensation Insurance and the Town of Amherst shall be held harmless on account thereof.

Policy adopted by the TOWN BOARD OF AMHERST at its regular meeting, on Monday, June 23, 1958; pertaining to procedure to be followed hereafter when it becomes necessary to lay sewer, water, gas mains, including all other utilities, across Town of Amherst improved pavements:

"All utility firms and all others shall be required to bore under an improved pavement, where it becomes necessary to continue laying of its mains, sewers, or conduits across town streets and roads, at any location along said street or road and it shall be prohibited hereafter to make a pavement cut for such purpose as hereinafter above referred to."

Failure to comply with the above requirement will be considered a violation of this and other conditions as set forth in approved permit.

5. It is agreed by the applicant that any injury or disturbance of the paved 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 said 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 the permit.

7. If the road which this permit is issued is at the time of issuance a town highway, and should it 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 direction of the engineer in charge of such improvement and in accordance with the rules and regulations prescribed by the State Commission of Highways.

Dated this 11 day of APRIL, 20 25

I hereby agree to conform to the conditions in the foregoing permit.

X _____
Town Superintendent

X _____
Town Engineer

X _____
Applicant

Please return one signed copy to Erie County Water Authority, 3030 Union Buffalo, NY 14227

Attachment: Utility Permit ECWA 68 Glen Meadows Drive S (RES-2025-429 : Highway Work Permit – ECWA – 68 Glen Meadow Drive S)

Permit Under Section 149

Issued _____

To _____

P.O. Address _____

_____

_____

_____

Town Superintendent

Attachment: Utility Permit ECWA 68 Glen Meadows Drive S (RES-2025-429 : Highway Work Permit – ECWA – 68 Glen Meadow Drive S)

Applied for Monday 4/7/25 To Friday 4/11/2025

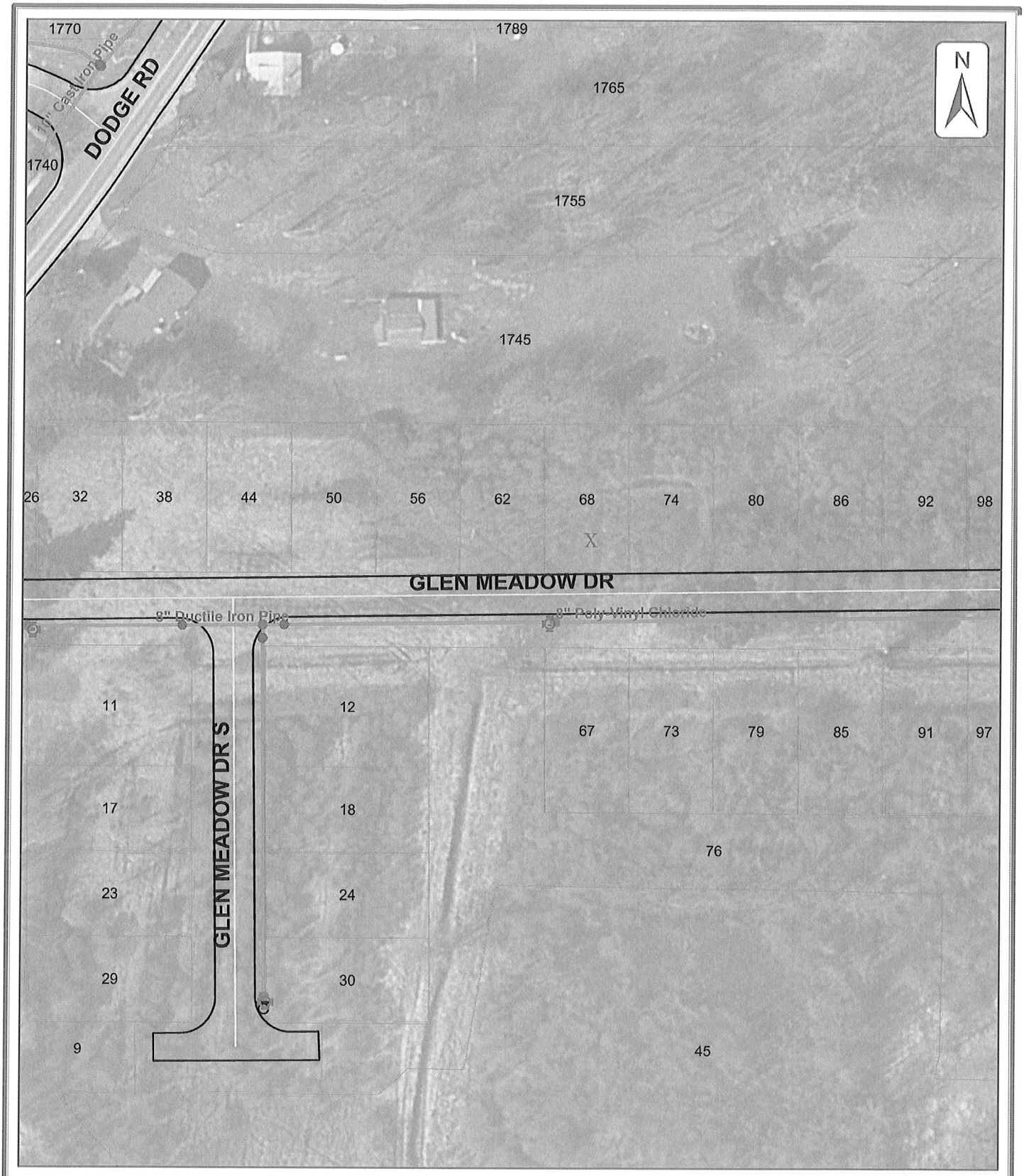
UTITLY WORK PERMIT No. _____

TOWN OF AMHERST
AMHERST HIGHWAY DEPARTMENT
1042 NORTH FRENCH RD., WILLIAMSVILLE, NEW YORK 14221
UTILITY WORK PERMIT FOR ERIE COUNTY WATER AUTHORITY

House Number	Road Name	Between Roads		Size of Service	Main Location	Size of Main	ECWA Service Number
68	Glen Meadow Dr	Glen Meadow Dr S	Dead End	¾"	Southerly ROW	8"	315914947

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Attachment: Utility Permit ECWA 68 Glen Meadows Drive S (RES-2025-429 : Highway Work Permit – ECWA – 68 Glen Meadow Drive S)



68 Glen Meadow Dr.
Town of Amherst

Erie County Water Authority
Buffalo, New York

Attachment: Utility Permit ECWA 68 Glen Meadows Drive S (RES-2025-429 : Highway Work Permit – ECWA – 68 Glen Meadow Drive S)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Highway
Initiated by: **Vianne Uthman**
Co-Sponsored by:

DOC ID: 30401 **RESOLUTION 2025-430** **ADOPTED**

Highway Work Permit – ECWA – 84 Fair Wood Drive

Kindly adopt a resolution:

- Authorizing the Highway Superintendent to both execute and issue the attached permit; and
- Authorizing the Town Supervisor to execute the attached permit.

Thank you.

4/28/2025
Consent

FINANCIAL IMPACT:

n/a

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

UTILITY WORK PERMIT

Permit Issued Under Section 149 of the Highway Laws

The undersigned, the Town Superintendent of Highways, of the town of Amherst

County of Erie, upon the written application of ECWA

dated on the 16 day of April, 20 25, and filed with him, as provided by section 149 of the Highways Laws, hereby grants permission to said applicant to Install various residential services

(see attached)

on the highway described as follows: (see attached)

This permit is granted subject to 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 any repairs required for the protection and preservation of the highway; and further agrees that upon the failure of the applicant to make such repairs 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 benefited by the use of the highway for such pipes, hydrants or appurtenances.

3. If the drainage, sewer or 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, drainage, sewer or water pipes must be placed at least four (4) feet below and in such a manner as in no way to interfere with the pavement, shoulders or drainage ditches of the highway, and that portion of the trench which passes under the pavement shall be bored or pipe-driven, and in no case shall the pavement 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.

A–Where it becomes necessary to cut the existing pavement, a pavement cut permit is required, which you will obtain from the Town Clerk. B–The said applicant hereby agrees to hold the Town of Amherst harmless on account of damages of any kind which may arise during the progress of the work authorized by this permit or by reason thereof. C–Applicant certifies all persons concerned with actual work under this permit are duly covered by Workmen's Compensation Insurance and the Town of Amherst shall be held harmless on account thereof.

Policy adopted by the TOWN BOARD OF AMHERST at its regular meeting, on Monday, June 23, 1958; pertaining to procedure to be followed hereafter when it becomes necessary to lay sewer, water, gas mains, including all other utilities, across Town of Amherst improved pavements:

"All utility firms and all others shall be required to bore under an improved pavement, where it becomes necessary to continue laying of its mains, sewers, or conduits across town streets and roads, at any location along said street or road and it shall be prohibited hereafter to make a pavement cut for such purpose as hereinafter above referred to."

Failure to comply with the above requirement will be considered a violation of this and other conditions as set forth in approved permit.

5. It is agreed by the applicant that any injury or disturbance of the paved 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 said 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 the permit.

7. If the road which this permit is issued is at the time of issuance a town highway, and should it 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 direction of the engineer in charge of such improvement and in accordance with the rules and regulations prescribed by the State Commission of Highways.

Dated this 16 day of April, 20 25

I hereby agree to conform to the conditions in the foregoing permit.

X _____
Town Superintendent

X _____
Town Engineer

X Michael Stoklosa
Applicant

Please return one signed copy to Erie County Water Authority, 3030 Union Rd. Cheektowaga, NY 14227

Attachment: Utility Permit ECWA 84 Fair Wood Dr (RES-2025-430 : Highway Work Permit – ECWA – 84 Fair Wood Drive)

Permit Under Section 149

Issued _____

To _____

P.O. Address _____

_____

_____

_____

Town Superintendent

Attachment: Utility Permit ECWA 84 Fair Wood Dr (RES-2025-430 : Highway Work Permit – ECWA – 84 Fair Wood Drive)

Applied for Monday 4/14/25 To Friday 4/18/2025

UTITLY WORK PERMIT No. _____

TOWN OF AMHERST
AMHERST HIGHWAY DEPARTMENT
1042 NORTH FRENCH RD., WILLIAMSVILLE, NEW YORK 14221
UTILITY WORK PERMIT FOR ERIE COUNTY WATER AUTHORITY

House Number	Road Name	Between Roads		Size of Service	Main Location	Size of Main	ECWA Service Number
84	Fair Woods Dr.	Heim Rd.	Hopkins Rd.	¾"	Southerly R.O.W.	8"	315914930

F:\Highway Permits\001 AMTN TABLE.docx\

Attachment: Utility Permit ECWA 84 Fair Wood Dr (RES-2025-430 : Highway Work Permit – ECWA – 84 Fair Wood Drive)



84 Fair Woods Dr., AMTN

Erie County Water Authority
Buffalo, New York

Attachment: Utility Permit ECWA 84 Fair Wood Dr (RES-2025-430 : Highway Work Permit – ECWA – 84 Fair Wood Drive)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30339 **RESOLUTION 2025-431** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department. Effective April 29, 2025, Temporary, $15.50 ph, Step 1 for Hailee Frankhauser.

4/28/2025
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: 04/28/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30340 **RESOLUTION 2025-432** **ADOPTED**

Leave of Absence Without Pay/Police Department

Please authorize a Leave of Absence Without Pay for Military Duty to Jacob Wixom, Police Officer in the Police Department. Effective April 16, 2025 through September 30, 2025.

4/28/2025
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: 04/28/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30341 **RESOLUTION 2025-433** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department. Effective April 29, 2025, Temporary, $15.50 ph, Step 1 for Alexandria Garbarino.

4/28/2025
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: 04/28/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30350 **RESOLUTION 2025-434** **ADOPTED**

Extended Sick Leave of Absence Without Pay/Youth & Recreation

Please authorize an Extended Sick Leave of Absence Without Pay to an employee at the Youth & Recreation Department. Effective April 26, 2025 through April 25, 2026.

4/28/2025
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: 04/28/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30351 **RESOLUTION 2025-435** **ADOPTED**

Deputy Town Clerk/Town Clerk

Please appoint a Deputy Town Clerk to the Town Clerk's Office. Effective April 29, 2025, at an annual salary of $67,271.43, Grade 5, Step H of the Exempt Non-Department Head Salary Schedule for Ashley Brownson.

4/28/2025
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: 04/28/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30354 **RESOLUTION 2025-436** **ADOPTED**

Police Officer/Police Department

Please appoint a Police Officer to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII(c). Effective April 29, 2025 at an annual salary of $69,522 for Jeffrey O'Donnell.

Please authorize a six (6) month residency waiver.

Replacing an employee who retired.

4/28/2025
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: 04/28/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30355 **RESOLUTION 2025-437** **ADOPTED**

Maintenance Worker/Engineering-Plant #16

Please appoint a Maintenance Worker to the Engineering Department-Plant #16. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 29, 2025 at an hourly rate of $20.63, Grade II, Step 1 for Richard Mudd.

Contingent upon completing all pre-employment requirements.

4/28/2025
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: 04/28/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30366 **RESOLUTION 2025-438** **ADOPTED**

Clerk- PT/Planning Department

Please appoint a Clerk - PT to the Planning Department. Effective April 29, 2025, Temporary, $18.00 ph for Gregory Dionne.

Contingent upon completing all pre-employment requirements.

4/28/2025
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: 04/28/25 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 30179 **RESOLUTION 2025-439** **ADOPTED**

Request to Use Trust and Agency Funds - Account No. T4011-4002

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 6th, 2025 is $65,595.43.

4/28/2025
Consent

FINANCIAL IMPACT:

$1000 from Account T4011-4002

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Shawn Lavin
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: 04/28/25 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 30331 **RESOLUTION 2025-440** **ADOPTED**

Piggyback through PEPPM with ViewSonic Corporation CRS #5407

AGENDA ITEM : APRIL 28th, 2025

TO: **Town Board**

FROM: **David Willer, Director of Information Technology**

DATE: **April 9th, 2025**

RE: **Piggyback through PEPPM with ViewSonic Corporation, CRS #5407**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Agreement pending successful completion of the Contract Routing System.

Thank you.

4/28/2025
Consent

FINANCIAL IMPACT:

Variable

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

AGREEMENT

Let this document stand as an Agreement between **ViewSonic Corporation** and the Town of Amherst permitting the Town of Amherst to participate in the purchase of products under PEPPM Cooperative Purchasing Program **ViewSonic Bid (contract number 533902-245) dated January 1, 2023 through December 31, 2025**.

Agreed to and Accepted by:

ViewSonic Corporation

By: _____
Signature

Sung Yi
Printed name

CFO
Title

Date: March 20, 2025

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Signed PEPPM ViewSonic Corporation TOA Agreement (250320) (RES-2025-440 : Piggyback through PEPPM with ViewSonic

Attachment: Signed ViewSonic vendor offsite addendum (RES-2025-440 : Piggyback through PEPPM with ViewSonic Corporation, CRS# 5407)

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: Signed ViewSonic vendor offsite addendum (RES-2025-440 : Piggyback through PEPPM with ViewSonic Corporation, CRS# 5407)

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:

ViewSonic Corporation
Print Name of Company

By: _____
Signature

Sung Yi, CFO
Printed name

Date: March 20, 2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 30333 **RESOLUTION 2025-441** **ADOPTED**

Piggyback through PEPPM with Trafera, LLC CRS #5441

AGENDA ITEM : APRIL 28th, 2025

TO: **Town Board**

FROM: **David Willer, Director of Information Technology**

DATE: **April 10th, 2025**

RE: **Piggyback through PEPPM with Trafera, LLC CRS #5441**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Agreement pending successful completion of the Contract Routing System.

Thank you.

4/28/2025
Consent

FINANCIAL IMPACT:

Variable

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

AGREEMENT

Let this document stand as an Agreement between **Trafera, LLC** and the Town of Amherst permitting the Town of Amherst to participate in the purchase of products under PEPPM Cooperative Purchasing Program **Lenovo US Bid (contract number 533902-208) dated January 1, 2023 through December 31, 2025.**

Agreed to and Accepted by:

Trafera, LLC

By: John Revnew
Signature

John Revnew
Printed name

Chief Revenue Officer
Title

Date: Apr 7, 2025

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Signed PEPPM Trafera LLC TOA Agreement & Addendum (RES-2025-441 : Piggyback through PEPPM with Trafera, LLC CRS#

PEPPM Trafera LLC (250319)

Final Audit Report 2025-04-08

Created:	2025-04-07
By:	Amanda Wehland (amanda.wehland@fireflycomputers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeLezl1gBBPlQyn5mOBfpyiu1H1Fzfy6l

"PEPPM Trafera LLC (250319)" History

Document created by Amanda Wehland (amanda.wehland@fireflycomputers.com)
2025-04-07 - 7:09:35 PM GMT

Document emailed to John Revnew (john.revnew@trafera.com) for signature
2025-04-07 - 7:10:12 PM GMT

Email viewed by John Revnew (john.revnew@trafera.com)
2025-04-08 - 1:15:25 AM GMT

Document e-signed by John Revnew (john.revnew@trafera.com)
Signature Date: 2025-04-08 - 1:15:48 AM GMT - Time Source: server

Agreement completed.
2025-04-08 - 1:15:48 AM GMT

Adobe Acrobat Sign

Attachment: Signed PEPPM Trafera LLC TOA Agreement & Addendum (RES-2025-441 : Piggyback through PEPPM with Trafera, LLC CRS#

Attachment: Signed PEPPM Trafera LLC TOA Agreement & Addendum (RES-2025-441 : Piggyback through PEPPM with Trafera, LLC CRS#

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: Signed PEPPM Trafera LLC TOA Agreement & Addendum (RES-2025-441 : Piggyback through PEPPM with Trafera, LLC CRS#

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:

Trafera, LLC

Print Name of Company

By: John Revnew

Signature

Trafera, LLC

Printed name

Date: Apr 7, 2025

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

vendor offsite addendum

Final Audit Report 2025-04-08

Created:	2025-04-07
By:	Amanda Wehland (amanda.wehland@fireflycomputers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqGenlFhAP2G4ZSfp2fn6-Tr7Db2ypqab

"vendor offsite addendum" History

Document created by Amanda Wehland (amanda.wehland@fireflycomputers.com)
2025-04-07 - 7:07:44 PM GMT

Document emailed to John Revnew (john.revnew@trafera.com) for signature
2025-04-07 - 7:08:50 PM GMT

Email viewed by John Revnew (john.revnew@trafera.com)
2025-04-08 - 1:16:02 AM GMT

Document e-signed by John Revnew (john.revnew@trafera.com)
Signature Date: 2025-04-08 - 1:16:17 AM GMT - Time Source: server

Agreement completed.
2025-04-08 - 1:16:17 AM GMT

Adobe Acrobat Sign

Attachment: Signed PEPPM Trafera LLC TOA Agreement & Addendum (RES-2025-441 : Piggyback through PEPPM with Trafera, LLC CRS#

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 30338 **RESOLUTION 2025-442** **ADOPTED**

Update Computer and Mobile Device Usage Policy - 2025 V1

WHEREAS, the Town Board of the Town of Amherst previously adopted a *Computer Usage Policy* on May 16, 2005; and

WHEREAS, the Town Board subsequently revised and adopted a *Computer and Mobile Device Usage Policy* in December 2024; and

WHEREAS, adherence to the provisions of said policy by Town employees is essential to the efficient and secure operation of Town functions and furthers the Town's commitment to delivering secure, responsive, and cost-effective services to its residents; and

WHEREAS, the proposed updated *Computer and Mobile Technology Usage Policy* has been reviewed and endorsed by the Human Resources Department, the Town Attorney's Office, and the Amherst Information Technology Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Amherst hereby approves and adopts the updated *Computer and Mobile Technology Usage Policy*; and

BE IT FURTHER RESOLVED, that all Department Heads shall be responsible for notifying and disseminating the updated policy to their respective staff; and

BE IT FURTHER RESOLVED, that the Information Technology Department shall make the updated policy available on the Town's internal intranet system for access and distribution—whether in printed or electronic form—to all users of Town-issued computer or mobile technology equipment.

4/28/2025
Consent

FINANCIAL IMPACT:

None

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

Town of Amherst
Computer and Mobile Technology Usage Policy

Revised April, 2025

Approved Date, 2025 (Resolution 2025-###)

Contents

I. Introduction

II. Principles of Acceptable Use

III. Unacceptable Use

IV. Exceptions

V. Agency Rights

VI. Network Passwords

VII. Multi-Factor Authentication

VIII. Remote Work

IX. Mobile Technology

X. Cybersecurity Awareness Training

XI. Enforcement and Violations

Attachment: computer_policy_250408 (RES-2025-442 : Update Computer and Mobile Device Usage Policy - 2025 V1)

I. Introduction

This document shall be known as the “Town of Amherst Computer and Mobile Technology Usage Policy” and replaces any and all prior policies relating to Computer and Mobile Technology use. This policy covers the Town’s Business Network only and does not include the Amherst Police Department.

The Town of Amherst (“Town”) provides elected officials, department heads, departments and staff with a variety of information technology (“IT”) resources. Traditional IT resources include, but are not limited to, computers, printers, multi-function copiers, fax machines, scanners, etc. During the course of the last several years, mobile technology has been added to this list of resources used by Town personnel. For the purposes of this document, mobile technology is defined to include laptop computers, tablets, smartphones, and wireless access points or MiFi devices. This definition may be expanded as new technology becomes available to the Town.

Both traditional and mobile technology access valuable Town resources such as file servers, databases, applications, email and the Internet. It is imperative that hardware and equipment resources, as well as information assets, be protected and safeguarded by all Town employees.

The Town’s wide area network, formal connection to the Internet and email services are provided to system users to conduct official Town business. Upgrades to these facilities contribute to the Town’s mission of providing responsive and cost-effective services to its residents. The use of these facilities by any employee or other person authorized by the Town must be consistent with this policy.

The Town’s Department of Information Technology “IT Department” can be reached at (716) 631-7099 (leaving a voicemail will generate a help desk ticket), or submit a help desk ticket for any questions, or reporting requirements found under this Policy.

Attachment: computer_policy_250408 (RES-2025-442 : Update Computer and Mobile Device Usage Policy - 2025 V1)

II. Principles of Acceptable Use

Town of Amherst computer and mobile technology users are required to:

i. Respect the privacy of other users. For example, users shall not intentionally seek information, obtain copies of, or modify files or data, belonging to other users, unless explicit permission to do so has been obtained or such permission is implied by departmental duties in instances of collaborative work on certain files or data;

ii. Respect the legal protection provided to programs and data by Copyright and license. For example, software provided by the Town for work use is not to be copied and installed on personal devices. IT manages its licensing very strictly to remain in compliance with vendor rules and regulations;

iii. Protect data from unauthorized use or disclosure as required by state and federal laws and regulations;

iv. Respect the integrity of computing systems. For example, users shall not use or develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of an application, computer or network resource;

v. Safeguard their accounts and passwords. Accounts and passwords are normally assigned to single users and are not to be shared with any other person without authorization. Users must try to protect their logon sessions by locking their PC or mobile technology when not in use for more than a few minutes. Users are expected to report any observations of attempted failed logins or other security violations immediately to the Town's IT Department;

vi. Utilize Town provided IT resources to conduct Town business only.

vii. Access email and Internet resources with great care. The proliferation of cyber threats via email, Internet websites as well as malicious software of mobile apps requires users to be diligent and immediately report any suspicious email, website content or software threats to the IT Department.

Attachment: computer_policy_250408 (RES-2025-442 : Update Computer and Mobile Device Usage Policy - 2025 V1)

III. Unacceptable Use

The following present examples of unacceptable use of Town of Amherst technology resources, computers or mobile technologies:

i. For any illegal purpose or activity;

ii. For any activity that is substantially unrelated to the employee's official duties, assigned responsibilities, or the Town's mission, with the exception of non-political announcements made by the Union;

iii. To receive, view or transmit threatening, pornographic, degrading, obscene or harassing materials or correspondence;

iv. For unauthorized distribution of Town of Amherst data and information;

v. To access data, files or directories which the user does not have adequate permission;

vi. To download, install or use unlicensed or pirated software;

vii. To connect any personal, storage or network device without the expressed permission of the IT Department;

viii. To access personal email;

ix. To interfere with or disrupt network users, services or equipment;

x. For private purposes such as marketing or business transactions;

xi. For solicitation for religious, political or other causes;

xii. For unauthorized not-for-profit business activities;

xiii. For private advertising of products or services;

xiv. For any other activity to foster personal gain.

Attachment: computer_policy_250408 (RES-2025-442 : Update Computer and Mobile Device Usage Policy - 2025 V1)

IV. Exceptions

Incidental use of computer services relating to retirement, deferred compensation or medical coverage shall not be considered a violation of this policy. Employees are expected to follow individual department policies and should request permission to use the system for these activities from their department head. Incidental use should be for short periods of time as permitted by a department head.

Attachment: computer_policy_250408 (RES-2025-442 : Update Computer and Mobile Device Usage Policy - 2025 V1)

V. Agency Rights

Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 251 et seq.), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. Users have no expectation of privacy in use of any Town system, computer, or mobile technology. System administrators can monitor all network activity, e-mail and Internet access requests, and will monitor messages as necessary to assure efficient performance and appropriate use. Any email messages, Internet use or other network logs relating to or in support of illegal activities will be reported to the appropriate authorities and may result in disciplinary action.

The Town's Network Security Logon Message is presented to each network user at logon. The current network security logon message is found below.

> *Network Security Logon Message*
>
> *You are logging onto the Town of Amherst's internal network. This secure network is for the use of authorized users only. All users must comply with the Computer and Mobile Technology Usage Policy approved by the Amherst Town Board. If you are unfamiliar with this policy, please contact your supervisor, department head, or the Information Technology Department. Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 251 et seq.), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications, and users should have no expectation of privacy when using any Town system, computer, or mobile technology. All individuals using the computer system, mobile technology, or network resources are subject to having their activities monitored, recorded and/or revoked by system administrators. Anyone using this system expressly consents to such monitoring and is advised that if such monitoring reveals possible criminal activity, system administrators will provide the evidence of such monitoring to law enforcement officials. Violation of the Computer and Mobile Technology Usage Policy may also result in disciplinary action. By clicking the OK button below, you are agreeing to the conditions stated in this message. If you do not agree, do not click OK and contact your supervisor, department head or the Information Technology Department.*

The IT Department reserves the right to suspend or remove a user account from the Town's computer network. The IT Department will notify the employee, their supervisor, and the Human Resources Department in the event an employee's account is suspended or removed. Suspension or removal from the system may lead to appropriate discipline, up to and including termination.

Attachment: computer_policy_250408 (RES-2025-442 : Update Computer and Mobile Device Usage Policy - 2025 V1)

The Town will not be responsible for any damages resulting in a person's use of the system. This includes the loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors, omissions, or intentional acts. Use of any information obtained is at the user's risk.

Any computer or mobile technology connected to the Town's computer network must have anti-virus software installed by the IT Department. System users are not permitted to tamper with or disable any anti-virus or network configuration that might allow malicious content access to the device.

The Town reserves the right to change its policies and rules at any time. The Town makes no warranties (expressed or implied) with respect to Internet service, and it specifically assumes no responsibilities for:

i. The content of any advice or information received by a user outside the Town of Amherst or any costs or charges incurred as a result of seeking or accepting such advice;

ii. Any costs, liabilities or damages caused by the way the user chooses to use his/her Town issued computer, mobile technology or Internet access;

iii. Any consequences of services interruptions or changes even if these disruptions arise from circumstances under the control of the Town. The Town's computer network and Internet services are provided on an as is, as available basis.

Attachment: computer_policy_250408 (RES-2025-442 : Update Computer and Mobile Device Usage Policy - 2025 V1)

VI. Network Passwords and Accounts

Network user accounts and passwords are critical elements of the Town of Amherst's overall network security framework. Generally, town employees requiring computer related resources will be assigned a unique network account, providing access to appropriate network resources based on their organizational role. This practice promotes accountability and upholds the principle of least privilege, ensuring users are granted only the access necessary to perform their job functions.

The IT Department is responsible for the creation, maintenance, and deactivation of all network user accounts. Any changes to user account status—such as new hires, departmental transfers, or employee separations—must be submitted by the relevant department requesting the change through the IT Department's online Employee Change Form prior to the event occurring, or as soon as is practicable thereafter. Account changes can take some time, so please give as much advanced notice as is possible to make sure the change is effectuated for the employee so they can begin work as soon as possible.

In exceptional circumstances, shared network accounts may be established and assigned to designated staff, subject to additional security measures as deemed necessary by the IT Department, which includes, but is not limited to, regular password changes at the discretion of the IT Department. The use of such accounts must be justified and will be reviewed and approved by the IT Department on a case-by-case basis. In the event that a shared account is permitted, the department requesting such account is required to immediately contact the IT Department if any employment changes occur that leads to a change in the shared account. Specifically, IT should be notified to add or remove access to the shared account if employees are added or removed from the department.

One of the most important aspects of passwords is secrecy. Town of Amherst network users are mandated to protect the confidentiality of their individual passwords. The following password practices are required. Network users should:

a. never write down passwords and place them in plain sight in their computer work area;

b. never place notes with their username or password on their computer monitor, keyboard, desk calendar, desk area, etc.;

c. keep any written passwords in a secure area such as a wallet, purse of other locked space.

Attachment: computer_policy_250408 (RES-2025-442 : Update Computer and Mobile Device Usage Policy - 2025 V1)

Any violations of this policy will be reported to the department head and the Human Resources Director and may result in disciplinary action. The Town reserves the right to suspend or disable a user account at any time.

The current Town network user password policy is outlined below. This policy, in combination with a self-service password reset module, is intended to improve network security while also allowing users a 120-day password expiration cycle. In addition, network users will be notified of their impending password expiration at the following intervals: 10 days, 7 days, 3 days, and 1 day prior to password expiration and account lock out.

Password must meet the following minimum complexity requirements:

a. A minimum of 12 characters in length;

b. Contain at least one (1) uppercase English letter (A through Z);

c. Contain at least one (1) lowercase English letter (a through z);

d. Contain at least one (1) number (0 through 9) or special character (@, #, $, *, etc.).

Complexity requirements are enforced when passwords are created or changed.

Attachment: computer_policy_250408 (RES-2025-442 : Update Computer and Mobile Device Usage Policy - 2025 V1)

VII. Multi-Factor Authentication

The Town of Amherst has implemented multi-factor user authentication (“MFA”) on the following services:

i. Remote access via virtual private network (“VPN”); required for all town staff and vendors;

ii. Outlook Web Access (“OWA”); required for all town staff;

iii. Administrative access to town servers and firewalls.

It is the intent of the Town of Amherst to continue to expand the multi-factor authentication requirement to other network services, software and cloud-based applications.

In order to maintain our MFA licensing levels, users will be asked to successfully log into one of the service areas described above at least once every thirty (30) days. By regularly utilizing the town’s MFA service, users will keep their account active and refresh themselves on proper usage.

Attachment: computer_policy_250408 (RES-2025-442 : Update Computer and Mobile Device Usage Policy - 2025 V1)

VIII. Remote Work

Prior to March, 2020, the Town of Amherst had a limited telework program in place. This section establishes guidelines for remote work in a hybrid environment to ensure productivity, security, and effective communication within the organization. The policies below apply to all employees of the organization who have been authorized to work remotely and outline the expectations and requirements for remote work to help ensure it is conducted effectively and securely.

The Town supports a hybrid work model allowing employees to work remotely while still maintaining a required in-office presence. Eligibility for remote work is determined by department heads based on job function, performance, and operational needs. Not all town positions are suitable for remote work due to the nature of job duties.

Schedule

a. Remote workdays must be approved in advance by the employee's supervisor. Exceptions to this policy include illness, extremely dangerous weather conditions, or other unforeseen circumstances. If remote work is not feasible, staff must use available employee accruals.

b. Employees identified as regular remote workers are required to login and/or work from home (remotely) at least 1 day per month as determined by their supervisor. This will ensure that their remote connectivity is active and functioning correctly.

c. Employees must be available during core hours on remote workdays. Core hours are to be set by the employee's supervisor or department head.

Work Environment and Equipment

a. Employees are encouraged to have a designated workspace that is safe, secure, and free from distractions.

b. The remote workspace should have reliable internet connectivity to support video conferencing, access to organizational systems, and other communication tools.

c. The town will provide equipment such as laptops, VPN client access, and other software required for remote work. All VPN connections shall be authorized, managed and monitored by the IT Department.

Attachment: computer_policy_250408 (RES-2025-442 : Update Computer and Mobile Device Usage Policy - 2025 V1)

All VPN connections will require multi-factor authentication (MFA). Remote workers are required to disconnect their VPN connections when not in use.

d. Employees working remotely on a regular or semi-regular schedule will be issued a laptop and docking station to reduce duplicate equipment needed in the workplace and remotely. The docking station will be installed in the workplace to allow for easy connect / disconnect.

e. Employees are responsible for maintaining the security of organizational equipment and data, including adhering to computer, mobile technology and cybersecurity policies.

Other Guidelines

a. Employees must be reachable via phone, email, or other communication platform during working hours. Regular check-ins, team meetings, and one-on-one meetings with supervisors should be conducted as scheduled. Employees are expected to respond to messages and emails within a reasonable timeframe (e.g., within one hour during core hours).

b. Employees must follow all data security policies, including the use of VPNs, encrypted communication channels, and secure password practices. Confidential and sensitive information must not be stored on personal devices. Any data breaches or security incidents shall be immediately reported to the IT department.

c. Supervisors will provide clear goals and expectations for remote work. Remote work performance will be evaluated based on output, meeting deadlines, and maintaining communication with department staff and department heads. Employees must track their work hours and submit daily summary reports to their supervisor or department head.

Failure to comply with this policy may result in revocation of remote work privileges and/or disciplinary action. Employees must adhere to all organizational policies, including those related to conduct, confidentiality, and use of organizational resources.

Attachment: computer_policy_250408 (RES-2025-442 : Update Computer and Mobile Device Usage Policy - 2025 V1)

IX. Mobile Technology

For all Town issued mobile technology with access to Town of Amherst network resources, only those applications which are approved by the IT Department may be installed and/or run on the mobile technology. Any requested applications that are not included on an approved applications list require approval by the department head and the IT Department. Wherever possible, applications must be digitally signed to ensure that only applications from trusted entities are installed on the device and that code has not been modified. In cases where third-party applications are provided outside Apple or Android stores, the IT Department will work with specific vendors to ensure proper and secure configuration is attained.

Town issued mobile technology shall be enrolled in Mobile Device Management ("MDM") software managed by the IT Department to ensure these devices are in compliance with the following: required passwords or passcodes, application deployment, location services required for lost or stolen equipment, remote locking and/or wiping of the device, Town email configuration and support, centralized reporting on device activity.

Town issued mobile technology should be secured with adequate passwords or passcodes. Where possible, mobile technology should be rendered inaccessible after a predetermined number of failed authentication attempts. Mobile technology should automatically be locked after being idle for no more than five minutes.

Any Town issued mobile technology connecting to the Town's computer network or resources shall use an authorized VPN client or application. All VPN connections shall be authorized, managed and monitored by the IT Department.

Town issued mobile technology may not access the Town's computer network or resources unless their operating system environment has been verified. Rooted or jailbroken devices are not permitted access to the Town's computer network or resources.

Users of Town issued mobile technology shall immediately report lost or stolen equipment to the IT Department. Any suspected security, software or information systems problems must also be reported immediately.

In addition to Town issued mobile technology, personal mobile technology that is configured with direct access to Town provided email shall be enrolled in the Town's Mobile Device Management software. All mobile technology will be required to maintain passwords or passcodes. This enrollment will allow for device location services, locking or wiping of the device and disabling of Town provided email services. Users of personal mobile technology that are enrolled in the Town's MDM software shall immediately report lost or stolen

Attachment: computer_policy_250408 (RES-2025-442 : Update Computer and Mobile Device Usage Policy - 2025 V1)

equipment to the IT Department. The IT Department will disable Town email access on lost or stolen devices. The owner of that device will then have the option for additional steps to be taken (i.e., locking or wiping the device). Enrollment in the Town's MDM software does not provide access to installed apps or personal data stored on personal mobile technology. Additionally, there shall be no restrictions on application installation on personal mobile technology. Town employees may decline participation in MDM enrollment resulting in the removal of direct access to Town provided email services. In these cases, those devices may access Town email services via Outlook Web Access.

Attachment: computer_policy_250408 (RES-2025-442 : Update Computer and Mobile Device Usage Policy - 2025 V1)

X. Cybersecurity Awareness Training

The Town of Amherst requires all computer users, with the exception of employees of the Amherst Police Department, to complete cybersecurity awareness training on an annual basis. The training period shall span from January 1 to December 31 of each calendar year.

Failure to complete the required training within the designated timeframe will result in notification to the affected department heads by the Town's Information Technology (IT) Department, detailing which staff members have not fulfilled the training requirement.

Should an employee fail to complete the training by the end of the calendar year, a grace period of ten (10) calendar days will be granted. If the training is still not completed within the grace period, the IT Department reserves the right to suspend the employee's access to the Town's network until such time as the required training is successfully completed. Failure to complete the required training may also result in disciplinary action.

Exceptions to the aforementioned training deadlines may be granted on a case-by-case basis for new employees or employees who are unable to complete the training due to extenuating circumstances. In such instances, the employee or their department head must contact the IT Department, and extensions may be granted in a reasonable manner to ensure the training is completed within an appropriate timeframe.

Attachment: computer_policy_250408 (RES-2025-442 : Update Computer and Mobile Device Usage Policy - 2025 V1)

XI. Enforcement and Violations

This document is intended to provide a definition of acceptable and unacceptable computer and mobile technology usage for Town of Amherst provided equipment and resources. This document is not intended to be exhaustive or all-inclusive. Due to the rapid changes in information technology, this document presents general guidelines and principles for acceptable use.

All Town computer or mobile technology users are expected to understand this policy and the general concepts contained herein. If, for any reason, a computer or mobile technology user is unclear about acceptable use of Town issued equipment or resources, they are directed to contact their department head and/or the IT Department for clarification.

The IT Department will review alleged violations of the Computer and Mobile Technology Usage Policy, which may be brought by department heads, directly from IT Department staff, or from any other source. Upon discovery of any violation of this policy or best practices, the Town's Department of Information technology will log those violations in a central database, and the individual alleged to have violated the policy will be notified of the alleged violation with information on proper use of the system. Additional measures may be taken against an individual who has violated the Policy depending upon the repeated nature or severity of the violation. These measures can include, but are not limited to, contacting the employee's department head, contacting the employee directly, requiring additional cyber security or computer training, increased activity monitoring, disciplinary action, or any other appropriate action as determined necessary by the Town.

In the event the violating activity is considered egregious, excessively frequent or is suspected to constitute a crime, the offender may be subject to discipline up to and including termination, pursuant to applicable collective bargaining agreements and/or Civil Service Laws.

Attachment: computer_policy_250408 (RES-2025-442 : Update Computer and Mobile Device Usage Policy - 2025 V1)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 30346 **RESOLUTION 2025-443** **ADOPTED**

Microsoft 365 Pilot Implementation Agreement (CRS #5466)

AGENDA ITEM : APRIL 28th, 2025

TO: **Town Board**

FROM: **David Willer, Director of Information Technology**

DATE: **April 28th, 2025**

RE: **Microsoft 365 Pilot Implementation Agreement**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Agreement pending successful completion of the Contract Routing System.

Thank you.

4/28/2025
Consent

FINANCIAL IMPACT:

$7,000

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

Transitioning from On-Premise Microsoft Environment to Microsoft 365

Quote #JG-000352 v1

Prepared For:

Town of Amherst
Dave Willer
5583 Main St
Williamsville, NY 14221

P: (716) 631-7059
E: dwiller@amherst.ny.us

Prepared by:

Lighthouse Main
Jason Gunnells
1 West Seneca Street
Suite 2820
Buffalo, New York 14203

P: (716) 634-0509
E: jgunnells@lhtservices.com

Date Issued:
04.16.2025
Expires:
04.28.2025

Scope of Work

Project: Transition from On-Premise Microsoft Environment to Microsoft 365

Partners: Lighthouse Technology Services (LTS) + Town of Amherst (TOA)

Objective: A smooth, phased transition from a traditional Microsoft environment to Microsoft 365—with a strong emphasis on empowerin the Town of Amherst's team to **learn, manage, and grow** within the new environment. We're here to guide, support, and transfer knowled every step of the way.

Planning & Assessment

- **Project Kickoff** – Introduce teams, align goals, and review what success looks like.
- **Environment Review** – Inventory and assess current systems, licenses, and configurations.
- **Readiness Checks** – Identify infrastructure needs and prep for a smooth Microsoft 365 transition.
- **Client Objective** – TOA team is equipped to understand current systems and the "why" behind each step of the transition.

Setting the Foundation

- **Microsoft 365 Tenant Setup** – Build the tenant using best practices, with full documentation for TOA review and learning.
- **Security & Compliance** – Establish identity, access, and data protections—with clear handoff plans and training.
- **Exchange Online Preparation** – Ready the environment and explain the migration process in detail.
- **Collaboration Tools Configuration** – Set up OneDrive, SharePoint, and Teams, with guided walkthroughs and governance support.
- **Client Objective** – TOA team gains firsthand knowledge of the foundational setup and ongoing management.

Migration Strategy & Execution

- **Pilot Migration** – Run a test group with TOA involvement in prep, testing, and issue resolution.
- **Mailbox Migration** – Move email to Exchange Online with TOA learning how to monitor and support users.
- **Office App Deployment** – Install Microsoft 365 apps across devices, ensuring TOA can manage future deployments.

Attachment: Lighthouse_Technology_Services.JG-000352.v1.29 (RES-2025-443 : Microsoft 365 Pilot Implementation Agreement (CRS# 5466))

Attachment: Lighthouse_Technology_Services.JG-000352.v1.29 (RES-2025-443 : Microsoft 365 Pilot Implementation Agreement (CRS# 5466))

Scope of Work

- **File & Collaboration Migration** – Migrate shared drives with TOA participating in structure decisions and validation.
- **Client Objective** – TOA learns the process and tools needed to own user and data migrations moving forward.

Departmental Rollout

- **Phased Department Migrations** – Lighthouse supports as TOA coordinates internal rollout plans.
- **End-User Communications** – Co-develop communications and support materials for future internal use.
- **Client Objective** – TOA takes increasing ownership of scheduling, communications, and user support.

Ongoing Support & Optimization

- **Post-Migration Support** – Troubleshooting, health checks, and coaching for continued learning.
- **Training & Adoption** – Training will be an option depending on TOA's internal skills
- **Performance Tuning** – Work together to spot improvement opportunities and implement enhancements.
- **Client Objective** – TOA becomes self-sufficient in day-to-day Microsoft 365 administration and support.

Decommissioning On-Premise Systems

- **Final Cutover** – Migrate any final data or users with TOA involved in tracking and validation.
- **System Retirement** – Securely decommission systems, with clear documentation for future reference.
- **Client Objective** – TOA gains confidence in managing future changes and understanding their system lifecycle.

Managed Services

Description		Price	Qty	Ext. Pr
TB40	**40 Hours of Block Time.** This 40-hour block of IT professional services provides flexible access to experienced technical resources for project-based or ad-hoc support. Hours may be applied toward a wide range of IT initiatives including system upgrades, cloud migrations, security hardening, infrastructure optimization, user support, or consulting services. Work will be scoped, scheduled, and executed based on client priorities, with progress tracked and hours reported transparently throughout the engagement.	$175.00	40	$7,000.
Payment of this block will be due before the start of this project.				
			Subtotal:	**$7,000.**

Attachment: Lighthouse_Technology_Services.JG-000352.v1.29 (RES-2025-443 : Microsoft 365 Pilot Implementation Agreement (CRS# 5466))

Master Services Agreement

MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA" or "Agreement") is made and entered into this ____ day of _____, 2025 ("Effective Date" by and between Town of Amherst, ("Client", a New York corporation, with its principal place of business located at 5583 Main St and LIGHTHOUSE Technology Services, Inc., a New York corporation with its principal place of business located at Seneca One Tower, 1 Seneca S Suite 2820, Buffalo, New York, 14203 ("LIGHTHOUSE"). Client and LIGHTHOUSE are each a "Party" to this Agreement and collectively, the "Parties."

RECITALS

LIGHTHOUSE is engaged in the business of providing a wide variety of staffing, recruitment, human resources, and marketing services, information technology solutions, including but not limited to, lifecycle services, IT risk assessments, HIPAA risk assessments, enterprise consulting, infrastructure solutions, end user computing solutions, data center solutions, collaboration solutions, telecommunication and mobile solutions, staging, deployment, integration services, supplying job candidates for Direct Placement, as well as additional staffing an recruiting for contract, contract-to-hire, and any additional IT, staffing, or recruitment services as may be described in the attached Stateme of Work. The Parties intend this Agreement to govern their entire business relationship, including multiple Statements of Work and sales orders, as applicable. By entering into this Agreement, the Client desires to engage LIGHTHOUSE from time to time to perform certain Services and, if applicable, to separately assist the Client with product procurement through the sale of certain hardware and/or software products, and LIGHTHOUSE desires to be so engaged by Client, all in accordance with the terms and conditions set forth in this MSA and an Statement(s) of Work ("SOW") to which the Parties mutually agree.

1. TERM

1.1. Term. This MSA will remain in effect from month to month, in accordance with the provisions of this MSA. The SOW will continue for t period of time specified in the applicable SOW, notwithstanding the termination of this MSA, so long as neither Party is in default. Referenc in this Agreement to the MSA include and incorporate any signed SOW or Sales Order currently in effect between the Parties.

1.2. Renewal. This MSA will continue to remain in effect unless either Party gives written notice of the intent not to renew the MSA by providing sixty (60) days' advance notice of their intention to terminate.

1.3. Termination. This MSA and any SOW may be terminated by either Party on not less than sixty (60) days prior written notice to the othe Party. In the event either Party defaults in the performance of any of its material duties or obligations under this MSA and/or the SOW(s) ar the default is not cured within sixty (60)days (ten (10) days for payment defaults) after written notice is given to the defaulting Party specifying the default or after it ceases to be a going concern, becomes insolvent, makes a general assignment for the benefit of creditors, i subject to or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Code or any other federal or state statute relating to insolvency or protection of creditors, and the proceeding is no discharged within ninety (90) days after filing, then the non-defaulting Party may terminate this MSA and/or any SOW immediately by givin written notice to the defaulting Party. Expiration or termination for any reason shall not relieve Client of the obligation to make any paymer required to be made to LIGHTHOUSE for Services rendered or hardware or software sold by LIGHTHOUSE through the date of expiration or termination.

2. SOW

2.1. Process for the SOW. LIGHTHOUSE will provide Services, sell products ("Products"), procure candidates for Direct Placement, and prov contract staffing and recruitment services to Client as provided in each applicable SOW. Services will be described in an SOW in the form o an attachment. Once agreed, each SOW must be signed by each Party's authorized representatives and then attached to this MSA. Each SO constitutes a separate and individual agreement entered into by the Parties under the MSA. Except if any future SOW specifically identifies this MSA by name and date and states that the MSA is inapplicable, or that a specific provision of the MSA is amended or superseded by a specific provision of the SOW, this MSA shall govern the provision of all Services, the sale of all Products, and all staffing, recruitment, and furnishing of candidates for Direct Placement by LIGHTHOUSE. Subject to the prior sentence, in the event of any conflict between the term of this MSA and the terms and conditions of any SOW, the MSA will supersede with regard to legal matters and the SOW will supersede wit regard to business matters.

Attachment: Lighthouse_Technology_Services.JG-000352.v1.29 (RES-2025-443 : Microsoft 365 Pilot Implementation Agreement (CRS# 5466))

2.2. Changes to the SOW. If a Party wishes to change a SOW, and both Parties agree, the change will be documented in writing by a change order signed by both Parties' authorized representatives. The change order must describe the change, the impact that the change may hav on the SOW, the estimated resources and time required to implement the change and any change in prices, if applicable.

3. REMOVAL OF LIGHTHOUSE PERSONNEL

3.1. If Client in good faith objects to the proposed assignment of certain LIGHTHOUSE personnel to any project, LIGHTHOUSE will attempt t resolve Client's concerns on a mutually agreeable basis. If LIGHTHOUSE has been unable to resolve Client's concerns within ten (10) busine days, LIGHTHOUSE will remove the personnel from the project and re-assign new personnel. LIGHTHOUSE agrees that the existing personn may not be re-assigned or transferred until a suitable replacement has been approved by Client; unless the continued presence of the personnel on the project creates the potential of irreparable harm to the project.

4. PRODUCT PROCUREMENT

4.1. Orders. All purchases of Products shall be made by Client via purchase order, in writing or other Client approved electronic means issu by Client to LIGHTHOUSE, unless otherwise expressly agreed by the Parties in writing under a SOW. Estimates or forecasts provided by Clier shall not constitute purchase orders or commitments for purchases.

4.2. Timing of Delivery. LIGHTHOUSE will advise Client of the anticipated delivery date(s) for Products. LIGHTHOUSE will deliver Products tc Client in accordance with the terms and conditions of the purchase order or SOW. In the event LIGHTHOUSE discovers any potential delay that threatens the timely delivery or the full delivery of Products, LIGHTHOUSE will immediately notify Client of the revised schedule for delivery.

4.3. Product Delivery. LIGHTHOUSE will deliver Products to Client FOB origin. Title and risk of loss to the Products will pass to Client at the dock or other identified origin location.

5. DIRECT PLACEMENT FEES

5.1. Contingency Basis. Fees for Direct Placements are payable to LIGHTHOUSE, if, and only if, Client engages the services of a candidate referred directly by LIGHTHOUSE. The agreed-upon Referral Fee Client will pay LIGHTHOUSE for a Direct Placement will be a percentage of the Candidate's Annual Salary calculated from the Hire Date and multiplied by the applicable placement percentage fee. Pricing is outlined an attached Exhibit where applicable.

5.2. Ninety (90)-Day Guarantee. LIGHTHOUSE provides a ninety (90)-day guarantee to its Clients for all Direct Placements, beginning from t candidate's Hire Date. In the event the placement is discharged, terminated for cause, or resigns within the 90-day guarantee period, the Percentage of Direct Placement Fee Reduction will apply and can be found in an attached Exhibit.

6. INVOICING AND PAYMENT FOR STAFFING AND RECRUITMENT SERVICES

6.1. Invoicing. Where applicable, Invoicing for workers provided by LIGHTHOUSE for temporary assignment to Client, contract-to-hire fees, and direct hire fees are set forth in an attached Exhibit. Client agrees to pay LIGHTHOUSE for Services in accordance with the rates contain in an attached Exhibit, or in any applicable Purchase or Sales Orders executed between the Parties from time to time for various additional work requirements at rates to be mutually agreed upon. LIGHTHOUSE shall have the right to pass through any sales and service taxes and a mandatory increases in Federal, State, and/or local taxes. LIGHTHOUSE shall be reimbursed by Client, where applicable, for additional expenses, such as travel, lodging, and meals incurred by LIGHTHOUSE in accordance with an attached Exhibit, or as otherwise approved.

6.2. Payment. Where applicable, payment for staffing and recruitment services shall be paid by Client in accordance with an attached Exhibit. Any undisputed amounts on an invoice that are unpaid when due will be subject to a late payment charge equal to the lesser of 1.5 per month or the highest rate allowed by law. LIGHTHOUSE will be entitled to recover reasonable attorney's fees and costs associated with any collection action.

7. INVOICING AND PAYMENT FOR MANAGED AND PROFESSIONAL SERVICES

Attachment: Lighthouse_Technology_Services.JG-000352.v1.29 (RES-2025-443 : Microsoft 365 Pilot Implementation Agreement (CRS# 5466))

7.1. Invoicing. Unless otherwise provided in the applicable SOW, LIGHTHOUSE will invoice Client on the 1st day of the month for Services rendered during that month (for Managed Services) or for the previous month (for Professional Services or Products). The invoice will conta relevant information concerning charges assessed.

7.2. Payment. Invoices must be paid by Client within net thirty (30) days from the date of invoice unless other payment terms have been provided through LIGHTHOUSE's credit application process. Any undisputed amounts on an invoice that are unpaid when due will be subjec to a late payment charge equal to the lesser of 1.5% per month or the highest rate allowed by law. LIGHTHOUSE will be entitled to recover reasonable attorneys' fees and costs associated with any collection action.

7.3. Taxes. Unless Client is exempt and a valid exemption certificate is submitted to LIGHTHOUSE, Client is responsible for all applicable sale excise, use and/or other taxes resulting from any transaction under this MSA. Invoices will separately state the total amount of applicable taxes. In the event that additional sales taxes are assessed by state tax authorities, Client agrees to reimburse LIGHTHOUSE for any such additional taxes as must be remitted by LIGHTHOUSE.

8. WARRANTIES, LIMITATION OF LIABILITY, DISCLAIMER

8.1. Pass Through Product Warranties. Client acknowledges that LIGHTHOUSE is not the original manufacturer of the Products that LIGHTHOUSE may procure, configure, integrate and/or deploy on Client's behalf. However, to the extent permitted by the manufacturer of any Product procured by LIGHTHOUSE on Client's behalf, LIGHTHOUSE will assign and pass through to Client any and all end-user warrantie made by manufacturers.

8.2. Warranties. LIGHTHOUSE warrants that Services will be performed in a workmanlike manner in accordance with industry standards an that LIGHTHOUSE will comply with any and all applicable laws including federal, state, and local laws, rules, ordinances, codes, standards ar regulations; PROVIDED, HOWEVER, LIGHTHOUSE EXPRESSLY DISCLAIMS ANY WARRANTY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY,II CLIENT OR ANY THIRD PARTY MODIFIES ANY
ASPECT OF THE SERVICES. CLIENT'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE INDEMNITY AS SET OUT IN SECTION 11, THIRD-PARTY VENDOR WARRANTY AS SET OUT IN SECTION 8.1 AND THE REPERFORMANCE OF NON-CONFORMING SERVICES BY LIGHTHOUSE.

8.3. Disclaimer. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LIGHTHOUSE DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY,OTHER THAN THOSE IDENTIFIED EXPRESSLY IN SECTION 8.2, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LIGHTHOUSE WILL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS, OR CONSULTANTS UNLESS THIF PARTY SERVICES ARE PROVIDED UNDER A SOW AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED.

8.4. Limitation of Liability. In no event will either party have any liability or responsibility under any theory of liability or cause of action for any indirect, incidental, exemplary, special or consequential damages (including but not limited to, damages arising from business interruption or loss of profits or data), even if advised of the possibility of such damages. To the maximum extent permitted by applicable la LIGHTHOUSE's liability for damages shall not exceed the amount paid by Client for Services under the applicable SOW during the twelve (12 months preceding the occurrence giving rise to the claim(s). No action, regardless of form, arising in connection with this Agreement, may b brought by either Party more than one (1) year after the occurrence giving rise to the cause of action or be barred forever, except that any action for nonpayment may be brought within two (2) years after the date on which payment was due.

8.5. Limitation of Liability for Disclosure of Protected Health Information. LIGHTHOUSE agrees to use appropriate safeguards to prevent u or disclosure of protected health information other than as provided for by this Agreement and any applicable SOW. LIGHTHOUSE agrees to implement administrative safeguards, physical safeguards and technical safeguards ("safeguards") that reasonably and appropriately protec the confidentiality, integrity and availability of protected health information as required by the Security Rule, including those safeguards required pursuant to 45 C.F.R.§§164.308, 164.310, 164.312, 164.314 and 164.316, in the same manner that those requirements apply to client pursuant to 45 C.F.R. §164.504. LIGHTHOUSE will safeguard the confidentiality of client's confidential information, including protecte health information, in accordance with industry standards. In the event of a breach of client's confidential data, LIGHTHOUSE may assist wi breach notification obligations, if required under a HIPAA Business Associate Agreement, but has no further liability or responsibility under

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any theory of liability or cause of action for any indirect, incidental, exemplary, special or consequential damages as set forth in 6.4 above. To the maximum extent permitted by applicable law, LIGHTHOUSE' liability for damages pertaining to the unauthorized disclosure of client's confidential data, including protected health information, shall not exceed the amount paid by client for services under the applicable SOW during the twelve (12) months preceding the occurrence giving rise to the claim(s).

9. REQUIREMENTS AND RESPONSIBILITIES FOR STAFFING AND RECRUITING SERVICES

9.1. LIGHTHOUSE Responsibilities. In connection with the procurement of staffing and recruiting personnel for temporary assignment, contract-to-hire, or Direct Placement, LIGHTHOUSE agrees to furnish employees and job candidates who will have the skills required for the job and to furnish to such employees the specific address and name of the person to whom to report at Client's premises. LIGHTHOUSE further agrees to direct its employees to perform their duties under the supervision and control of Client's designated supervisors in accordance with Client's directions and instructions, to direct its employees to comply with all reasonable rules, regulations, policies, and procedures of Client, including but not limited to, fire protection, safety, and security and to direct its employees to work in coordination w the business and scheduling needs of Client.

9.2 Client Responsibilities. Client agrees to supervise and control the work performed by LIGHTHOUSE employees and/or contractors assigned to Client and to furnish a safe and appropriate place to work, appropriate safety and hazardous materials training, and all tools an other materials, including protective devices, protective wearing apparel, instruments and/or other materials required for LIGHTHOUSE employees and/or contractors to perform their duties in compliance with all local, State, and Federal safety, health, and environmental laws and regulations. Client further agrees to furnish to LIGHTHOUSE advance copies of any forms or other written documents to LIGHTHOUSE' employees and/or contractors are expected to sign.

9.3. Job Description. Client agrees that any LIGHTHOUSE employee assigned based on a particular job description may not have job duties changed without LIGHTHOUSE's prior written approval. Client shall indemnify, defend, and hold LIGHTHOUSE harmless from claims, losses, and expenses, that may be brought against LIGHTHOUSE on account of loss or damage to any property or injuries to or death of any person in connection with or incident to any act or omission by a LIGHTHOUSE employee whose job duties are changed without LIGHTHOUSE's approval including, but not limited to, those arising out of Federal and/or State wage and hours laws, Worker's Compensation claims, Unemployment Compensation claims, or Disability claims of LIGHTHOUSE employees whose job duties changed without prior approval, or claims under such similar laws, rules, regulations, orders, or obligations.

9.4 Use of Automobiles. Client will not allow LIGHTHOUSE employees and/or contractors to operate Client's owned and/or leased motor vehicles without LIGHTHOUSE's prior written consent. In any event, Client accepts full responsibility for any and all claims, including defens of such claims, involving bodily injury, properly damage, fire, theft, collision, cargo damage, or public liability damage sustained or incurred a result of LIGHTHOUSE's employees and/or contractors operating such vehicles and Client shall indemnify, defend, and hold LIGHTHOUSE harmless from any and all claims, losses, and expenses, that may be made against LIGHTHOUSE on account of loss or damage to any proper or injuries to or death of any person, in connection with or incident to a LIGHTHOUSE employee and/or contractor operating any such vehicle.

10. INSURANCE REQUIREMENTS

10.1. Insurance Requirements. LIGHTHOUSE shall, at its sole cost and expense, procure and keep in full force and effect during the term of the Agreement, at a minimum, the following kinds of insurance covering operations in the State in which the work is to be performed:

A. General Liability coverage in an amount not less than $1 million per occurrence/$2 million annual aggregate.
B. Umbrella Liability coverage in an amount not less than $5 million in the aggregate.
C. Workers Compensation insurance providing the statutory benefits and not less than $1 million of Employers' liability coverage.
D. Errors and Omissions insurance in an amount not less than $3 million per occurrence and annual aggregate.
E. Fidelity Bond/Employee Dishonesty coverage in the amount of $5 million per occurrence and annual aggregate.
F. Commercial Auto Liability insurance on all LIGHTHOUSE-owned, non-owned and hired automobiles with a minimum combined limit of no less than $1 million per occurrence.
G. Cyber Insurance in an amount not less than $5 million and subject to industry standard limitations and exclusions.

Attachment: Lighthouse_Technology_Services.JG-000352.v1.29 (RES-2025-443 : Microsoft 365 Pilot Implementation Agreement (CRS# 5466))

10.2. Proof of Insurance. Upon request, LIGHTHOUSE shall furnish certificates evidencing the insurance coverages stated above, and name Client as an additional insured on a direct and primary basis with respect to all services provided by LIGHTHOUSE to Client. All such certificates shall obligate the carriers to provide Client at least thirty (30) days prior written notice of termination of any such coverage, including termination for non-renewal.

11. INDEMNITY

11.1. Indemnification for Willful Misconduct or Negligence. Each party indemnifies and holds the other harmless from any third-party clai suit, action, liability, and cost of any kind, including attorney's fees and costs of litigation, for death or bodily injury caused by its willful misconduct or negligence. To receive the benefit of indemnification under this Section, the indemnified Party must promptly notify the indemnitor in writing of the claim or suit and provide reasonable cooperation (at indemnitor's expense) and tender to indemnitor (and its insurer) full authority to defend or settle the claim or suit. Indemnitor has no obligation to indemnify for any settlement made without its consent or for any claim to the extent lack of prompt notice shall have prejudiced indemnitor.

11.2 Indemnification for Acts or Omissions. Except as set forth in paragraphs 9.3, 9.4 and 11.3, LIGHTHOUSE shall indemnify, defend, and hold Client harmless from claims, losses, and expenses, that may be made against Client on account of loss or damage to any property of o injuries to or death of any person, to the extent caused by or resulting from the act or omission of LIGHTHOUSE or its employees and/or contractors, in conjunction with the supplying of temporary personnel under this Agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Disability claims of employees and/or contractors of LIGHTHOUSE or claims under such similar laws or obligations.

11.3 Jobsite Indemnification. Client represents that its worksite is safe and complies with all OSHA and other applicable laws, rules, and regulations. Client will indemnify, defend, and hold LIGHTHOUSE harmless from any and all claims, losses, and expenses in the event that, through no fault of LIGHTHOUSE, under the Occupational Safety and Health Act, Americans with Disabilities Act, or other applicable law or regulation, citations are issued or violations are found, or in case of any breach of any of the foregoing representations or obligations.

12. INDEPENDENT CONTRACTOR STATUS

12.1. Independent Contractor Status. LIGHTHOUSE understands and agrees that its status is solely that of an independent contractor and not an employee or agent of Client. LIGHTHOUSE shall be solely responsible for payment of its employees remuneration (including withholding of income taxes and Social Security taxes), maintaining in effect Worker's Compensation and disability insurance and all other mandatory benefits as required by Federal and/or State law.

13. MISCELLANEOUS PROVISIONS

13.1 Background Checks. LIGHTHOUSE uses a standard background check process that requires candidates for employment to successfully complete a criminal background check (CBC), motor vehicle records (MVR) check, or credit check in conjunction with the normal duties, or when otherwise required by LIGHTHOUSE. LIGHTHOUSE reserves the right to change its process as appropriate from time to time.

13.2. Excused Performance. No delay or failure of a Party to perform any of its obligations, other than payment obligations, under this MSA due to causes beyond its reasonable control, will constitute a breach or render that Party liable for the delay or failure to perform. Causes beyond a Party's reasonable control include but are not limited to: labor disputes, strikes, or other similar disturbances; acts of God; utilitie or communications failures; acts of the public enemy; commercial infeasibility; and riots, insurrections, sabotage, terrorism, or vandalism.

13.3. No solicitation of Employees. Client will not hire or solicit for employment (or as an independent contractor) any of LIGHTHOUSE's employees or independent personnel for a period of one (1) year after the latter of the date the person's engagement with LIGHTHOUSE is terminated or the termination of this MSA or any SOW. If this Section is breached, damages will be equal to 100% of the individual's annua payments.

13.4. Survival of Obligations. The termination of this MSA will not discharge or relieve either Party of any obligations and provisions that ar intended to survive the termination of this MSA.

Attachment: Lighthouse_Technology_Services.JG-000352.v1.29 (RES-2025-443 : Microsoft 365 Pilot Implementation Agreement (CRS# 5466))

Attachment: Lighthouse_Technology_Services.JG-000352.v1.29 (RES-2025-443 : Microsoft 365 Pilot Implementation Agreement (CRS# 5466))

Master Services Agreement

13.5. Confidentiality. For a period of five (5) years after disclosure, each Party to this Agreement (each, a "Recipient") shall protect and kee strictly confidential all non-public information disclosed by the other Party (each, a "Discloser") and identified as confidential by the Disclos ("Confidential Information"), and Recipient shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to any informatio that: (i) was previously known to Recipient, (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient b third party having no obligation of confidentiality to Discloser; (iv) is independently developed by Recipient; or (v) is required to be disclose as a matter of law. Both Parties are free to develop products independently without the use of the other's Confidential Information. Neithe Party is obligated to restrict the future work assignments of people who have had access to Confidential Information. In addition, these people are free to use the information that they remember related to information technology, including ideas, concepts, know-how or techniques, so long as they do not disclose Confidential Information in violation of this Agreement.

13.6. Waivers. No term or provision hereof shall be deemed waived and no breach excused unless the waiver or consent is in writing and signed by an authorized representative of the Party claimed to have waived or consented. No consent by either Party to, or waiver of, a breach by the other, whether express or implied, will constitute consent to, waiver of, or excuse for any different or subsequent breach.

13.7. Notices. All notices given in connection with this MSA shall be in writing and transmitted by (i) overnight express courier delivery with proof of reception; (ii) U.S. certified mail, return receipt requested, postage prepaid; or (iii) electronic communication, read receipt confirmation. Delivery of notices will be deemed given upon the date of receipt from a courier; the date certified mail return receipt is signed, or delivery is rejected; or date of confirmation of facsimile transmittal.

If to LIGHTHOUSE:

Attention:
LIGHTHOUSE TECHNOLOGY SERVICES, INC.
1 Seneca Street, Seneca One Tower,Suite 2820, Buffalo NY 14203

If to CLIENT: To the address set forth in the first paragraph of this Agreement, or to such other address as shall be advised by any Party to th other in writing.

13.8. Governing Law, Jurisdiction, and Venue. This MSA will be construed in accordance with and governed by the laws of the State of New York and the United States of America, without regard to its conflict of laws principles. The Parties consent to jurisdiction and venue in the courts located in Erie County, New York, or if there is federal jurisdiction, the U.S. District Court of New York. Jury trials are waived.

13.9. Data Security. LIGHTHOUSE will comply with the following data security requirements and provide sufficient evidence of its complian upon reasonable request by Client:

13.9.1. Acceptable Use. If the Services require LIGHTHOUSE to access or connect to any Client system or network, or require access to or transfer of any proprietary or Personal Information, LIGHTHOUSE agrees that any access, connection, or transfer will be used for the limitec purposes set forth in this Agreement or an SOW. If LIGHTHOUSE receives access or connection to any Client system or network, LIGHTHOUS and each of LIGHTHOUSE' employees, agents, affiliates, and subcontractors will hold all passwords, credentials, or login information in stric confidence and not share this information with any other person or entity for any reason.

13.9.2. Protection of Information. LIGHTHOUSE will also implement and maintain commercially reasonable technical and organizational controls and security methods to prevent any unauthorized use, disclosure of, or access to proprietary information, Personal Information, c other Confidential Information that Client does not expressly authorize. For purposes of this Agreement, "Personal Information" means personally identifiable information or protected health information of an individual person that is required to be protected by applicable la LIGHTHOUSE' controls and security methods will include: (i) maintaining a protected and secure data-center environment with physical acc restricted to authorized personnel, (ii) network and remote-access for end users restricted by firewall, two-factor authentication, encryptio and other electronic means, (iii) updated antivirus software with the most current antivirus definitions, (iv) current level of security patches To the extent applicable, LIGHTHOUSE' hosting facility will also provide (i) sufficient fire suppression equipment so as to protect the comput hardware and network hardware utilized, and (ii) backup power supplies to provide uninterrupted supplies of electricity.

Attachment: Lighthouse_Technology_Services.JG-000352.v1.29 (RES-2025-443 : Microsoft 365 Pilot Implementation Agreement (CRS# 5466))

Master Services Agreement

13.9.3. Compliance. LIGHTHOUSE will ensure that its controls and security methods will comply with all applicable federal and state laws, rules, and regulations regarding the privacy, confidentiality, and security of Personal Information, including compliance with the Payment Ca Industry Data Security Standard. LIGHTHOUSE will notify Client of unauthorized access, use, or disclosure of Personal Information within LIGHTHOUSE' custody and control upon confirmation of such unauthorized access, use, or disclosure. Each Party will reasonably cooperate with the other with respect to such unauthorized access, use, or disclosure, including its containment and investigation. Upon confirmation any vulnerability or breach of LIGHTHOUSE' security affecting Personal Information in LIGHTHOUSE' custody and control, LIGHTHOUSE will modify its processes and security program as necessary to remediate the vulnerability or breach. LIGHTHOUSE will indemnify, defend, and hold harmless Client, Client's affiliates, and any user granted access by Client to Client's account, system, or network from and against all losses, liability, demands, claims, suits, costs, penalties, fines, damages, and expenses (including reasonable attorney's fees and the costs of investigation and litigation) Client may incur as a result of any claim, investigation, or enforcement action by a third party arising out of LIGHTHOUSE' failure to safeguard Personal Information or as the result of a Security Incident as defined in Subsection 13.9.4 of this Agreement that occurs on or through LIGHTHOUSE' systems and that is not the result of any conduct by Client, Client's affiliates, and any us granted access by Client to Client's account, system, or network.

13.9.4. Security Incident Response. "Security Incident" means the loss or destruction of, unauthorized disclosure of, or unauthorized acces to or use of, Personal Information. If LIGHTHOUSE determines that it has experienced a Security Incident involving Client's Personal Information that may require LIGHTHOUSE to provide notice of such incident, LIGHTHOUSE will do the following: i.) Provide Client, as soon is reasonably practicable, with the following information, to the extent then available: (a) the date on which the Security Incident occurred, (b) the date on which LIGHTHOUSE discovered the Security Incident, (c) a brief description of such Security Incident, and (d) a description o the steps that have been, or will be, taken to investigate the Security Incident, mitigate its potential harmful effects, and prevent a recurren As allowed by law, Client will treat any information received from LIGHTHOUSE in connection with a Security Incident as confidential; ii.)Provide Client, as soon as is reasonably practicable and in all events before LIGHTHOUSE delivers any security breach notification to any individual affected, with a complete list, including name and mailing address, of each individual to whom LIGHTHOUSE will deliver the notic and iii.)Provide Client with a reasonable opportunity to review and comment upon any security breach notification that LIGHTHOUSE plans deliver to any individual before LIGHTHOUSE delivers such notice. But LIGHTHOUSE may provide the security breach notification to any individual prior to providing Client the information above and prior to the completion of Client's review and comment period under this paragraph if it is necessary to comply with applicable law. Client will not be responsible for, and LIGHTHOUSE will indemnify, defend, and ho harmless Client with respect to, any delay in notifying individuals, other than a delay caused by Client's review of a notification described in this paragraph.

13.10. Client Data Back-up. Client is solely responsible for executing proper data backup and recovery procedures before or after any Servi are rendered under any SOW.

13.11. Intellectual Property Rights. All intellectual property rights and other proprietary rights in and to the Services and deliverables, information, know-how, and processes related to the MSA, or developed outside the SOW(s) for Client's projects, will be LIGHTHOUSE's sol and exclusive property and will not be claimed to be a work made for hire. Client acknowledges and agrees: (i) that LIGHTHOUSE has the rig to reuse any of their know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by LIGHTHOUSE in the performance of Services or not, at any time and without limitation, (ii) that LIGHTHOUSE retains ownership of any and all of LIGHTHOUSE's intellectual property rights including, but not limited to, all methods, concepts, designs, reports, programs, and templates and (iii) that any third-party which has provided software products to Client retains all right, title, and interest in its software products. LIGHTHOUSE grants Client a non-exclusive right to use and display any deliverables as necessary in the conduct of business. This license is perpetual, provided that Client is not otherwise in default under this MSA.

13.12. Limitation of Actions. Unless otherwise provided by law, without the possibility of contractual waiver or limitation, any legal or othe action related to this MSA must be commenced no later than one (1) year from the occurrence giving rise to the claim or be barred forever

13.13. Attorneys' Fees. In the event of any legal action arising out of this MSA, the prevailing Party will be entitled to recover all costs, including reasonable attorneys' fees.

13.14. Successors and Assigns. This MSA shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. This MSA may not be assigned by either Party without the prior written consent of the other; except that LIGHTHOUSE may make an assignment to its parent company and any of its subsidiaries or affiliates without obtaining Client's prior written

consent.

13.15. Authority. Each Party represents and warrants to the other that as of the Effective Date of this MSA (i) it is an entity duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it has all requisite power and authority to enter into and perform its obligations; and (iii) the signor is an authorized representative and has the capacity to bind the entity.

13.16. Severability. If any provision of this MSA is found by competent judicial authority to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as i not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construe and enforced accordingly so long as such invalid or unenforceable provision does not materially affect the Parties' rights under this MSA.

13.17. Entire Agreement. This MSA, SOW(s), and any other written instrument, which is expressly incorporated herein by reference or otherwise made a part hereof, constitute the entire understanding between the Parties with respect to this subject matter and supersede a prior communications, representations and agreements. The MSA may not be varied except by a modification in writing signed by the Parti authorized representatives. Client's purchase orders or correspondence, or LIGHTHOUSE's reference to Client's purchase orders or Client's correspondence, after the Effective Date, will have no effect.

13.18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and of equal force and effect. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures.

13.19. Interpretation. Captions of the Sections of this Agreement are for reference purpose only and do not constitute terms or conditions. Each Party acknowledges that each have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither Party will b considered responsible for the preparation of this Agreement, which will be deemed to have been prepared jointly. The provisions of the Agreement allocate the risks between the Parties. These terms and conditions reflect this allocation of risk, and each provision is part of th bargained-for consideration of this Agreement.

13.20. Exports. Client may not export any of the results of the Services or Products sold hereunder except in compliance with applicable U. export control laws and regulations.

13.21. Publicity. LIGHTHOUSE may list the other Party as a client on promotional materials or on LIGHTHOUSE's website.

13.22. Negotiated Agreement. The Agreement has been negotiated by the Parties and their respective counsel. The Agreement will be fairl interpreted in accordance with its terms and without any strict construction in favor of or against either Party. Any ambiguity shall not be interpreted against the drafting Party.

This Master Services Agreement has been signed by the Parties effective as of the Effective Date.

LIGHTHOUSE Technology Services	**Town of Amherst**
Signed:_____	**Signed:**_____
Name:_____	**Name:**_____
Title:_____	**Title:** _____
Date:_____	**Date:** _____

Quote Summary	Amou
Managed Services	$7,000.
Total:	**$7,000.00**

Attachment: Lighthouse_Technology_Services.JG-000352.v1.29 (RES-2025-443 : Microsoft 365 Pilot Implementation Agreement (CRS# 5466))

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Acceptance	
Lighthouse Main	**Town of Amherst**
Jason Gunnells	Dave Willer
Signature / Name	Signature / Name Initials
04/16/2025	
Date	Date

Attachment: Lighthouse_Technology_Services.JG-000352.v1.29 (RES-2025-443 : Microsoft 365 Pilot Implementation Agreement (CRS# 5466))

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30343 **RESOLUTION 2025-444** **ADOPTED**

Town Acceptance of the Main Street Corridor Study

WHEREAS, the Town Board initiated the preparation of the Main Street Corridor Study to examine traffic conditions and circulation opportunities in the Eggertsville and Snyder areas and to inform planning for Main Street; and

WHEREAS, the Study considers traffic, circulation and parking concerns along the portion of Main Street that begins at the intersection of Bailey Avenue and extends to the intersection of the Interstate-290 and Main Street, traversing both the Snyder and Eggertsville neighborhoods; and

WHEREAS, the Town contracted with Dover Kohl & Partners and Creighton Manning Engineering on October 17, 2023 and December 21, 2023 respectfully to complete the Main Street Corridor study; and

WHEREAS, the Main Street Corridor Study featured public meetings to elicit public comment, conducted an online survey, and included a presentation of the Study Report at a Town Board Work Session on September 16, 2024; and

WHEREAS, the Town Board recognizes the interdependent relationship between Main Street and the valued character of Eggertsville and Snyder including the importance of maintaining a healthy and mature tree canopy along the corridor, and

WHEREAS, the Main Street Corridor Study is complete and should serve as a guiding document with strategies and actions to enhance the relationship between Main Street and the surrounding neighborhoods and improve mobility along the corridor, now therefore be it

RESOLVED, that the Town Board accepts the Main Street Corridor Study, authorizing and encouraging Town Departments to use it as a guide and resource to support traffic safety initiatives and transportation planning along Main Street, and to inform design and reconstruction efforts that may be undertaken by the Town and other agencies in the future.

4/28/2025
Consent

FINANCIAL IMPACT:

This action will have no impact on the Town operation budget or on the 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

Town Board Agenda of April 28, 2025

April 21, 2025

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

Subject: Request to Accept the Main Street Corridor Study

Honorable Members:

Attached is the final version of the Main Street Corridor Study conducted by Dover Kohl & Partners and Creighton Manning Engineering in conjunction with the Amherst Planning Department. The Town undertook this study to examine opportunities to improve traffic and transportation along Main Street from its intersection at Bailey Avenue extending to the intersection of the Interstate-290 ramps to the east, traversing both the Snyder and Eggertsville neighborhoods.

The Study involved an extensive outreach effort to engage the local community and stakeholders; analyze existing and projected traffic patterns; and propose recommendations for corridor improvements. The Planning Department will use the Study in its work with the Highway Department, Greater Buffalo-Niagara Regional Transportation Council (GBNRTC), the Erie County Department of Public Works, and the New York State Department of Transportation (NYSDOT) to guide future improvements.

Please contact me with any questions. I respectfully request your consideration of the attached draft resolution at your meeting on April 28, 2025.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/RR/ac
Att.
\\thdataserv\media\pln_media\Special_Projects\Main Street Corridor Plan\Executive Summary Report 2024\FINAL DOCUMENTS\Main_Street_Study_TB_Letter_042825.docx
cc: Steve Bengart, Town Attorney

Attachment: Main St Corridor Study TB letter 042825 (RES-2025-444 : Main Street Corridor Study)

MAIN STREET CORRIDOR PLAN

TOWN OF AMHERST

EXECUTIVE SUMMARY

DRAFT
AUGUST 2024



Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor

Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor

PLANNING TEAM

Dover, Kohl & Partners
Community Engagement & Urban Design

Creighton Manning Engineering
Transportation Engineering

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INTRODUCTION

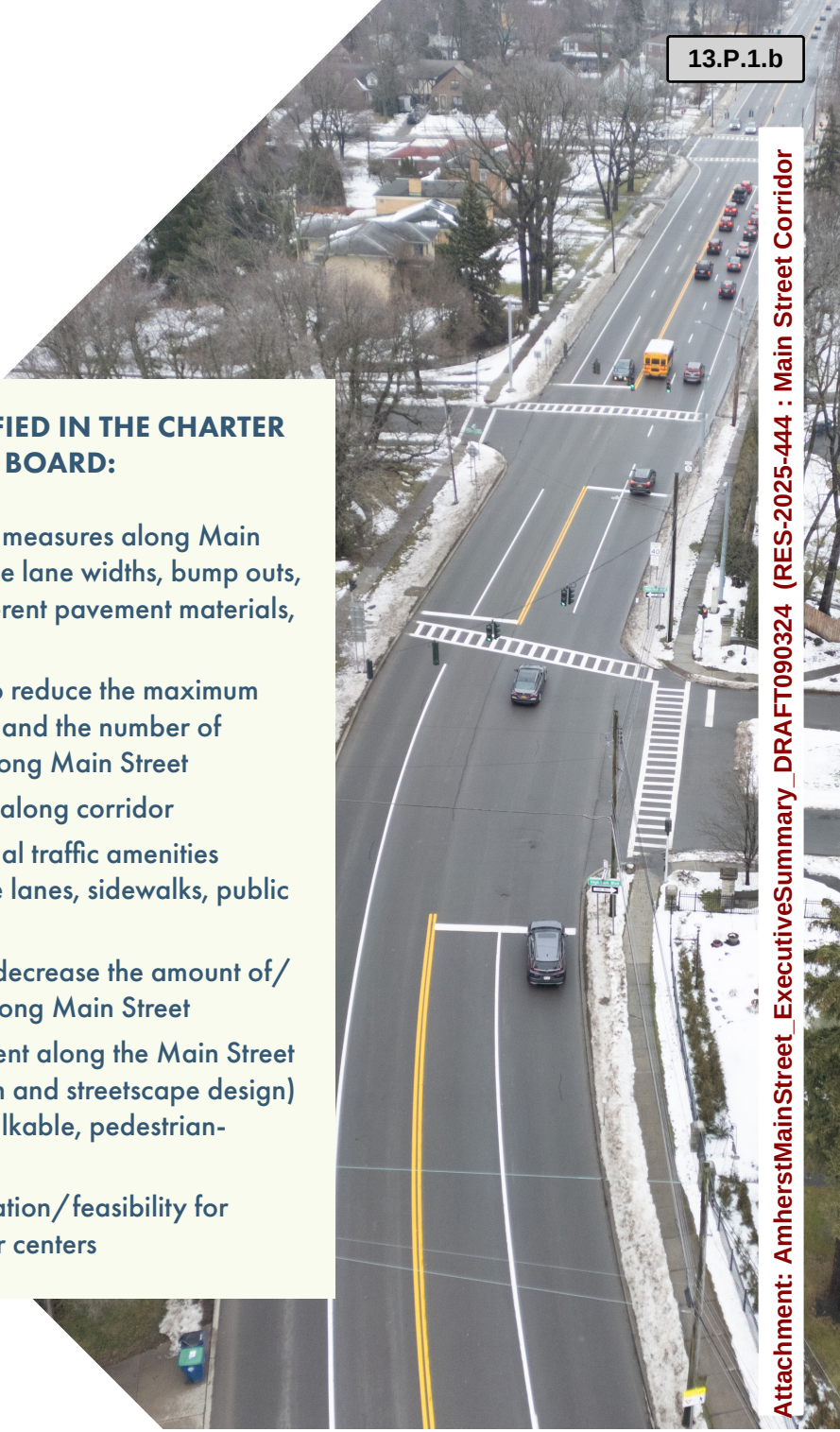
PROJECT BACKGROUND

The Town of Amherst is creating a Corridor Plan to address transportation/traffic circulation, parking, and pedestrian safety along Main Street and its immediate surrounding neighborhoods. The study area traverses both the Snyder and Eggertsville neighborhoods and is delimited on the east by the intersection of Kensington Avenue and the I-290/I-90 on and off ramps with Main Street, and continues west to Bailey Avenue, approximately 2.4 miles. Main Street is a major arterial roadway under the jurisdiction of the New York State Department of Transportation (NYSDOT). It is one of the Town's main east/west corridors used as a primary commuter route for people living both east and west, leading to Buffalo, the Village of Williamsville and surrounding communities, and for commerce from within and outside the region.

This section of Main Street is largely traditional in character as defined in the Town's Comprehensive Plan and features medium to large homes with moderate setbacks interspersed with small-scale neighborhood centers that feature civic and business uses with shallow setbacks close to the street. These nodes are identified in the Town's Comprehensive Plan as "mixed-use centers" and have been identified for application of the Town's traditional infill mixed-use zoning districts. Healthy, mature trees that line sidewalks in some areas are valuable assets that define community character. This project was launched to provide a community vision with strategies and recommendations to improve street design, specifically addressing safety, multimodal movement and the relationship between Main Street and the surrounding neighborhoods along the corridor.

PROJECT GOALS IDENTIFIED IN THE CHARTER ADOPTED BY THE TOWN BOARD:

1. Identify traffic calming measures along Main Street that could include lane widths, bump outs, on-street parking, different pavement materials, rumble strips, etc.
2. Determine feasibility to reduce the maximum speed limit of 40 mph, and the number of varying speed limits along Main Street
3. Evaluate turning lanes along corridor
4. Assessment of additional traffic amenities including signage, bike lanes, sidewalks, public transit (bus stops), etc.
5. Develop a strategy to decrease the amount of/ consolidate signage along Main Street
6. Evaluate the environment along the Main Street corridor (beautification and streetscape design) and its relation to a walkable, pedestrian-friendly environment
7. Consider potential location/feasibility for municipal parking near centers



Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor

PLANNING PROCESS

HANDS-ON DESIGN WORKSHOP

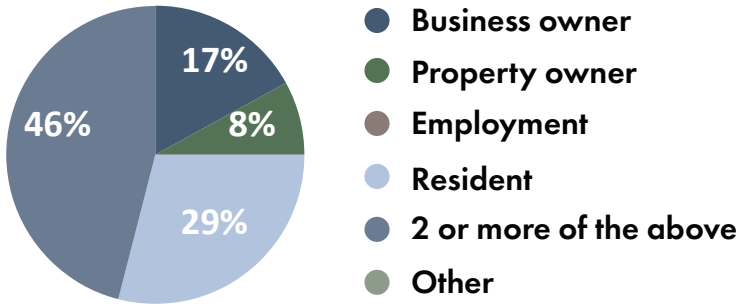
JANUARY 23, 2024

The Town of Amherst's Main Street Corridor Plan kicked off with a community Hands-On Design Workshop on January 23, 2024, in the Yurtchuk Student Center on the Daemen University campus. The event provided residents and other stakeholders an opportunity to learn more about the project, meet the planning team, and better understand some of the constraints and opportunities associated with Main Street while also learning more about best practices in street design.

Attendees were asked a series of questions to help the team better understand who was in attendance, their usage patterns, and their ultimate desires and goals for the redesign of the corridor.

Attendee responses are summarized in Figures 1 to 7 below and on the next page. Following this, individuals participated in small group conversations where they could voice ideas and concerns for the corridor as well as having the chance to "Build the Street Your Way," an activity that encouraged groups to use playing pieces (Figure 8) – including car travel lanes, bike lanes, sidewalks, and street trees – and envision how they would redesign the street space. Groups were encouraged to explore a scenario that worked within the existing curb-to-curb width as well as the full extent of the right-of-way. At the end of the event, one participant from each table presented their group's vision for Main Street.

Figure 1. What best describes your interest in Main Street?





Presentation by the Planning Team at the Hands-On Design Workshop.

Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor

Figure 2. How often do you DRIVE along Main Street?

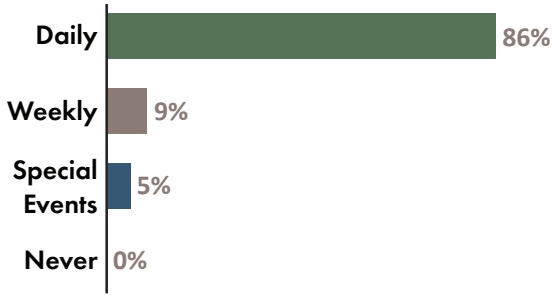


Figure 3. How often do you travel along Main Street by BUS?

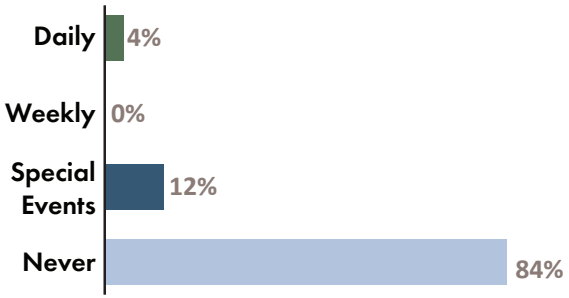


Figure 4. How often do you WALK in the study area?

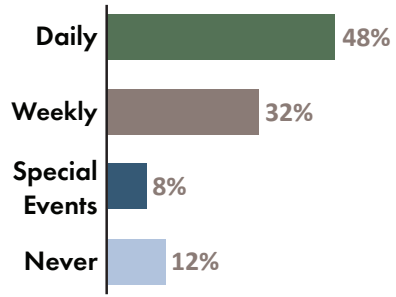


Figure 5. How often do you BIKE in the study area?

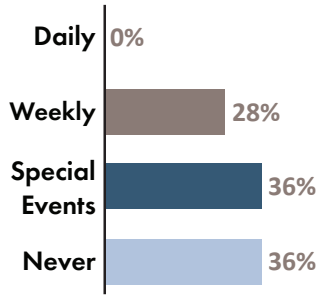


Figure 6. Would you walk/bike more frequently if there was safer/improved on-street accommodations (wider sidewalks, crosswalks, bike lanes, etc.)?

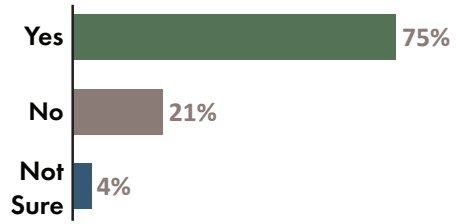


Figure 7. What is most important ab the future design of Main Street? Choose top 2 priorities:

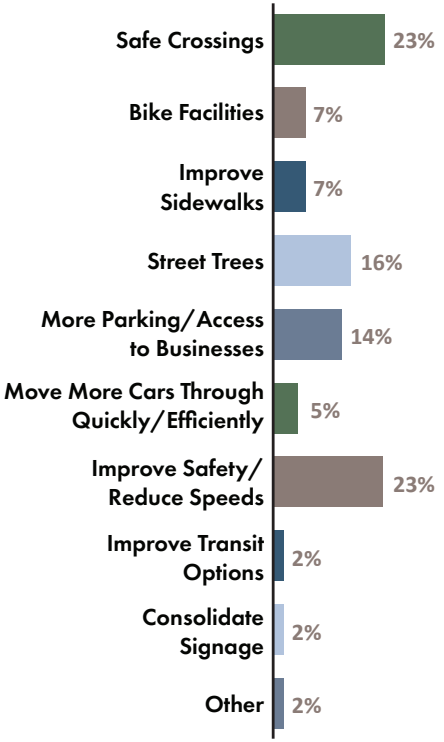
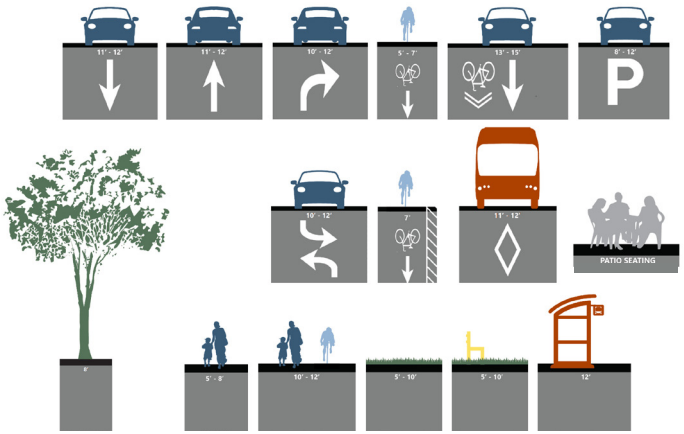


Figure 8. Examples of playing pieces available for groups to use as part of the "Build the Street Your Way" exercise at the Hands-On Design Workshop.



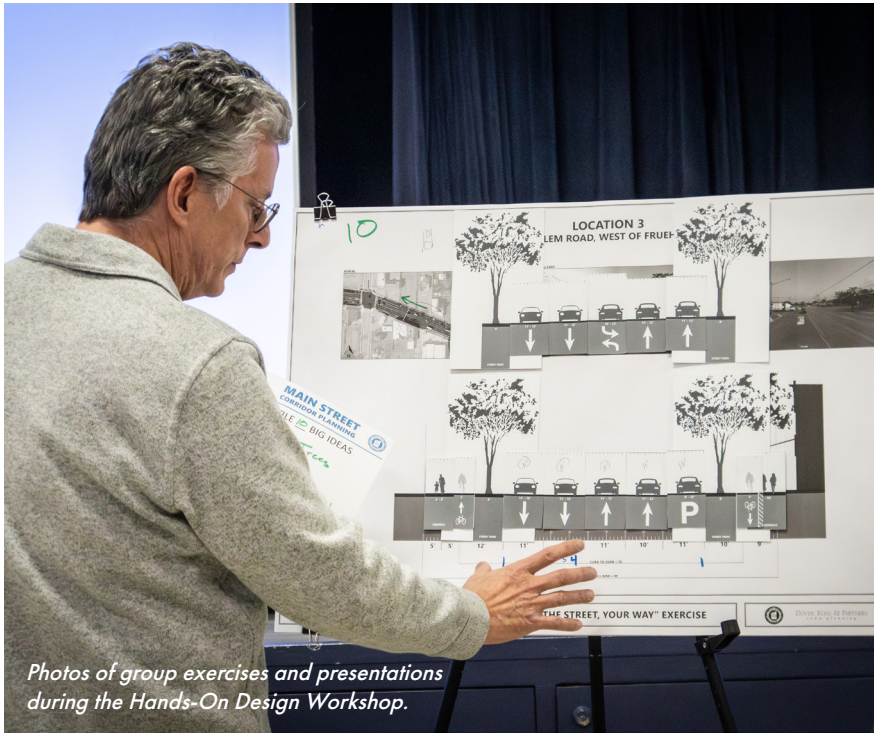
Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor











Photos of group exercises and presentations during the Hands-On Design Workshop.





Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor



Following the event, ideas from the workshop along with feedback received from printed survey forms were compiled into a list of **Big Ideas**, organized around four common themes. These ideas are summarized below.

SAFETY

- Add traffic calming measures (including reducing or narrowing lanes)
- Want slower speeds / consistency in speed
- Pedestrian crossings are inconsistent (see improve walking/biking)
- "Street diet"
- Have a center turn lane for whole corridor – could have some landscaped medians if they can be accommodated to help with crossing
- Prioritize safety
- Address dangerous locations (curves at Harlem Rd and High Park/ Ivyhurst, bridge crossing I-290)
- "Extra commute time is OK"

WALKING/BIKING

- Accommodate cyclists/bikes on or off-street but preferably off
- Improve bike connectivity
- Village walkability/bikability
- Buffered bike facilities
- Prioritize pedestrians
- No bike lane on-street but try to accommodate off-street (e.g., multi-use path)
- Bump-outs design doesn't feel safe for cyclists (Chateau bump-out doesn't feel safe for pedestrians)
- Pedestrian crossings
- Widen sidewalks
- Incorporate other modes of transportation

BEAUTIFICATION

- Move power lines underground
- Improve landscaping (native plants if possible)
- Patios (e.g., outdoor dining, cafe seating)
- Benches for pedestrians
- More street trees and landscaping
- Larger green space area with trees and shrubs as buffers for pedestrians and beautification
- Make it have a "village" feel
- "Feel over function"
- Benches and plantings at intersections, especially at bus stops

TRANSIT

- Incorporate other modes of transportation
- Re-introduce trolleys or tram running through to the Village of Williamsville
- Add sheltered bus stops
- Improve safety for people waiting for the bus

Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor

DESIGN STUDIO

JANUARY 24-26, 2024

Following Tuesday evening's event, the planning team set up a temporary design studio at the Harlem Road Community Center. Over the next couple of days, the team met with stakeholders and interested community members to gather feedback and better understand their unique perspectives. In addition, the studio opened its doors from 12-2pm on January 24th and 25th for "Brown Bag Lunch Presentations" given by team representatives from Dover, Kohl & Partners and Creighton Manning Engineering (see image right). These presentations focused on the topics of Placemaking, Street Design, and Livable Engineering, providing insight to the considerations and analyses that are explored as part of a project like this one. Following each presentation, an open forum allowed for conversation between community participants and the planning team.



Lunch & Learn events at the Design Studio in presentations on the principles of good street

"beautification - make it more of a village feel"

"that my kids can bike to the middle school/high school... traffic calming for sense of place"

WHAT IS YOUR TOP PRIORITY FOR MAIN STREET?

(Input from Community Participants)

"Safer conditions for pedestrians, bicyclists, slower speeds for traffic, more street trees and green space."

"benches and plantings at intersections, especially at bus stops"

"off-road bike lanes or shared use path"

"make it safer for pedestrians, small children, and cyclists... slow the flow of traffic"

Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor

Figure 9. What is your top priority for the design of Main Street:

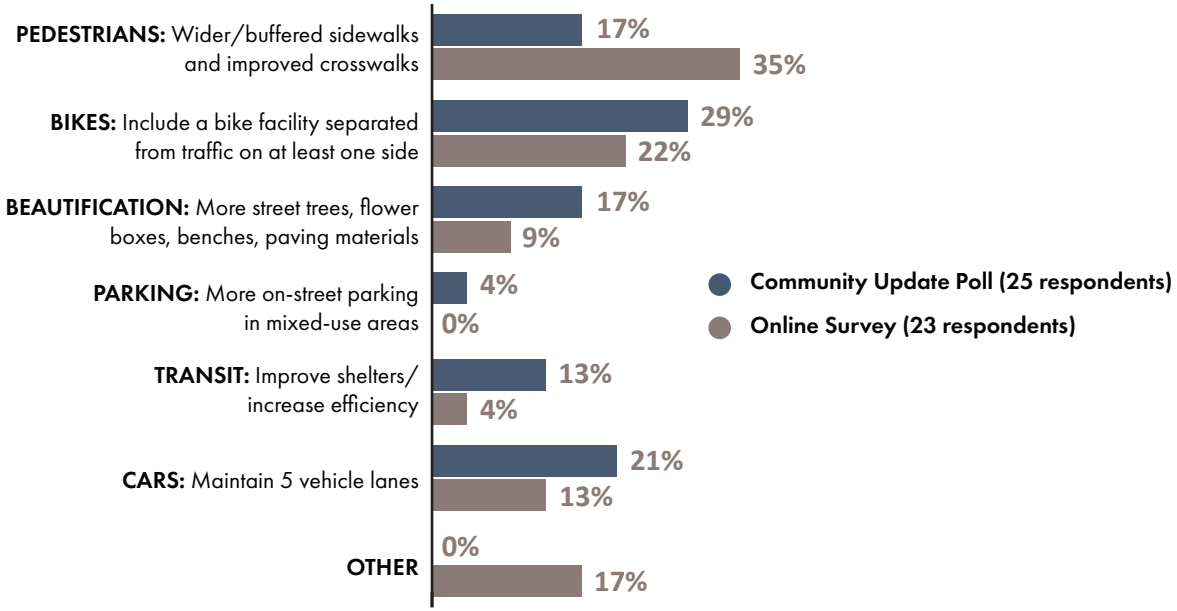
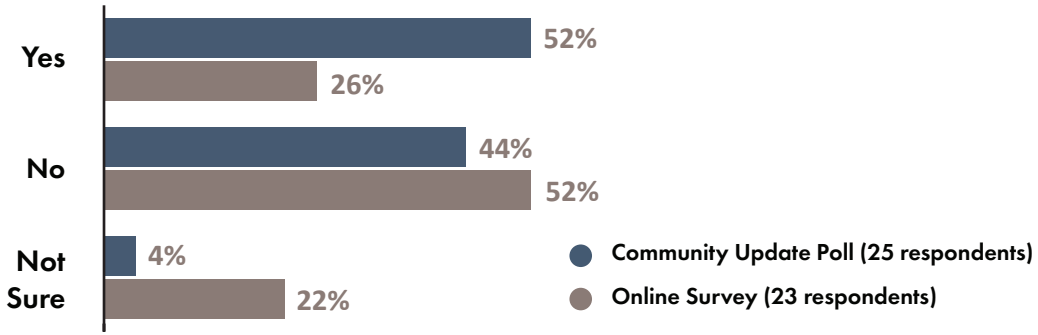


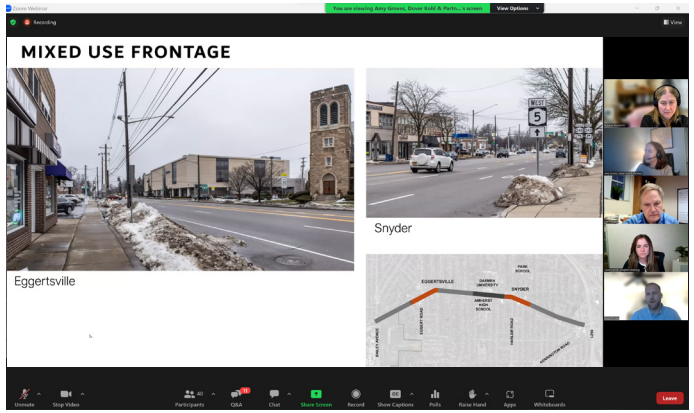
Figure 10. Would you be willing to double your travel time during the peak commute in exchange for: traffic calming, fewer crashes, a more comfortable pedestrian environment, greater separation between cars and the sidewalk, improved pedestrian crossings, and space for bicycles?



VIRTUAL COMMUNITY UPDATE
MARCH 14, 2024

In March 2024, a community update meeting was held via Zoom with more than 35 people in attendance. Following up on the work done at the design workshop, the presentation summarized the findings from an existing conditions analysis, and included proposed concepts for a 3-lane and 5-lane redesign of the corridor for mixed-use and residential neighborhood areas of the corridor. Benefits and drawbacks of each design consideration were shared, including potential traffic impacts based on analysis by Creighton Manning. At the end of the presentation, participants were asked a series of questions to determine a preferred design concept for each character area. A recording of the meeting was posted on the town's website along with the polling questions, so residents who were not able to attend could also submit their responses and provide feedback. Responses to the virtual poll and online survey are shown in Figures 9 and 10 while Figure 11 shows a screenshot from the virtual event.

Figure 11. Virtual Community Update Presentation.



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EXISTING CONDITIONS ANALYSIS

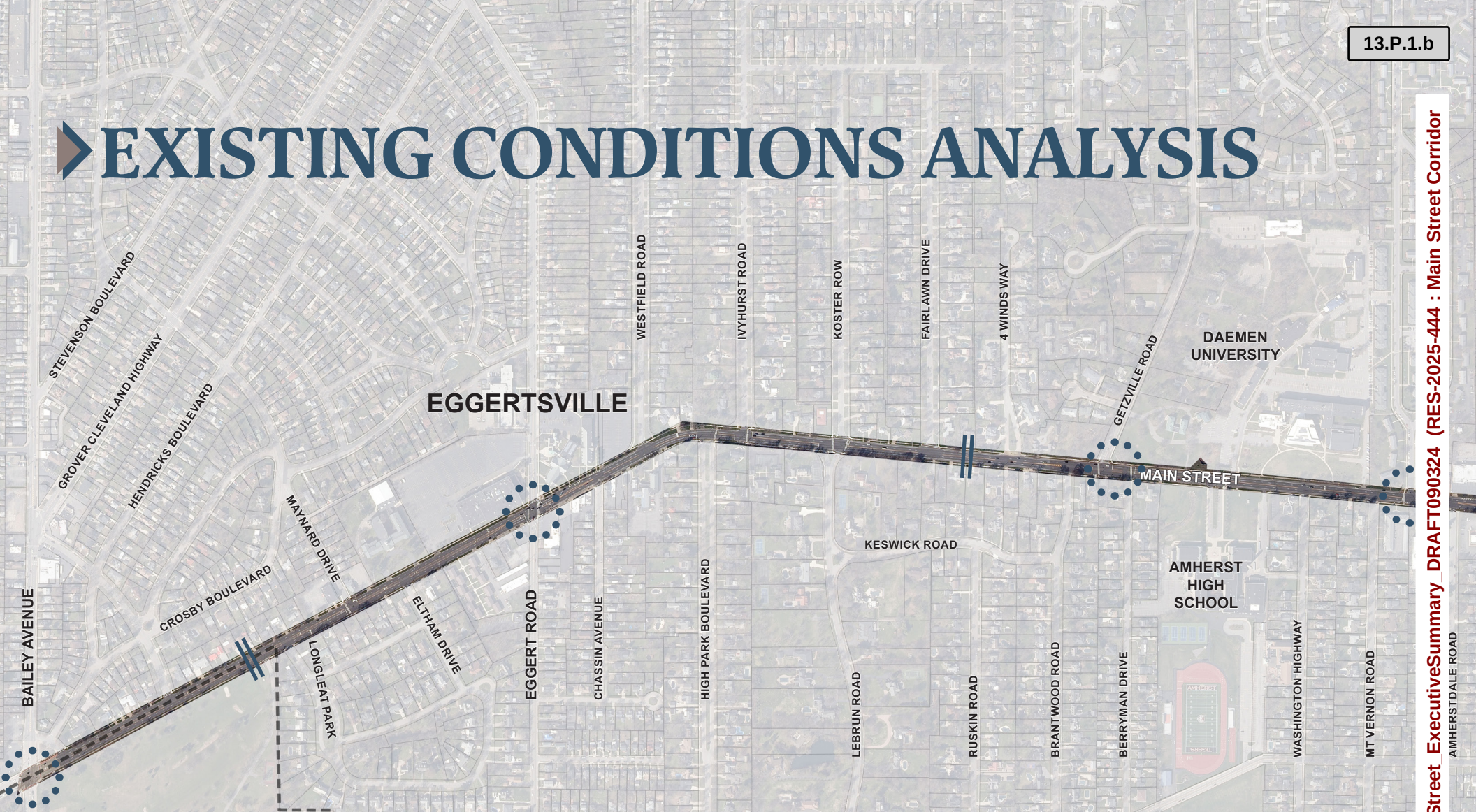


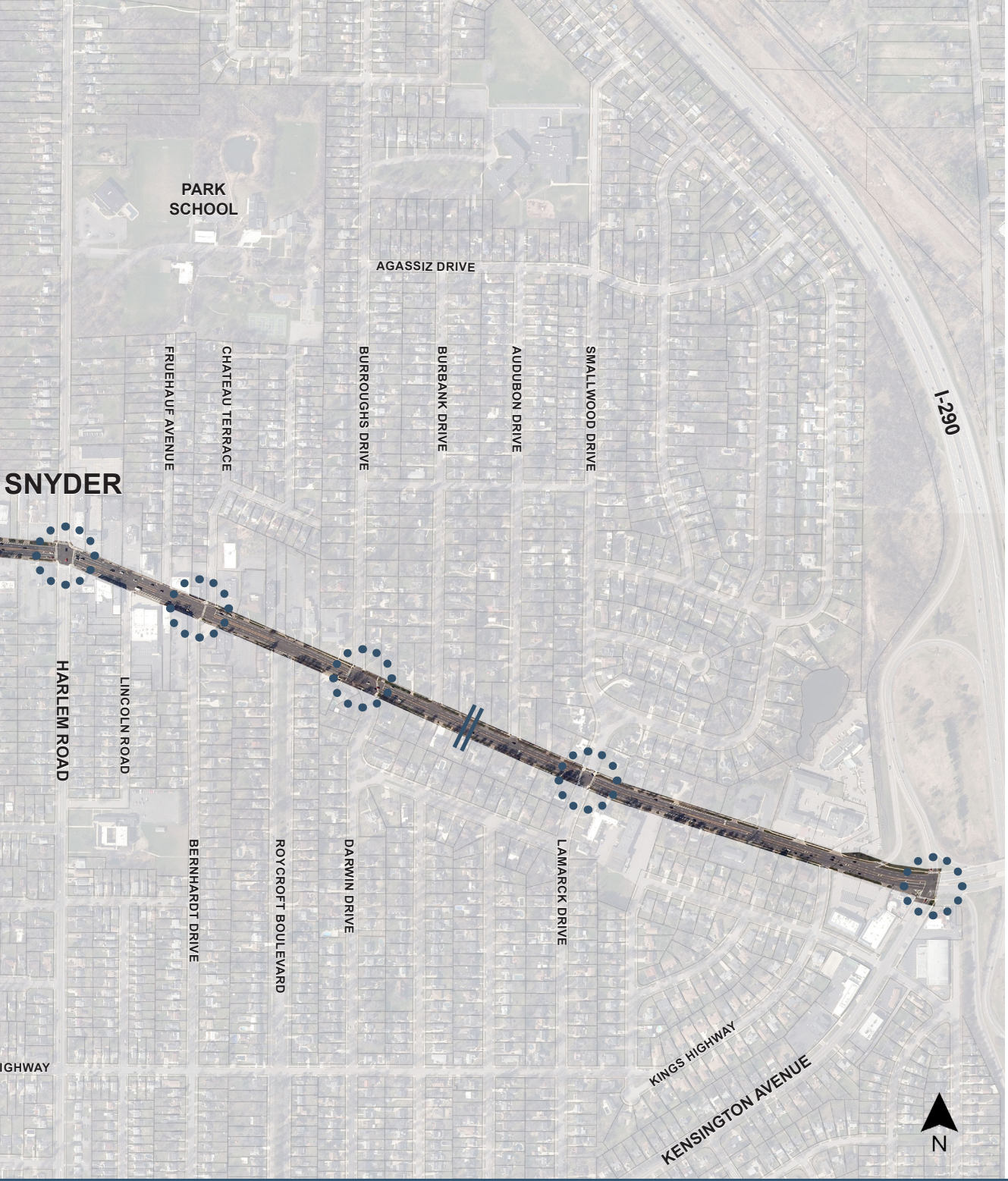
Figure 12. Main Street Corridor Plan Study Area.

Automated Traffic Recorder (ATR) location

Turning Movement Count (TMC) location

(See page 11 for details)

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OVERVIEW

The study area for the Main Street Corridor Plan (see Figure 12 left) runs east-to-west from the I-290 ramps near Kensington Avenue to Bailey Avenue. Originally a street car route to Buffalo, some of the Town's earliest settlements formed along this street. In Eggertsville and Snyder, buildings were pulled up closer to the street edge containing a mixture of uses; residential areas filled in between these neighborhood centers. Today much of this historic land use pattern remains, with mixed-use/ commercial development centered around the intersections of Main Street with Eggert and Harlem Roads. No longer a trolley route, the street design has changed over time to include multiple vehicle lanes. This initiative is an opportunity to design the road to best meet the needs of the community today and in the future.

MAIN STREET
EXISTING CONDITIONS:

- Classified as an Urban Principal Arterial on the National Highway System (NHS)
- 4 to 5-lane roadway with two 11 to 12-foot wide travel lanes in each direction
- Sections of the corridor have a two-way-left-turn lane, or on-street parking
- Sidewalks, typically 5 feet in width, are provided on both sides of the road
- Areas of healthy, mature tree canopy
- No dedicated bike facility
- Right-of-way varies from 90 to 100 feet
- The posted speed of the road is 40 mph with the exception of three school zone areas which are posted 30 mph

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PREVIOUS PLANS AND STUDIES

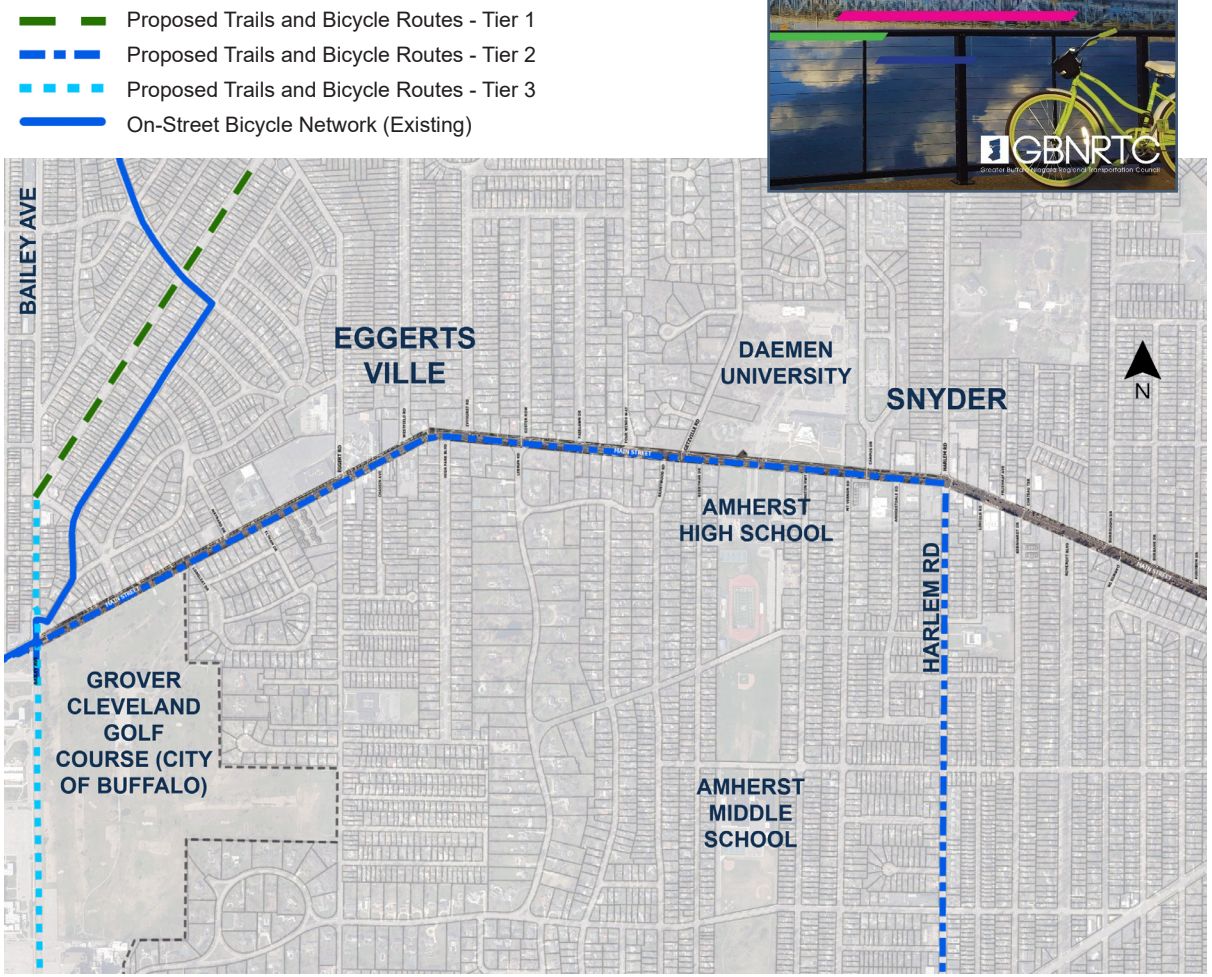
Planning for the Main Street corridor builds upon previous plans and studies undertaken by the Town of Amherst and others. The Town's Comprehensive Plan provides a vision for future land use, and identifies Traditional Mixed Use areas in the neighborhood centers of Eggertsville and Snyder. The future street design should support the street-oriented mixed-use buildings that are typical for this designation with a comfortable pedestrian realm.

The Greater Buffalo-Niagara Regional Transportation Council (GBNRTC) prepared a Regional Bicycle Master Plan in 2020 (Figure 13) that identifies existing and desirable future bike routes in Erie and Niagara Counties. This plan identifies most of the Main Street Corridor study area (from Bailey Avenue to Harlem Road) as an on-road Tier 2 Proposed Bicycle Route (Figure 14). This study is an opportunity to implement a dedicated bikeway on the corridor, which could be on-road or a protected/buffered bike lane that further increases safety and encourages use. It should be noted, the Bicycle Plan does not continue a bike route east of Harlem Road, acknowledging the barrier presented by I-290. It is possible that future design improvements to the interstate ramps, under consideration by NYSDOT, could open new opportunities for safe and comfortable bicycle crossings further east to the Town of Williamsville.

Figure 13. Bike Buffalo Niagara Regional Bicycle Master Plan Report.



Figure 14. Existing and proposed bicycle routes identified by GBNRTC.



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TRAFFIC DATA COLLECTION

Traffic volume data was recorded using automated traffic recorders (ATRs) placed at three locations along Main Street: East of Park Circle, East of Fairlawn Drive, and West of Audubon Drive. These ATRs recorded the volume, speed, and classification (e.g., passenger car, bus, truck, etc.) of passing vehicles. This data was then processed and analyzed to identify the prevailing traffic volumes and travel speeds throughout the corridor. The 85th percentile vehicular speed was identified along each corridor segment to be 44 MPH. The total annual average daily traffic (AADT) along the three study segments is listed in Table 1 to the right. Additionally, Figure 15 illustrates the hourly variation in two-way traffic for the corridor and indicates that while Main Street has morning and evening rush hours that are typically seen on primarily commuter roads, it also has a long traffic plateau from 7:00 a.m. through 5:00 p.m.

Additionally, manual turning movement counts were conducted at nine signalized intersections along the corridor, including:

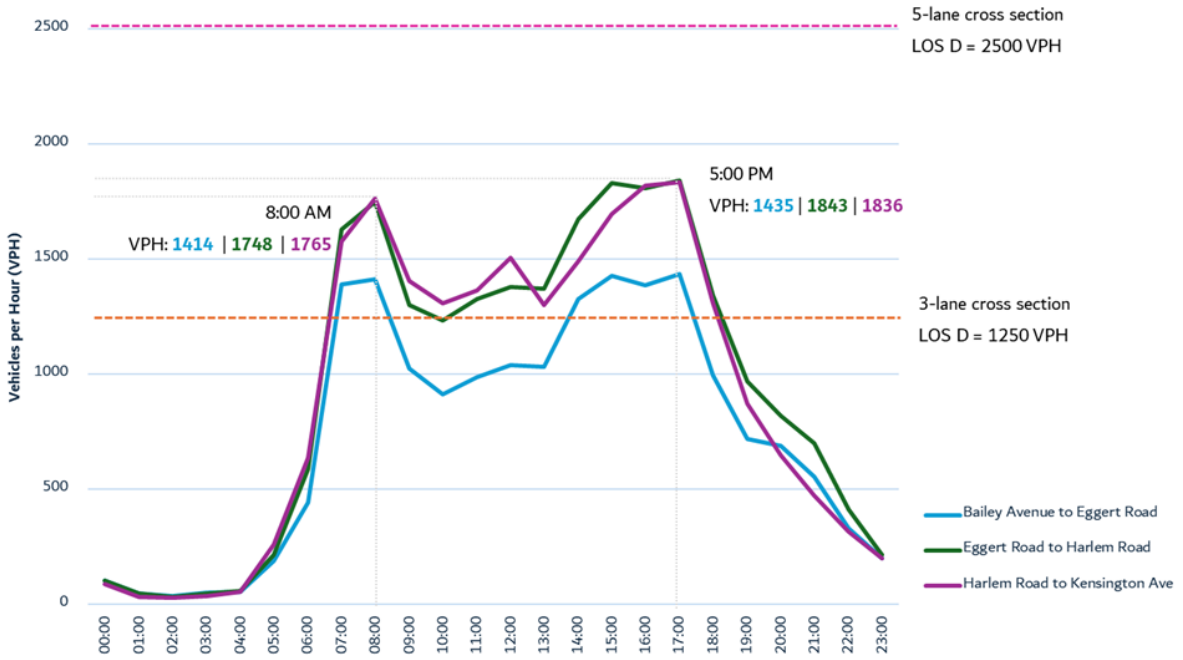
- Bailey Avenue
- Eggert Road
- Getzville Road/Berryman Drive
- Campus Drive
- Harlem Road
- Chateau Terrace/Bernhardt Drive
- Burroughs Drive/Darwin Drive
- Smallwood Drive/Lamarck Drive
- Kensington Avenue/I-290 Off Ramp

In late 2023, Creighton Manning began collecting data to better understand the existing conditions of the corridor. Traffic data was collected on December 5 and 6, 2023, while parking and signage was inventoried on November 22, 2023 and January 26, 2024. Results are summarized on the following pages.

Table 1. Existing daily traffic and travel speeds on Main Street.

SEGMENT	AADT	85TH PERCENTILE SPEED
BAILEY AVE TO EGGERT RD	17,600	44 MPH
EGGERT RD TO HARLEM RD	22,500	44 MPH
HARLEM RD TO KENSINGTON AVE	21,700	44 MPH

Figure 15. Main Street weekday hourly traffic variations.



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Counts were conducted on a typical weekday during the morning and evening peak periods. Based on a review of the data, the general peak hours occurred from 7:30 a.m. to 8:30 a.m. and from 4:30 p.m. to 5:30 p.m.

PEDESTRIAN AND BICYCLE CHARACTERISTICS

Pedestrian and bicycle counts were conducted at the same time as the vehicular intersection turning movement counts in December 2023. Table 2 right shows the number of pedestrian crossings and bicycle trips observed at each of the study intersections, during the peak hour traffic counts.

The data shows the busiest crossing location is the Main Street/Campus Drive intersection followed by the Main Street/Harlem Road and Main Street/Chateau Terrace/Bernhardt Drive intersections. The data did not identify heavy use by bicyclists. The lack of existing bicycle infrastructure and resulting uncomfortable cycling environment, as well as the time of year the data was collected (winter) are likely reasons contributing to this result.

Sidewalks are provided on both sides of Main Street. Likewise, crosswalks are provided across all the study signalized intersections however they may only exist on one side of the street at certain locations. During a field visit, it was noted that sidewalks and crosswalks are generally in good condition.

As illustrated in the existing conditions photos on the next page, although there are consistent sidewalks, in many locations they are not buffered from moving traffic, and long crosswalks make walking in some areas uncomfortable. The speed of traffic and lack of separated bike facilities make cycling on the corridor today infeasible for many except the most skilled riders.

Table 2. Pedestrian and bicycle counts (December 2023).

INTERSECTION	PEDESTRIAN CROSSINGS		BICYCLE TRIPS	
	AM PEAK HOUR	PM PEAK HOUR	AM PEAK HOUR	PM PEAK HOUR
MAIN ST & BAILEY AVE	21	12	1	4
MAIN ST & EGGERT RD	13	5	1	1
MAIN ST & GETZVILLE RD/BERRYMAN DR	14	31	1	0
MAIN ST & CAMPUS DR	25	33	2	0
MAIN ST & HARLEM RD	20	19	2	0
MAIN ST & CHATEAU TER/BERNHARDT DR	20	18	2	0
MAIN ST & BURROUGHS DR/DARWIN DR	9	9	0	0
MAIN ST & SMALLWOOD DR/LAMARCK DR	20	9	0	0
MAIN ST & KENSINGTON AVE/I-290 RAMP	6	0	0	1

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FRUEHAUF AVENUE & MAIN STREET (LOOKING EAST)



FRUEHAUF AVENUE & MAIN STREET (LOOKING WEST)



EGGERT ROAD & MAIN STREET (LOOKING EAST)



FAIRLAWN DRIVE & MAIN STREET (LOOKING EAST)

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SIGN INVENTORY

In December 2023, members of the planning team visited Amherst and used a specialty-built geospatial data collection app to identify, photograph, and geolocate all street signs throughout the corridor. In total, 555 street signs were identified and cataloged into a geospatial database and then mapped. Figure 15 right illustrates examples of the four identified sign types while Figure 16 below maps the signs by type and location to assess where and how roadway signage must be altered to accommodate the proposed improvements or to reduce sign clutter.

The signs were grouped according to the Federal Highway Administration (FHWA) classification:

Regulatory – Signs that proscribe or regulate behavior, like speed limit or "no parking" signs.

Warning – Signs that alert drivers to potential obstacles or roadway conditions, such as "signal ahead" or "yield to pedestrians" signs.

Guide – Signs that aid in wayfinding or identification of roadway routes, like route marker and street name signs.

Other – Other signage that did not fit the prior three categories. NFTA bus stop signs were the most common type of "other" signage.

Recommendations on improving the quantity and location of signs along the corridor are explored as part of the *Additional Considerations* section.



Figure 15. Examples of regulatory, warning, guide, and other signs along the Main Street corridor.

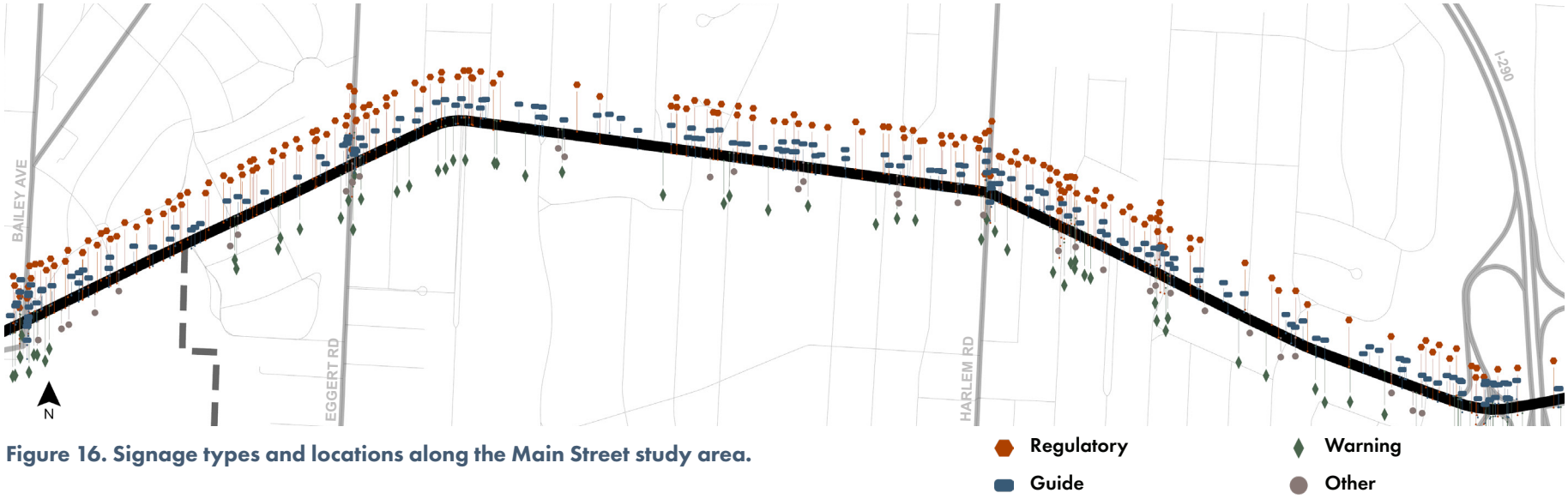


Figure 16. Signage types and locations along the Main Street study area.

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PARKING INVENTORY

Like signage, on-street parking areas will likely be impacted by proposed corridor improvements. On November 7, 2023 and January 25, 2024 during a midday peak hour and evening peak hour, the team inventoried the total number of parking spaces (inventory), the percentage of these spaces that were filled (occupancy), and the on-street regulations (see figure below) that dictate where and how people can park their vehicles. While some spaces were demarcated as individual spots using paint and striping, non-striped inventories were calculated by measuring the total length of parking areas and dividing by the average length of an on-street parking spot (20 feet). The planning team determined that there are approximately 170 parking spaces along the north side of the corridor and 178 spaces along the south side, totaling 348 on-street spaces throughout the full corridor.

This data was processed and analyzed on a block-by-block basis to identify parking occupancy along the corridor during the peak weekday periods. During the midday peak, 69 of the 348 spaces were utilized, amounting to a corridor-wide parking occupancy of 20%. The evening peak saw a total occupancy of 9%. Because these occupancy rates represent the times of day with the fewest number of available spaces, it can be assumed that the existing parking supply is excessive for existing daily demand. The occupied areas were generally located within the mixed-use sections of the corridor.

Figure 17 below depicts the existing on-street parking regulations within the study area.



On-street parking demands are generally highest in the commercial centers along Main Street as well as Daemen University during class hours



Figure 17. Existing on-street parking regulations along the Main Street study area.

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EXISTING TRANSIT FACILITIES

Niagara/Frontier Transit Authority (NFTA) operates two bus routes along Main Street in Amherst. The #48-Williamsville route runs the entirety of the corridor study area while the #47-Wehrle route covers approximately two-thirds of the corridor before continuing south along Harlem Road. To support these routes, there are 28 bus stops within the study area, most of which are aligned as east-west pairs on the north and south sides of the corridor. Figure 18 to the right depicts a map of the routes while Figure 19 below illustrates the location of bus stops along the corridor and their average weekday usage. At present, there are currently no sheltered bus stops within the study area.



Figure 18. Active NFTA bus routes within the Main Street corridor study area.



Figure 19. NFTA bus stops within the Main Street corridor study area.

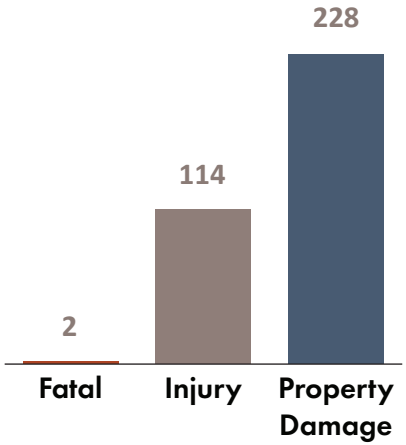
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VEHICLE CRASHES

To assess significant crashes along the corridor, the planning team acquired crash data from the NYSDOT Crash Location and Engineering Analysis Repository (CLEAR) system from the dates of August 1, 2020 to August 31, 2023. Overall, there were 344 recorded crashes during this time period. The crash rate for the corridor is 6.11 crashes per million vehicle miles which is the same as the NYSDOT average rate of 6.11 crashes per million vehicle miles.

Of these crashes, 228 (66.3%) involved property damage, 114 (33.1%) resulted in one or more injuries, and two (0.6%) resulted in fatalities (Figure 20). Eight crashes (2%) involved a pedestrian or bicyclist, of which one crash resulted in a serious injury. A summary of corridor crashes is shown in Figure 21 below.

Figure 20. Main Street vehicle crashes (Aug 1, 2020 - Aug 31, 2023).



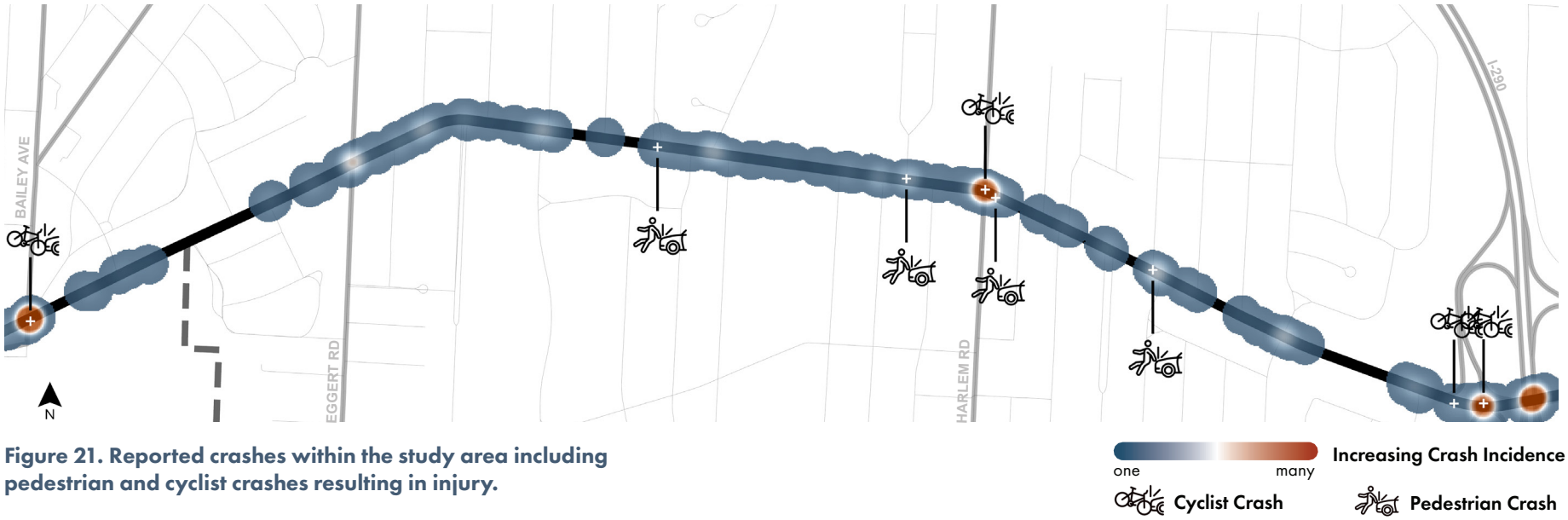


Figure 21. Reported crashes within the study area including pedestrian and cyclist crashes resulting in injury.

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PROPOSED DESIGN CONCEPTS

The Project Charter goals and objectives, combined with community input during the design workshop, informed proposed design concepts for Main Street. There is a desire to increase safety through design, beautify the corridor, and improve transit, walking, and biking conditions. The physical design conditions and land uses along the corridor vary, and there is a need to balance interests among many users, resulting in different design concepts that apply to different segments. Three basic frontage types have been established based on the existing character of the study area:

Mixed-use Frontage areas are located in the neighborhood center business districts of Eggertsville and Snyder. Historically, buildings were located at the street edge adjacent to sidewalks; the Traditional Infill zoning district that is applied in Snyder (and envisioned for Eggertsville as well) will shape new development in this traditional form. The greatest levels of walkability is needed here, and on-street parking is desired, to support shops and businesses.

Neighborhood Frontage areas are located between the centers. Buildings (generally, residential uses) are set behind deep setbacks, often containing trees and landscape. Existing on-street parking here is underutilized. The future street design should complement the neighborhood setting, and provide a comfortable environment to walk and bike.



MIXED-USE FRONTAGE



NEIGHBORHOOD FRONTAGE

A third **University Frontage** area is located in front of Daemen University and Amherst Central High School. Buildings here are set back, but on-street parking is highly utilized, calling for a hybrid design solution.

Figure 22 on the next page illustrates the general extent of each frontage type along Main Street.

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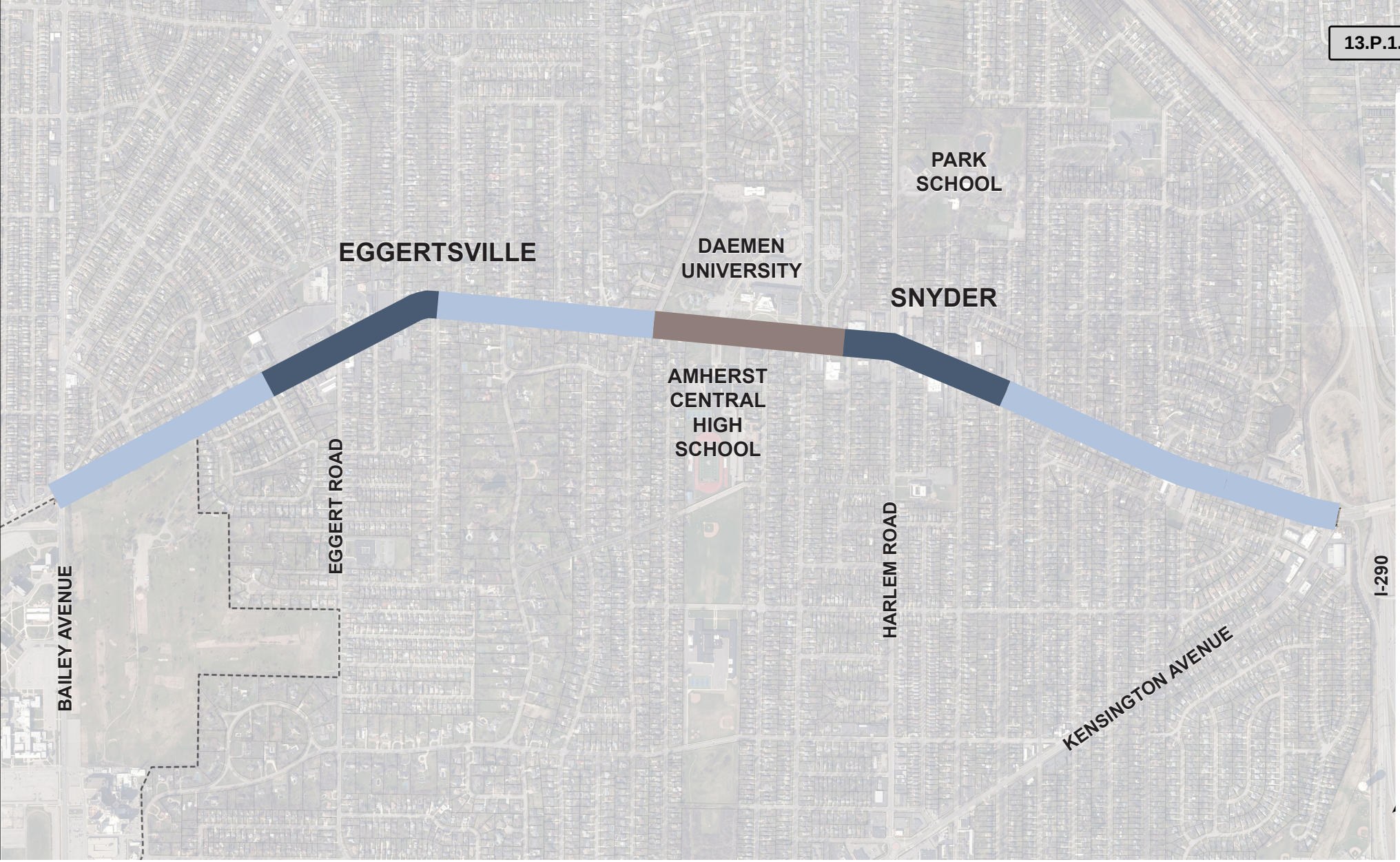


Figure 22. Frontage types identified along the Main Street corridor study area.

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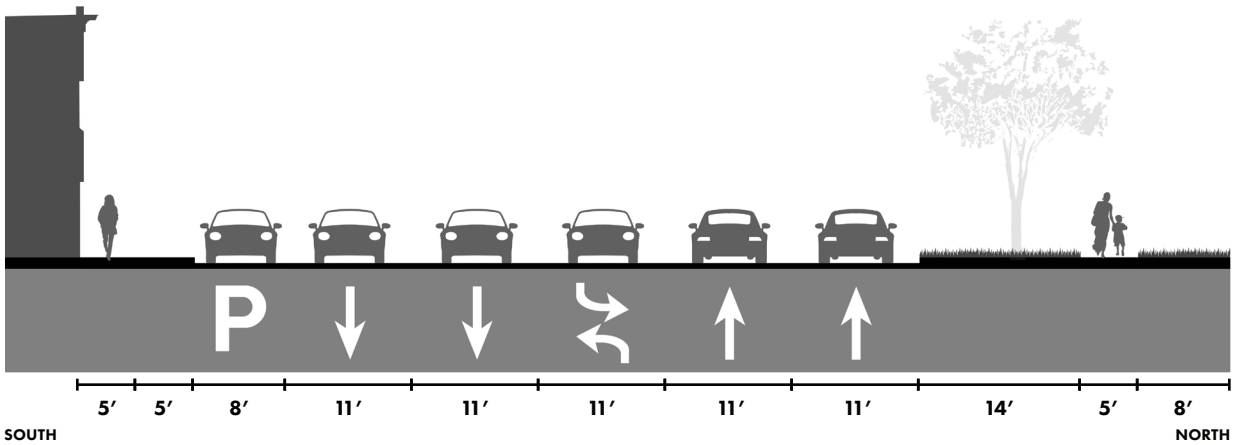
MIXED-USE FRONTAGE AREAS

In the neighborhood center business districts, safe and walkable sidewalks, opportunities for street trees, and on-street parking is prioritized. The proposed street cross section at the bottom of Figure 23 maintains the existing curb-to-curb width, but introduces a few key interventions. A 10' to 15' wide shared use path on the north side of the road provides a safe option for pedestrians and cyclists to navigate the corridor, separated from automobile traffic. Tree-lined medians replace the center turn lane where feasible to support beautification goals while also reducing conflict points.

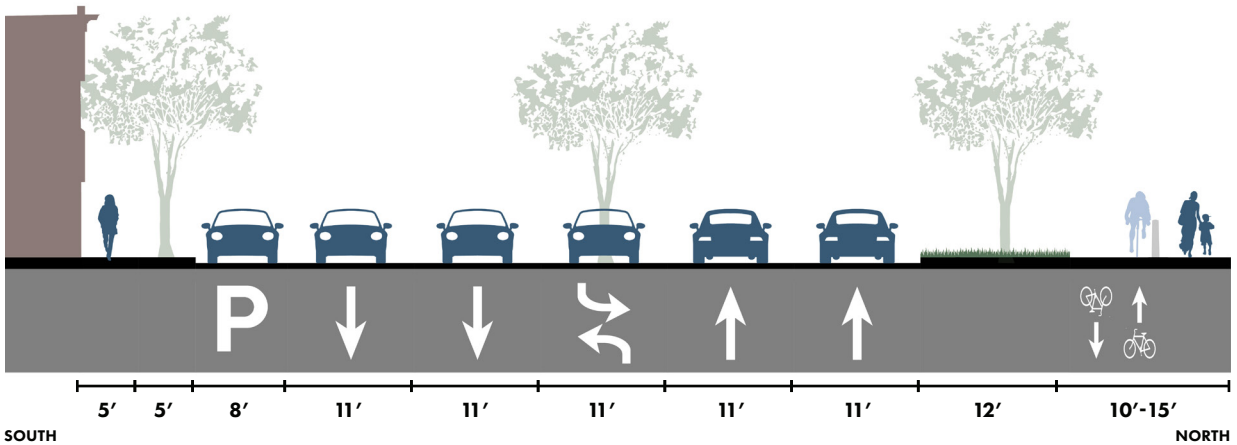
Right turn only lanes along the corridor have been evaluated, to assess potential to remove the extra lane and reduce the crossing distance, improving safety for pedestrians. One such location is at the Main Street/Harlem Road intersection (as visually rendered in Figure 24 shown on the next page).

Figure 23. Example mixed-use frontage cross section taken near the intersection of Eggert Road and Main Street with existing conditions (top) and proposed (bottom) illustrated.





EXISTING



MIXED-USE FRONTAGE WITH SHARED USE PATH

MIXED-USE FRONTAGE AREAS
DESIGN CONSIDERATIONS:

- Add shared use path on north side of right of way, separated from cars
- Include street trees in planting zone adjacent to sidewalk/path
- Include tree-lined medians, where feasible
- Look for opportunities to remove right turn lanes to shorten pedestrian crossings

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Figure 24. Visual rendering of the proposed mixed-use frontage street design at the intersection of Harlem Road and Main Street. Photo at top left depicts existing conditions.

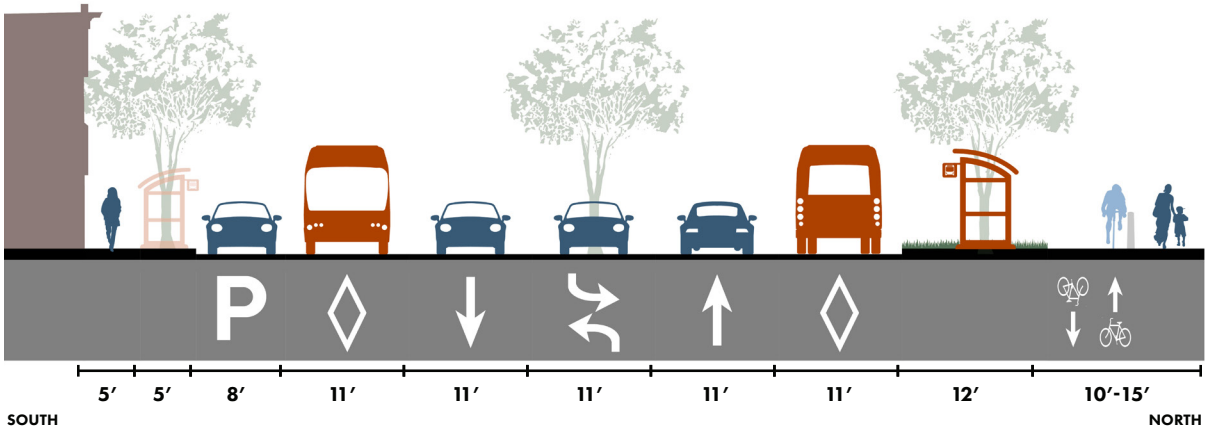
Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor



Figure 25. Visual rendering of the proposed mixed-use frontage street design at the intersection of Harlem Road and Main Street with dedicated transit lanes in both travel directions.

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Figure 26. Example cross section of the mixed-use frontage street section with dedicated transit lanes in both travel directions.



MIXED-USE FRONTAGE WITH TRANSIT LANES

MIXED-USE FRONTAGE AREAS
DESIGN CONSIDERATIONS:

- Over time, two vehicle lanes could be reallocated to transit-only lanes to increase transit efficiency and overall roadway capacity
- The dedicated transit lane should be evaluated to optimize corridor needs. This may include a shared bus and right turn lane or a shared bus and parking lane dependent on time of day
- With the conversion of a travel lane to a dedicated bus lane, signal infrastructure should be evaluated for upgrades including queue jumpers and transit signal priority (TSP)

TRANSIT AS A SOLUTION

Over the long term, the Town and NYSDOT should evaluate how Main Street's travel lanes are used to maximize efficiency. One solution to peak hour automobile congestion is to make it more convenient and preferable for some people to make some of their trips in other ways (walking, biking, or using transit). The proposed separated shared use path will help with this, particularly in summer months. Dedicated transit lanes could have an even larger impact, carrying many more people than single occupant vehicles to their destinations. Dedicated transit lanes make transit service faster, more reliable and efficient, increasing the appeal for riders. Transit shelters should be included to further enhance user experience; shelters can be added now at high demand stops, and space reserved for additional shelters to be provided with future transit upgrades. Planned transit enhancements in other nearby corridors, such as Bailey Avenue (bus rapid transit) and the Metro Expansion on Niagara Falls Boulevard (lightrail) will continue to increase access, making transit use more feasible and desirable to more nearby destinations.

Figure 25 shown on the previous page visualizes how the mixed-use frontage street design could evolve to integrate dedicated transit lanes. Figure 26 depicts a cross section of this same design option.

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NEIGHBORHOOD FRONTAGE

The existing parking shoulder in the neighborhood frontage areas is underutilized because residential properties in this area have private driveways. With no one parking in the dedicated lanes, the roadway seems wider than needed, in turn encouraging faster speeds. A better use of street space would be a xeriscape or hardscape median with trees that will beautify the corridor, slow speeds, and provide for snow storage space out of the roadway. In addition, a continuous protected facility for bikes and pedestrians is needed along the length of the corridor, illustrated as a shared use path on the north side of the road as shown in Figures 27 and 28. Street trees separate pedestrians and cyclists on the sidewalk and path from moving vehicles.

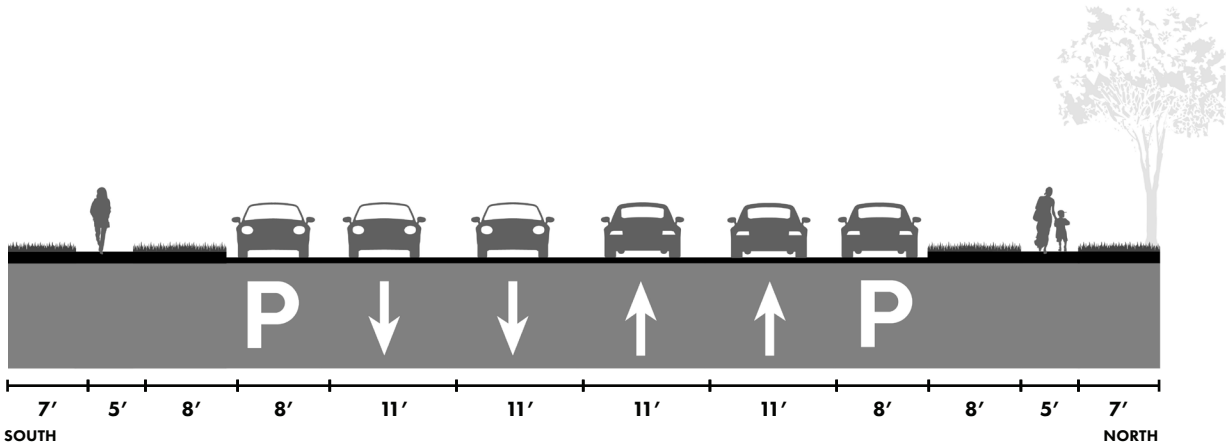
Public feedback indicated that recently-installed bump-outs at intersections along the eastern portion of the corridor are not effective. The proposed section eliminates the bump outs since on-street parking will not be provided in these frontage areas.

NEIGHBORHOOD FRONTAGE AREAS
DESIGN CONSIDERATIONS:

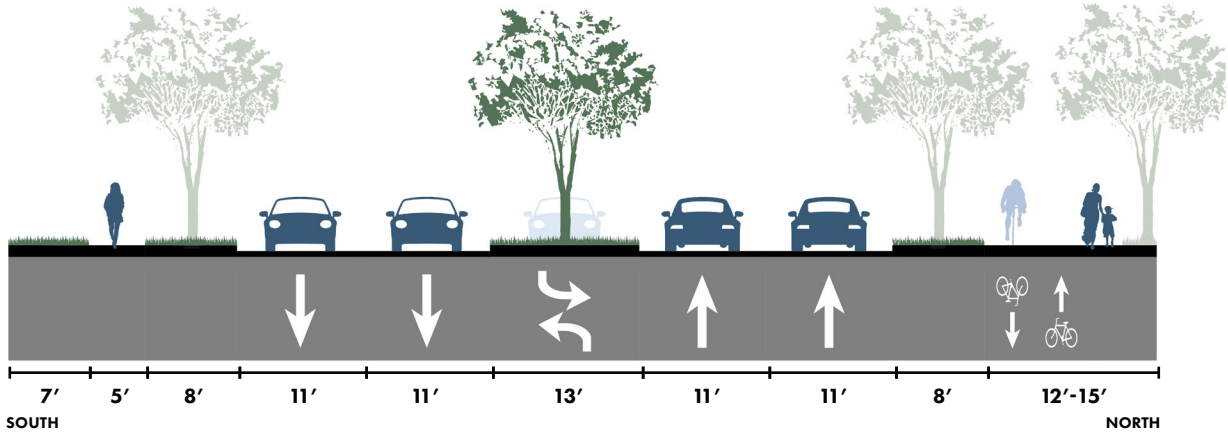
- Reuse underutilized on-street parking shoulders to create a tree-lined center median
- Continue shared use path on north side of right of way, separated from cars
- Introduce street trees to separate pedestrians and cyclists from moving cars
- Utility lines may need to be moved underground in this area

Figure 27. Example neighborhood frontage cross section taken just west of 4 Winds Way and Main Street with existing conditions (top) and proposed (bottom) illustrated.





EXISTING



NEIGHBORHOOD FRONTAGE WITH SHARED USE PATH

Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor



Figure 28. Visual rendering of the proposed neighborhood frontage street design along Main Street east of 4 Winds Way. Photo at top left depicts existing conditions.

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LANDSCAPE MEDIAN PLANTINGS & MAINTENANCE

Landscape medians have the ability to beautify the streetscape through plantings and tall tree canopies. In addition, street trees along the corridor help to reduce traffic speeds, serving as a visual cue where drivers inherently drive slower.

In proposing landscape medians as part of this project, one goal is to ensure the design can be feasibly maintained by the Town, accounting for the challenges posed by a major arterial roadway along with the degree of labor and equipment that may be required to keep the medians healthy and vibrant year-over-year.

Challenges associated with landscape medians in a 5-lane environment, include accessing amidst fast-moving traffic as well as limited space for workers to safely operate. Additionally, snow events and harsh winter environments can present other challenges with snow storage on medians leading to salt depositing into tree and plant beds.

The extent of maintenance required to support and control growth is highly dependent on the types of plants, shrubs, flowers, and trees planted and vegetative area required to be maintained.

In an effort to maximize safety and minimize the time and financial costs associated with maintenance equipment and services, it is recommended that the medians comprise of xeriscape ground level plantings (instead of grass) and/or street trees surrounded by hardscape surfaces. This recommendation is depicted in the renderings shown in this report.



Low maintenance landscape utilizing xeriscape plantings and street trees.

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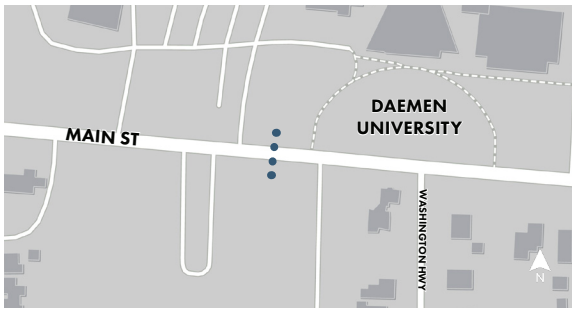
UNIVERSITY FRONTAGE

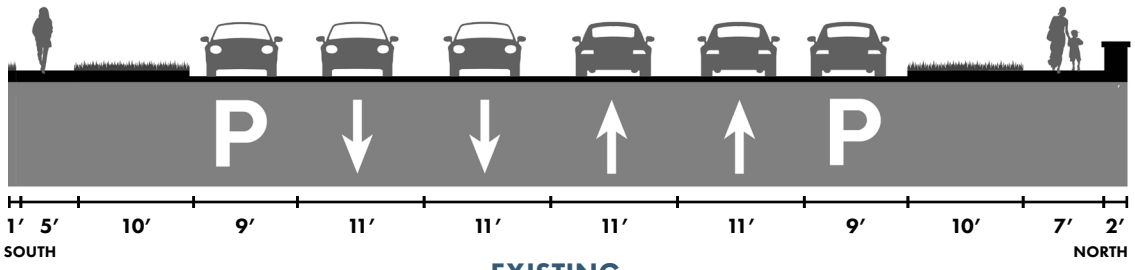
Existing conditions within the university frontage area is somewhat of a hybrid between the mixed use and neighborhood frontage areas. Most notably, the parking shoulder directly adjacent to the university is utilized for much of the day, peaking during the evening while the southbound parking shoulder remains generally underutilized. By eliminating the southern parking shoulder and not incorporating a center median, the northern parking can remain in place while also accommodating the continuous shared use path along the northern side of the corridor. In this scenario, the southern curb edge remains in place; recommendations include the addition of street trees to the north and south landscape zones to beautify the streetscape while also acting as a traffic calming measure and safety buffer between automobiles and micro-mobility users on the shared use path. Figure 29 right depicts the university frontage section.

UNIVERSITY FRONTAGE AREA
DESIGN CONSIDERATIONS:

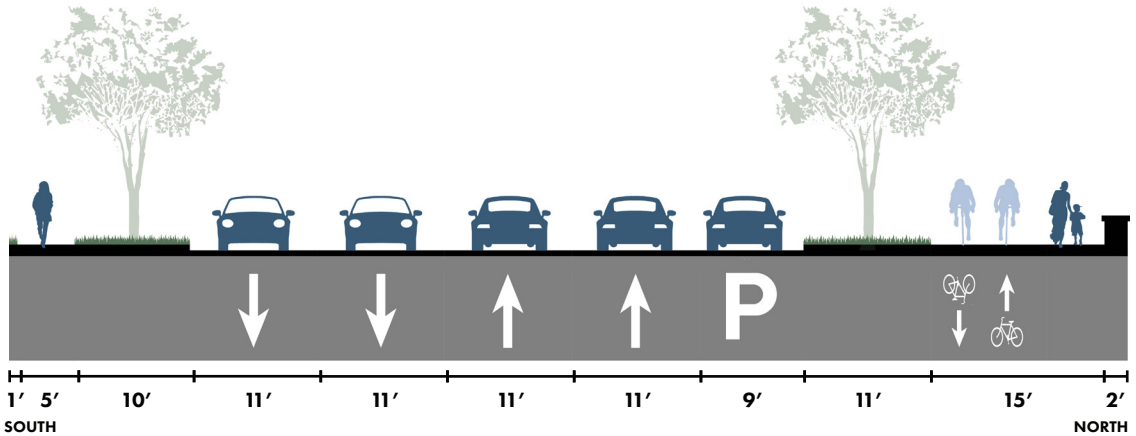
- Retain highly utilized university parking along northern curb edge
- Remove underutilized parking on south side of Main Street, and continue shared use path on the north side separated from cars
- Introduce street trees to separate pedestrians and cyclists from moving cars

Figure 29. Example university frontage cross section taken out front of Daemen University along Main Street with existing conditions (top) and proposed (bottom) illustrated.





EXISTING



UNIVERSITY FRONTAGE WITH SHARED USE PATH

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WHAT ABOUT A ROAD DIET?

Based on community input, the planning team also explored a potential road diet design concept wherein the number of travel lanes would be reduced from five to three. In this scenario, reclaimed street space is able to be repurposed for improved and dedicated cyclist and pedestrian infrastructure along with enhanced landscaping opportunities. There are many benefits associated with road diets, ranging from improved safety for pedestrians and cyclists to beautification through additional street trees and other landscaping, and overall speed reduction as a result of traffic calming from these elements.

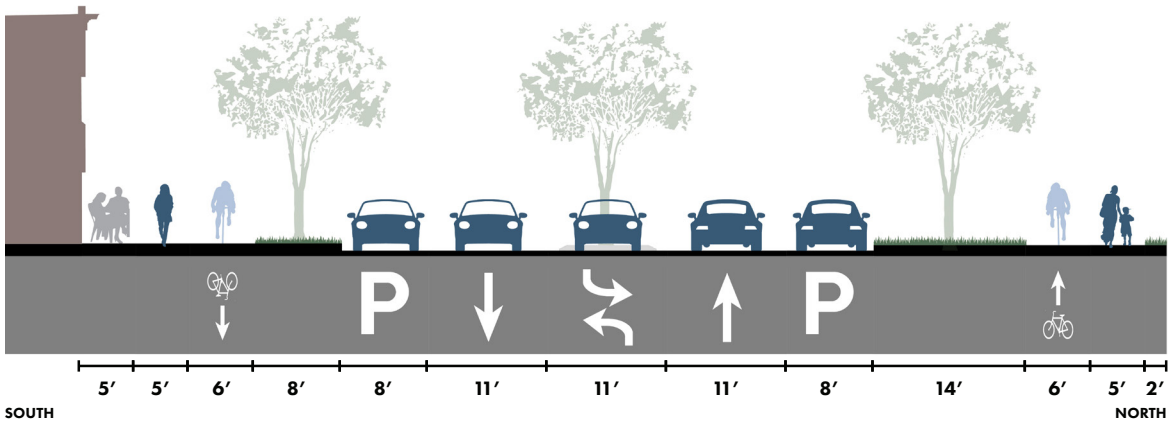
Although a road diet would best address several top community priorities for the redesign of Main Street, ultimately the 5-lane scenario was identified as a preferred option. Average Annual Daily Traffic counts were generally higher than 20,000, which is at or above the threshold of what the Federal Highway Administration (FHWA) deems a good candidate for a road diet. Additional traffic analysis also revealed that travel times along the corridor and vehicle queuing lengths could exceed general public tolerance levels. After a presentation of these considerations (and others described on the following pages), a greater number of community participants supported the 5-lane scenario.

Conceptual renderings and cross sections of the road diet scenario applied to the mixed-use and neighborhood frontage areas are shown in Figures 30 and 31.

Figure 30. Visual rendering (top) and cross-section (bottom) of a road diet within the mixed-use frontage area at Harlem Road and Main Street.



MIXED-USE FRONTAGE, ROAD DIET OPTION

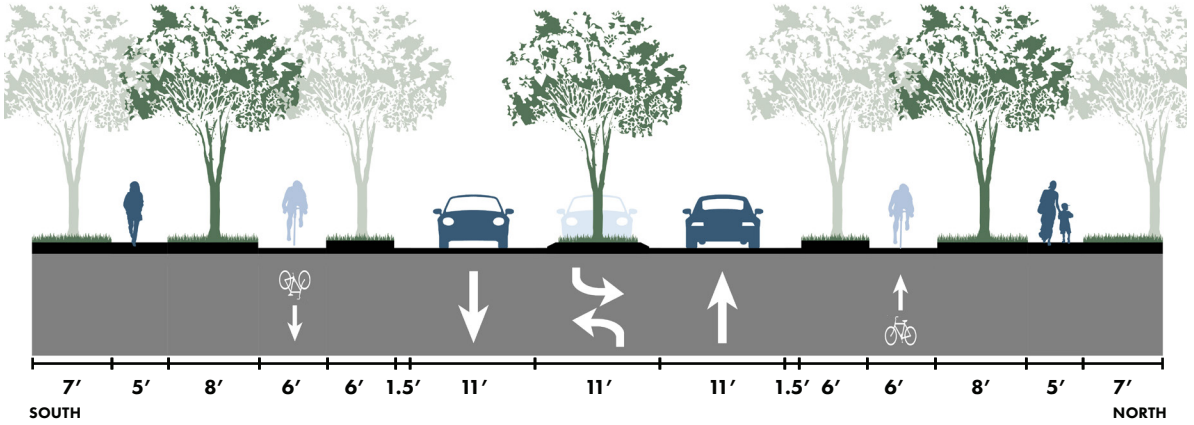


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Figure 31. Visual rendering (top) and cross-section (bottom) of a road diet within the neighborhood frontage area along Main Street west of 4 Winds Way.



NEIGHBORHOOD FRONTAGE, ROAD DIET OPTION



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COMPARING OPTIONS





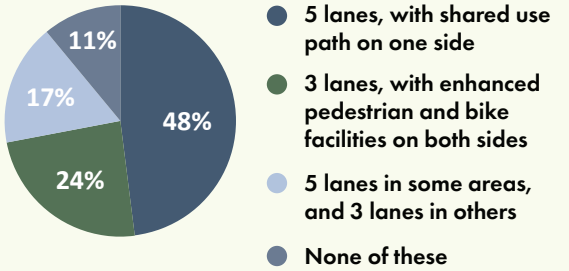
Renderings of the 5 Lane Option (with a shared use path on one side); see pages 20-25 for more information.

5 LANE OPTION (SHARED USE PATH ONE SIDE)

ADVANTAGES	DISADVANTAGES
• A shared use path provides space for pedestrians and cyclists	• Off-street bicycle facility only on one side of street and shared with pedestrians
• Street trees and shortened pedestrian crossings (where possible) beautify and improve safety	• Landscape medians may restrict driveway access, particularly in neighborhood character areas
• In mixed-use areas, on-street parking is provided where space permits	• Reduced on-street parking in neighborhood areas
• Traffic delay, queue length, travel time comparable to existing conditions	
• Landscape medians reduce vehicle turning conflicts	
• Supports potential for dedicated transit lane if desired in the future	
• Lower construction cost than 3-lane	

At the Community Update presentation, attendees were asked polling questions to better understand which of the scenarios presented were most desirable and if particular configurations worked better within specific character areas. The meeting video was then posted on the Town website, and an online survey gathered additional feedback. Figures 32 to 34 represents the combined feedback from the meeting and online survey:

Figure 32. Of the design options reviewed, the one closest to my vision for Main Street is:



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3 LANE OPTION ("ROAD DIET" WITH ENHANCED PEDESTRIAN/BIKE FACILITIES)

ADVANTAGES	DISADVANTAGES
• Separated, protected pedestrian and bicycle facilities on both sides of the street	• Vehicular travel time doubled during PM peak hour; increased transit travel time
• More street trees, significantly shortened pedestrian crossings enhance beauty and improve safety	• LOS worsens as a result of increased vehicle delay and extended queues likely not clearing the intersection
• In mixed-use areas, more on-street parking is provided	• Landscape medians may restrict driveway access, particularly in neighborhood character areas
• Decreased carbon emissions compared to 5-lanes	• Increased congestion during emergency vehicle response or stalled vehicle
• Landscape medians reduce vehicle turning conflicts; Crash reductions are likely for all modes	• Increased carbon emissions compared to 5-lanes

(See traffic analysis on the following pages for supporting information.)





Renderings of the 3 Lane Option (with enhanced pedestrian and bike facilities on both sides); see pages 28-29 for more information.

Figure 33. I think the best configuration for the MIXED-USE character area is:

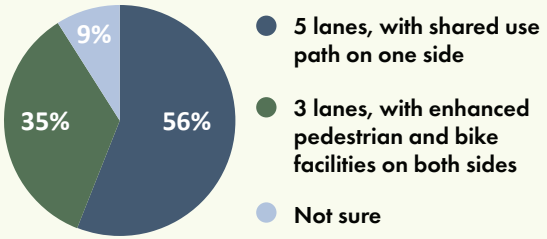
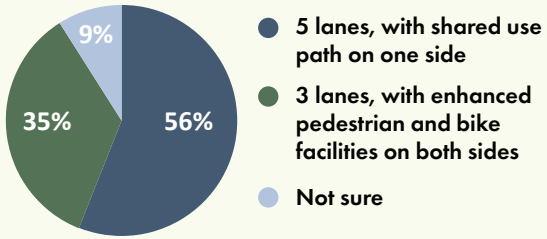


Figure 34. I think the best configuration for the NEIGHBORHOOD character area is:



FUTURE TRAFFIC VOLUMES AND CONDITIONS ANALYSIS

To evaluate the impact of redesigning Main Street on traffic operations along the corridor, traffic projections were prepared for an estimated year of completion (design year) plus 10 years. In accordance with NYSDOT standards, a design year of 2025 was selected and traffic operations were projected for ten years beyond the estimated time of completion (ETC+10) 2035. Historical traffic volume provided by NYSDOT indicates that traffic growth along the study corridor segment generally stayed consistent over the last several years. Based on consultation with the Town, it was determined that a number of approved and/or planned developments are located along or within proximity of Main Street and would increase traffic volumes in the study area. As such, a general background growth rate of 1.0 percent was applied annually to generate the 2035 ETC+10 Traffic Volumes.

TRAFFIC OPERATIONS

Intersection evaluations were made using the Synchro and SimTraffic Version 11 software, which automates the procedures outlined in the Highway Capacity Manual. NYSDOT provided the traffic signal timings and phasing details which were optimized for all study intersections and analysis scenarios to show the best operations possible for each cross-section layout. Traffic analysis was performed for the years of 2023 and 2035 during the weekday morning and weekday evening peak hours under two scenarios: a 3-lane cross section (road diet) and a 5-lane cross section (current configuration).

Table 3. Level of Service (LOS) descriptions.

LOS	VEHICLES	PEDESTRIANS/BIKES
A/B	Prioritizes vehicles; Low volumes and no delays	Not comfortable for pedestrians/bikes; May present an unsafe environment
C/D	Stable traffic flow with high density traffic nearing capacity	Provides a balance for all modal operations
E/F	Low vehicle speeds with considerable delay	Encourages alternate mode use; May present a safer environment

**In urban areas, NYSDOT considers LOS D acceptable, anything below (E/F) requires further analysis*

Figure 35. Level of Service (LOS) analysis locations.



Table 4. Level of Service (LOS) analysis results.

		AM PEAK HOUR			PM PEAK HOUR		
#	INTERSECTION	EXISTING	5-LANE	3-LANE	EXISTING	5-LANE	3-LANE
1	BAILEY AVE	C	C	C	D	C	D
2	EGGERT RD	C	C	F	C	C	F
3	GETZVILLE RD	B	B	E	B	B	E
4	BERRYMAN DR	B	A	E	B	A	E
5	CAMPUS DR	A	A	D	B	B	A
6	HARLEM RD	C	D	F	D	D	F
7	BERNHARDT CT	A	A	C	A	A	C
8	DARWIN DR	A	A	B	A	A	C
9	LAMARCK DR	A	C	B	A	B	A
10	KENSINGTON AVE	D	F	F	D	C	F

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Intersection Level of Service (LOS) is a letter grade (A-F) that relates traffic volumes to the physical characteristics of an intersection and is summarized in Table 3 on the previous page.

Under the road diet scenario and the 2023 existing traffic volumes, the study intersections would operate generally acceptably during both peak hours with the exception of the Eggert Road, Harlem Road, and Kensington Avenue intersections, which would include movements operating at LOS F. Specifically, the Main Street approaches and southbound approaches of Eggert Road and Harlem Road would be under capacity constraints with the 3-lane section. Additionally, the Bernhardt Drive/Chateau Terrace eastbound approach of Main Street would operate at LOS F just in the weekday evening peak hour.

Under the road diet scenario and the 2035 future traffic volumes, the movements and approaches named above would continue degrading. Additionally, Main Street approaches at the Getzville Road and Berryman Drive intersections would now operate at LOS F. It is evident from the analysis results that a 3-lane section along Main Street would not provide adequate capacity for the forecasted 2035 traffic volumes.

Figure 35 and Table 4 on the previous page provide a detailed LOS summary for traffic operations under the existing, 5-lane, and 3-lane reconfiguration scenarios for several key intersections within the study area.

It is noted that an increase in average travel delay is an expected outcome in road diet projects and may be deemed acceptable given the benefits to other road users. Based on this project's traffic analysis and general community opinion, this report does not ultimately recommend a road diet however the FHWA states that some agencies have had success with Road Diets at higher traffic volumes, but a feasibility study should be conducted for roadways with greater than 20,000 AADT, such as this study area section of Main Street.

TRAVEL TIME AND CARBON EMISSION ANALYSIS

Travel time and carbon emissions were generated using the Synchro and SimTraffic software modeling tools. Travel time represents the time it takes to traverse the study corridor, from Bailey Avenue to Kensington Avenue in either the eastbound or westbound directions. The carbon emission is an estimated amount of CO/CO2 produced by vehicles traversing the study corridor. Tables 5 and 6 below show the average travel time and average carbon emissions under existing conditions along with the 5-lane and 3-lane road diet future scenarios.

As illustrated in Table 5, the travel time would remain unchanged with the future 5-lane section and would increase by six to nine minutes with the potential 3-lane section. In addition, carbon emissions would increase by 10% with the future 5-lane section as compared to 60% with the future 3-lane section, as depicted in Table 6.

Table 5. Corridor travel time.

SEGMENT	EXISTING CONDITIONS	FUTURE CONDITIONS (5-LANE)	FUTURE CONDITIONS (3-LANE)
MAIN STREET EASTBOUND	7m 25s	7m 9s	16m 50s
MAIN STREEET WESTBOUND	6m 31s	6m 58s	12m 59s

Table 6. Corridor carbon emissions.

SEGMENT	EXISTING CONDITIONS	FUTURE CONDITIONS (5-LANE)	FUTURE CONDITIONS (3-LANE)
MAIN STREET	21.0 kg	23.5 kg	38.0 kg

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ADDITIONAL CONSIDERATIONS

IMPLEMENTATION DETAILS

The following are recommendations to inform next steps, and future, detailed street improvement plans.

PRESERVATION OF EXISTING TREES

Healthy, mature trees should be preserved. Page 36 illustrates several ways the design of the proposed shared use path can be adjusted to accommodate existing trees (see *How Can the Concept Plan be Refined?* for more information.)

SPEED REDUCTION

With the planned addition of pedestrians and cyclists on the corridor, speed reduction is a critical safety measure. The Town should work with NYSDOT to complete a speed study to reduce the speed limit from 40 mph to 35 mph. The current 85th percentile speed of the corridor is 44 mph.

SIGNAGE

Corridor improvements should include sign consolidation in conformance with the Manual on Uniform Traffic Control Devices (MUTCD) 11th edition. Sign spacing for regulatory and warning signs should be maximized; guide signs consolidated, and where possible, other signs eliminated. Other signs include general information signs, recreation and cultural interest area signs. The roadway design should consider sign clutter compared to necessary regulations when evaluating needed signage, particularly in areas where parking will be eliminated, and should prioritize pedestrian and bicycle crossing signage.

PARKING

The typical street cross sections seek to include on-street parking where it is most needed – such as in mixed-use areas and in front of Daemen University – and eliminate underutilized on-street parking in the neighborhood areas. The corridor-wide Concept Plan details this further, adding in on-street parking in neighborhood areas where the analysis found it was utilized (such as near churches and commercial uses). As shown on page 37, this could be further refined during implementation to maximize on-street parking where it is most critical.

Despite the priority to maintain or increase on-street parking in mixed-use areas, there are remaining concerns about having an adequate parking supply to support further investment and development in mixed-use centers. To address this concern, the Town and property owners should explore additional solutions, which may include formalizing/permitting on-street parking on some side streets, and seeking shared parking solutions that take advantage of underutilized lots and/or building uses with varying parking demands at different times of the day. During the workshop, several participants suggested a trolley be re-instituted on the corridor to alleviate parking demands, particularly on weekends or for special events. The addition of safer, enhanced walking and biking infrastructure on the corridor should also alleviate some parking demand.

TRANSIT SHELTERS

Bus shelters offer protection from weather and a visible, maintained space to wait. This will improve the users experience and also attract new users, which will aid in reducing roadway congestion. Dedicated bus shelters are recommended at high demand stops along the corridor. NFTA has a bus shelter program and can work with the Town to determine the preferred stop, location, and site requirements to install a shelter. In the proposed design, the width of the landscaped maintenance strip on the north side of the street generally provides adequate space for a bus shelter, while the south side would need to be further studied. An additional design consideration is that NFTA prefers a curb-side bus stop for passengers to board and alight; pull-off areas are not preferred.

CORRIDOR-WIDE CONCEPT PLAN

The conceptual street plan (at the end of this document) applies the preferred typical section to the full length of the corridor. It identifies intersections where turn lanes could be removed, where crosswalks can be reconfigured or added, and where a center median could be located. It begins to contemplate where refinements to the typical section may be needed to adapt to existing conditions. This layout should provide the foundation for future improvement plans, to be refined with detailed survey information in future design phases (see Page 36 for more information).

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FREQUENTLY ASKED QUESTIONS

The planning team received valuable feedback and input from community members and stakeholders during the workshop, open design studio hours, and through virtual meetings. Following are some of the common questions that were raised.

HOW DOES THE PROPOSED 5-LANE SCENARIO IMPACT DRIVER TRAVEL TIME AND QUEUING AT KEY INTERSECTIONS?

The proposed five-lane section is generally similar to the existing 4 to 5-lane section. Therefore, capacity, delay, and queues will generally remain the same. See pages 32-33 for a detailed comparison.

HOW INVOLVED HAS NYSDOT BEEN IN THIS PLANNING PROCESS?

NYSDOT was one of the stakeholders involved during the design charrette process in January 2024, and has been part of ongoing discussions throughout the project. The typical cross sections were established in conformance with the NYSDOT design guidelines for a urban principal arterial. NYSDOT is supportive of the five-lane section and is open to reviewing a speed limit reduction study for the corridor limits. NYSDOT will continue to maintain the roadway, but the proposed median and shared use path would be maintained by the Town.

HOW WILL THE PATH AND LANDSCAPE MEDIANS BE MAINTAINED?

In contrast to existing sidewalk maintenance, which is generally the responsibility of the property owner, the shared use path is wider and requires additional consideration. The creation of a special district wherein property owners within a specific proximity of the path pay a small amount towards the annual maintenance of the path in addition to incidental snow events could be explored. This tax could be levied as a small portion of the property owners annual tax bill.

Maintenance of the landscape medians is anticipated to be the responsibility of the Town, as is the case on other median streets. The use of xeriscape ground level plantings (instead of grass) and/or street trees surrounded by hardscape surfaces, as shown in renderings, will reduce maintenance demands.

As the Town contemplates including shared use paths and landscaped medians on this corridor and others to improve connectivity and quality of life, investments in right-sized equipment that will make plowing and other maintenance easier can be explored.

WHAT ABOUT UTILITY/POWER LINES?

Ideally, power lines could be located underground as part of the street design upgrade that is being contemplated – making the area more resilient to future storms as well as increasing corridor aesthetics and allowing for the planting of more street trees. This is an added expense that would need to be included as part of project funding. If not feasible, it may be possible to underground wires in select areas based on geometric constraints or high-pedestrian volume such as the commercial centers. Last, a strategy for relocating utility poles and/or coordinating pole location with the shared use path could be undertaken as part of final design if moving underground is found to be unfeasible.

WHAT THOUGHT HAS BEEN GIVEN TO THE POTENTIAL RECONFIGURATION OF THE I-290 ON- AND OFF-RAMPS?

It is the team's understanding that NYSDOT is considering improvements to the I-90 interchange and the I-290 interchange at Main Street. They are currently progressing a concept layout of the I-290 southbound on/off ramps at Main Street which is within this project's study area. The project currently terminates at the Kensington Avenue intersection in anticipation of this project in the future. The Town should be involved in the planning stages of the roadway improvements to ensure connectivity between the shared use path and destinations to the east such as the Village of Williamsville, parks, and trails to the northeast. Anticipated improvements to this area is an opportunity to provide better pedestrian and bike connectivity where there is currently a barrier.

HOW CAN THE CONCEPT PLAN BE REFINED?

The conceptual street plan (at the end of this document) applies the preferred five-lane street section to the corridor, using available GIS and aerial base mapping. This plan focuses on known constraints such as right-of-way width, cross-streets, land use, and traffic to determine where modifications are needed in the typical section. The multi-use path is intended to be 15′ wide but when applied to the corridor, narrows down to 10′ in some areas, particularly in the eastern neighborhood frontage. The plan identifies areas where the 11′ wide center landscaped median could be constructed or where traffic conditions warrant a two-way-left-turn or dedicated left-turn lane. The plan addresses and locates pedestrian crossing treatments such as crosswalks, ramps, or extended median buffers. On-street parking also may vary from the typical section in areas with higher demand such as schools, churches, or adjacent to storefront entrances.

As a next step, a detailed survey of existing conditions along the corridor can be completed, and the conceptual design then refined and adapted further to respond to existing conditions. For example, the presence of existing healthy, mature trees, which should be preserved wherever possible, or locations where utilities cannot be relocated/moved underground, may impact the exact width and layout of the path. Or, additional on-street parking may be provided where that is the priority. Figures 36 and 37 on the next two pages show examples of potential refinements.



Figure 36. Refinement of the shared use path to accommodate existing trees:

Top: Where there are no existing trees, the typical cross section design is applied (and new trees planted). Middle: Shared use path narrowed to accommodate existing mature tree at the street edge. Bottom: Path split to accommodate existing mature tree in center of path alignment.

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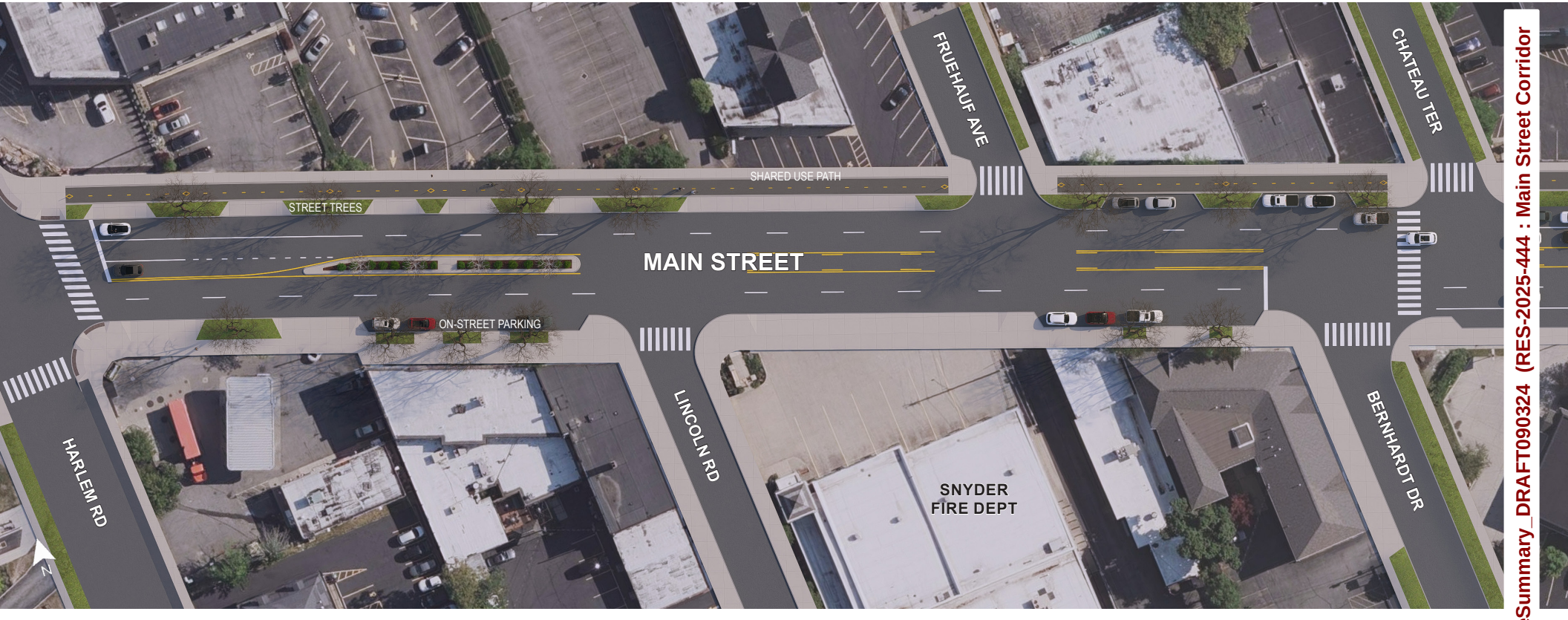


Figure 37. Plan view rendering of the area near Main Street and Harlem Road, depicting how the proposed typical cross section can be adapted to fit existing context.

In this example, on-street parking is prioritized in front of street-oriented main street buildings on the south side of the street, where it will be most utilized. On the north side, additional on-street parking can be accommodated by utilizing portions of the planting zone (alternating parking and tree planting areas), to accommodate parking on both sides of the street in some areas. Bollards along the shared use path protect cyclists and pedestrians by restricting vehicle access. In the mixed use sections of the corridor, such as above, there are frequent curb cuts and wide driveways to open parking areas. It is recommended that the State and the Town work together with property owners on access management strategies to help consolidate driveways and mitigate the effects of the median while providing additional opportunities for landscaping and on-street parking.

Also illustrated, the Snyder Fire Station requires full access in both directions and as a result there is no center landscape median in front of the station allowing a clear path for emergency vehicles to exit and enter.

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NEXT STEPS

The Amherst Main Street Corridor Plan initiative is a first step towards realizing the goals of the project charter and implementing change in the study area. This report communicates the needs and desires of the local community and its stakeholders; analyzes existing and projected traffic patterns; and proposes recommendations on how community aspirations can be integrated into a corridor redesign.

The Town should accept or formally acknowledge the findings of this Planning Study as a first step to pursue funding and ultimately to implement the recommendations of this study. The Town will need to work with the Greater Buffalo-Niagara Regional Transportation Council (GBNRTC) and NYSDOT to get the projects on the local and Statewide Transportation Improvement Program (TIP) and align on a timeline of next steps. This timeline is likely to include further, detailed analysis, including a speed study. Detailed design and construction drawings will need to be prepared based on the plan concepts in this report, following a survey and mapping of existing right-of-way conditions.

Prior to any construction beginning, the Town and State will also work together to explore and apply for available state and federal grant funding opportunities. Following is a description of potential Federal, State and Local funding sources.

FEDERAL

TIP – The Transportation Improvement Program (TIP) is a five-year capital improvement program that allocates federal highway funds to surface transportation projects that have been selected through the Transportation Council's planning process. The Transportation Council updates the TIP every two years to maintain a current list of projects. Below are several federal funding sources typically found on the TIP:

- HSIP – Highway Safety Improvement Program funding is for projects designed to achieve significant reductions in traffic fatalities and serious injuries on all public roads.
- NHPP – National Highway Performance Program funding for projects that support progress toward achievement of national performance goals for improving infrastructure condition, safety, mobility on National Highway System (NHS) roadways. Main Street is an NHS roadway, and is therefore eligible for NHPP funding. NHPP eligible activities include roadway reconstruction, resurfacing, operational improvements (including traffic signal upgrades), safety improvements, and bicycle and pedestrian facilities.
- TA – Transportation Alternatives funding is a set-aside of funds under the Surface Transportation Block Grant (STGB) Program for on and off-road pedestrian and bicycle facilities, non-driver access to public transportation, and safe routes to schools. States have flexibility in how the TA program is administered and the New York State program is run through the state level TAP office.
- STBGP – Surface Transportation Block Grant Program funding provides flexible funding that may be used by states and localities for projects to preserve and improve the conditions and performance on any Federal-aid highway or bridge on any public road, pedestrian and bicycle infrastructure, operational improvements, and transit capital projects.

STATE

- State Dedicated Funds – Programmed at the discretion of the NYSDOT.
- CFA/REDC – The Consolidated Funding Application is an efficient, streamlined tool to apply for State economic development funds. The application examines funding for transportation infrastructure from multiple State sources including NYSDOT.

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- CHIPS – The Consolidated Local Street and Highway Improvement Program provides State funds to municipalities to support the construction and repair of highways on the State highway system. To be eligible for CHIPS funding, the project must be undertaken by a municipality (i.e. Town of Amherst), be for a highway-related purpose, and have a service life of 10 years or more.

LOCAL

- Federal transportation programs typically require a 20% local match. The Town should plan to cover a portion of the project's cost through their general fund or bonding.



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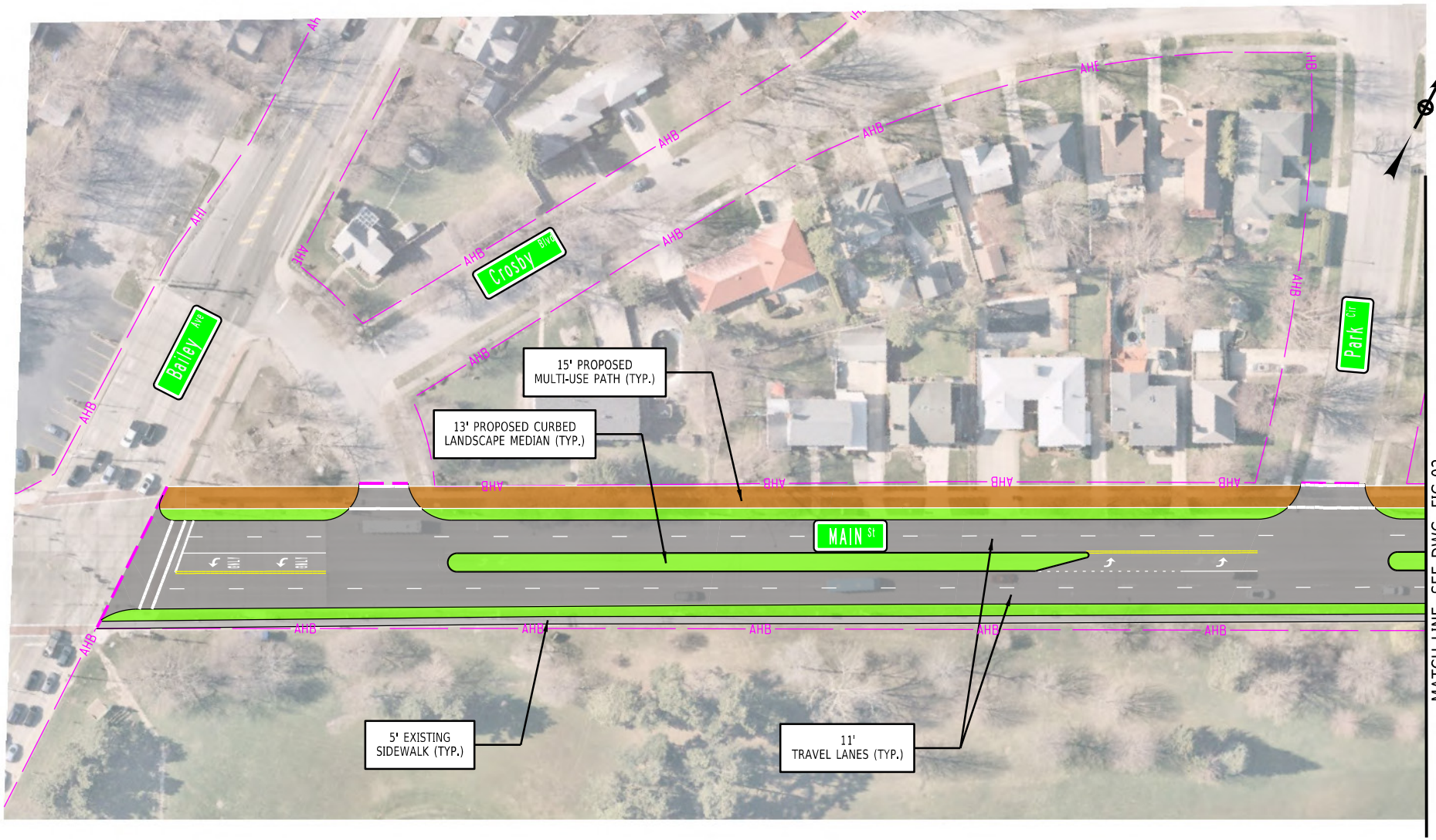
DOVER, KOHL & PARTNERS
town planning

APPENDIX

CONCEPTUAL PLANS FOR MAIN STREET STUDY AREA

Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor

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LEGEND

- PROPOSED ROADWAY
- PROPOSED MULTI-USE PATH
- UTILITY STRIP/LANDSCAPE MEDIAN
- EXISTING SIDEWALK

NOTE:

1. THE WIDTH OF THE MULTI-USE PATH WILL VARY BASED ON SITE FACTORS. THIS WILL BE EVALUATED DURING DESIGN. SEE PAGE 36 IN EXECUTIVE SUMMARY FOR MORE DETAILS.

50 0 50 100 150 200'

1" = 100'

AMHERST - MAIN ST. CORRIDOR PLAN

MAIN STREET
TOWN OF AMHERST
ERIE COUNTY, NEW YORK

Creighton Manning

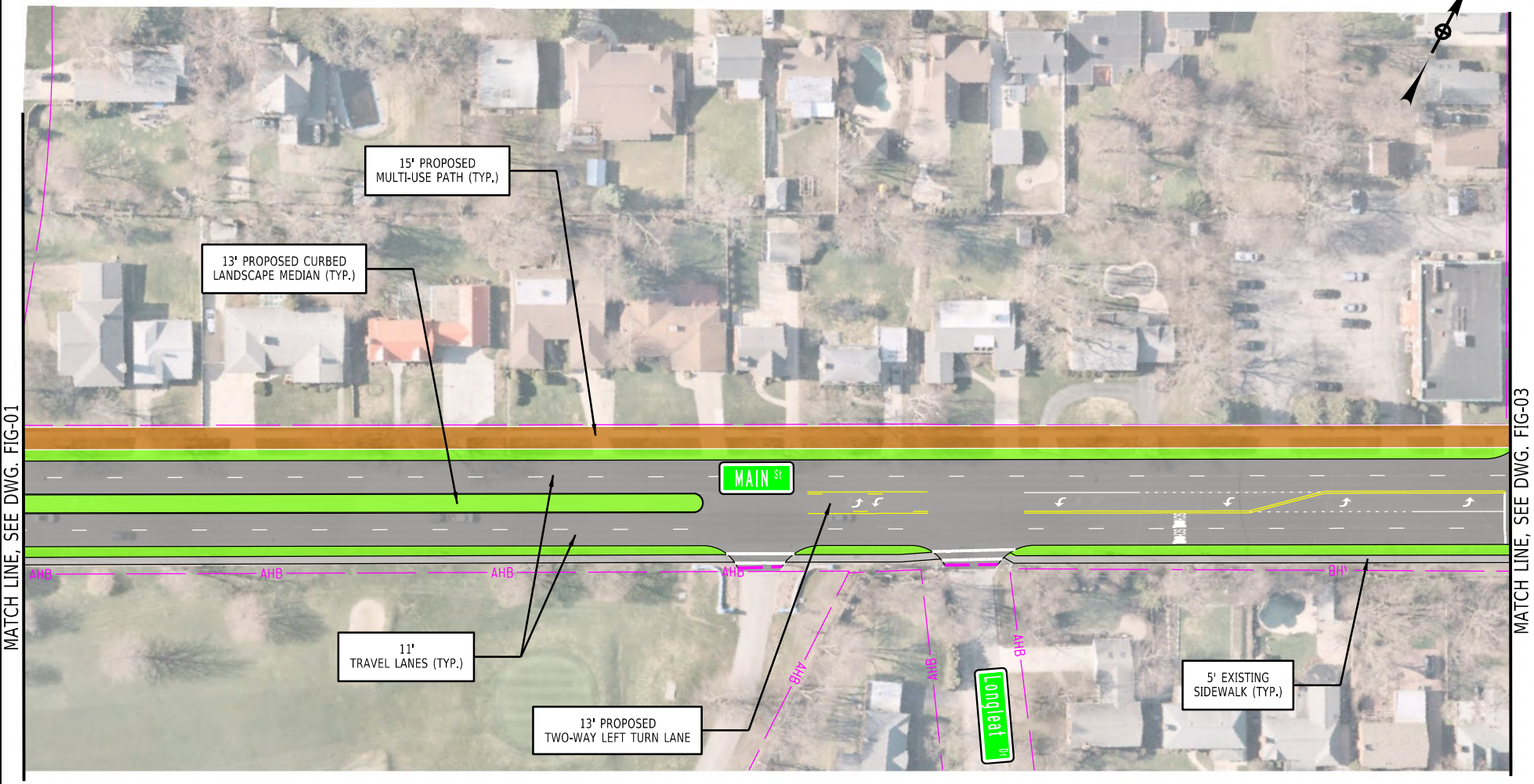
PROJECT: 123-063.01 DATE: 08/202

APPENDIX: CORRIDOR CONCEPT PLAN

Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor

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LEGEND

- PROPOSED ROADWAY
- PROPOSED MULTI-USE PATH
- UTILITY STRIP/LANDSCAPE MEDIAN
- EXISTING SIDEWALK

NOTE:

1. THE WIDTH OF THE MULTI-USE PATH WILL VARY BASED ON SITE FACTORS. THIS WILL BE EVALUATED DURING DESIGN. SEE PAGE 36 IN EXECUTIVE SUMMARY FOR MORE DETAILS.

50 0 50 100 150 200'

1" = 100'

AMHERST - MAIN ST. CORRIDOR PLAN

MAIN STREET
TOWN OF AMHERST
ERIE COUNTY, NEW YORK

Creighton Manning

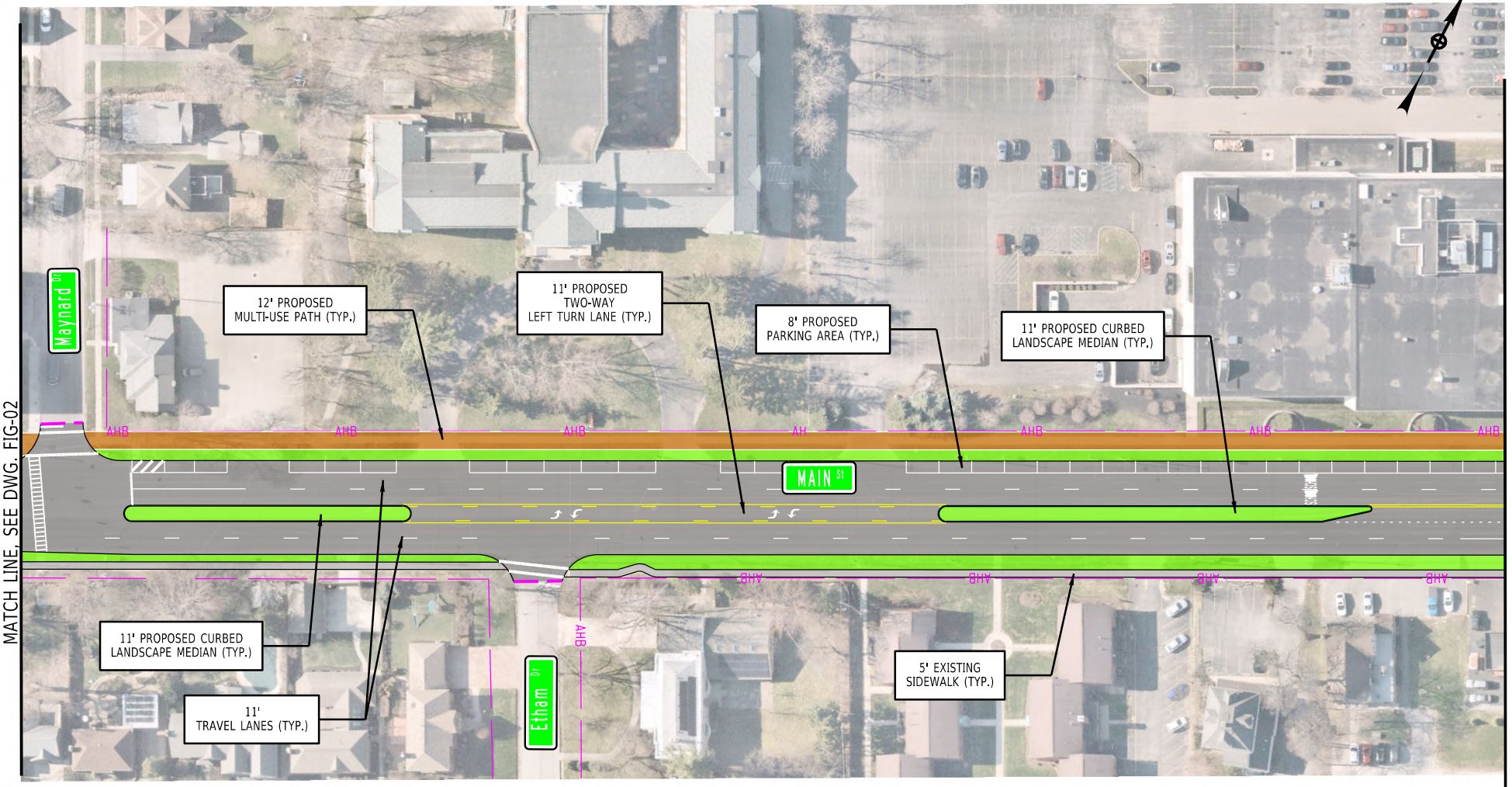
PROJECT: 123-063.01 DATE: 08/2024

Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor

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APPENDIX: CORRIDOR CONCEPT PLAN
MATCH LINE, SEE DWG. FIG-02



LEGEND

- PROPOSED ROADWAY
- PROPOSED MULTI-USE PATH
- UTILITY STRIP/LANDSCAPE MEDIAN
- EXISTING SIDEWALK

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AMHERST - MAIN ST. CORRIDOR PLAN

MAIN STREET
TOWN OF AMHERST
ERIE COUNTY, NEW YORK

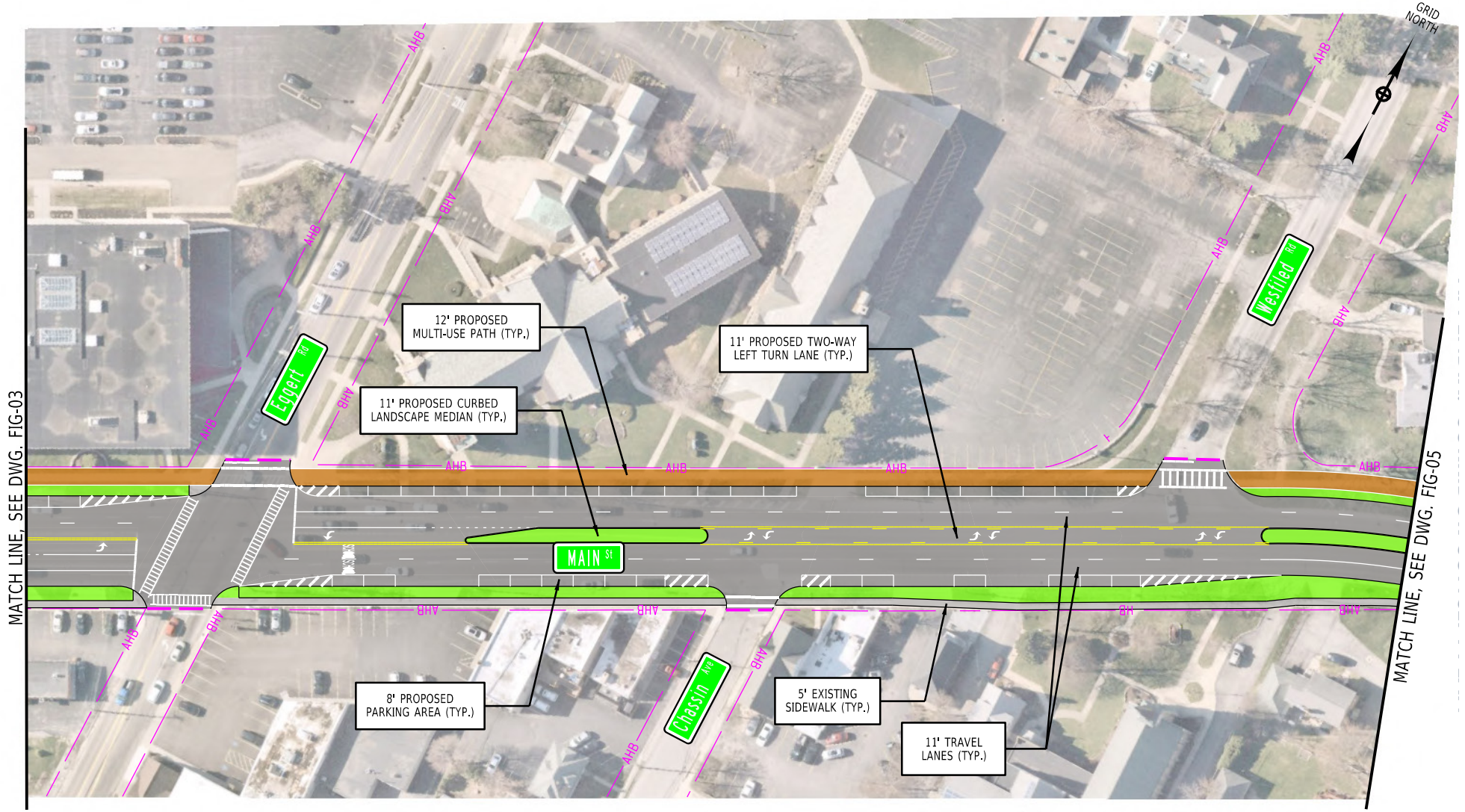
Creighton Manning

PROJECT: 123-063.01 DATE: 08/202

Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor

EGGERT RD TO WESTFIELD RD

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LEGEND

- PROPOSED ROADWAY
- PROPOSED MULTI-USE PATH
- UTILITY STRIP/LANDSCAPE MEDIAN
- EXISTING SIDEWALK

NOTE:

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AMHERST - MAIN ST. CORRIDOR PLAN

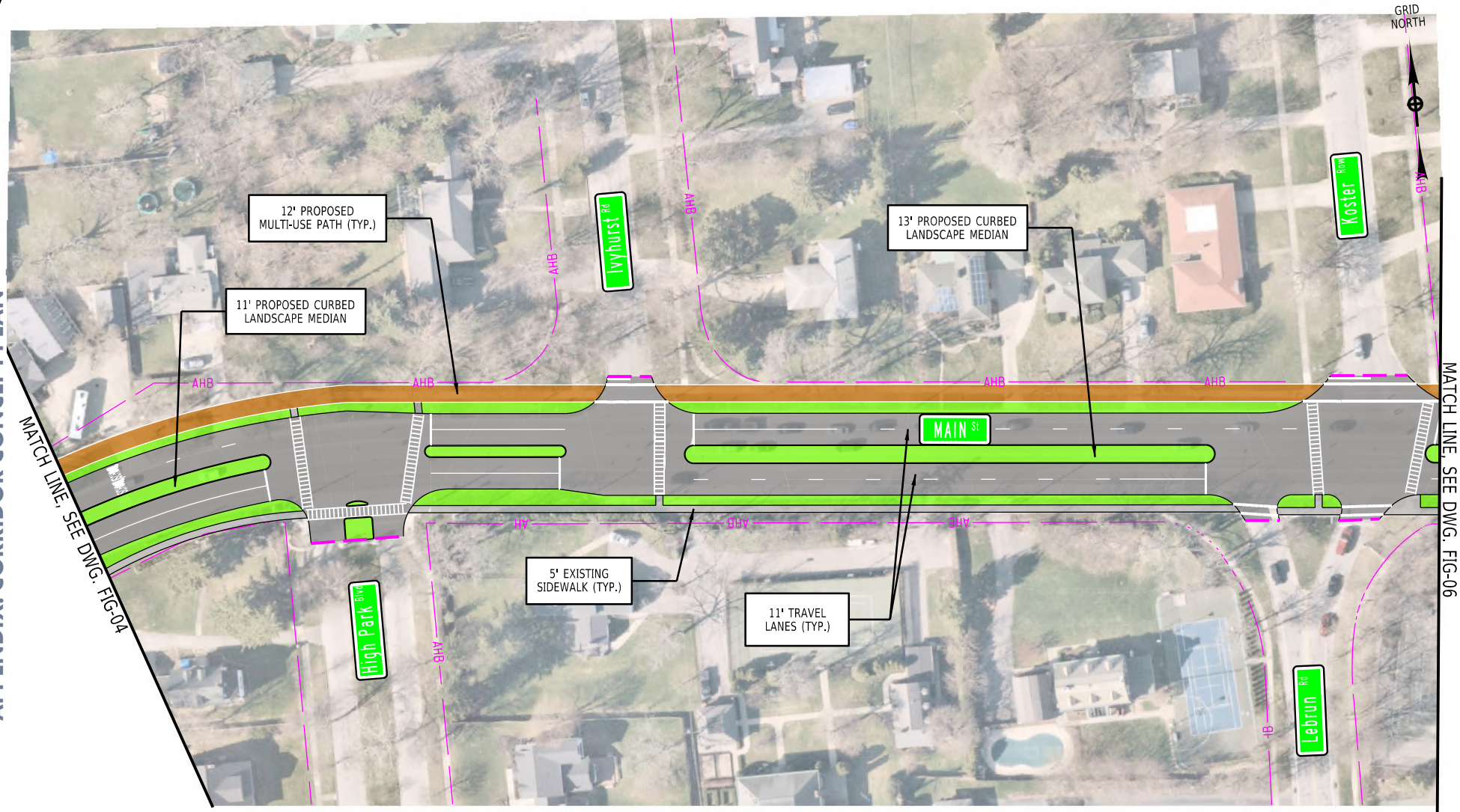
MAIN STREET
TOWN OF AMHERST
ERIE COUNTY, NEW YORK

Creighton Manning

PROJECT: 123-063.01 DATE: 08/2024

Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor

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APPENDIX: CORRIDOR CONCEPT PLAN

LEGEND

- PROPOSED ROADWAY
- PROPOSED MULTI-USE PATH
- UTILITY STRIP/LANDSCAPE MEDIAN
- EXISTING SIDEWALK

NOTE:

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AMHERST - MAIN ST. CORRIDOR PLAN

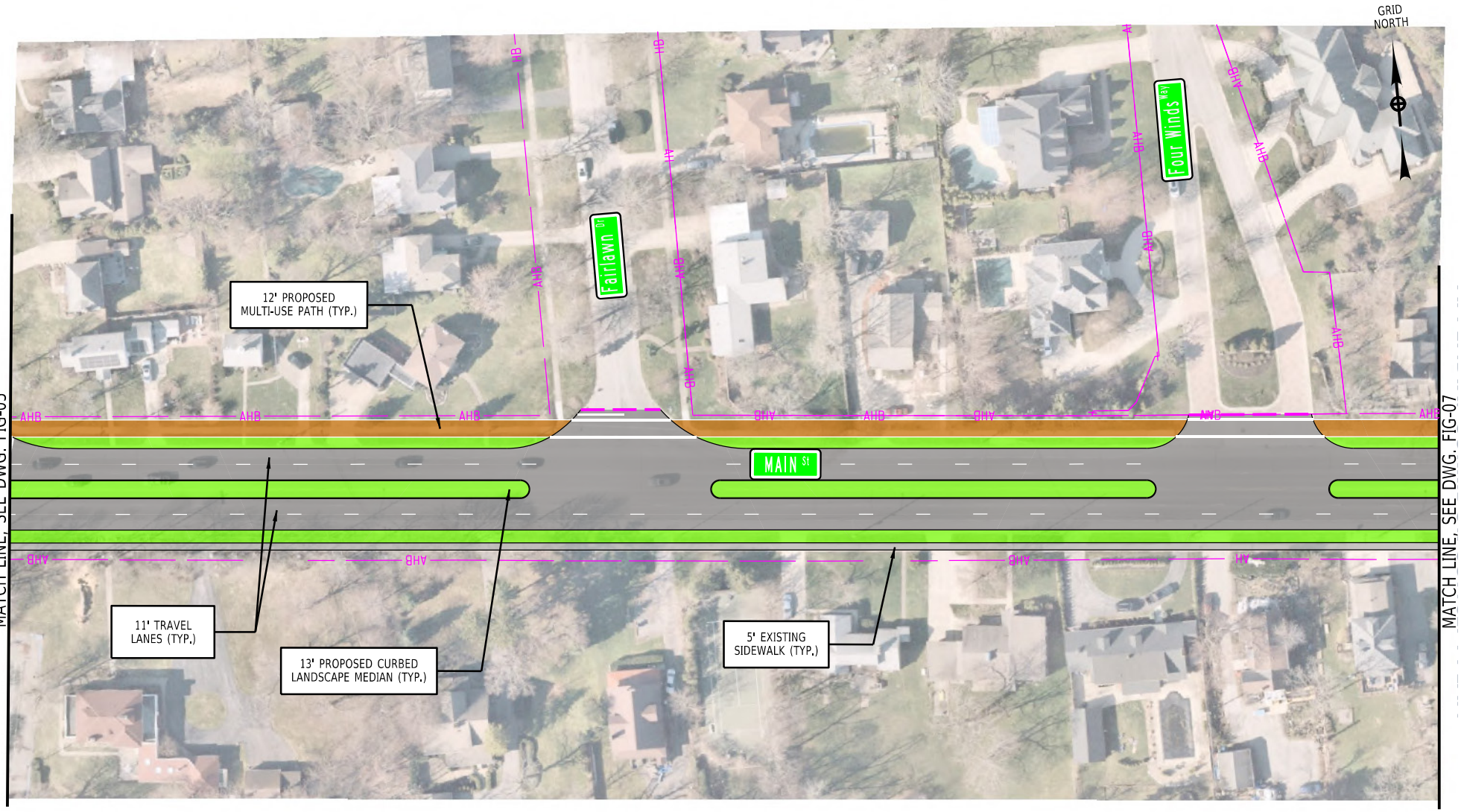
MAIN STREET
TOWN OF AMHERST
ERIE COUNTY, NEW YORK

Creighton Manning

PROJECT: 123-063.01 DATE: 08/202

Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor

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LEGEND

- PROPOSED ROADWAY
- PROPOSED MULTI-USE PATH
- UTILITY STRIP/LANDSCAPE MEDIAN
- EXISTING SIDEWALK

NOTE:

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AMHERST - MAIN ST. CORRIDOR PLAN

MAIN STREET
TOWN OF AMHERST
ERIE COUNTY, NEW YORK

Creighton Manning

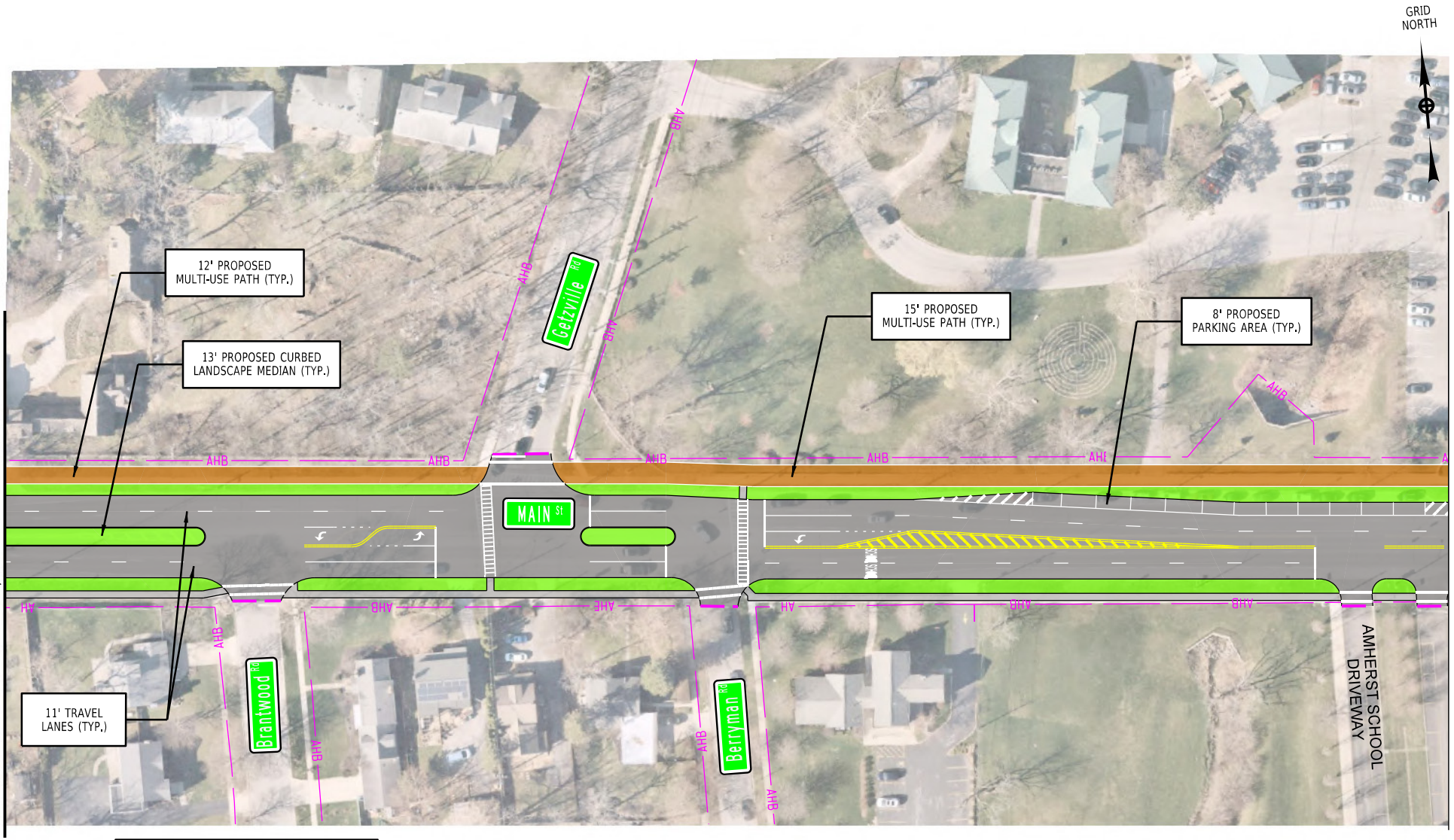
PROJECT: 123-063.01 DATE: 08/2024

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APPENDIX: CORRIDOR CONCEPT PLAN
MATCH LINE, SEE DWG. FIG-06



LEGEND

- PROPOSED ROADWAY
- PROPOSED MULTI-USE PATH
- UTILITY STRIP/LANDSCAPE MEDIAN
- EXISTING SIDEWALK

NOTE:

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AMHERST - MAIN ST. CORRIDOR PLAN

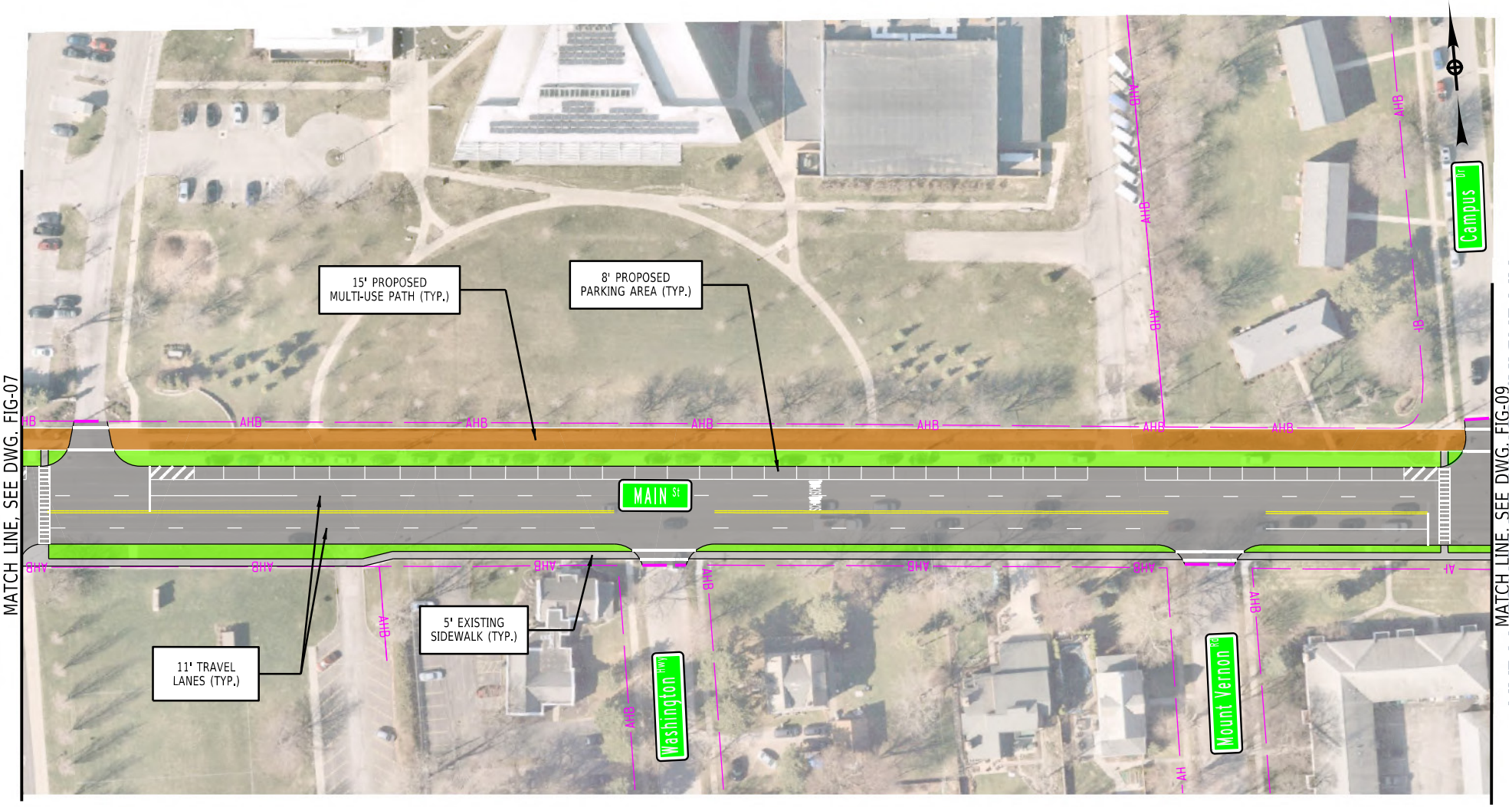
MAIN STREET
TOWN OF AMHERST
ERIE COUNTY, NEW YORK

Creighton Manning

PROJECT: 123-063.01 DATE: 08/202

Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor

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LEGEND

- PROPOSED ROADWAY
- PROPOSED MULTI-USE PATH
- UTILITY STRIP/LANDSCAPE MEDIAN
- EXISTING SIDEWALK

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AMHERST - MAIN ST. CORRIDOR PLAN

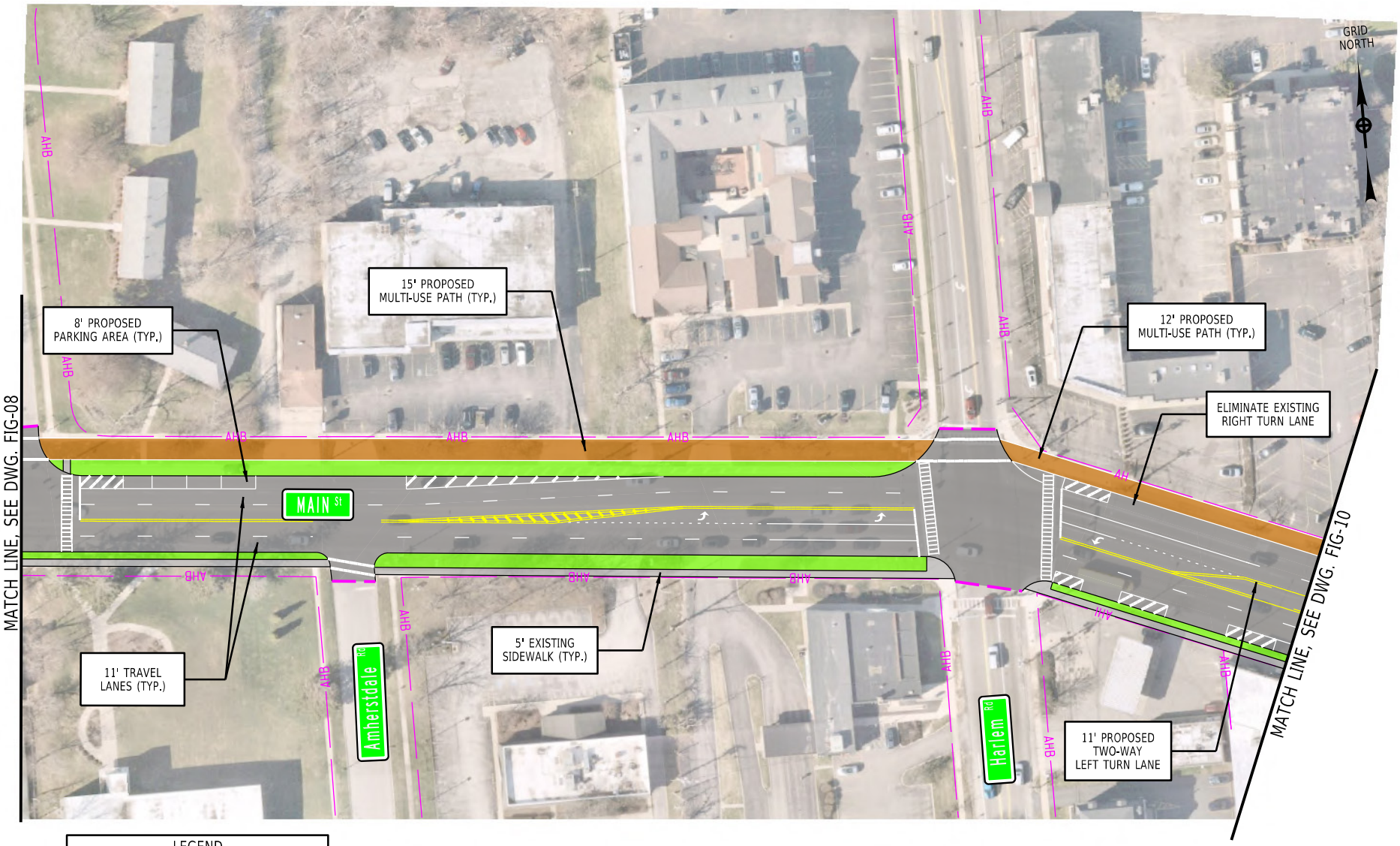
MAIN STREET
TOWN OF AMHERST
ERIE COUNTY, NEW YORK

Creighton Manning

PROJECT: 123-063.01 DATE: 08/2024

Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor

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LEGEND

- PROPOSED ROADWAY
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- UTILITY STRIP/LANDSCAPE MEDIAN
- EXISTING SIDEWALK

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AMHERST - MAIN ST. CORRIDOR PLAN

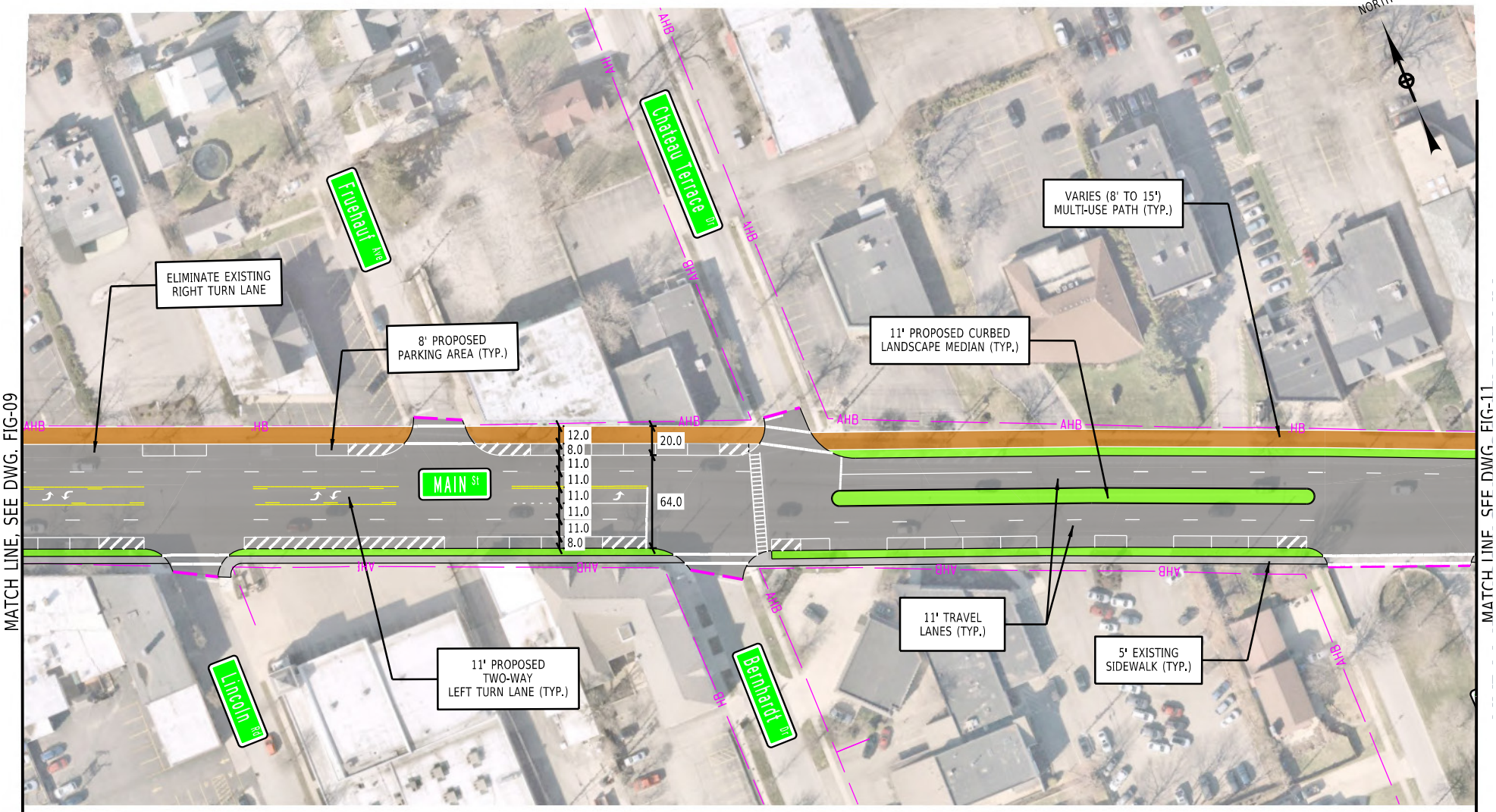
MAIN STREET
TOWN OF AMHERST
ERIE COUNTY, NEW YORK

Creighton Manning

PROJECT: 123-063.01 DATE: 08/2024

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LEGEND

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- UTILITY STRIP/LANDSCAPE MEDIAN
- EXISTING SIDEWALK

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AMHERST - MAIN ST. CORRIDOR PLAN

MAIN STREET
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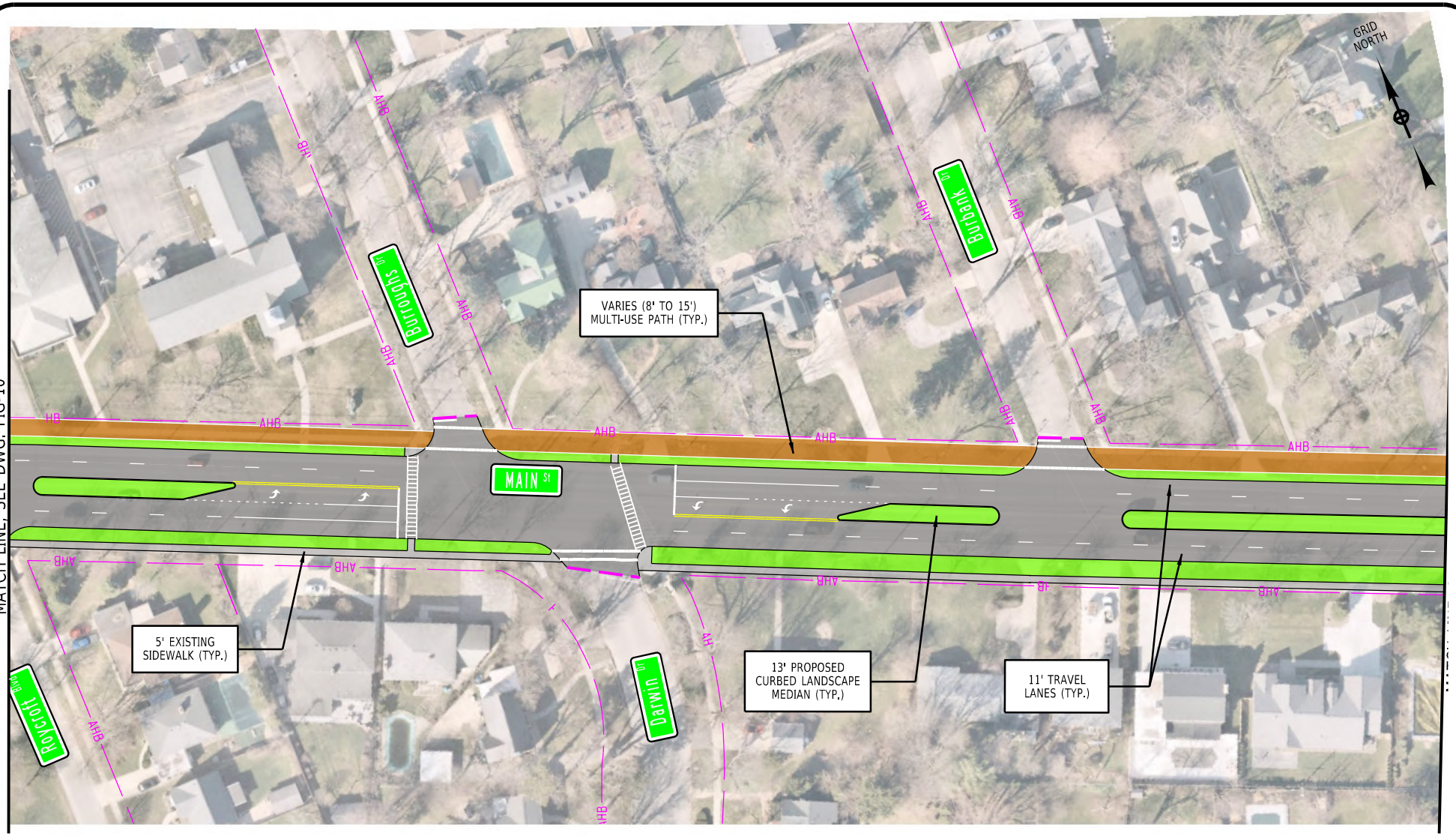
Creighton Manning

PROJECT: 123-063.01 DATE: 08/2024

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APPENDIX: CORRIDOR CONCEPT PLAN
MATCH LINE, SEE DWG. FIG-10



LEGEND

- PROPOSED ROADWAY
- PROPOSED MULTI-USE PATH
- UTILITY STRIP/LANDSCAPE MEDIAN
- EXISTING SIDEWALK

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AMHERST - MAIN ST. CORRIDOR PLAN

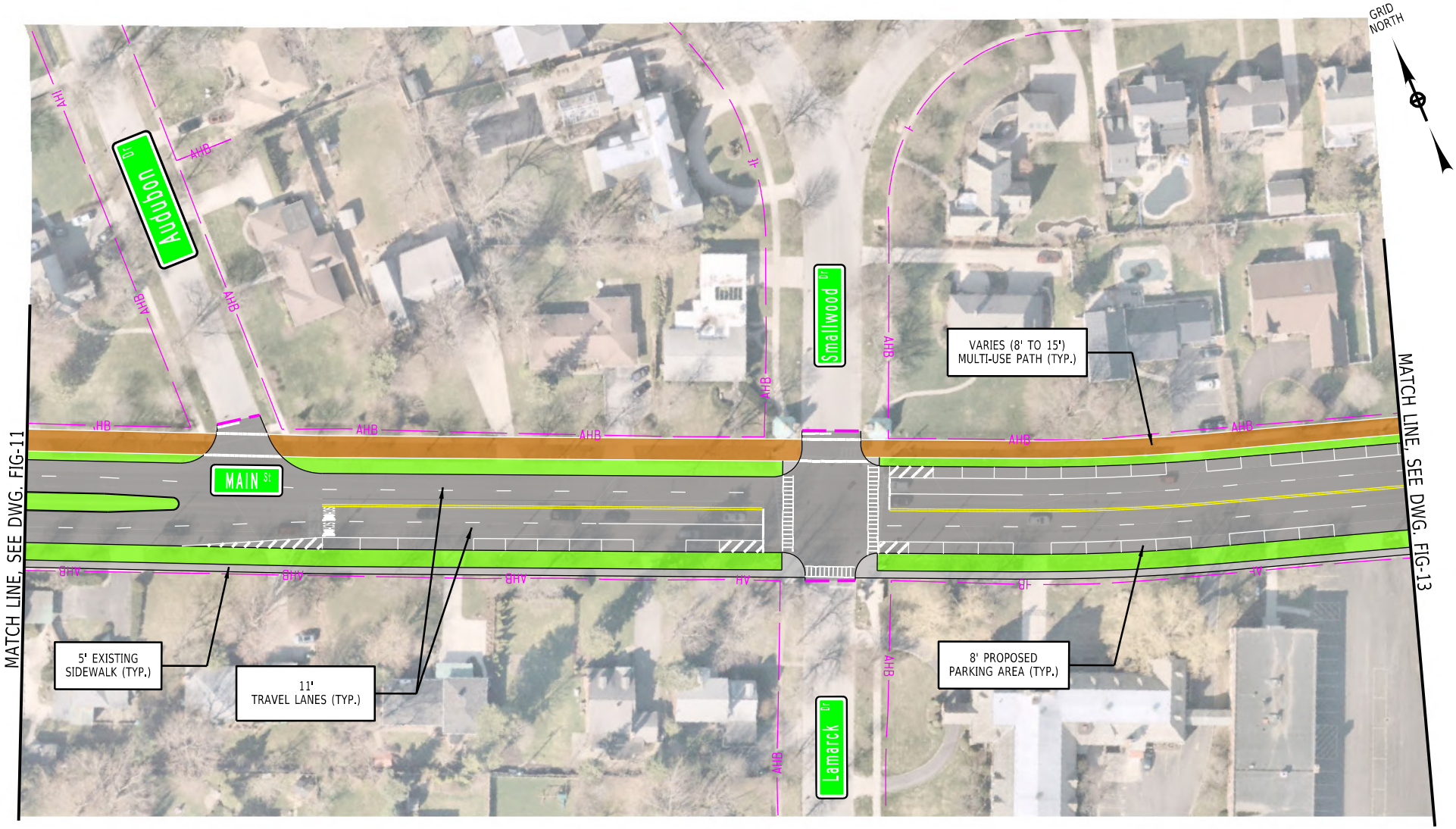
MAIN STREET
TOWN OF AMHERST
ERIE COUNTY, NEW YORK

Creighton Manning

PROJECT: 123-063.01 DATE: 08/202

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LEGEND

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- UTILITY STRIP/LANDSCAPE MEDIAN
- EXISTING SIDEWALK

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AMHERST - MAIN ST. CORRIDOR PLAN

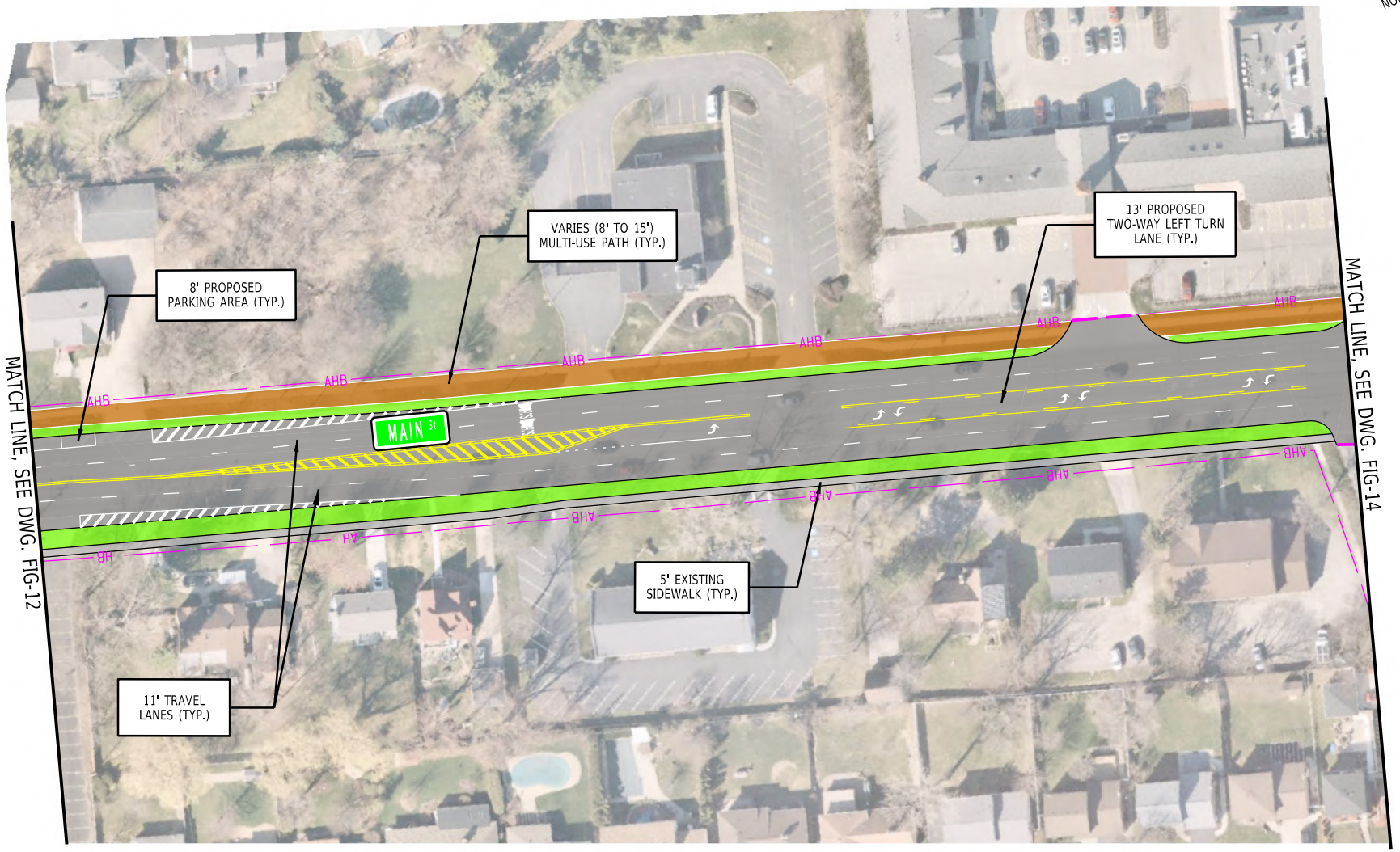
MAIN STREET
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ERIE COUNTY, NEW YORK

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PROJECT: 123-063.01 DATE: 08/2024

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LEGEND

- PROPOSED ROADWAY
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- UTILITY STRIP/LANDSCAPE MEDIAN
- EXISTING SIDEWALK

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AMHERST - MAIN ST. CORRIDOR PLAN

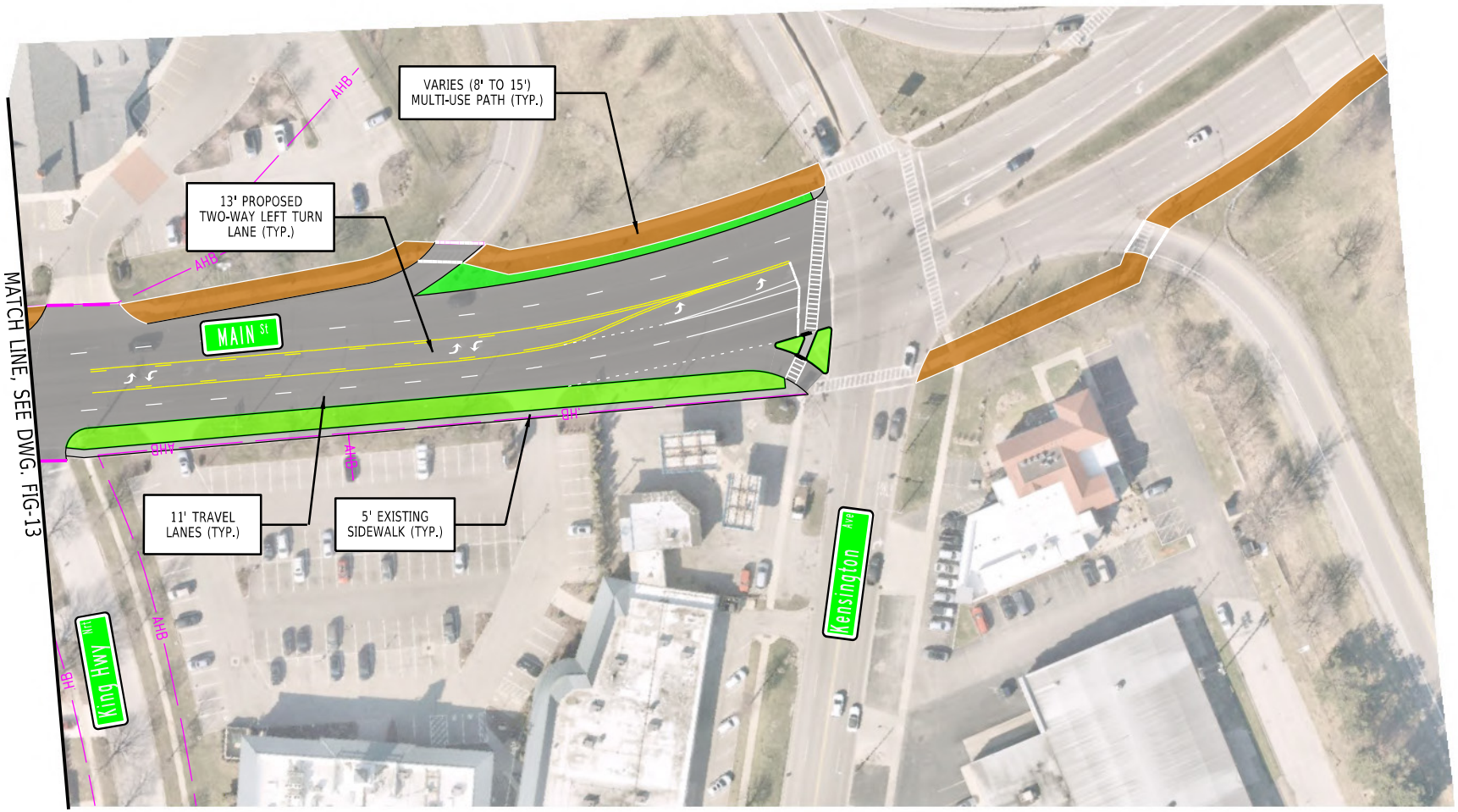
MAIN STREET
TOWN OF AMHERST
ERIE COUNTY, NEW YORK

Creighton Manning

PROJECT: 123-063.01 DATE: 08/2024

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LEGEND

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AMHERST - MAIN ST. CORRIDOR PLAN

MAIN STREET
TOWN OF AMHERST
ERIE COUNTY, NEW YORK

Creighton Manning

PROJECT: 123-063.01 DATE: 08/2024

Attachment: AmherstMainStreet_ExecutiveSummary_DRAFT090324 (RES-2025-444 : Main Street Corridor

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30357 A **RESOLUTION 2025-445** **ADOPTED**

To Authorize the Supervisor to Request an "Exception" to a Conflict of Interest from the HUD Buffalo Field Office for an Employee Working with the Community Development Program

WHEREAS, the Community Development Program, managed by the Amherst Planning Department administers a First-Time Homebuyer Program funded by Federal U.S. Department of Housing and Urban Development (HUD) funding; and

WHEREAS, an employee of the Community Development Program would like to apply to the First-Time Homebuyer Program, and their employment position is considered "covered" by HUD and subject to HUD's Conflict of Interest regulations (24 CFR §92.356); and

WHEREAS, the employee has very limited involvement with the First-Time Homebuyer Program and does not have decision-making authority regarding the program; and

WHEREAS, Federal Regulations allow the Town of Amherst to request an exception from HUD to a potential conflict of interest for covered persons per 24 CFR §92.356 by formally requesting an exception; disclosing the nature of the conflict to the public; and receiving a favorable opinion from the Town Attorney that the exception would not violate State or Local Law; and

WHEREAS, a Town Attorney's Office opinion states that there is no State or Local law, nor the Town Code of Ethics, that prohibits town employees from receiving the same program benefits as a Town resident; now therefore

BE IT RESOLVED, the Town Board of the Town of Amherst authorizes the Supervisor to submit a letter to the HUD Buffalo Community Planning and Development Office requesting an exception to the conflict of interest for the employee of the Community Development Program to participate in the Program.

4/28/2025
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. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Direct

April 4, 2025

Agenda of April 28, 2025

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

Honorable Board Members:

Town employees have inquired about their eligibility to participate in Amherst's First-Time Homebuyer Program, which is funded by the U.S. Department of Housing and Urban Development (HUD). The program provides down-payment/closing cost assistance up to an amount of $50,000 based on standards and policies used to calculate the actual gap award needed for eligible households.

Two Town employees have expressed interest in the program: one from the Highway Department and one from the Planning Department. After consulting with HUD representatives regarding potential conflicts of interest, it was determined the Highway Department employee does not pose a conflict, as there is no connection between their role and the Planning Department. However, the Planning Department employee may present a potential conflict of interest. This person is a Community Development Assistant and manages the Housing Rehabilitation Program. It is important to note that this person has very limited involvement with the First-Time Homebuyer Program and does not have decision-making authority regarding the program.

Our Human Resources Department and the Town Attorney's Office have reviewed the matter and have not identified any local law or policy that would prohibit the above employees from participating in the program. For reference, we have attached the Town Attorney's opinion. However, the Community Development Program Director has determined that an exception will be required for the Planning Department employee, per 24 CFR § 92.356 which outlines HUD procedural regulations regarding potential conflicts of interest. This exception request must be submitted to and approved by the HUD Buffalo Community Planning and Development Office.

We respectfully request that the Town Board authorize the Town Supervisor to send a letter to Jill Casey, Director of the HUD Buffalo Field Office, initiating the Federal process by requesting an exception for the Planning Department employee.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Attachment: tb letter-04222025084959 (RES-2025-445 : To Authorize the Supervisor to Request an Exception to a Conflict of Interest for an

TOWN OF AMHERST

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7030
FAX (716) 631-7101
www.amherst.ny.us

Steven B. Bengart
Town Attorney

Samuel A. Alba
Senior Deputy Attorney

Sebastine Odiata
Senior Deputy Attorney

Jane E. Hughes
Senior Deputy Attorney

Catherine B. Dempsey
Town Prosecutor

Elizabeth A. Burakowski
Director of Special Projects

Nicole M. Burroughs
Supervising Paralegal

April 22, 2025

Jill Casey, Director
Community Planning and Development Division
Department of Housing & Urban Development
300 Pearl Street, Suite #301
Buffalo, New York 14202

RE: Town of Amherst First-Time Homebuyer Program Conflict of Interest Policy

Dear Ms. Casey:

The Town of Amherst Code of Ethics contains a provision that states "Nothing in this section shall be construed to prohibit a Town officer or employee or any other person from receiving a municipal service or benefit or using a municipal facility which is generally available to residents or a class of residents in the Town." Further, I am not aware of any New York State Statute or regulation which would prohibit a Town employee from participating in the first-time home buyer program.

All involved should take every precaution to protect the integrity of the application review and selections to guard against favoritism or fraud.

Thank you for your time and attention.

Sincerely yours,

/s/ SAMUEL A. ALBA, ESQ.
SAMUEL A. ALBA, ESQ.
Town of Amherst

Attachment: Attorney Opinion_ First-Time Homebuyer Program Letter_4.23.25 (RES-2025-445 : To Authorize the Supervisor to Request an

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30329 **RESOLUTION 2025-446** **ADOPTED**

Temporary Access Agreement Use of Amherst Police Department Community Policing and Training Facility United States Naval Sea Cadet Corps. (CRS #5426)

TOWN BOARD AGENDA ITEM : APRIL 28, 2025

TO: **Town Board**

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

RE: **Temporary Access Agreement**
Use of Amherst Police Department Community Policing and Training Facility: United States Naval Sea Cadet Corps. (CRS #5426)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and United States Naval Sea Cadet Corps., 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: April 28, 2025)**

4/28/2025
Consent

FINANCIAL IMPACT:

A 3122 .02410: Revenue TBD

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

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement ("Agreement") is entered as of the __01__ day of April , 2025 by and between United States Naval Sea Cadet Corps., whose address is 1 Naval Marina Park S., Buffalo, New York 14202 ("Naval Sea Cadet Corps") and the Town of Amherst, 5583 Main Street, Williamsville, New York 14221 and the Town of Amherst Police Department, 500 John James Audubon Parkway, Amherst, New York 14228 (collectively "Town").

1.) To assist the Naval Sea Cadet Corps with on location training at 4220 Bailey Avenue, Amherst, New York 14226 bearing SBL# 67.65-1-6 ("Bailey Range"), the Naval Sea Cadet Corps needs access to the site for the purposes of conducting recruit training on July 31, 2025.

2.) The Town, for valuable consideration the sufficiency and receipt of which is hereby acknowledged, hereby grants the Naval Sea Cadet Corps the right to enter upon the Bailey Range property for purposes described.

3.) The Naval Sea Cadet Corps assumes all risks of, and agrees to indemnify, protect and save harmless the Town and its successors and assigns from all loss, damage, or injury to persons (including, without limitation, personal injuries resulting in death) or property and from all claims, demands, suits, liabilities, obligations and expenses arising therefrom, including reasonable legal fees and expenses, cause by or in any way connected with the exercise of the rights granted hereunder, except to the extent the same shall be caused by the sole negligent or sole intentional acts or omissions of any employee, officer, agent, invitee or representatives of the Town. In the event that any judgment, lien or other encumbrance is placed upon or levied against the Bailey Range property in any suit or other proceedings due to the Naval Sea Cadet Corps' activities, the Naval Sea Cadet Corps will immediately cause the same to be discharged by the posting of a bond or otherwise.

4.) The Naval Sea Cadet Corps shall maintain at all times during the term of this Agreement Commercial General Liability insurance in the amount of $2,000,000 per occurrence for personal injury and advertising injury, $4,000,000 aggregate, and $5,000,000 in excess with the Town added as an additional insured on a primary and non-contributory basis to protect the Town from against any and all claims, demands and cause of actions, arising by reason of any work performed by the Naval Sea Cadet Corps and said work will not commence under this Agreement until an appropriate certificate of insurance has been provided to the Town.

5.) To the fullest extent permitted by law, the Naval Sea Cadet Corps will indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, expenses (including legal fees and court costs), awards or

Attachment: MOU SeaCadets Bailey Use 4.2025 (RES-2025-446 : Temp. Access Agreement: US Naval Sea Cadet Corps (CRS# 5426))

judgments imposed upon the Town, its officers, agents and/or employees, arising from the negligence, active or passive, of the Naval Sea Cadet Corps, its officers, agents, subcontractors, and/or employees in carrying out training or other related activities on the Bailey Range property.

6.) The Naval Sea Cadet Corps, its agents, employees, and invitees, agree to abide by all facility and training safety rules and to attend and complete a safety briefing by a qualified instructor before each use.

7.) 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 or a repetition of such or any other breach unless the waiver shall expressly include the same.

8.) This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the agreement will be held in Erie County, New York.

9.) 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 and executed by the parties to make such insertion.

10.) This Agreement shall be effective as of the date first set forth above and this agreement shall terminate on August 1, 2025.

11.) The fees associated with the use of the Amherst Police Training Facility are as follows:

Realistic Training House	$100/Half Day (4 Hours)
Realistic Training House	$200/Full Day (8 Hours)

Attachment: MOU SeaCadets Bailey Use 4.2025 (RES-2025-446 : Temp. Access Agreement: US Naval Sea Cadet Corps (CRS# 5426))

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above.

TOWN OF AMHERST	**UNITED STATES NAVAL SEA CADET CORPS.**
By: _____	**By:** Todd A. Caughill
Name: Brian J. Kulpa	**Name:** LCDR Todd Caughill
Title: Town Supervisor	**Title:** Commanding Officer / NSCC

Attachment: MOU SeaCadets Bailey Use 4.2025 (RES-2025-446 : Temp. Access Agreement: US Naval Sea Cadet Corps (CRS# 5426))

Client#: 1393706 49USNAV2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Thomas Deornellas
McGriff, a MMA LLC Company 8180 Greensboro Drive Ste 400 McLean, VA 22102 703 352-2222	PHONE (A/C, No, Ext): 703 352-2222 FAX (A/C, No): 866-925-7123 E-MAIL ADDRESS: certificate@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Indemnity Company	23280
INSURER B : The Cincinnati Insurance Company	10677
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
US Naval Sea Cadet Corps
2300 Wilson Boulevard #200
Arlington, VA 22201-5435

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			ENP0059849	02/01/2025	02/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $500,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			EBA0059849	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0			ENP0059849	02/01/2025	02/01/2026	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EWC037055807	02/01/2025	02/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$100,000 $100,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds: US Naval Sea Cadet Corps & affiliated councils within the USA and its territories or possessions

RE: July 31st. The Town of Amherst is included as Additional Insured with respect to General Liability, Auto & Umbrella for insured's ongoing & completed operations, where required by written contract. General Liability and Automobile Liability coverage is Primary and Non Contributory where required by written contract.

CERTIFICATE HOLDER

The 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

T. DeOrnellas

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HAKA

Attachment: MOU SeaCadets Bailey Use 4.2025 (RES-2025-446 : Temp. Access Agreement: US Naval Sea Cadet Corps (CRS# 5426))

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30344 **RESOLUTION 2025-447** **ADOPTED**

Memorandum of Understanding: Emergency Vet Services for Seized Animals VCA Blue Cross Animal Hospital of Amherst (CRS #5433)

TOWN BOARD AGENDA ITEM : APRIL 28, 2025

TO: **Town Board**

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

RE: **Memorandum of Understanding: Emergency Vet Services for Seized Animals**
VCA Blue Cross Animal Hospital of Amherst (CRS #5433)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached MOU between the Town of Amherst (Police) and the VCA Blue Cross Animal Hospital of Amherst, with regard to the above-entitled matter. This MOU has successfully completed the Contract Routing Process.

Thank you.

SPC: msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: April 28, 2025)**

4/28/2025
Consent

FINANCIAL IMPACT:

A 3510.4110: Amount TBD: Based on number of animals that need services

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

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the TOWN OF AMHERST, whose address is 5583 Main Street, Williamsville, New York 14221, the TOWN OF AMHERST POLICE DEPARTMENT, whose address is 500 John James Audubon Parkway, Amherst New York 14226 (hereinafter collectively referred to as the "Town"), and the VCA BLUE CROSS ANIMAL HOSPITAL OF AMHERST located at 3921 Main Street, Amherst, New York 14226 (hereinafter referred to as "Blue Cross").

WHEREAS, the Erie County Society for the Prevention of Cruelty to Animals d/b/a SPCA serving Erie County is requiring that the Town have a written agreement with a licensed Veterinarian and the Town is to adhere to the recommendations of said Veterinarian;

WHEREAS, the Town is responsible for the stabilizing care of these seized animals, but not for orthopedic surgery or other major surgery or diagnostics. Stabilization may include but is not limited to intravenous fluids, cleaning of wounds, supportive wraps for fractures and pain control;

NOW THEREFORE, the purpose of this MOU is to enter into an agreement with Blue Cross to provide emergency veterinary care for sick and wounded impounded animals in custody of the Town during the course of its regular working hours.

This MOU becomes effective when approved by the parties identified below and will remain in effect for five (5) years after the agreement is signed. The parties then have the option to renew the MOU for two (2) additional, five (5) year terms.

Costs for services will vary based on the needs of the animal. A price list from Blue Cross is attached hereto as "Exhibit A."

Either party may terminate this MOU upon thirty (30) days written notification to the other party. Such notice will be the subject of immediate consultation to the parties to decide upon the appropriate course of action. Additionally, this MOU may be modified upon the mutual written consent of the parties, signed by the signatories to this agreement.

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Attachment: BlueCross signed MOU 4.4.25 (RES-2025-447 : MOU: Emergency Vet Services for Seized Animals: VCA Blue Cross Animal

The effective date of this MOU is the date of the signature last affixed to this page.

VCA Blue Cross Animal Hospital

Olivia Dubreville - Hospital Manager
Name & Title

4/3/25
Date

Town of Amherst

Brian J. Kulpa, Town Supervisor

Date

Town of Amherst Police Department

Scott P. Chamberlin, Chief of Police

Date

Attachment: BlueCross signed MOU 4.4.25 (RES-2025-447 : MOU: Emergency Vet Services for Seized Animals: VCA Blue Cross Animal

Exhibit "A"

Blue Cross Animal Shelter Pricing List

Below is a list of services and associated costs typically done for diagnostics and stabilization as of April 3rd, 2025. Prices are adjusted 1-2x yearly. An estimate will be provided to the town of Amherst before any services are rendered.

Exam/Consultation Medical Condition [1.2]	1	each	$87.90
Emergency Regular Hours Exam/Consult [3.112]	1	exam	$183.70
Rabies Vaccine 1yr Canine [9.214]	1	vax	$43.30
Rabies Vaccine Purevax 1yr Feline [11.112]	1	vax	$55.00
VetScan Comprehensive Diagnostic Profile IHLAB [101.372]	1	test	$184.50
VetScan Kidney Profile Plus IHLAB [101.383]	1	test	$94.00
VetScan Prep Profile II IHLAB [101.373]	1	test	$115.35
Lepto SNAP Test IDX IHLAB [101.281]	1	test	$136.55
Parvo SNAP Test IDX IHLAB [101.136]	1	test	$112.55
Fluids Subcutaneous 50-400mL [37.4]	1	each	$81.85
Bandage Light Wrap [27.41]	1	proc	$42.95
Bandage Dressing Rtn [27.3]	1	each	$82.35
Bandage Dressing Adv [27.2]	1	each	$213.00
RAD Abdominal Study [21.501]	1	proc	$354.30
RAD Extremity 1 limb Study [21.509]	1	proc	$341.20
Sedation Lvl 1 [242.135]	1.00	each	$125.80
Sedation Lvl 2 [242.136]	1.00	each	$190.85
Wound Clip/Clean <5min [39.101]	1	proc	$70.75

Attachment: BlueCross signed MOU 4.4.25 (RES-2025-447 : MOU: Emergency Vet Services for Seized Animals: VCA Blue Cross Animal

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.

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:

VCA Blue Cross Amherst
Print Name of Company

By: Olivia Dubreville
Signature

Olivia Dubreville
Printed name

Date: 4/3/25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: BlueCross signed MOU 4.4.25 (RES-2025-447 : MOU: Emergency Vet Services for Seized Animals: VCA Blue Cross Animal

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30352 **RESOLUTION 2025-448** **ADOPTED**

Travel & Training Request Explosives Breaching Training Course

TOWN BOARD AGENDA ITEM : APRIL 28, 2025

TO: **Town Board**

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

RE: **Travel & Training Request**
Explosives Breaching Training Course

Kindly adopt a Resolution authorizing six (6) ERT Officers to attend the above entitled training course. This course is being held in Byhalia, Mississippi from May 11, 2025 through May 17, 2025. The cost for this training and travel is approximately $15,192.40.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: April 28, 2025)**

4/28/2025
Consent

FINANCIAL IMPACT:

A 3121.4050: $695.05

A 3121.4120: $8,487.00

A 3132.4040: $6,010.35

Contingency amounts not included in these calculations

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☒ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/11/2025	5/17/2025	Bynalia, MS	Explosives Breaching Course

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	$368.97	A3132.4040	
Lodging: 1 Night@$217.00 (2 Rooms)	$434.00	1	
5 # nights @ $ 108.90	$544.50		
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%	$102.00	A3132.4040	
Ø # Breakfasts @ $ Ø			
5 # Lunches @ $ 19.00	$95.00	A3132.4040	
5 # Dinners @ $ 28.00	$140.00	1	
5 # Incidentals @ $ 5.00	$25.00		
Registration/Conference Fee	$1625.00	A3132.4120	
Other			
Subtotal	$3334.47		N/A
Contingency - 10% of subtotal or $200	$333.45		N/A
TOTAL	$3667.92		

Request Approved By:

Department Head Signature

4/21/2025

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

X:\Policies and Procedures\Travel\Travel Expense Reimbursement 2024

Attachment: RedactedTravelFormExplosivesBreachingCourse 4.28.2025 (RES-2025-448 : Training & Travel Request: Explosives Breaching Course)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☒ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/11/2025	5/17/2025	Byhalia, MS	Explosives Breaching Course

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	$368.97	A3132.4040	
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%	$102.00	A3132.4040	
0 # Breakfasts @ $ 0			
5 # Lunches @ $ 19.00	$95.00	A3132.4040	
5 # Dinners @ $ 28.00	$140.00		
5 # Incidentals @ $ 5.00	$25.00		
Registration/Conference Fee	$1625.00	A3132.4120	
Other			
Subtotal	$2,355.97		N/A
Contingency - 10% of subtotal or $200	$235.60		N/A
TOTAL	$2591.57		

Request Approved By:

Department Head Signature

4/15/2025

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

X:\Policies and Procedures\Travel\Travel Expense Reimbursement 2024

Attachment: RedactedTravelFormExplosivesBreachingCourse 4.28.2025 (RES-2025-448 : Training & Travel Request: Explosives Breaching Course)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☒ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/11/2025	5/17/2025	Bynalia, MS	Explosives Breaching Course

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	$368.97	A3132.4040	
Lodging:			
5 # nights @ $ 108.00	$544.50	A3132.4040	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%	$102.00	A3132.4040	
0 # Breakfasts @ $ 0			
5 # Lunches @ $ 19.00	$95.00	A3132.4040	
5 # Dinners @ $ 28.00	$140.00	1	
5 # Incidentals @ $ 5.00	$25.00		
Registration/Conference Fee	$1625.00	A3132.4120	
Other			
Subtotal	$2900.47		N/A
Contingency - 10% of subtotal or $200	$290.05		N/A
TOTAL	$3190.52		

Request Approved By:

Department Head Signature

7/15/2025

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

X:\Policies and Procedures\Travel\Travel Expense Reimbursement 2024

Attachment: RedactedTravelFormExplosivesBreachingCourse 4.28.2025 (RES-2025-448 : Training & Travel Request: Explosives Breaching Course)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☒ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/11/2025	5/17/2025	Byhalia, MS	Explosives Breaching Course

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	$368.97	A3132.4040	
Lodging:			
5 # nights @ $ 108.90	$544.50	A3132.4040	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%	$102.00	A3132.4040	
Ø # Breakfasts @ $ Ø			
5 # Lunches @ $ 19.00	$95.00	A3132.4040	
5 # Dinners @ $ 28.00	$140.00		
5 # Incidentals @ $ 5.00	$25.00		
Registration/Conference Fee	$1625.00	A3132.4120	
Other			
Subtotal	$2900.47		N/A
Contingency - 10% of subtotal or $200	$290.05		N/A
TOTAL	$3190.52		

Request Approved By:

Department Head Signature

5/15/2025

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

X:\Policies and Procedures\Travel\Travel Expense Reimbursement 2024

Attachment: RedactedTravelFormExplosivesBreachingCourse 4.28.2025 (RES-2025-448 : Training & Travel Request: Explosives Breaching Course)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☒ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/11/2025	5/17/2025	Byhalia, MS	Explosives Breaching Course

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	$368.97	A3132.4040	
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%	$102.00	A3132.4040	
Ø # Breakfasts @ $ Ø			
5 # Lunches @ $ 19.00	$95.00	A3132.4040	
5 # Dinners @ $ 28.00	$140.00	1	
5 # Incidentals @ $ 5.00	$25.00		
Registration/Conference Fee	$1625.00	A3132.4120	
Other			
Subtotal	$2,355.97		N/A
Contingency - 10% of subtotal or $200	$235.60		N/A
TOTAL	$2591.57		

Request Approved By:

Department Head Signature

4/15/2025

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

X:\Policies and Procedures\Travel\Travel Expense Reimbursement 2024

Attachment: RedactedTravelFormExplosivesBreachingCourse 4.28.2025 (RES-2025-448 : Training & Travel Request: Explosives Breaching Course)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☒ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/11/2025	5/17/2025	Byhalia, MS	Explosives Breaching Course

Expenses	Estimated	Budget A/C #	Actual
Transportation: Rental Car	$614.08	A3132.4040/A3121 .4050	
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	$368.97	A3121 .4050	
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%	$102.00	A3121 .4120	
Ø # Breakfasts @ $ Ø			
5 # Lunches @ $ 19.00	$95.00	A3121 .4120	
5 # Dinners @ $ 28.00	$140.00		
5 # Incidentals @ $ 5.00	$25.00		
Registration/Conference Fee	—		
Other			
Subtotal	$1345.05		N/A
Contingency - 10% of subtotal or $200	$134.51		N/A
TOTAL	$1479.56		

Request Approved By:

Department Head Signature

4/15/2025

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

X:\Policies and Procedures\Travel\Travel Expense Reimbursement 2024

Attachment: RedactedTravelFormExplosivesBreachingCourse 4.28.2025 (RES-2025-448 : Training & Travel Request: Explosives Breaching Course)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30356 **RESOLUTION 2025-449** **ADOPTED**

G&G Fitness Purchase of Gym Equipment (CRS #5435)

TOWN BOARD AGENDA ITEM: APRIL 28, 2025

TO: **Town Board**

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

RE: **G&G Fitness**
Purchase of Gym Equipment (CRS #5435)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and G&G Fitness Equipment (CRS #5435) with regard to the above-entitled matter. Approval of this agreement is pending successful completion of the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: April 28, 2025)**

4/28/2025
Consent

FINANCIAL IMPACT:

T2917 .4002: $10,948.50

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



Proposal For: **AMHERST POLICE DEPT.**

2/10/2025

Account Manager: **Anthony Ruffolo**

Phone: 716-583-6987 | Email: aruffolo@ggfitness.com | Fax: 716-204-2521

Attachment: Contract for CRS Approval (RES-2025-449 : G&G Fitness: Purchase of Gym Equipment (CRS# 5435))

7350 Transit Rd, Williamsville, NY 14221

Proposal # Q005685
Date: 2/10/2025
Acct ID: C1177

Account Manager: Anthony Ruffolo **Phone:** 716-583-6987 **Fax:** 716-204-2521 **Email:** aruffolo@ggfitness.com

To place this order, please complete Terms & Conditions, sign and email to: commercial@livefit.com

BILL TO

AMHERST POLICE DEPT.
500 JOHN JAMES AUDUBON PK
AMHERST, NY 14228
Contact: Jamie Anable: 716-435-8669

SHIP TO

AMHERST POLICE DEPT.
500 John James Audubon Pkwy
AMHERST, NY 14228-1131
Contact Name : Jamie Anable
Email: janable@apdny.org
Phone : 716-435-8669

	Description	Qty	MSRP	Your Price	Ext. Price
	True Gravity Treadmill Base Model TC3-AA-35 NYS Contract Award# 23073 PC#67849	2	$6,500.00	$4,875.00	$9,750.00
	True Unite LED Treadmill Console Model CC6-LT0A NYS Contract Award# 23073 PC#67849	2	$799.00	$599.25	$1,198.50
	GRONK STRENGTH BAND -13MM XX-LIGHT - RED Model 3102-G1	2	$15.99	$.00	$.00
	GRONK STRENGTH BAND -21MM X-LIGHT - BLACK Model 3103-G1	2	$19.99	$.00	$.00
	GRONK STRENGTH BAND -32MM LIGHT - PURPLE Model 3104-G1	2	$22.99	$.00	$.00
	GRONK STRENGTH BAND -45MM MEDIUM - GREEN Model 3105-G1	2	$27.99	$.00	$.00
	GRONK STRENGTH BAND -64MM HEAVY - BLUE Model 3106-G1	2	$32.99	$.00	$.00

Attachment: Contract for CRS Approval (RES-2025-449 : G&G Fitness: Purchase of Gym Equipment (CRS# 5435))

7350 Transit Rd, Williamsville, NY 14221

Proposal # Q005685
Date: 2/10/2025
Acct ID: C1177

Account Manager: Anthony Ruffolo **Phone:** 716-583-6987 **Fax:** 716-204-2521 **Email:** aruffolo@ggfitness.com

To place this order, please complete Terms & Conditions, sign and email to: commercial@livefit.com

BILL TO

AMHERST POLICE DEPT.
500 JOHN JAMES AUDUBON PK
AMHERST, NY 14228
Contact: Jamie Anable: 716-435-8669

SHIP TO

AMHERST POLICE DEPT.
500 John James Audubon Pkwy
AMHERST, NY 14228-1131
Contact Name : Jamie Anable
Email: janable@apdny.org
Phone : 716-435-8669

Description	Qty	MSRP	Your Price	Ext. Price
GRONK STRENGTH BAND -83MM X-HEAVY - ORANGE Model 3107-G1	2	$48.00	$.00	$.00

Comments:

* Please ask about our financing options *

Product Total:	$10,948.50
Delivery & Assembly:	$.00
Freight:	$.00
Total:	$10,948.50
Sales Tax:	$.00
Total (USD):	**$10,948.50**

Attachment: Contract for CRS Approval (RES-2025-449 : G&G Fitness: Purchase of Gym Equipment (CRS# 5435))

Important Notes and Specifications

Estimated Lead Time: Cardio lead times are approximately 4 weeks, Strength lead times are approximately 12 weeks, Custom logo lead times 12-16 weeks.'

Requirements: All treadmills require a 120 volt 20 amp dedicated outlet (NEMA 5-20R receptacle). 220 volt treadmills are special order and require an 8 week lead time.

Bolt-down Requirements: If applicable, strength machines require a minimum of 2.5" of concrete anchor embeddment not including any rubber flooring or overlays. Concrete thickness must be a minimum of 4.75". All ledger boards will be an additional charge. Extra charges may apply if your facility is found to not meet these requirements at installation time. The mounting of all wall-mounted produts are at the responsibility of the owner.

Delivery Cancellations: All delivery cancellations require 24 hours notification. If cancelled with less than 24 hours notice, charges may apply.

Image Disclaimer: All efforts were taken to make the item images as accurate as possible. However, images on quotes are for representation purposes only and may not be exactly to your specific equipment options.

Desired Delivery Date		**Frame Color**	
Ground Floor Delivery	No	**Upholstery Color**	
Door Size		**Power Cord Length**	
Lift Gate Required	No		

I have read and understand all the requirements listed above:_____ (initials)

Terms and Conditions

Please select the payment terms desired:

☐ Pre-paid Drop Ship: 100% of total invoice must be paid at time of order for any product shipping directly from manufacturer to customer.

Initials: _____

☐ Pre-paid: 50% of total invoice due as down-payment when order is plced. Balance due prior to scheduling delivery.

Initials: _____

☐ Net_____ Days: On approved credit or government purchase order. Full Payment will be due on or before the specified number of days.

Initials: _____

1. Any and all late payments will be assessed a 1.5% late fee charged on the remaining outstanding balance. Additional late fee charges will accrue thereafter at a rate of 1.5% per 10 day period. Orders with Pre-pay or COD terms will be effectively due on day of delivery for purposes of late charge calculations.

2. If partial deliveries are accepted by the customer, payment ofr those items is due as they are delivered, per th terms of the sale.

Attachment: Contract for CRS Approval (RES-2025-449 : G&G Fitness: Purchase of Gym Equipment (CRS# 5435))

3. G&G Fitness Equipment Inc. reserves the right to reacquire any equipment equal to the dollar amount owed, including late fees, interest, extraction fes and other professional and/or attorney's fees related to the prior collection attempts of monies owed to G&G Fitness Equipment, Inc. should late payments exceed 14 days or if regular payment schedules are defaulted at any time.

4. Any and all attorney's fees and other agency fees that may result from non-payment will be charged to the party in default and may be subject to all applicable late fees and charges.

5. Terms and Conditions of sale which appear on purchaser's documents (including purchase orders) and which are inconsistent with these terms should be null and void.

6. Restocking Fee and Additional Charges: All returns will be assessed a 50% restocking fee. In addition, any incurred freight, delivery, and installation charges will be applied. If the product has already been delivered to the facility, extraction fees will also be applicable.

7. Special Order Products: Special order products are non-returnable and non-refundable. Once a special-order product has shipped from the manufacturer or vendor (or after production starts for built-to-order products), the order cannot be canceled, and the customer is required to take possession of the product.

8. Cancellation Policy for Non-Special-Order Products: If a customer wishes to cancel a non-special-order product before delivery, they may do so. However, cancellations after the product has been delivered will be subject to the restocking fee and applicable charges as stated above.

9. Delays in delivery at customer request are subject to storage fees of $10 per month per piece.

10. Customers with sites located beyond twenty-five miles from our nearest service depot may be responsible for additional travel charges for service on equipment even when covered under manufacturer's labor warranty.

11. Orders over five thousand dollars paid with a credit card will incur a 2% convenience fee.

Customer Approval Signature Date

Quote valid for 7 Days

By signing you affirm that you are authorized to enter into a purchse agreement on behalf of the aforementioned organization and that you have read and agreed to all specifications, terms and conditions.

Attachment: Contract for CRS Approval (RES-2025-449 : G&G Fitness: Purchase of Gym Equipment (CRS# 5435))

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 Approval (RES-2025-449 : G&G Fitness: Purchase of Gym Equipment (CRS# 5435))

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 Approval (RES-2025-449 : G&G Fitness: Purchase of Gym Equipment (CRS# 5435))

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:

G+G Fitness Equipment
Print Name of Company

By: _____
Signature

Anthony Giordano
Printed name

Date: 3/26/25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30..19

Attachment: Contract for CRS Approval (RES-2025-449 : G&G Fitness: Purchase of Gym Equipment (CRS# 5435))

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: G&G Fitness Equipment

Signature: [signature]

Print Name: Anthony Giordano

Title: Director of Commercial Sales

Date: 3/ /25

Sworn To Before Me This

26 Day of March, 2025

[signature]

Notary Public

ANNA VARGAS
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 01VA6197156
QUALIFIED IN MONROE COUNTY
COMMISSION EXPIRES NOVEMBER 24, 2028

Attachment: Contract for CRS Approval (RES-2025-449 : G&G Fitness: Purchase of Gym Equipment (CRS# 5435))

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
03/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THI CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorse If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement c this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Christa Bastow
Great Lakes Insurance Services Group LLC	**PHONE (A/C, No, Ext):** 814-456-0498 **FAX (A/C, No):** 814-454-4898
1128 State St	**E-MAIL ADDRESS:** Christa@greatlakesins.com
Erie PA 16501	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
INSURED	**INSURER A :** Erie Insurance Company 26263
G & G Fitness Equipment LLC dba Gronk Fitness	**INSURER B :**
7350 Transit Rd	**INSURER C :**
	INSURER D :
	INSURER E :
Williamsville NY 14221	**INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIC INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	Q610391126	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	Q045131368	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	Q285170688	04/01/2025	04/01/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is included as an additional insured. Coverage applies on a Primary and Non-Contributory Basis for all ongoing and completed operatior

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Christa Bastow

Fax: Email:

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Attachment: Contract for CRS Approval (RES-2025-449 : G&G Fitness: Purchase of Gym Equipment (CRS# 5435))

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF

NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name Address of Insured (use street address only) CoAdvantage Resources 72, Inc. Labor Contractor, for leased workers to: G & G Fitness Equipment LLC dba: Gronk Fitness 7350 Transit Rd Ste 2 Williamsville, NY 14221 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured (888) 925-2990 1c. NYS Unemployment Insurance Employer Registration Number of insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1365573
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 American Zurich Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 60-02-144-01 3c. Policy effective period 4/1/2025 to 4/1/2026 3d. The Proprietor, Partners, or Executive Officers are ☐ included. (Only check box if all partners/officers inclued) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3 insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, licese 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 refernced above and that the named insured has the coverage as depicted on this form.

Approved by: Douglas Jones
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  2/20/2025
(Signature) (Date)

Title: Vice President

Telephone number of authorized representative or licensed agent of insurance carrier: (480)951-4177

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) ww.wcb.ny.gov

Attachment: Contract for CRS Approval (RES-2025-449 : G&G Fitness: Purchase of Gym Equipment (CRS# 5435))

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)

G & G Fitness Equipment, Inc
DBA Gronk Fitness
7350 Transit Rd.
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

(800) 537-0516

1c. Federal Employer Identification Number of Insured or Social Security Number

16-1365573

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

Metropolitan Life Insurance Company

3b. Policy Number of Entity Listed in Box 1a

234439

3c. Policy Effective Period:

October 1, 2024 to **September 30, 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: **October 16, 2024** By: *Suzy Davis*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number **spu_group_contracts@metlife.com** Name and Title: **Suzy Davis, State Plan Consultant**

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.***

Attachment: Contract for CRS Approval (RES-2025-449 : G&G Fitness: Purchase of Gym Equipment (CRS# 5435))

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30359 **RESOLUTION 2025-450** **ADOPTED**

Travel Request Required Operator Training Courses

The Engineering Department is requesting approval to send four (4) employees to attend various courses held at the Environmental Training Center at SUNY Morrisville in Morrisville, NY from July through November 2025. The estimated cost with registration, lodging and per diem per each employee/course is listed below.

- Basic Laboratory Procedures in July and October 2025 at $7,453.96 for four (4) employees.
- Basic Operations in August 2025 at $7,456.16 for two (2) employees.
- Activated Sludge Wastewater Treatment Process in September and November 2025 at $6,512.36 for four (4) employees.

Funding for this request, totaling $21,422.48, will be available in accounts G9916-4850 and G9916-4040.

Thank you for considering this request.

4/28/2025
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 Laboratory Procedures [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 6 @ $ 96.00	$576.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: $68.00			
1st & Last Day of Travel @ 75% $51.00	$102.00	G9916-4040	
# Breakfasts 5 @ $ 16.00	$80.00	G9916-4040	
# Lunches 5 @ $ 19.00	$95.00	G9916-4040	
# Dinners 5 @ $ 28.00	$140.00	G9916-4040	
# Incidentals 5 @ $ 5.00	$25.00	G9916-4040	
Registration/Conference Fee	$650.00	G9916-4850	
Textbooks		G9916-4850	
Other			
Subtotal	$1,694.08 -		N/A
Contingency - 10% of subtotal or $200	$169.41 -		N/A
TOTAL	$1,863.49 -		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Travel docs (RES-2025-450 : 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 Laboratory Procedures [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 6 @ $ 96.00	$576.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: $68.00			
1st & Last Day of Travel @ 75% $51.00	$102.00	G9916-4040	
# Breakfasts 5 @ $ 16.00	$80.00	G9916-4040	
# Lunches 5 @ $ 19.00	$95.00	G9916-4040	
# Dinners 5 @ $ 28.00	$140.00	G9916-4040	
# Incidentals 5 @ $ 5.00	$25.00	G9916-4040	
Registration/Conference Fee	$650.00	G9916-4850	
Textbooks		G9916-4850	
Other			
Subtotal	$1,694.08 -		N/A
Contingency - 10% of subtotal or $200	$169.41 -		N/A
TOTAL	$1,863.49 -		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

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Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Travel docs (RES-2025-450 : Travel Request)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

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☒ 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 Laboratory Procedures [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 6 @ $ 96.00	$576.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: $68.00			
1st & Last Day of Travel @ 75% $51.00	$102.00	G9916-4040	
# Breakfasts 5 @ $ 16.00	$80.00	G9916-4040	
# Lunches 5 @ $ 19.00	$95.00	G9916-4040	
# Dinners 5 @ $ 28.00	$140.00	G9916-4040	
# Incidentals 5 @ $ 5.00	$25.00	G9916-4040	
Registration/Conference Fee	$650.00	G9916-4850	
Textbooks		G9916-4850	
Other			
Subtotal	$1,694.08 -		N/A
Contingency - 10% of subtotal or $200	$169.41 -		N/A
TOTAL	$1,863.49 -		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

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Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Travel docs (RES-2025-450 : 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 Laboratory Procedures [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 6 @ $ 96.00	$576.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: $68.00			
1st & Last Day of Travel @ 75% $51.00	$102.00	G9916-4040	
# Breakfasts 5 @ $ 16.00	$80.00	G9916-4040	
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# Dinners 5 @ $ 28.00	$140.00	G9916-4040	
# Incidentals 5 @ $ 5.00	$25.00	G9916-4040	
Registration/Conference Fee	$650.00	G9916-4850	
Textbooks		G9916-4850	
Other			
Subtotal	$1,694.08 -		N/A
Contingency - 10% of subtotal or $200	$169.41 -		N/A
TOTAL	$1,863.49 -		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

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Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Travel docs (RES-2025-450 : 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: Travel docs (RES-2025-450 : 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 [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: Travel docs (RES-2025-450 : 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	Activated Sludge Wastewater Treatment Process [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 5 @ $ 96.00	$480.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: $68.00			
1st & Last Day of Travel @ 75% $51.00	$102.00	G9916-4040	
# Breakfasts 4 @ $ 16.00	$64.00	G9916-4040	
# Lunches 4 @ $ 19.00	$76.00	G9916-4040	
# Dinners 4 @ $ 28.00	$112.00	G9916-4040	
# Incidentals 4 @ $ 5.00	$20.00	G9916-4040	
Registration/Conference Fee	$600.00	G9916-4850	
Textbooks		G9916-4850	
Other			
Subtotal	$1,480.08 -		N/A
Contingency - 10% of subtotal or $200	$148.01 -		N/A
TOTAL	$1,628.09 -		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Travel docs (RES-2025-450 : Travel Request)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

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☒ 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	Activated Sludge Wastewater Treatment Process [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 5 @ $ 96.00	$480.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: $68.00			
1st & Last Day of Travel @ 75% $51.00	$102.00	G9916-4040	
# Breakfasts 4 @ $ 16.00	$64.00	G9916-4040	
# Lunches 4 @ $ 19.00	$76.00	G9916-4040	
# Dinners 4 @ $ 28.00	$112.00	G9916-4040	
# Incidentals 4 @ $ 5.00	$20.00	G9916-4040	
Registration/Conference Fee	$600.00	G9916-4850	
Textbooks		G9916-4850	
Other			
Subtotal	$1,480.08 -		N/A
Contingency - 10% of subtotal or $200	$148.01 -		N/A
TOTAL	$1,628.09 -		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

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Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Travel docs (RES-2025-450 : Travel Request)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

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☐ 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	Activated Sludge Wastewater Treatment Process [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 5 @ $ 96.00	$480.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: $68.00			
1st & Last Day of Travel @ 75% $51.00	$102.00	G9916-4040	
# Breakfasts 4 @ $ 16.00	$64.00	G9916-4040	
# Lunches 4 @ $ 19.00	$76.00	G9916-4040	
# Dinners 4 @ $ 28.00	$112.00	G9916-4040	
# Incidentals 4 @ $ 5.00	$20.00	G9916-4040	
Registration/Conference Fee	$600.00	G9916-4850	
Textbooks		G9916-4850	
Other			
Subtotal	$1,480.08 -		N/A
Contingency - 10% of subtotal or $200	$148.01 -		N/A
TOTAL	$1,628.09 -		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

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Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

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☐ Travel in New York State and under $750 - Department Head Approval

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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	Activated Sludge Wastewater Treatment Process [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 5 @ $ 96.00	$480.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: $68.00			
1st & Last Day of Travel @ 75% $51.00	$102.00	G9916-4040	
# Breakfasts 4 @ $ 16.00	$64.00	G9916-4040	
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# Dinners 4 @ $ 28.00	$112.00	G9916-4040	
# Incidentals 4 @ $ 5.00	$20.00	G9916-4040	
Registration/Conference Fee	$600.00	G9916-4850	
Textbooks		G9916-4850	
Other			
Subtotal	$1,480.08 -		N/A
Contingency - 10% of subtotal or $200	$148.01 -		N/A
TOTAL	$1,628.09 -		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

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Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

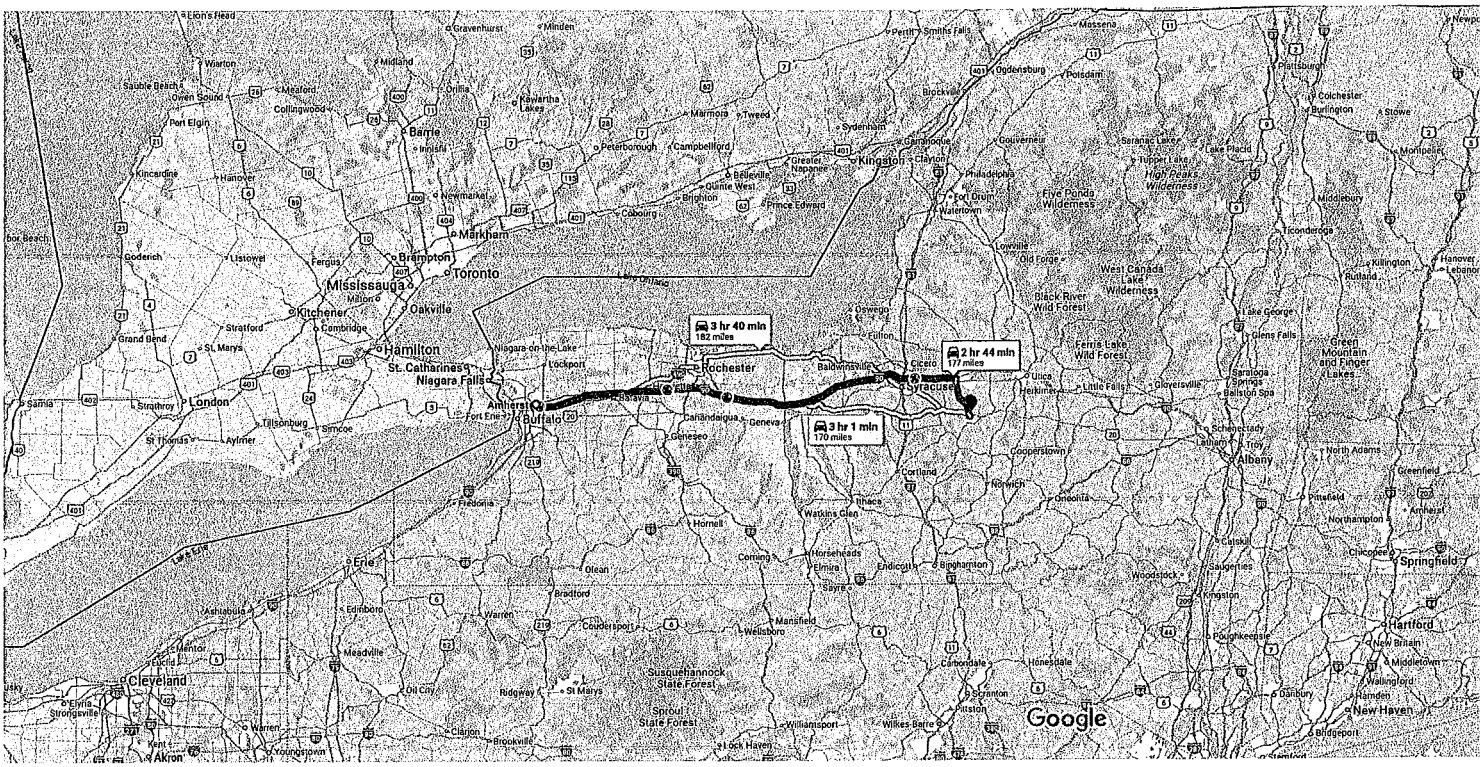
Attachment: Travel docs (RES-2025-450 : Travel Request)

13.S.1.a

Google Maps

Amherst, New York to SUNY Morrisville, 80 Eaton St, Morrisville, NY 13408

Drive 177 miles, 2 hr 44 min



Amherst
New York

⚠ This route has tolls.

Get on I-290 E

3 min (1.4 mi)

1. Head west on NY-5 W/Main St

0.9 mi

2. Use the middle lane to continue on NY-5 W

0.2 mi

3. Use the right lane to take the ramp to I-90

0.4 mi

Follow I-90 E to NY-13 S/N Peterboro St in Canastota. Take exit 34 from I-90 E

2 hr 19 min (160 mi)

4. Merge onto I-290 E

0.5 mi

5. Use the left 2 lanes to take exit 1-49 to merge onto I-90 E toward Albany

⚠ Toll road

159 mi

6. Take exit 34 for NY-13 toward Canastota/Oneida

⚠ Toll road

0.5 mi

Take Oxbow Rd and Swamp Rd to Chenango St/Suny School District in Morrisville

24 min (16.0 mi)

7. Turn left onto NY-13 S/N Peterboro St

1.3 mi

8. Continue straight onto Oxbow Rd

8.4 mi

9. Turn left onto Peterboro Rd

0.2 mi

10. Turn right onto Swamp Rd

4.9 mi

11. Continue onto Cedar St

0.5 mi

Attachment: Travel docs (RES-2025-450 : Travel Request)

12. Turn left onto Main St

128 ft

13. Turn right onto Eaton St

0.5 mi

14. Turn left onto Madison Rd

0.2 mi

15. Continue onto Chenango St/Suny School District

Destination will be on the right

443 ft

SUNY Morrisville
80 Eaton St, Morrisville, NY 13408

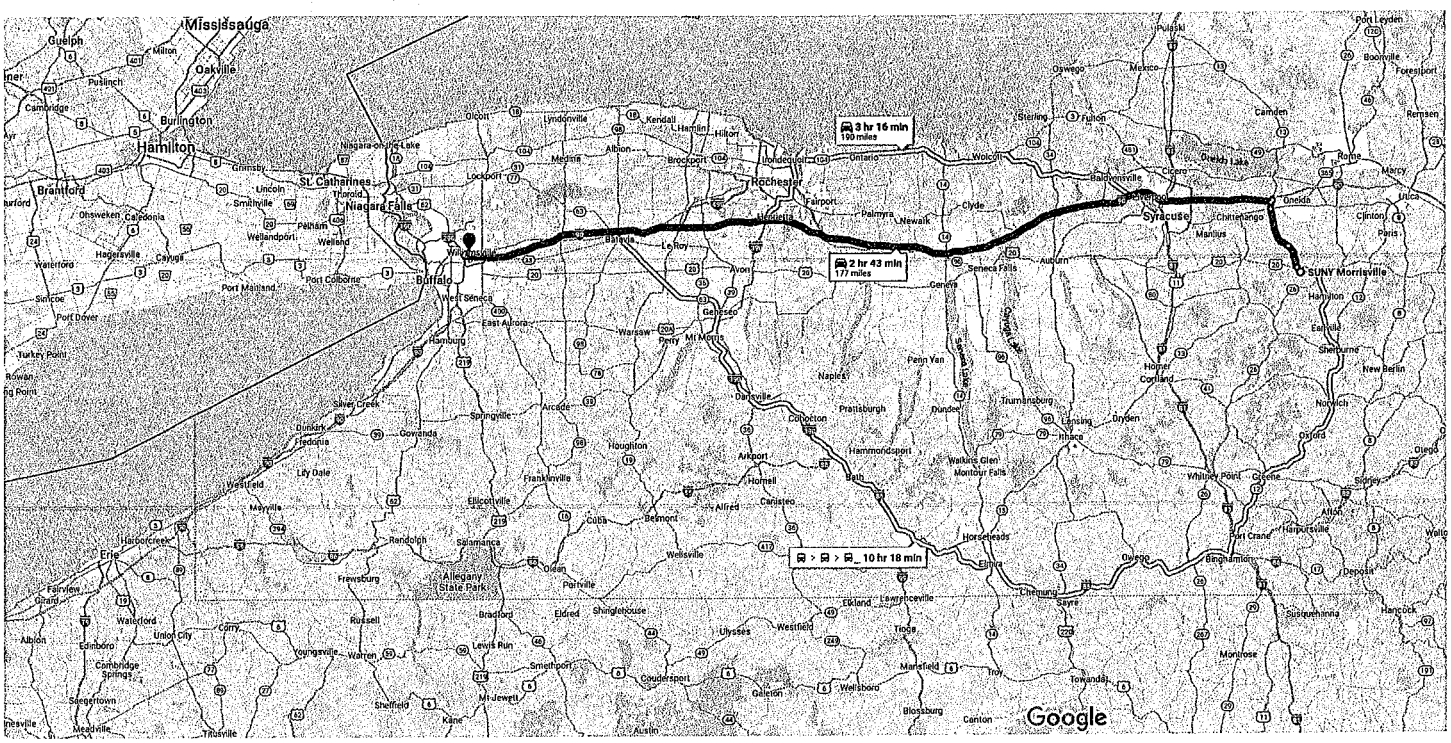
Attachment: Travel docs (RES-2025-450 : Travel Request)

13.S.1.a

Google Maps

SUNY Morrisville to Amherst, New York

Drive 177 miles, 2 hr 43 min



Map data ©2025 Google 10 mi

SUNY Morrisville
80 Eaton St, Morrisville, NY 13408

⚠ **This route has tolls.**

Get on I-90 W in Canastota from Swamp Rd and Oxbow Rd

26 min (16.8 mi)

1. Head south on Chenango St/Suny School District toward Madison Rd

367 ft

2. Continue straight onto Madison Rd

0.2 mi

3. Turn right onto Eaton St

0.5 mi

4. Turn left onto Main St

128 ft

5. Turn right onto Cedar St

0.5 mi

6. Continue onto Swamp Rd

4.9 mi

7. Turn left onto Peterboro Rd

0.2 mi

8. Turn right onto Oxbow Rd/Peterboro Rd
   Continue to follow Oxbow Rd

8.4 mi

9. Continue onto S Peterboro St

1.3 mi

10. Turn right to merge onto I-90 W
    ⚠ Toll road

0.8 mi

Follow I-90 W to NY-5 E/Main St in Amherst. Take exit 7B from I-290 W

2 hr 19 min (159 mi)

11. Merge onto I-90 W
    ⚠ Toll road

158 mi

12. Use the right lane to take exit 50 toward I-290/Niagara Fls
    ⚠ Toll road

Attachment: Travel docs (RES-2025-450 : Travel Request)

Thruway Authority

Toll and Distance Calculator

Tolls Rates Effective Jan. 1, 2025

Tolls from
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290
to
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS & TOLLS BY MAIL *
Williamsville Highway Gantry --> Exit 47 (I-90 - NYS Thruway)	$1.96	$3.43
Exit 47 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	$0.76	$1.32
Exit 46 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	$0.54	$0.94
Exit 45 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	$0.18	$0.32
Exit 44 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	$2.70	$4.73
Exit 39 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	$0.31	$0.54
Exit 36 (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	$0.19	$0.33
Exit 35 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	$0.11	$0.19
Exit 34A (I-90 - NYS Thruway) --> Exit 34 (I-90 - NYS Thruway)	$0.71	$1.24
Total	**$7.46**	**$13.04**
NY E-ZPASS CUSTOMERS WILL SAVE $5.58. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY		

*** Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.**

Approximate Distance: 158.8 miles

Calculate return tolls for Canastota - Oneida - Chittenango - NY Route 13 to Niagara Falls - I-290

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Pembroke Service Area	Milepost 397
Scottsville Service Area	Milepost 366
Clifton Springs Service Area	Milepost 337
Port Byron Service Area	Milepost 310
DeWitt Service Area	Milepost 280

Calculate Another Trip Back

Attachment: Travel docs (RES-2025-450 : Travel Request)

Thruway Authority

Toll and Distance Calculator

Tolls Rates Effective Jan. 1, 2025

Tolls from
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13
to
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS & TOLLS BY MAIL *
Exit 34 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	$0.71	$1.24
Exit 34A (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	$0.11	$0.19
Exit 35 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	$0.19	$0.33
Exit 36 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	$0.31	$0.54
Exit 39 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	$2.70	$4.73
Exit 44 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	$0.18	$0.32
Exit 45 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	$0.54	$0.94
Exit 46 (I-90 - NYS Thruway) --> Exit 47 (I-90 - NYS Thruway)	$0.76	$1.32
Exit 47 (I-90 - NYS Thruway) --> Williamsville Highway Gantry	$1.96	$3.43
Total	**$7.46**	**$13.04**
NY E-ZPASS CUSTOMERS WILL SAVE $5.58. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY		

*** Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.**

Approximate Distance: 158.8 miles

Calculate return tolls for Niagara Falls - I-290 to Canastota - Oneida - Chittenango - NY Route 13

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Chittenango Service Area	Milepost 266
Warners Service Area	Milepost 292
Junius Ponds Service Area	Milepost 324
Seneca Service Area	Milepost 350
Ontario Service Area	Milepost 376
Clarence Service Area	Milepost 412

Calculate Another Trip Back

Attachment: Travel docs (RES-2025-450 : Travel Request)

Hilton
FOR THE STAY

Language English | Find Stay | Join | Sign In

Your Stay Edit Stay

Hampton Inn & Suites Cazenovia

[redacted] (13 nights)

1 room for 1 adult

Payment and Guest Details

*Per front desk, cost for Morrisville students is $96/night with additional $20 upcharge for suites

Total for stay $3,625.44

Hide price details

	Price in $USD
1 King Microwv/fridge/wet Bar Studio Suite Ns	
Flexible Rate	
[redacted] 2025	$249.00
[redacted] 2025	$249.00
[redacted] 2025	$249.00
[redacted] 2025	$249.00
[redacted] 2025	$249.00
[redacted] 2025	$249.00
[redacted] 2025	$249.00
[redacted] 2025	$249.00
[redacted] 2025	$249.00
[redacted] 2025	$249.00
[redacted] 2025	$249.00
[redacted] 2025	$249.00
[redacted] 2025	$249.00
Total room charge	**$3,237.00**
8.00 % per room, per night	
4.00 % per room, per night	
Total taxes	**$388.44**

Total for stay: $3,625.44

Guarantee and cancellation policy

Book now, pay later

There is a Credit Card required for this reservation. **Free cancellation before 11:59 PM local hotel time on** [redacted]

All fields are required unless marked optional.

Payment

Attachment: Travel docs (RES-2025-450 : Travel Request)

Card number

Month **Year**

Guest information

First name

Last name

Email

Phone

Country/Region

USA

Address

Address 2 (Optional)

ZIP

City

State

Add guest names

Attachment: Travel docs (RES-2025-450 : Travel Request)

Always get our best rates

Join Hilton Honors for free

Subject to the Hilton Honors program terms and conditions

Special requests

Traveling with a pet, service animal, etc.

Add special requests

View optional services

Consent and privacy

By selecting "Book Reservation," I agree to the Rules and Restrictions, Site Usage Agreement, and agree that Hilton will collect, use, share and transfer my information as set out in Hilton's Global Privacy Statement.

California consumers, learn more about Hilton's collection and use of your personal information.

I also agree to the Hilton Honors Program Terms and Conditions.

No deposit required

Book Reservation

*In-Room WiFi Internet access may not be complimentary at properties with a resort charge.

How can we help?

+1-800-HAMPTON

Global support numbers

Customer Support

Online reservation assistance.

Hilton Honors Discount Terms & Conditions

Global Privacy Statement

Web Accessibility

Site Usage Agreement

Partner Accommodations Terms

Modern Slavery and Human Trafficking

Attachment: Travel docs (RES-2025-450 : Travel Request)

AdChoices ▷

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Attachment: Travel docs (RES-2025-450 : Travel Request)

U.S. General Services Administration

FY 2025 per diem rates for ZIP Code 13408

Meals and incidental expenses (M&IE) rates and breakdown

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and lastday of travel
Standard Rate	Applies for all locations without specified rates	$68	$16	$19	$28	$5	$51.00

Attachment: Travel docs (RES-2025-450 : Travel Request)

ENVIRONMENTAL TRAINING CENTER at SUNY MORRISVILLE

Basic Laboratory Procedures

[redacted]

Register

Registration open through [redacted] 11:59 PM Eastern Time (US & Canada)

Join Wait List

Details

$650.00 - This 30 hour course meets the NYS Department of Environmental Conservation certification requirements for laboratory proficiency. Participants must bring their own simple calculator, lab coat, and goggles. Textbook is provided at no additional charge.

Prerequisites

Basic Operations

Price

Registration is $650.00

Location

Galbreath Hall 141

About Us

ENVIRONMENTAL TRAINING CENTER at SUNY MORRISVILLE

Attachment: Travel docs (RES-2025-450 : Travel Request)

ENVIRONMENTAL TRAINING CENTER at SUNY MORRISVILLE

Basic Operations

[redacted]

Register

Registration open through [redacted] 11:59 PM Eastern Time (US & Canada)

Register Now

Details

$1,100.00 - This 60 hour course is designed and approved by the NYS Department of Environmental Conservation to prepare wastewater treatment plant operators for the certification exam. Textbooks for the course are *Operation of Wastewater Treatment Plants, Volumes I and II, 8th Edition*, by the University of California at Sacramento. You can order in advance from the campus bookstore by calling 315-684-6073. Participants must bring their own simple calculator.

ETC students can now purchase their manuals on the Campus Store's website at https://bookstore.morrisville.edu/category/10004437. Shipping is $14 for the first manual, +$2 for each additional manual.

Prerequisites

Basic Operations

Price

Registration is $1,100.00

Location

Galbreath Hall 141

About Us

ENVIRONMENTAL TRAINING CENTER at SUNY MORRISVILLE

Attachment: Travel docs (RES-2025-450 : Travel Request)

ENVIRONMENTAL TRAINING CENTER at SUNY MORRISVILLE

Activated Sludge Wastewater Treatment Process

[redacted]

Register

Registration open through [redacted] 11:59 PM Eastern Time (US & Canada)

Register Now

Details

$600.00 - This 24 hour course is required by the NYS Department of Environmental Conservation for persons pursuing an 'A' certification at any level. The textbook for this course is *Operation of Wastewater Treatment Plants, Volume I, 8th Edition*. You can order in advance by calling the campus store at 315-684-6073.

ETC students can now purchase their manuals on the Campus Store's website at https://bookstore.morrisville.edu/category/10004437. Shipping is $14 for the first manual, +$2 for each additional manual.

Prerequisites

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ENVIRONMENTAL TRAINING CENTER at SUNY MORRISVILLE

Attachment: Travel docs (RES-2025-450 : Travel Request)

ENVIRONMENTAL TRAINING CENTER at SUNY MORRISVILLE

Basic Laboratory Procedures

[redacted]

Register

Registration open through [redacted] 11:59 PM Eastern Time (US & Canada)

Register Now

Details

$650.00 - This 30 hour course meets the NYS Department of Environmental Conservation certification requirements for laboratory proficiency. Participants must bring their own simple calculator, lab coat, and goggles. Textbook is provided at no additional charge.

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Galbreath Hall 141

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ENVIRONMENTAL TRAINING CENTER at SUNY MORRISVILLE

Activated Sludge Wastewater Treatment Process

[redacted]

Register

Registration open through [redacted] 11:59 PM Eastern Time (US & Canada)

Register Now

Details

$600.00 - This 24 hour course is required by the NYS Department of Environmental Conservation for persons pursuing an 'A' certification at any level. The textbook for this course is *Operation of Wastewater Treatment Plants, Volume I, 8th Edition*. You can order in advance by calling the campus store at 315-684-6073.

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Prerequisites

Basic Operations

Price

Registration is $600.00

Location

Galbreath Hall 141

About Us

ENVIRONMENTAL TRAINING CENTER at SUNY MORRISVILLE

Attachment: Travel docs (RES-2025-450 : Travel Request)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30360 **RESOLUTION 2025-451** **ADOPTED**

Contract Extension - Bid 2023018 Boiler & Cooling Water Treatment Services M.I.S. of America, Inc. CRS No. 5462

The Engineering Department is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with M.I.S. of America, Inc. The terms and conditions within the current contract, bid 2023018 Boiler & Cooling Water Treatment Services will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from May 22, 2025 through May 21, 2027.

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

Funds for this request are available in G9916-4960.

Thank you for considering this request.

4/28/2025
Consent

FINANCIAL IMPACT:

G9916-4960

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

AGREEMENT

Let this document stand as an Agreement between M.I.S. of America, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with M.I.S. of America, Inc. Both parties agree that the terms and conditions specified in the executed contract for Boiler & Cooling Water Treatment Services, Bid 2023018 would remain the same. The term of this contract extension will be from May 22, 2025 through May 21, 2027 and be effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:
M.I.S. of America, Inc.

By: _____
Signature

Tom Walling
Printed name

WNY Rep.
Title

Date: 4/14/2025

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: TOA - MIS Extension Agreement Letter (RES-2025-451 : Contract Extension CRS No. 5462)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30361 **RESOLUTION 2025-452** **ADOPTED**

Change Order No. 1, Final Increase of $5,200 to CIR Electric WPCF: Building 13 UPS System Town of Amherst Project No. 2023.002A CRS #5464

The Engineering Department requests that the Town Board approve the above referenced change order which calls for a net increase in the contract price. This change order encompasses a cost reduction to delete the load bank test as well as a cost increase to cover 2 year warranty [total of 3 yrs.] associated with the new Building 13 UPS Unit, for a total net increase of $5,200.00 in contract price.

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

Funding for this request is available from the following source:

KP-2136-4972 $5,200.00

May we have your approval to award CIR Electric the above referenced Change Order? Thank you for considering this request.

4/28/2025
Consent

FINANCIAL IMPACT:

KP-2136-4972

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

Rink, Richard

From: David M. Schlant <dmschlant@meengineering.com>
Sent: Thursday, February 20, 2025 1:29 PM
To: Gene Swanson
Cc: Rink, Richard; Suszynski, Jerome; Vaillancourt, Andrew; Poslinski, Michael; Reilly, Daniel; Brian P. Thompson; Philip A. Bonfante
Subject: Amherst WPCF - Building No. 13 UPS
Attachments: 231029_CIR_2025-02-11_LoadBankCredit.pdf; Town of Amherst Warranty & Service Plans.pdf; 231029_MEE_2024-02-20_MtgMinutes-#4.pdf

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.

Gene,

As noted in the meeting minutes, the Town has decided to delete the load test from the project scope and apply the $3,500 credit offered toward the cost of a two-year warranty extension for $8,700. A change order in the amount of $5,200 will be generated to cover the difference.

The Town asks that the start-up and training be scheduled for the morning of Wednesday, March 12th with a back-up date of March 26th in the event conditions at the facility prevent the shutdown required to do the start-up on the 12th. Please confirm that schedule as soon as possible.

Thanks,
Dave

David M Schlant, PE, LEED AP, NYS CEO
Principal

716.845.5092 ext. 1273 | C: 716.435.8504 | dmschlant@meengineering.com
Suite 320, 60 Lakefront Boulevard | Buffalo, NY 14202
www.meengineering.com

Attachment: UPS Correspond from M&E to CIR re Change Order #1-2.20.25 (RES-2025-452 : Change Order No. 1 - Final)

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Amherst Water Pollution Control Fac. Building No. 13 UPS Replacement 455 Tonawanda Creek Road Buffalo, NY 14228	Contract For: 2023.002A Date: 07-23-2024	Change Order Number: 001 Date: 03-20-2025
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
Town of Amherst Engineering Dept. 1100 North Forest Road Buffalo, NY 14221	M/E Engineering, P.C. 60 Lakefront Blvd., Ste 320 Buffalo, NY 14202	CIR Electric 2517 Long Road Grand Island, NY 14207

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Delete the load test in favor of a credit in the amount of $3,500 and apply that toward the purchase of a two-year warranty extension costing $8,700. The net amount of $5,200 is added via this change order.

The original was	$	151,600.00
The net change by previously authorized Change Orders	$	0.00
The prior to this Change Order was	$	151,600.00
The will be increased by this Change Order in the amount of	$	5,200.00
The new including this Change Order will be	$	156,800.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 03-12-2025

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

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

ARCHITECT *(Signature)*	CONTRACTOR *(Signature)*	OWNER *(Signature)*
BY: David M. Schlant, Principal, PE *(Printed name, title, and license number if required)*	BY: CIR Gene Swanson Pres *(Printed name and title)*	BY: TOA *(Printed name and title)*
March 20, 2025 *Date*	3-20-25 *Date*	*Date*

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User Notes: (67dc150ccf47)

Attachment: UPS Change Order #1_Form & Backup_2025-03-20_Signed (RES-2025-452 : Change Order No. 1 - Final)

CIR ELECTRICAL CONSTRUCTION CORP.

2517 Long Rd
Grand Island NY 14072
Phone: (716) 362-5000
Fax: (716) 362-5010

☒ Proposal

☐ Change Order

SUBMITTED TO:	SUBMITTED BY:	DATE:
Town of Amherst	**Gene**	**2/11/25**
STREET ADDRESS:	JOB NAME:	
455 Tonawanda Creek Rd	**UPS Replacement**	
CITY, STATE, ZIP CODE:	JOB LOCATION:	
Amherst, NY 14228	**Building #13**	
ATTENTION:	EXISTING CONTRACT NUMBER:	OUR JOB NUMBER:
David	**N/A**	**N/A**

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR

1) Provide credit for not performing the load bank test on new UPS system as requested.

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR, COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM:

Three Thousand Five Hundred Dollars ($3,500.00)

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER ACCORDING TO SPECIFICATIONS SUBMITTED PER STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WITTEN ORDERS, AND WILL BECOME AN EXTRA, OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL.

AUTHORIZED SIGNATURE

PLEASE NOTE THE PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS

ACCEPTANCE BY CUSTOMER:

THE ABOVE PRICES AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE:

DATE OF ACCEPTANCE:

SIGNATURE:

Attachment: UPS Change Order #1_Form & Backup_2025-03-20_Signed (RES-2025-452 : Change Order No. 1 - Final)

CIR ELECTRICAL CONSTRUCTION CORP.

2517 Long Rd
Grand Island NY 14072
Phone: (716) 362-5000
Fax: (716) 362-5010

☒ Proposal

☐ Change Order

SUBMITTED TO:	SUBMITTED BY:	DATE:
Town of Amherst	**Gene**	**2/14/25**
STREET ADDRESS:	JOB NAME:	
455 Tonawanda Creek Rd	**UPS Replacement**	
CITY, STATE, ZIP CODE:	JOB LOCATION:	
Amherst, NY 14228	**Building #13**	
ATTENTION:	EXISTING CONTRACT NUMBER:	OUR JOB NUMBER:
David	**N/A**	**N/A**

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR

1) Provide Ultra Advantage service plan extensions for the new UPS system on site requested. Individual pricing is as follows:

1-year extension=$6,700.00
2-year extension=$13,300.00
3-year extension=$19,800.00

2) Provide extended warranty as requested. Pricing is as follows:

1-year extension=$4,600.00
2-year extension=$8,700.00
3-year extension=$13,500.00

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR, COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM:

See Pricing Listed Above

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER ACCORDING TO SPECIFICATIONS SUBMITTED PER STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WITTEN ORDERS, AND WILL BECOME AN EXTRA, OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL.

AUTHORIZED SIGNATURE

PLEASE NOTE THE PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS

ACCEPTANCE BY CUSTOMER:

THE ABOVE PRICES AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE:

DATE OF ACCEPTANCE:

SIGNATURE:

Attachment: UPS Change Order #1_Form & Backup_2025-03-20_Signed (RES-2025-452 : Change Order No. 1 - Final)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30363 **RESOLUTION 2025-453** **ADOPTED**

Change Order No. 2 Increase of $74,729 & Time Extension to Progressive Roofing Inc. WPCF: Roof System Improvements Town of Amherst Project No. 2016.002B CRS #5463

The Engineering Department requests the Town Board approve the above referenced change order, which calls for a $74,729.00 increase in the contract price, and a time extension in order to complete the work. The project substantial completion date of June 1, 2025 will be extended to July 31, 2025. This change order will cover the costs associated with the modifications to the wall panel connections, which is necessary for installing the new wall panels on Building No. 1. This item was unknown due to inaccurate as built information and until the existing wall panels were removed from the building during construction.

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

Funding for this request is available from the following source:

KP-2136-4972 $74,729.00

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

4/28/2025
Consent

FINANCIAL IMPACT:

KP-2136-4972

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

Watts Architects &Engineers
95 Perry Street
Suite 300
Buffalo, NY 14203

April 3, 2025

Michael J. Poslinski, Principal Engineer Assistant
Town of Amherst Engineering
Water Pollution Control Facility
455 Tonawanda Creek Rd.
Amherst, NY 14228

Re: Town of Amherst – Water Pollution Control Roof System Improvements
Contract Amendment NO. 02
Town of Amherst Project No. 2016.002B

Mr. Poslinski,

We have reviewed and recommend approval of the Cost Proposal from Progressive Roofing Inc. to provide and install new parapet connections at building 1 due to unforeseen existing conditions, for $83,194.00. We recommend a 60-day time extension with a new completion date of July 31, 2025.

Remaining General Construction Contingency Allowance: ($8,465.00)

Total for above cost proposal, less construction contingency allowance: $74,729.00

If you have any questions regarding these recommendations, please contact me at your earliest convenience.

Sincerely,

Justina L. Zifchock, AIA

WATTS ARCHITECTS & ENGINEERS
95 Perry Street, Suite 300
Buffalo, NY 14203

Attachment: Watts Recommendation Letter 4-3-25 (RES-2025-453 : Change Order No. 2)

Progressive Roofing
Town of Amherst Water Pollution
Change Proposal

Date: 12/11/2024

PCO Number: 3

Description: Unforseen Issue: After removing the existing pre-cast wall panels, new design was necessary for installing new wall panels

Item	Self-Perform Labor	Self-Perform Material	Subcontractor Labor	Subcontractor Material
1. Upper Connection Angle (71 hrs)	6,342	2,824	All Labor is based on 75% JR 25% I	
Lower Connection Angle (246 hrs)	21,534	647		
2. Provide Boom lift for ange removal	4,773			
3. Remove existing upper and lower angle (estimated amount for repairing the existing clips to accept the new walls: found during construction but no detail exists)	25,000			
4.				
5. Infill Concrete Patch (Morris Masnory)			7,828	
Labor Breakdown based on JR- 86.62 FR-93.90 25%FR for HRS				
Subtotals	$57,649	$3,471	$7,828	$0
15% OH & P Self-Performed	$11,530	$694		
5% OH & P Subcontractor			$391	$0
Subtotals with Mark-up	$69,179	$4,165	$8,219	$0
Total Labor				**$77,398**
Total Material				**$4,165**
Subtotal				**$81,563**
Bond Costs (if applicable)	2%			**$1,631**
TOTAL CHANGE				**$83,194**

Schedule Implications
☐ Yes ☐ No
Number of Days:

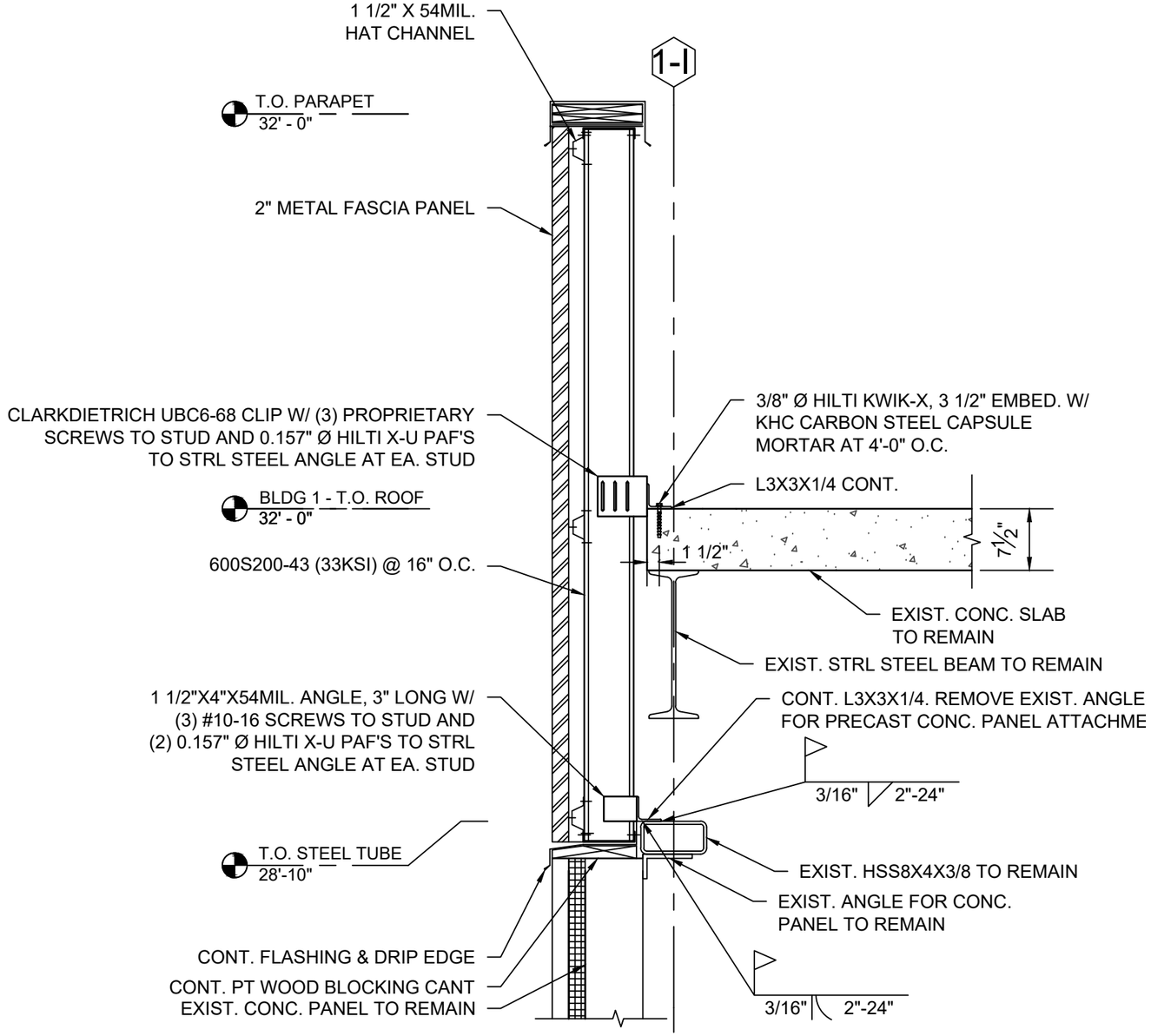
NOTE: ALL DEDUCT CHANGES MUST INCLUDE OH & P

Signature

Date

NOTE: ATTACH ALL APPLICABLE BACKUP INFORMATION

Attachment: Progressive Roofing PCO 3 (Bldg 1 Parapet Connection) 02.11.25 (RES-2025-453 : Change Order No. 2)



1 BUILDING 1 PARAPET SECTION

SCALE: 3/4" = 1'-0"

Watts Architects &Engineers
95 Perry Street, Suite 300
Buffalo, NY 14203

project
WATER POLLUTION CONTROL ROOF SYSTEM IMPROVEMENTS

sheet title
BUILDING 1, 7 & 41 ROOF WIND PRESSURE DESIGN LOADING

drawing history

number	date	description	by

proprietary notes:
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF WATTS ARCHITECTURE & ENGINEERING AND ITS CONSULTANTS, AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF WATTS ARCHITECTURE & ENGINEERING. UNAUTHORIZED ALTERATION OR ADDITION TO ANY SURVEY DRAWING, DESIGN, SPECIFICATION, PLAN OR REPORT IS A VIOLATION OF SECTION 7209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

project number: CVN
drawn by: CVN
checked by:
date: 2024
scale: As indicated

sheet number
SK-01

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Attachment: Progressive Roofing PCO 3 (Bldg 1 Parapet Connection) 02.11.25 (RES-2025-453 : Change Order No. 2)

Change Order

PROJECT: *(Name, address and Project File No.)*

CHANGE ORDER: # **2**
DATE: 4-3-25

WPCF: Roof System Improvements
Project No. **2016.002B**

TO CONTRACTOR: *(Name and address)*
Progressive Roofing Inc.
331 Grote Street
Buffalo, NY 14207

The Contract is changed as follows:
(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. After removing the existing pre-cast wall panels on Building No. 1, a new connection design was necessary for installing the new wall panels.

Contractor Cost Proposal	$83,194.00
Remaining Allowance on Contract	- $8,465.00
Change Order Cost	$74,729.00

2. Requesting that the project substantial completion date of June 1, 2025 be extended to July 31, 2025.

All other terms and conditions remain the same.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 1,480,000.00
The net change by previously authorized Change Orders	$ 0.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 1,480,000.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of	$ 74,729.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 1,554,729.00
The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by	(60) days
The date of Substantial Completion as of the date of this Change Order therefore is	July 31, 2025

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

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

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
Watts Architecture & Engineering	Progressive Roofing Inc.	Town of Amherst
ADDRESS: 95 Perry Street, Suite 300 Buffalo, NY 14203	ADDRESS: 331 Grote Street Buffalo, NY 14207	ADDRESS: 5583 Main Street Williamsville, NY 14221
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(*Typed name*)	(*Typed name*)	(*Typed name*): Brian J. Kulpa
DATE	DATE	DATE

Attachment: Change Order #2 Form - Progressive Roofing (#2016.002B) 04.03.25 (RES-2025-453 : Change Order No. 2)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30365 **RESOLUTION 2025-454** **ADOPTED**

Erie County Piggyback – Kenyon Pipeline Inspection LLC Cured-In-Place Pipe Lining Services CRS No. 5437

The Engineering Department is requesting that the Town Board authorize the extension of the piggyback Erie County contract No. 222253-02 with Kenyon Pipeline Inspection LLC for Cured-In-Place Pipe Lining services. The services of this contract will be utilized to re-line sections of the Town's sewer system. This contract will be valid through March 31, 2027.

Funding for this contract will be Town-wide and various and inclusive of a bond account KP2516-4972.

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

Thank you for considering this request.

4/28/2025
Consent

FINANCIAL IMPACT:

Town-wide; and inclusive of a bond account KP2516-4972.

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

Attachment: SIGNED - Agreement Extension through 3-2027 (RES-2025-454 : Erie County Piggyback – Kenyon Pipeline Inspection LLC)

AGREEMENT

Let this document stand as an Agreement between Kenyon Pipeline Inspection, LLC and the Town of Amherst permitting the Town of Amherst to participate in the Cured-In-Place Pipe Lining services under the Erie County Contract Bid Contract 222253-02 for the contract term through March 31, 2025 through March 31, 2027.

Agreed to and Accepted by:

KENYON PIPELINE INSPECTION, LLC

By: Kevin Mitchell
Signature

Kevin Mitchell
Printed name

Project Manager
Title

Date: 4/3/25

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

DIVISION OF PURCHASE

October 30, 2024

Kenyon Pipeline Inspection
68 Park Road
Queensbury, NY 12804
Attn: Jason R. Kenyon

Re: Bid #222253-002 – "Cured-in-Place Pipe Lining"

Dear Mr. Kenyon:

The County of Erie wishes to extend this agreement for an additional two years, through March 31, 2027, under the same prices, terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the "Instructions to Bidders". This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond **within seven days upon receipt of this request.**

After approval and execution by the County, a fully signed copy will be returned to you for your files.

_X_ Yes, I agree to extend ____ No, I do not wish to extend

Please complete and submit the following documentation if indicated for any bid extension agreed upon:

____ Insurance Form ___Workers Compensation Form

Company Name: Kenyon Pipeline Inspection, LLC

Representative (Please print): Kevin Mitchell Title: Project Manager

Signature: Kevin Mitchell Date: 11/1/2024

Sincerely,

James D. Kucewicz
Buyer

Vallie M. Ferraraccio
Director of Purchase

11/7/2024
DATE

Attachment: KPI.Extension.thru.March2027 (RES-2025-454 : Erie County Piggyback – Kenyon Pipeline Inspection LLC)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30336 **RESOLUTION 2025-455** **ADOPTED**

Contract Extension - CRS #5439

Authorize the Supervisor to sign a contract extension between the Town of Amherst and Julie's Portable Toilets for portable toilet rentals from 3/20/25-3/19/27.

4/28/2025
Consent

FINANCIAL IMPACT:

Town-wide contract, various accounts

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

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
ERIE COUNTY, NEW YORK

Northtown Center at Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132
Fax (716) 626-9087
www.amherst.ny.us

BRIAN J. KULPA
Supervisor

SHAWN A. LAVIN
Deputy Supervisor

MARY-DIANA POULI, Executive Director

KRISTA KRAUSE
Chairperson, Youth Board

TIMOTHY GARDNE
Chairperson, Rec Commissic

Julie's Portable Toilets agrees to hold prices and extend the current contract with the Town of Amherst for Portable Toilets (Town of Amherst Bid #2023009).

This contract will be extended for a two-year period effective March 20, 2025 through March 19, 2027.

SIGNED:

Vendor

Brian J. Kulpa, Supervisor
Town of Amherst

DATED: 4/7/25

DATED: _____

Attachment: Contract Extension 2025 (RES-2025-455 : Contract Extension - CRS #5439)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30342 **RESOLUTION 2025-456** **ADOPTED**

Travel Authorization

Authorize Linda Groff and Eric Guzdek to travel to the USA Hockey Annual Congress in Denver, CO. All costs will be paid by the New York State Amateur Hockey Association.

4/28/2025
Consent

FINANCIAL IMPACT:

None

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

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required — *REVISED 1/9/2023*

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
Linda Groff	9420	Youth & Rec	(716) 631-7132

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
6/3/2025	6/8/2025	Denver, CO	Attend the USA Hockey Annual Congress at no cost to the Town of Amhest as a the Recording Secretary of the New York State Amateur Hockey Association (USA Hockey District)

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.655			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @			
Meals:			
IRS Per Diem Per Day			
1st & Last Day of Travel @75%			
# Breakfasts @			
# Breakfasts @			
# Lunches @			
# Lunches @			
# Dinners @			
# Dinners @			
# Incidentals @			
Registration/Conference Fee			
Other			
Subtotal	$0.00		N/A
Contingency - 10% of subtotal or $200	$0.00		N/A
TOTAL	$0.00		

Request Approved By:

mary Diana Dulli

Department Head Signature

April 16, 2025

Date

Town Board :

Date of Town Board Approval

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area
For Expense Reimbursement

Attachment: USAH Annual Congress Travel Request (RES-2025-456 : Travel Authorization)

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required — *REVISED 1/9/2023*

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
Eric W. Guzdek	4327	Youth & Rec	(716) 631-7132

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
6/3/2025	6/8/2025	Denver, CO	Attend the USA Hockey Annual Congress at no cost to the Town of Amhest as a the President of the New York State Amateur Hockey Association (USA Hockey District)

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.655			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @			
Meals:			
IRS Per Diem Per Day			
1st & Last Day of Travel @75%			
# Breakfasts @			
# Breakfasts @			
# Lunches @			
# Lunches @			
# Dinners @			
# Dinners @			
# Incidentals @			
Registration/Conference Fee			
Other			
Subtotal	$0.00		N/A
Contingency - 10% of subtotal or $200	$0.00		N/A
TOTAL	$0.00		

Request Approved By:

Mary Diana Bouli

Department Head Signature

April 16, 2025

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area For Expense Reimbursement

Town Board :

Date of Town Board Approval

Attachment: USAH Annual Congress Travel Request (RES-2025-456 : Travel Authorization)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30400 **RESOLUTION 2025-457** **ADOPTED**

Rental Agreement (WNYRHL) - CRS #5475

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and WNY Roller Hockey League for the rental of NHL Rink #1 at the Northtown Center, pending successful completion of the contract routing process.

4/28/2025
Consent

FINANCIAL IMPACT:

A 7253 - $62,300.00 revenue

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

northtown center
at amherst

Revised 3/19/25

== LETTER OF UNDERSTANDING ==
WNY Roller Hockey League

Facility

Agreement Period

- *Tuesday, April 22, 2025 – Sunday, September 7, 2025*

Locker Rooms & Office Space

- Locker Rooms 1, 3, 7 and 9 will be made available to WNY Roller Hockey League, herein after WNYRHL, exclusively when the Northtown Center at Amherst, herein after NCAA, Rink 1 is used. The WNYRHL will handle the distribution of the locker room keys to their groups as needed.
- Locker Room 5 A/B will also be exclusively available for use during the period of this agreement.
- The Referee's Locker room and Coaches Locker room on the north (Rink 1) end of the building will also be available to be signed out at Guest Services on a daily basis and should be returned when finished with them.
- The TOA will conduct locker room inspections on a daily basis to determine damages and charge appropriately as needed.
- The WNYRHL will be responsible for these rooms and their contents during the duration of this agreement. The WNYRHL further understands that the WNYRHL will be responsible for the safe keeping of the keys themselves. The WNYRHL understands that in the event that a key is lost or stolen, the WNYRHL will be responsible for reimbursing the Town of Amherst, herein after TOA, for the cost of "re-keying" the door(s).

Cleaning

- The TOA will assume responsibility for the cleaning of all locker rooms pertaining to Rink 1 as well as the rink itself including the seating areas and all player benches and boxes. The WNYRHL is also responsible for periodic inspections of these areas to ensure that no damages have occurred. Any damages will be billed accordingly.
- The WNYRHL will be responsible to clean and maintain the floor surface. The WNYRHL may make advance arrangements for the use of the TOA 'floor machine' through the facility Building Maintenance Department.

Attachment: WNY Roller Hockey League (RES-2025-457 : Rental Agreement (WNYRHL) - CRS #5475)

Floor

- **The TOA with the help of the WNYRHL will install the roller hockey floor on Rink 1.**
- Daily inspections of the floor surface will be conducted by WNYRHL. The WNYRHL will be responsible for sizing the floor as necessary to prevent hazardous conditions. TOA will provide replacement tiles and ban-saw equipment.

Sound System

- The WNYRHL will be issued the use of one sound system unit, including microphone for the duration of this season. The WNYRHL will provide for the security and safe keeping of the system and will return the system at the end of the season in the same condition in which it was originally received or be subject to reasonable repairs and/or replacement charges.
- No vulgar or offensive music shall be played at any time. Failure to comply may result in loss of sound system use.

League Operations

Scheduling

- The WNYRHL will have the right to operate roller hockey programs for their organization at the NCAA during this agreement period. WNYRHL will provide all referees, statisticians and officials.
- The WNYRHL will provide a draft schedule which will be finalized upon registration completion, a copy of which will be provided to the TOA Building Management Department one week in advance of all events. **All events including tournaments, additional practices / games must be approved by the TOA - NCAA Programming Department prior to release of said schedule.**
- **The WNYRHL will have staff to supervise all tournaments and additional practices / games. Failure to comply will result in loss of privileges.**

Auxiliary Services

- Food service concessions at the NCAA should be coordinated with the TOA's designated food and beverage contractor (Keith Radice 860-7429).

Exclusions

- The TOA will have exclusive rights to rink usage on the following days:
  - *Monday, May 26, 2025 – Building Closed for Holiday*
  - *Friday, July 4, 2025 – Building Closed for Holiday*
  - *Monday, September 1, 2025 – Building Closed for Holiday*
  - *Any other exclusions to be mutually agreed upon*
- Floor surface will be cleaned by TOA staff upon completion of any events.
- The WNYRHL understands that a protective surface is not placed over top of the roller hockey surface.

Ingress & Egress

- The WNYRHL will enter and exit the building at the normal points of entry/exit and in no way use the emergency exits unless an emergency exists.

Attachment: WNY Roller Hockey League (RES-2025-457 : Rental Agreement (WNYRHL) - CRS #5475)

Additional Considerations

- The WNYRHL will operate independent of the TOA Recreation Department Roller Hockey program (this includes camps and clinics).

Additional Opportunities

NARCh Tournament & TCS Roller Hockey Finals

- A WNYRHL/NCAA strategic partnership will be formed to generate greater number of teams for tournaments, including the NARCh Regional, TCS Roller Hockey Finals and any other Tournaments.
- Rink surface fees received during the **NARCh** Tournament will be solely that of the WNYRHL. The WNYRHL will be responsible for the payment of rink fees to the TOA.
- Rink surface fees received during the **TCS Roller Hockey Finals** will be solely that of the WNYRHL. The WNYRHL will be responsible for the payment of rink fees to the TOA.
- **The WNYRHL will have staff to supervise all tournaments. Failure to comply will result in loss of privileges.**

Advertising & Marketing

- The WNYRHL will be permitted to promote and host spectator-orientated roller hockey offerings, including professional, junior and related elite teams and games.
- WNYRHL will be permitted to market within and around NCAA upon execution of the agreement with banners, posters and fliers, and in-person (information desk staffed by WNYRHL personnel handing out informational fliers). **Prior approval is required by the TOA including banner placement within the facility. No banners or advertisements may be hung from the rink netting, rink doors or drywall.**
- **The WNYRHL is not permitted to hang any sponsorship banners in Rink 1 without prior approval by TOA.**

Communication

- The WNYRHL will provide the TOA with an educational Fact-sheet which scripts answers to frequently asked questions in order that TOA operational employees may cross sell the WNYRHL programs and offerings to the public.
- WNYRHL will be added to NCAA automated phone-greeting system.

Fitting

- WNY Roller Hockey elite team equipment fittings may be held at the NCAA during periods of stay. No collection of money is permitted on premise.
- **The WNYRHL is not permitted to sell any hockey equipment within the NCAA.**

Attachment: WNY Roller Hockey League (RES-2025-457 : Rental Agreement (WNYRHL) - CRS #5475)

Standard Operating Hours

- The WNYRHL will have use of Rink 1 (with the exception of those dates under the Exclusions heading) until 12 AM EST (Midnight) daily, during the entire period of this agreement. **Any use later than this must be approved by NCAA staff.**
- **TOA Building Management must be given advance notification to Tournament schedules.**

Fees

- The WNYRHL will pay **$3,115.00** per week for the use of Rink 1 and Locker Room 5 A/B payable to the Town of Amherst on a monthly basis, payable on the first day of the month, ***in advance*** of the month. Any partial weeks will be billed on a pro-rated basis. The TOA reserves the right to levy finance charges on balances over thirty days and reserves.

Indemnification

To the fullest extent permitted by law, Tenant 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, including but not limited to claims for personal injury and/or death to all persons arising out of the use of the premises by the Tenant or its officers, agents, and/or employees as well as the negligence, active or passive, of the Tenant its officers, agents and/or employees.

Tenant 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 Tenant's operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella or excess coverage shall be in an amount of at least $5,000,000.00.

Tenant shall furnish adequate proof of the existence of the above 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 and name the Town as a certificate holder and further assure that the policies shall be cancelled, reduced in the amount of coverage, surrendered or allowed to expire without the Landlord being provided with thirty (30) days prior written notice.

A failure by Tenant to procure the General Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying Agreement and subject the Tenant to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

Attachment: WNY Roller Hockey League (RES-2025-457 : Rental Agreement (WNYRHL) - CRS #5475)

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

No 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.

The Tenant 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.

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

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. 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.

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.

Proof of all player registration and USA Inline Insurance will be held by the WNYRHL.

Attachment: WNY Roller Hockey League (RES-2025-457 : Rental Agreement (WNYRHL) - CRS #5475)

Approval

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.

Town of Amherst

_____

Brian J. Kulpa, Supervisor
Supervisor, Town of Amherst

_____

Date

WNY Roller Hockey League

_____

Eric Haak, Co-Owner, President & CEO
WNY Roller Hockey League

3/24/25

Date

Attachment: WNY Roller Hockey League (RES-2025-457 : Rental Agreement (WNYRHL) - CRS #5475)

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 Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

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

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

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

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

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

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

Attachment: WNY Roller Hockey League (RES-2025-457 : Rental Agreement (WNYRHL) - CRS #5475)

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

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

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

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

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

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: WNY Roller Hockey League (RES-2025-457 : Rental Agreement (WNYRHL) - CRS #5475)

regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

WNY HOCKEY HOCKEY
Print Name of Company

By: _____
Signature

ERIC HAMM
Printed name

Date: 3/24/25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: WNY Roller Hockey League (RES-2025-457 : Rental Agreement (WNYRHL) - CRS #5475)

EXHIBIT "1"

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: WNY ROLLER HOCKEY

Signature: [signature]

Print Name: EMIL HAFAN

Title: GENERAL MANAGER

Date: 3/24/25

Revised 4.2017

Attachment: WNY Roller Hockey League (RES-2025-457 : Rental Agreement (WNYRHL) - CRS #5475)

WNYROLL-01 DSCHIEBLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/19/2024

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 # 100290819 Hub International Midwest West 251 Progress Way Suite 300 Waunakee, WI 53597	CONTACT NAME: Donna Schieble PHONE (A/C, No, Ext): (920) 453-9018 FAX (A/C, No): E-MAIL ADDRESS: donna.schieble@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company — 18058
INSURED WNY Roller Hockey League, Inc. 3843 Union Rd. Ste 15 Cheektowaga, NY 14225	INSURER B : Wesco Insurance Company — 25011
	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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK2634829-008	1/15/2025	1/15/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			PHUB893106-008	1/15/2025	1/15/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WWC3711629	5/30/2024	5/30/2025	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Amherst is listed as additional insured on the general liability when required by written contract on a primary and noncontributory basis.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Amherst, 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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
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Attachment: WNY Roller Hockey League (RES-2025-457 : Rental Agreement (WNYRHL) - CRS #5475)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Insured Detail

1a. Legal Name and address of Insured (Use street address only) WNY Roller Hockey Inc 3843 Union Rd Suite # 15 Cheektowaga, NY 14225 Work Location of Insured *(Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)*	**1b. Business Telephone Number of Insured** 716-903-2658 **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insured or Social Security Number** 461142027
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main ST Amherst, NY 14221	**3a.Name of Insurance Carrier** Wesco Insurance Company **3b. Policy Number of entity listed in box "1a":** WWC3711629 **3c. Policy effective period:** 5/30/2024 to 5/30/2025 **3d. The Proprietor, Partners or Executive Officers are:** ☑ **included** (Only check box if all partners/officers included) ☐ **all excluded or certain partners/officers excluded**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Matt Zender
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: _____ 7/11/2024
(Signature) (Date)

Title: Senior Vice President

Attachment: WNY Roller Hockey League (RES-2025-457 : Rental Agreement (WNYRHL) - CRS #5475)

13.T.3.a

Telephone Number of authorized representative or licensed agent of insurance carrier: 877-528-7878

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form . Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

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: WNY Roller Hockey League (RES-2025-457 : Rental Agreement (WNYRHL) - CRS #5475)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

Notice of Election of a Corporation which is Required to have Disability and Paid Family Leave Benefits Coverage for its Employees under the Disability and Paid Family Leave Benefits Law to Exclude the Sole Shareholder-Officer or One of Two Shareholder-Officers or Shareholder-Officers of the Corporation from Such Coverage

TO (print name and address of insurance carrier here): Wesco Insurance Company, 874 Walker RD STE 3 Dover, DE 19904

TAKE NOTICE that under the provisions of Section 212, subdivision 4 of the Disability and Paid Family Leave Benefits Law as amended, the corporation named below elects to exclude the executive officer(s) named below from coverage under the New York State Workers' Compensation Law with respect to all the policies issued to the corporation by the insurer named above.

Corporation Name: WNY Roller Hockey Inc.

Mailing Address: 3843 Union RD STE #15, Cheektowaga, NY 14225

Incorporated Under the Laws of the State of New York

Type (check one): ☐ One-person corporation

☑ Two-person corporation (A two-person corporation may elect to exclude one or both executive officers, provided that between them they own all the stock in the corporation, and that each officer owns at least one share of stock.)

Executive Officer(s) to be excluded from policy:

Name: Eric Haak Title: General Manager

Name: Jason Flowers Title: League Manager

CERTIFICATION

USE FOR ONE-PERSON CORPORATION

I, _____, certify that I am the sole executive officer of the above-named corporation; that I have been since _____ the sole owner of all issued and outstanding stock of the corporation and hold all the offices pursuant to paragraph (e) of Section 715 of the Business Corporation Law.

Signature of Officer _____ Date _____ Telephone Number _____

USE FOR TWO-PERSON CORPORATION

We, Eric Haak (Name), General Manager (Title), and Jason Flowers (Name), League Manager (Title), certify that we are the two executive officers of the above-named corporation, having been duly appointed by corporate resolution; that we have been since 2012 the sole owners of all issued and outstanding stock and that each of us owns at least one share of stock of the corporation, and that we hold all of the offices pursuant to paragraph (e) of Section 715 of the Business Corporation Law.

Signature of Officer _____ Date 3/25/15 Telephone Number 716-903-2648

Signature of Officer _____ Date 3/25/15 Telephone Number 716-444-2667

THIS ELECTION IS FINAL AND BINDING UPON THE OFFICER(S) NAMED UNTIL REVOKED BY THE CORPORATION.

Affix corporate seal below, if you have one. If the corporation does not have a seal, check here: ☐

See reverse for Section 212, Subd. 4 (WCL) and Sec. 715, Paragraph (3) of the Business Corporation Law.

DB-212.3 (10-17)

DB-212.3 10-17

Attachment: WNY Roller Hockey League (RES-2025-457 : Rental Agreement (WNYRHL) - CRS #5475)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Clerk
DOC ID: 30349

COMMUNICATION 2025-36 **APPROVED**

Request for Public Hearing - 3230 & 3238 Millersport Highway

Request from Sean Hopkins, Esq. for a public hearing with respect to the rezoning of 3230 & 3238 Millersport Highway from R-3 to MFR-4A.

This hearing has been scheduled for May 27th.

4/28/2025
Consent

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

April 18, 2025

Timothy J. Koller, Deputy Town Clerk
Town of Amherst Town Clerk's Office
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 3230 & 3238 from R-3 to MFR-4A [Z-2024-03]
Applicant/Project Sponsor: Emily's Gardens Estates Inc.

Dear Tim:

This letter is being submitted on behalf of the Project Sponsor to request that the Town Board adopt a resolution during its upcoming meeting to be held on Monday, April 28th for the purpose of scheduling a public hearing in connection with the pending request to amend the zoning classification 3230 and 3238 Millersport Highway from R-3 to MFR-4A.

The Planning Board held a public hearing on the requested rezoning of the Project Site during its meeting on Thursday, April 17th and adopted a resolution recommending that the Town Board issue a negative declaration pursuant to the State Environmental Quality Review Act ("SEQRA"), approve the requested amendment of the zoning classification of the Project Site from R-3 to MFR-4A.

The Project Sponsor is requesting that the public hearing be scheduled for the meeting of the Town Board to be held on **Tuesday, May 27th at 7:00 p.m.**

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Daniel Howard, Planning Director
Kevin Wyse, Emily's Gardens Estates Inc.
Michael Metzger, P.E., Metzger Civil Engineering PLLC

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Road, Suite 100 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Koller-Ltr-Request to Schedule Public Hearing-04-18-25 (COM-2025-36 : Request for Public Hearing - 3230 & 3238 Millersport

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Clerk
DOC ID: 30410

COMMUNICATION 2025-37

APPROVED

AAUW Buffalo Branch Request for Fee Waiver

AAUW Buffalo Branch is requesting a waiver from a Sign Permit Fee for their annual Book Sale. The Building Commissioner response is also attached.

4/28/2025
Consent

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

AAUW
Buffalo (NY) Branch

TOGETHER MAKING A DIFFERENCE

Empowering Women and Girls in the Western New York area since 1890!

Brian J. Kulpa
Amherst Municipal Building
5583 Main St
Williamsville, NY 14221

RECEIVED
Amherst Town Clerk

April 21, 2025

Dear Mr Kulpa:

I am writing to request a waiver of the fees for a sign permit and a temporary use permit. This year will be the 69th year for our AAUW-Buffalo Book Sale, and for at least the eighth time in the past few years we will be situated in Amherst – this year at 425 Essjay, in the Centerpointe complex. Although we have been working since mid-April to get things set up, the sale itself will be Wednesday, May 28 through Sunday, June 1.

Our intention during the sale is to have one sign directly outside our door and another near the edge of the street to direct our customers. Of course, there will also be signs in our windows.

The money raised from the book sale goes entirely to scholarships and educational programs/projects, most of which are open to the public. In addition to the community benefitting from the proceeds of the sale, it is also a means for people to purchase good books at reasonable prices and for people to turn over their "used" books to a good cause. Over 4,000 people walked through our doors during the five days of the sale in 2024 to purchase the more than 150,000 books we had available.

Please let me know if you have any questions, and I look forward to hearing from you.

Thank you.

Sincerely,

APR 21 2025 PM2:3

Betty Preble

Betty Preble, AAUW-Buffalo Booksale Committee member

Attachment: AAUW fee waiver request (COM-2025-37 : AAUW Buffalo Branch Request for Fee Waiver)

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

Memorandum

DATE: April 22, 2025

TO: Tim Koller, Deputy Town Clerk

FROM: Mark Berke, P.E., Commissioner of Building, Amherst Building Department

RE: Waiver of Fees for Temporary Sign Permit for AAUW-Buffalo Book Sale

The Amherst Building Department recommends approval of the waiver of fees for the AAUW's Buffalo Book Sale for two (2) temporary signs to be placed at 425 Essjay, in the Centerpointe Development.

The dates are as follows:

SIGNAGE DATES:
May 28, 2025 – June 1, 2025

A permit will still be required.

Mark S. Berke, P.E.
Commissioner of Building

CC: Francina J. Spoth, Town Clerk

Attachment: AAUW-Buffalo Book Sale temp sign fee waiver memo_2025 (COM-2025-37 : AAUW Buffalo Branch Request for Fee Waiver)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Clerk
DOC ID: 30402

COMMUNICATION 2025-38 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 1692 Maple Road Rezoning

Letter from Sean Hopkins, Esq. regarding a project update on the proposed rezoning of 1692 Maple Road.

4/28/2025
Referred to Town Attorney & Planning

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

April 23, 2025

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 1692 Maple Road from R-3 to OB [Z-2024-04]
Project Update Letter
Applicant/Project Sponsor: Dr. Michael Cicchetti and Dr. Corine Cicchetti

Dear Supervisor Kulpa and Councilmembers:

The Town Board held a public hearing in connection with its review of the pending request to amend the zoning classification of 1692 Maple Road (the "Project Site") from R-3 to OB during its meeting on Monday, April 7th. A copy of the PowerPoint presentation given to the Town Board during the public hearing on behalf of the Project Sponsor is attached as Exhibit "1".

During the public hearing, the Town Board requested that the Project Sponsor consider agreeing to a zoning condition that would prohibit mechanical equipment for the project from being located in the greenspace to be located between the eastern side of the proposed medical office building and the contiguous parcel to the east at 1700 Maple Road. The requested zoning condition has been evaluated by Carmina Wood Design and it has been determined that mechanical equipment will not be installed in the greenspace to be located between the eastern side of the medical office building and the contiguous parcel to the east at 1700 Maple Road.

An additional topic that was discussed during the public hearing was the two (2) zoning conditions recommended by the Planning Board in connection with the resolution it adopted by a unanimous vote on February 20, 2025 recommending that the Town Board approve the requested rezoning of the Project Site from R-3 to OB as follows:

1. That a 75 foot wide non-disturbance area or conservation easement be provided along the northerly portion of the site to provide a natural buffer to the existing residences northerly.

2. That future buildings on the site be limited to a maximum of thirty-five (35) feet in height from finished grade.

A copy of the resolution adopted by the Planning Board during its meeting on February 20, 2025 is provided at Exhibit "2". As mentioned during the public hearing, the Project Sponsor is willing to establish a Permanent Open Space area with a width of thirty feet (30') comprised of the northernmost portion of the Project Site. If the width of the Permanent Open Space area was increased to seventy five (75') feet, this would result in the need to eliminate approximately eight (8) parking spaces and the resulting twenty-four (24) parking spaces would not be adequate for the anticipated parking demand for medical professionals, staff and patients.

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Road, Suite 100 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsr-legal.com

Attachment: Kulpa-Project Update Ltr-04-23-25 (COM-2025-38 : Correspondence from Sean Hopkins, Esq. - 1692 Maple Road Rezoning)

An updated Concept Site Plan prepared by Carmina Wood Design [Drawing C-100 – Date: 04/23/25] depicting the thirty foot (30') wide Permanent Open Space area is attached as Exhibit "3". The Concept Site Plan has also been updated to depict "High Impact Screening" along the eastern and northern edges of the Project Site consisting of a six foot fence along with extensive plantings.

The Project Sponsor is proposing the following zoning conditions for the consideration of the Town Board in connection with the rezoning of the Project Site from R-3 to OB.

1. A thirty-foot (30) wide Permanent Open Space area shall be provided consisting of the northernmost portion of the project site for the purpose of providing a natural buffer for the benefit of the residential parcels directly north of the Project Site.

2. The maximum height of building to be constructed on the project site shall be fifty (50') as measured from finished grade.

3. There shall not be any mechanical equipment including but not limited to AC units, transformers, etc. located directly east of the principal building on the project site.

4. High Impact Screening as defined in Section 7-2-4B of the Zoning Code shall be provided along the eastern and northern boundaries of the Project Site. The Planning Board shall verify compliance with this Condition No. 4 during its review of a Site Plan Application for the development of the project site.

5. Conditions No. 1 to 4 shall be subject to a Declaration of Restrictions to be recorded at the Erie County Clerk's Office. The content and form of the Declaration of Restrictions shall be reviewed and approved by the Town Attorney's Office and the Zoning Enforcement Officer prior to recording at the Erie County Clerk's Office.

The Project Sponsor is requesting that the Town Board issue a Negative Declaration pursuant to the State Environmental Quality Review Act ("SEQRA") during its meeting on Monday, April 28th at 7:00 p.m. and approve the pending requested rezoning of the Project Site from R-3 to OB subject to the five (5) proposed zoning conditions set forth above.

If you have any questions regarding this letter or the pending request to amend the zoning classification of the Project Site from R-3 to OB, please feel free to contact me at 716.510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Attachment: Kulpa-Project Update Ltr-04-23-25 (COM-2025-38 : Correspondence from Sean Hopkins, Esq. - 1692 Maple Road Rezoning)

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Angela Marinucci, Councilmember
Michael Szukala, Councilmember
Steven Bengart, Esq., Town Attorney
Daniel Howard, AICP, Planning Director
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Vincent O. Hanley, Esq.
Dr. Michael Cicchetti
Dr. Corine Cicchetti
James DeVaughn
Patrick Sheedy Jr., P.E., Carmina Wood Design

Attachment: Kulpa-Project Update Ltr-04-23-25 (COM-2025-38 : Correspondence from Sean Hopkins, Esq. - 1692 Maple Road Rezoning)

EXHIBIT 1

Attachment: Kulpa-Project Update Ltr-04-23-25 (COM-2025-38 : Correspondence from Sean Hopkins, Esq. - 1692 Maple Road Rezoning)

Rezoning of 1692 Maple Road from R-3 to OB

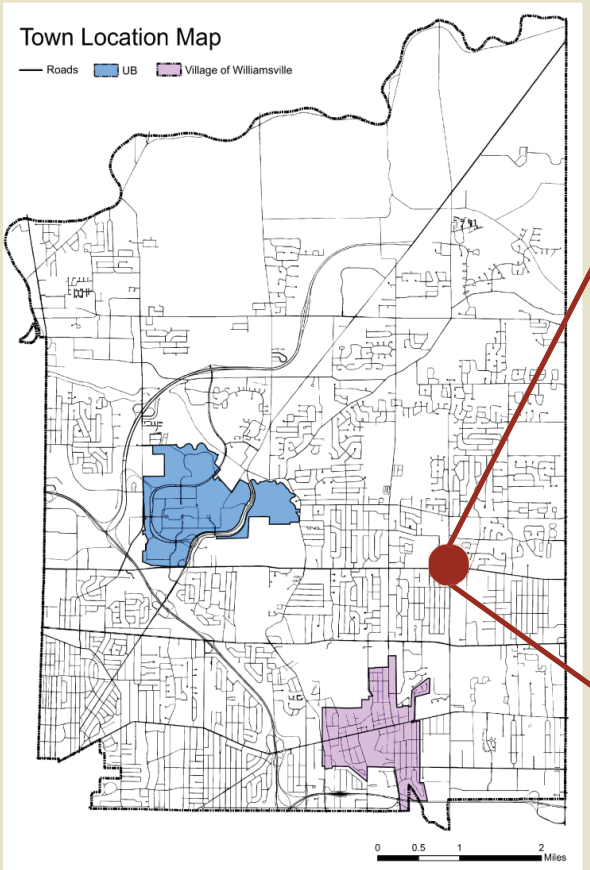
Town Board Public Hearing
April 7, 2025

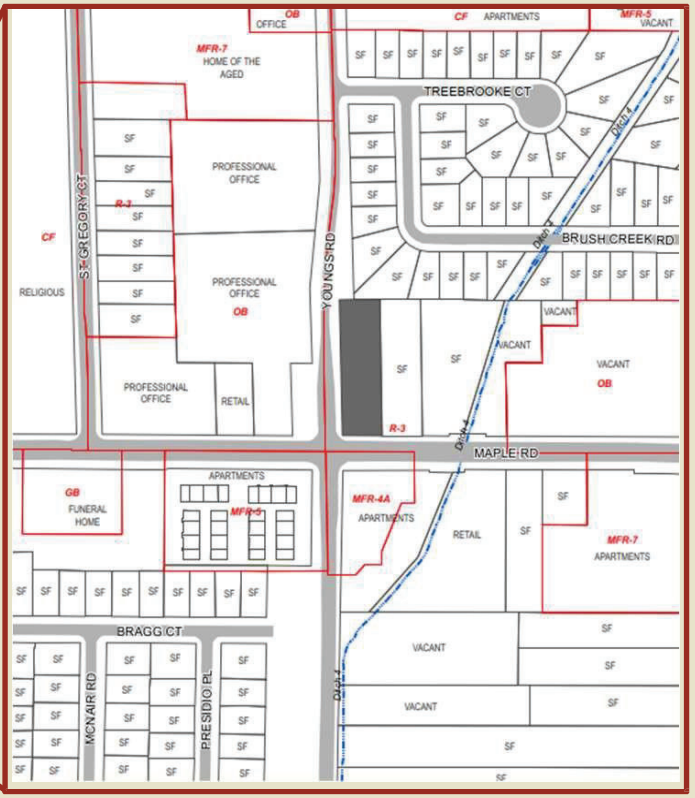
Project Sponsor: Michael & Corine Cicchetti

achment: Kulpa-Project Update Ltr-04-23-25 (COM-2025-38 : Correspondence from Sean Hopkins, Esq. - 1692 Maple Road Rezoning)

Description:

- Size of Project Site: .96 Acres
- Current Zoning: Residential District Three ("R-3")
- Proposed Zoning: Office Building District ("OB")
- The proposed project consists of the development of the parcel at 1692 Maple Road ("Project Site") as a single-story ambulatory surgery center building with all related site improvements.





Aerial Photograph of Project Site:

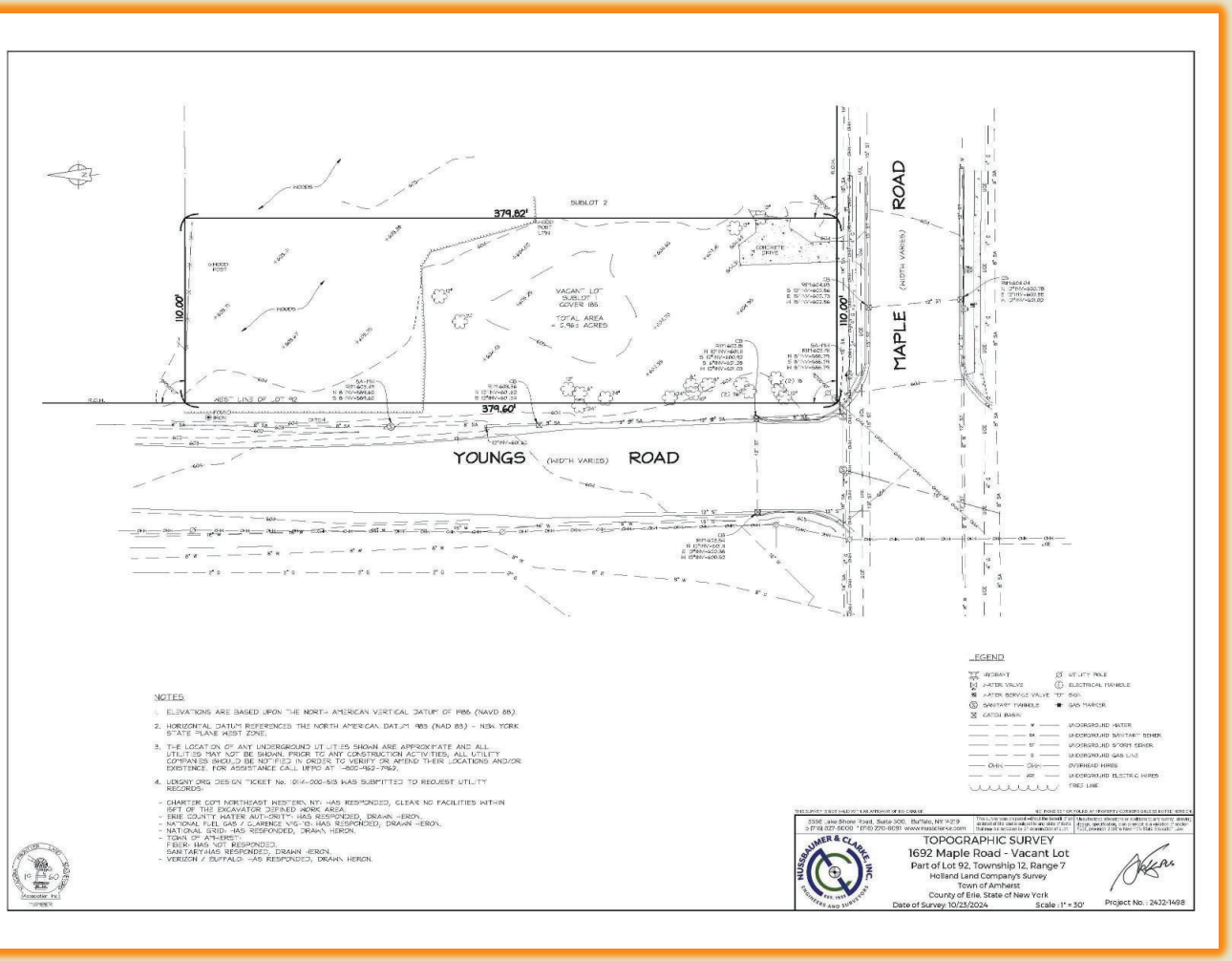


Aerial Photograph of Project Site & Surrounding Vicinity:

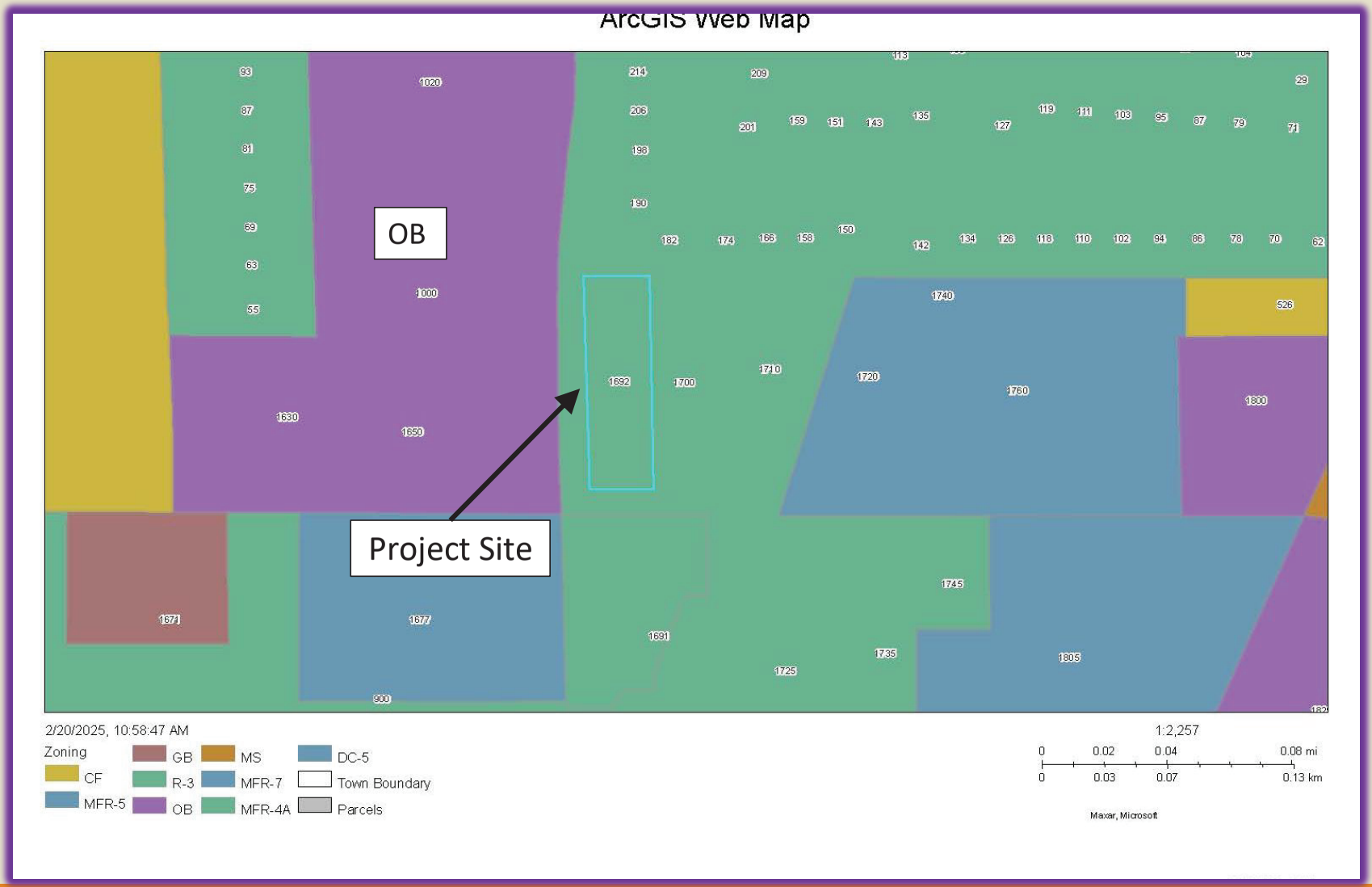


Project Description:

- Size of Project Site: .96 Acres
- Current Zoning: Residential District Three (“R-3”) since 1976
- Proposed Zoning: Office Building District (“OB”)
- The proposed project consists of the development of the parcel at 1692 Maple Road ("Project Site") as a single-story ambulatory surgery center building with all related site improvements.

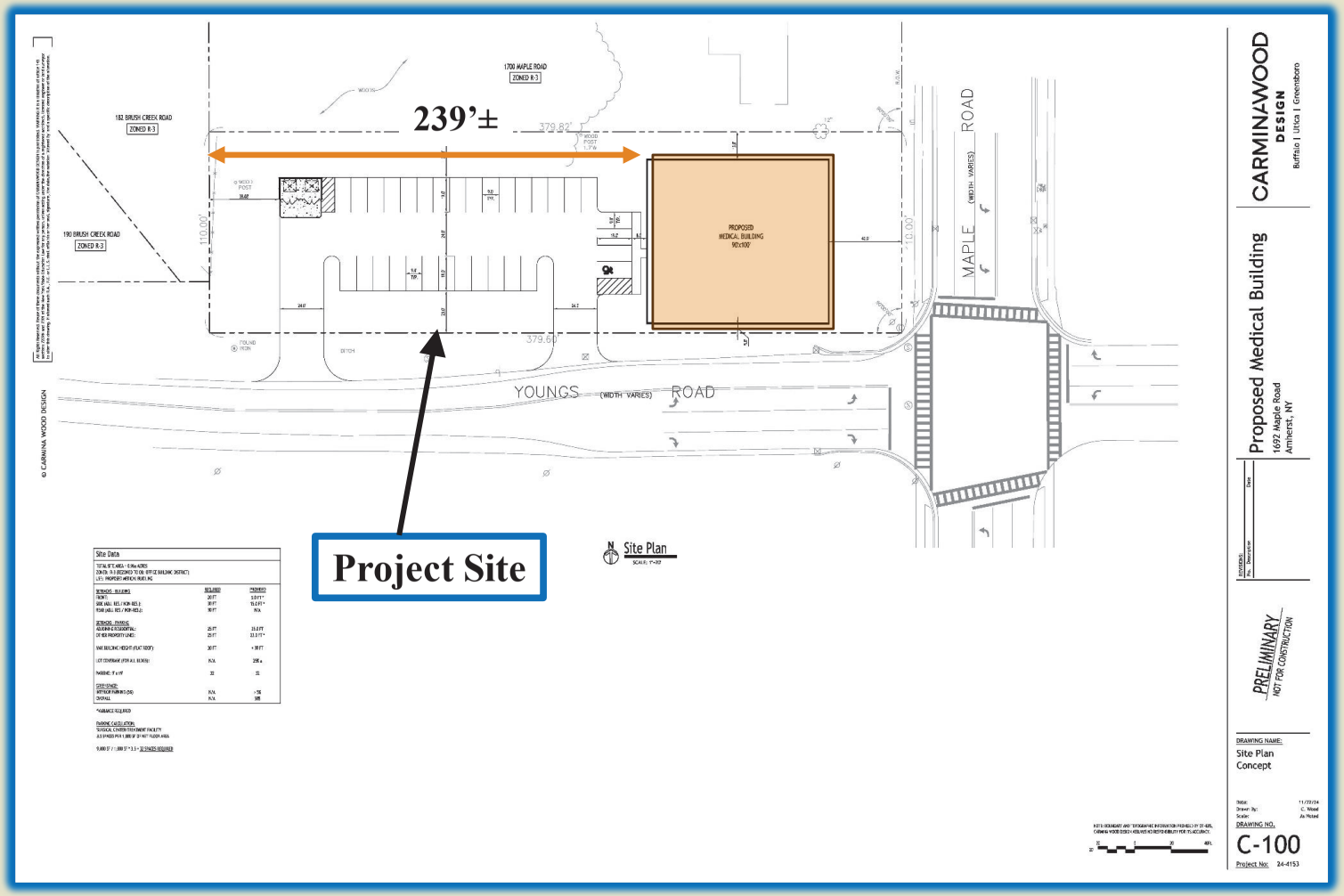


Various Zoning Classifications in Vicinity of Project Site:

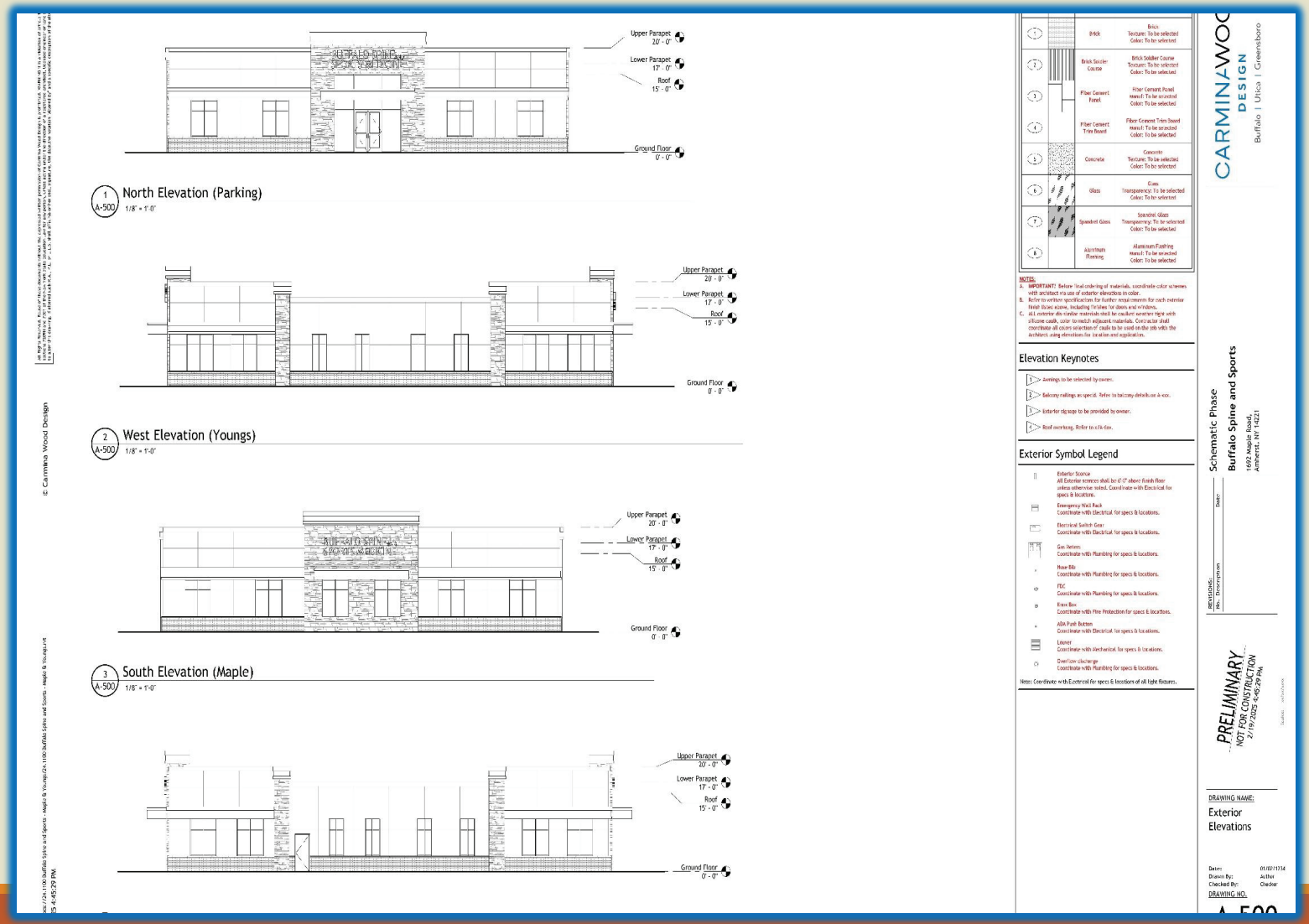


Concept Site Plan:

- 9,000 sq. ft. single-story building
- 32 parking spaces
- Approximately 50% greenspace
- Project requires Site Plan Approval from the Planning Board



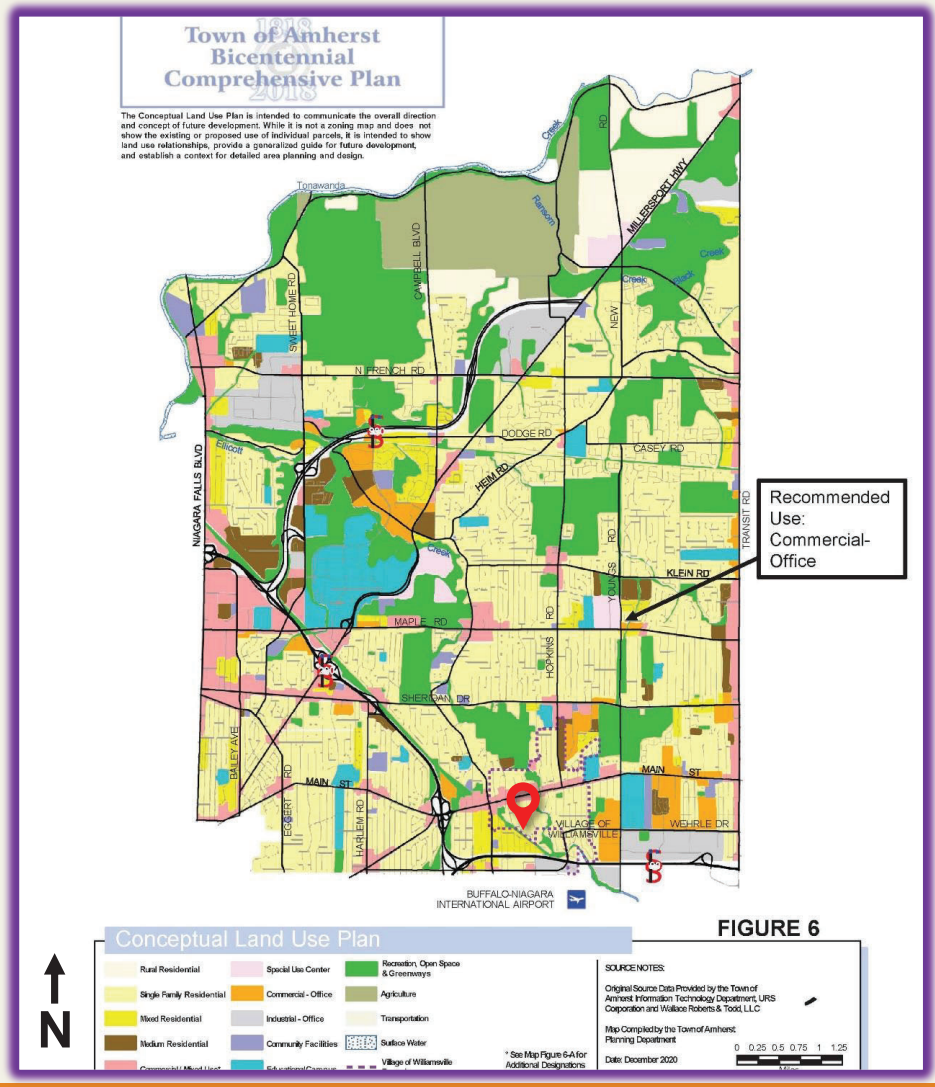
Conceptual Elevation Plan:



Consistency with Adopted Comprehensive Plan:

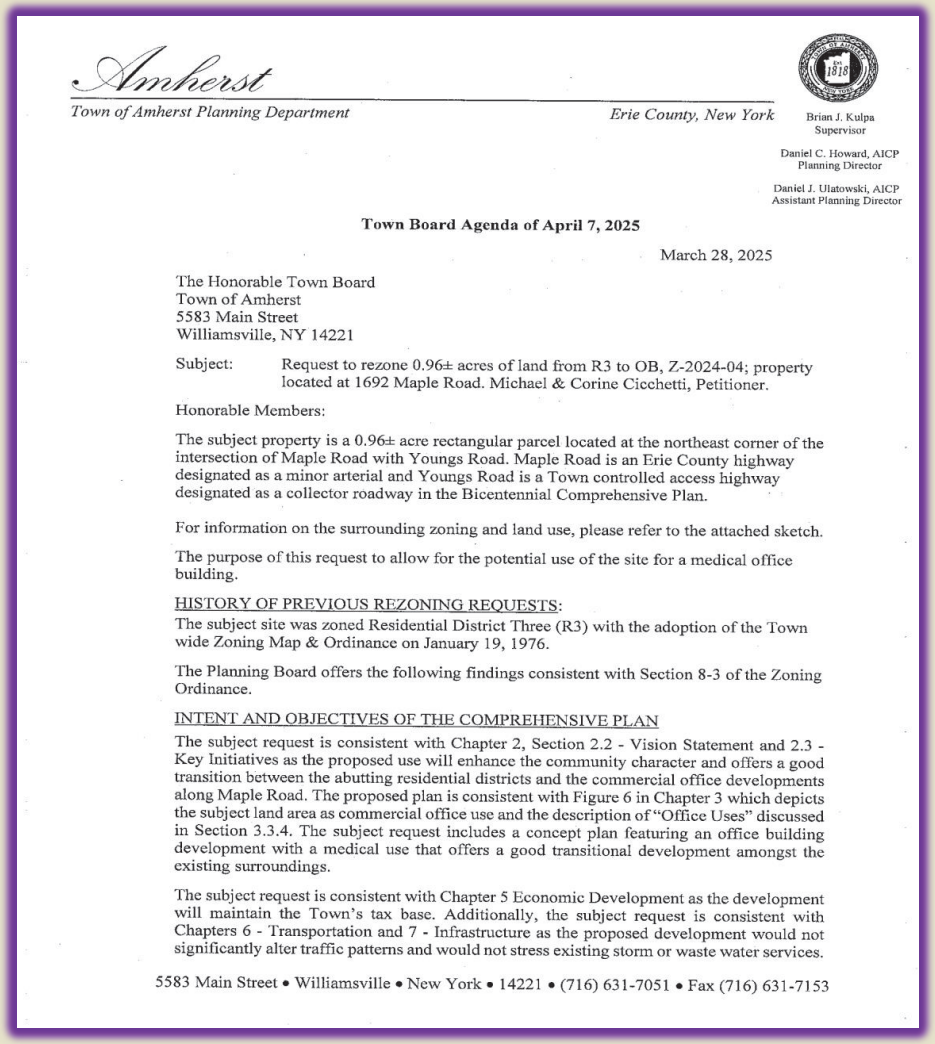
- Figure 6 of the adopted Bicentennial Comprehensive Plan ("Conceptual Land Use Plan") indicates the Project Site is appropriate for "Commercial Office" use
- Proposed medical office use
- Benefits of Infill Development





Consistency Comprehensive Plan:

- Consistent with Chapter 2, Section 2.2 - Vision Statement and 2.3 - Key Initiatives as the proposed use will enhance the community character and offers a good transition between the abutting residential districts and the commercial office developments along Maple Road.
- Consistent with Chapter 5 Economic Development as the development will maintain the Town's tax base.
- Consistent with Chapters 6 & 7 - Transportation - Infrastructure as the proposed development would not significantly alter traffic patterns and would not stress existing storm or wastewater services.



Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

Town Board Agenda of April 7, 2025

March 28, 2025

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

Subject: Request to rezone 0.96± acres of land from R3 to OB, Z-2024-04; property located at 1692 Maple Road. Michael & Corine Cicchetti, Petitioner.

Honorable Members:

The subject property is a 0.96± acre rectangular parcel located at the northeast corner of the intersection of Maple Road with Youngs Road. Maple Road is an Erie County highway designated as a minor arterial and Youngs Road is a Town controlled access highway designated as a collector roadway in the Bicentennial Comprehensive Plan.

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

The purpose of this request to allow for the potential use of the site for a medical office building.

HISTORY OF PREVIOUS REZONING REQUESTS:
The subject site was zoned Residential District Three (R3) with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976.

The Planning Board offers the following findings consistent with Section 8-3 of the Zoning Ordinance.

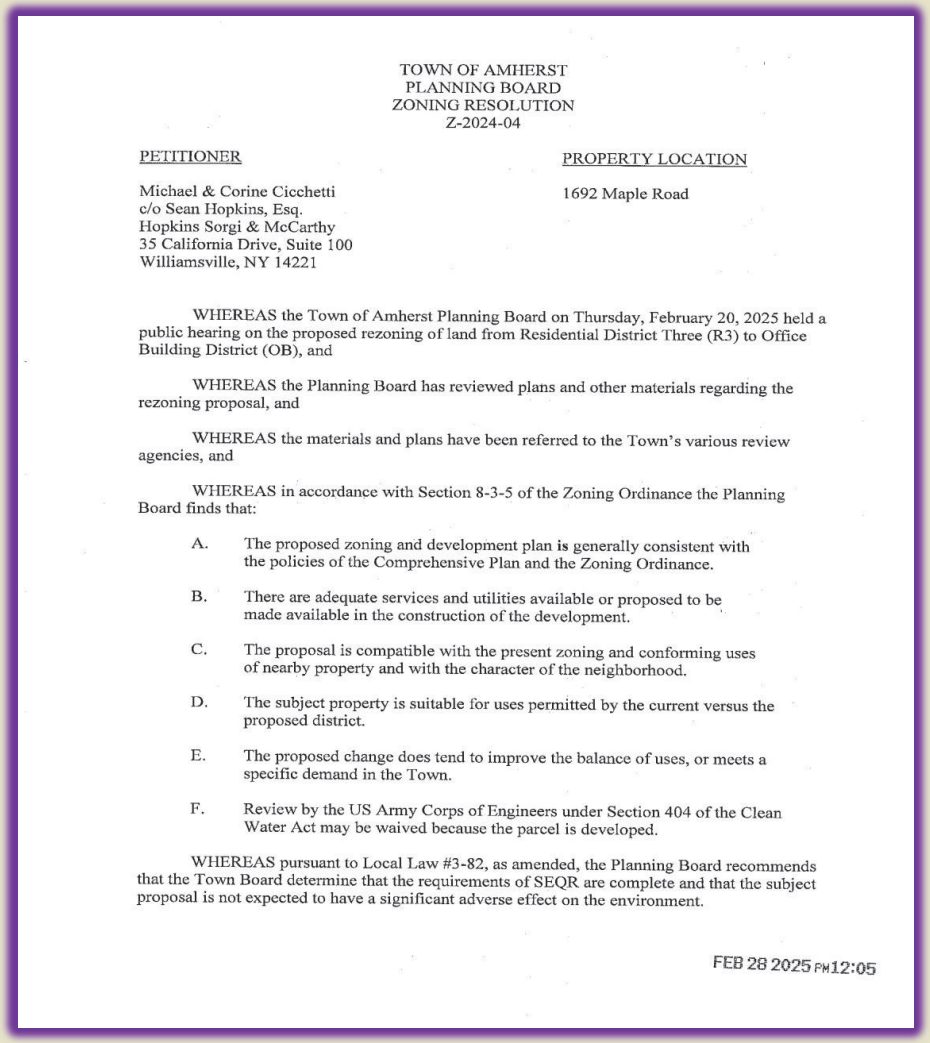
INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN
The subject request is consistent with Chapter 2, Section 2.2 - Vision Statement and 2.3 - Key Initiatives as the proposed use will enhance the community character and offers a good transition between the abutting residential districts and the commercial office developments along Maple Road. The proposed plan is consistent with Figure 6 in Chapter 3 which depicts the subject land area as commercial office use and the description of "Office Uses" discussed in Section 3.3.4. The subject request includes a concept plan featuring an office building development with a medical use that offers a good transitional development amongst the existing surroundings.

The subject request is consistent with Chapter 5 Economic Development as the development will maintain the Town's tax base. Additionally, the subject request is consistent with Chapters 6 - Transportation and 7 - Infrastructure as the proposed development would not significantly alter traffic patterns and would not stress existing storm or waste water services.

5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7153

Planning Board Recommendation Issued on February 20th:

- The Planning Board adopted a resolution on by a unanimous vote on February 20th recommending that the Town Board approve the requested amendment of the zoning classification of the Project Site from R-3 to OB
- Planning Board's Findings were as follows:
  - A. The proposed zoning and development plan is generally consistent with the policies of the Comprehensive Plan.
  - B. There are adequate services and utilities available or proposed to be made available in the construction of the development.
  - C. The proposal is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.
  - D. The subject property is suitable for uses permitted by the current versus the proposed district.
  - E. The proposed change does tend to improve the balance of uses or meets a specific demand in the Town.
  - F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived because the parcel is developed.



TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2024-04

PETITIONER

Michael & Corine Cicchetti
c/o Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy
35 California Drive, Suite 100
Williamsville, NY 14221

PROPERTY LOCATION

1692 Maple Road

WHEREAS the Town of Amherst Planning Board on Thursday, February 20, 2025 held a public hearing on the proposed rezoning of land from Residential District Three (R3) to Office Building District (OB), and

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

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

WHEREAS in accordance with Section 8-3-5 of the Zoning Ordinance the Planning Board finds that:

A. The proposed zoning and development plan is generally consistent with the policies of the Comprehensive Plan and the Zoning Ordinance.

B. There are adequate services and utilities available or proposed to be made available in the construction of the development.

C. The proposal is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

D. The subject property is suitable for uses permitted by the current versus the proposed district.

E. The proposed change does tend to improve the balance of uses, or meets a specific demand in the Town.

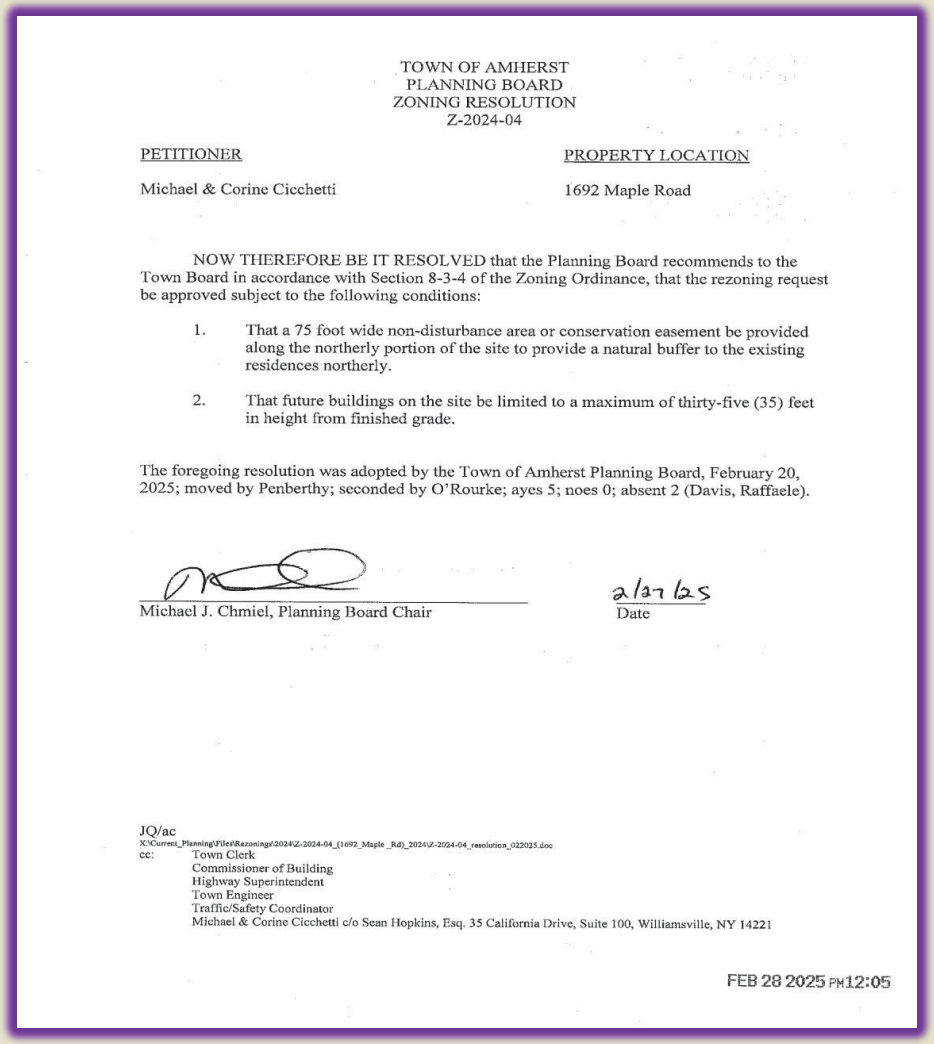
F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived because the parcel is developed.

WHEREAS pursuant to Local Law #3-82, as amended, the Planning Board recommends that the Town Board determine that the requirements of SEQR are complete and that the subject proposal is not expected to have a significant adverse effect on the environment.

FEB 28 2025 PM12:05

Planning Board Recommendation Issued on November 17, 2002:

- The Planning Board recommended two zoning conditions as follows:
  - 1. That a 75 ft. foot wide non-disturbance area or conservation easement be provided along the northerly portion of the site to provide a natural buffer to the existing residences northerly.
  - 2. That future buildings on the site be limited to a maximum of thirty-five (35) feet in height from finished grade.



TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2024-04

PETITIONER: Michael & Corine Cicchetti

PROPERTY LOCATION: 1692 Maple Road

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the rezoning request be approved subject to the following conditions:

1. That a 75 foot wide non-disturbance area or conservation easement be provided along the northerly portion of the site to provide a natural buffer to the existing residences northerly.
2. That future buildings on the site be limited to a maximum of thirty-five (35) feet in height from finished grade.

The foregoing resolution was adopted by the Town of Amherst Planning Board, February 20, 2025; moved by Penberthy; seconded by O'Rourke; ayes 5; noes 0; absent 2 (Davis, Raffaele).

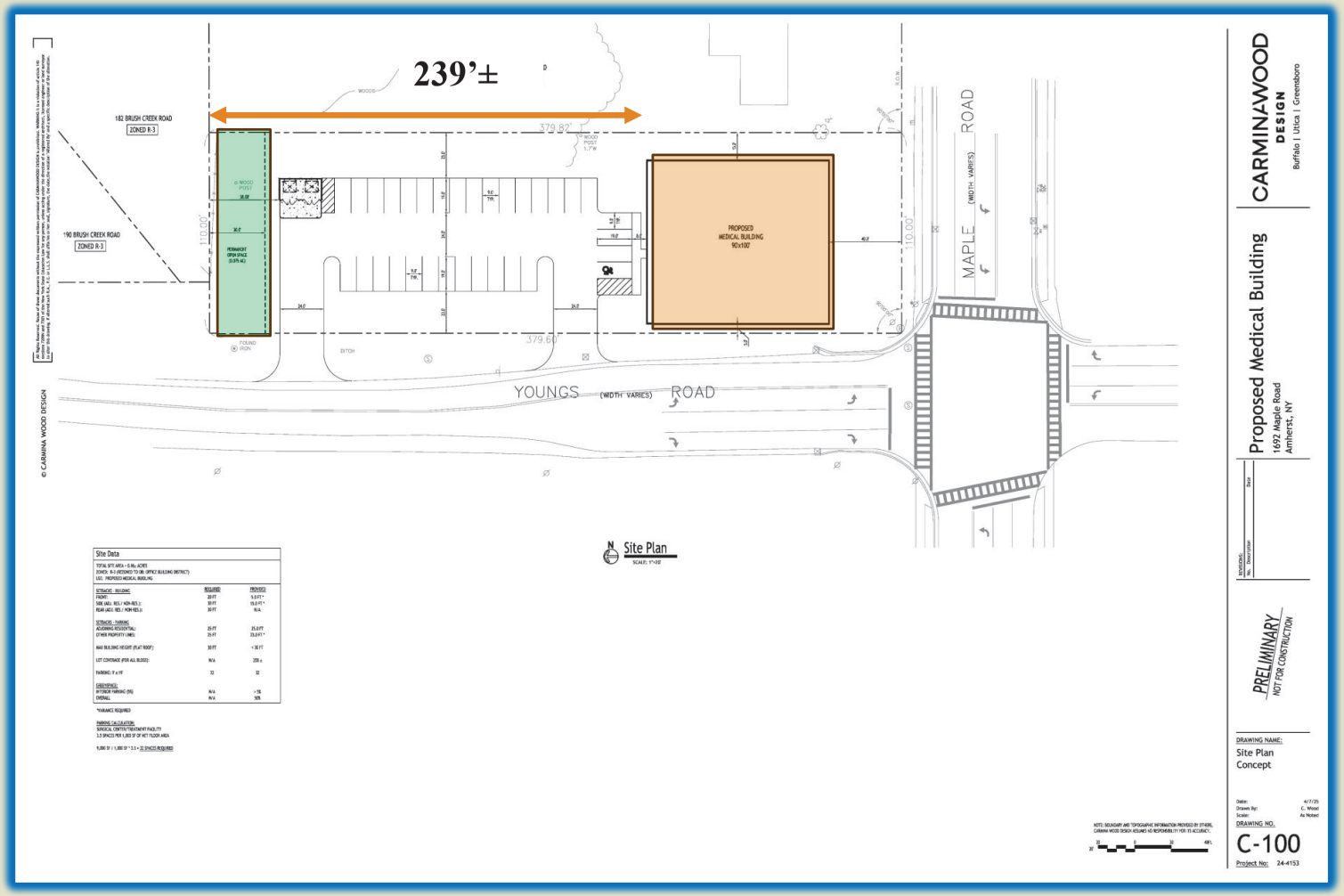
Michael J. Chmiel, Planning Board Chair — Date: 2/27/25

JQ/ac
X:\Current_Planning\Files\Rezonings\2024\Z-2024-04_(1692_Maple_Rd)_2024\Z-2024-04_resolution_022025.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Michael & Corine Cicchetti c/o Sean Hopkins, Esq. 35 California Drive, Suite 100, Williamsville, NY 14221

FEB 28 2025 PM12:05

Concept Site Plan:

- Proposed 30 ft. Permanent Open Space Buffer on northern edge of Project Site



State Environmental Quality Review Act ("SEQRA"):

- Completed Part 1 of the Full Environmental Assessment Form submitted with the Rezoning Application
- Project is Unlisted Action.
- No Impact Letter issued by SHPO on December 12, 2024
- Project is consistent community character and zoning classifications of nearby parcels previously approved by the Town Board.
- The proposed project will also require Site Plan Approval from the Planning Board which will ensure compliance with the applicable standards for landscaping, lighting, stormwater management, etc.



100 YEARS | New York State Parks, Recreation and Historic Preservation

KATHY HOCHUL
Governor

RANDY SIMONS
Commissioner Pro Tempore

December 12, 2024

Scott Marshall
Principal Planner
Town of Amherst
5583 Main Street
Amherst, NY 14226

Re: SEQRA
Proposed Medical Building
1692 Maple Rd, Amherst, NY 14221
24PR11042

Dear Scott Marshall:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project.

Based upon this review, it is the opinion of OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above. If you have any questions, please contact Campbell Higle at the following email address:

Campbell.Higle@parks.ny.gov

Sincerely,

R. Daniel Mackay

Deputy Commissioner for Historic Preservation
Division for Historic Preservation

New York State Office of Parks, Recreation and Historic Preservation
Division for Historic Preservation, Peebles Island, PO Box 189, Waterford, New York 12188-0189
(518) 237-8643 • https://parks.ny.gov/shpo

State Environmental Quality Review Act ("SEQRA"):

- LaBella was been retained to conduct a wetland investigation of the Project Site
- On March 6, 2025, Scott Livingstone of LaBella issued a Wetland Investigation Letter
- Labella did not identify any wetland as defined by the U.S. Army Corps of Engineers (USACE) wetland delineation manuals within the proposed project site.
- The New York State Department of Environmental Conservation (NYSDEC) On-line Resource Mapper (attached) does not indicate any potential wetland areas within or adjacent to the site. Based on the site investigation and the revised Part 664 regulations which went into effect on January 1. 2025, it is LaBella's professional opinion that there are no Article 24 wetlands within or adjacent to the site.
- Professional opinion of LaBella that the proposed project may move forward without the need for a Section 404 permit from USACE or Article 24 permit from NYSDEC.
- The proposed project will not result in any potentially significant adverse environmental impacts



LaBella
Powered by partnership.
The New Home of
Earth Dimensions, Inc.

March 6, 2025

Dr. Michael Cicchetti
Buffalo Spine and Sports Medicine
100 College Parkway, Suite 100
Williamsville, NY 14221

Re: Preliminary Wetland Investigation - ±0.92 acre
1692 Maple Road (SBL# 56.19-1-1)
Town of Amherst, Erie County, New York

Dear Dr. Cicchetti:

Labella has completed a preliminary wetland investigation at the above referenced site for the purpose of identifying potential regulated wetlands and waterways. The site investigation was conducted on March 6, 2025. The site investigation is depicted on the attached exhibit from the Erie County On-Line Mapping Application. Labella did not identify any wetland as defined by the U.S. Army Corps of Engineers (USACE) wetland delineation manuals within the proposed project site.

The New York State Department of Environmental Conservation (NYSDEC) On-line Resource Mapper (attached) does not indicate any potential wetland areas within or adjacent to the site. Based on the site investigation and the revised Part 664 regulations which went into effect on January 1, 2025, it is LaBella's professional opinion that there are no Article 24 wetlands within or adjacent to the site.

Based on this site investigation, it is our professional opinion that the proposed project may move forward without the need for a Section 404 permit from USACE or Article 24 permit from NYSDEC. If you have any questions, please contact our office at (716) 655-1717 or email slivingstone@labellapc.com.

Respectfully submitted,
LaBella Associates

Scott J. Livingstone
Program Manager

1091 Jamison Road | Elma, NY 14059 | p (716) 655-1717
www.labellapc.com

Conclusion:

- Requesting that the Town Board issue a Negative Declaration pursuant to SEQRA and approval of the requested rezoning of the Project Site from R-3 to OB
- Proposed Condition: That a 30 ft. foot wide non-disturbance area be provided along the northerly portion of the Project Site
- Questions…

EXHIBIT 2

Attachment: Kulpa-Project Update Ltr-04-23-25 (COM-2025-38 : Correspondence from Sean Hopkins, Esq. - 1692 Maple Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2024-04

PETITIONER

Michael & Corine Cicchetti
c/o Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy
35 California Drive, Suite 100
Williamsville, NY 14221

PROPERTY LOCATION

1692 Maple Road

WHEREAS the Town of Amherst Planning Board on Thursday, February 20, 2025 held a public hearing on the proposed rezoning of land from Residential District Three (R3) to Office Building District (OB), and

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

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

WHEREAS in accordance with Section 8-3-5 of the Zoning Ordinance the Planning Board finds that:

A. The proposed zoning and development plan is generally consistent with the policies of the Comprehensive Plan and the Zoning Ordinance.

B. There are adequate services and utilities available or proposed to be made available in the construction of the development.

C. The proposal is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

D. The subject property is suitable for uses permitted by the current versus the proposed district.

E. The proposed change does tend to improve the balance of uses, or meets a specific demand in the Town.

F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived because the parcel is developed.

WHEREAS pursuant to Local Law #3-82, as amended, the Planning Board recommends that the Town Board determine that the requirements of SEQR are complete and that the subject proposal is not expected to have a significant adverse effect on the environment.

Attachment: Kulpa-Project Update Ltr-04-23-25 (COM-2025-38 : Correspondence from Sean Hopkins, Esq. - 1692 Maple Road Rezoning)

FEB 28 2025 PM 12:05

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2024-04

PETITIONER

Michael & Corine Cicchetti

PROPERTY LOCATION

1692 Maple Road

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the rezoning request be approved subject to the following conditions:

1. That a 75 foot wide non-disturbance area or conservation easement be provided along the northerly portion of the site to provide a natural buffer to the existing residences northerly.

2. That future buildings on the site be limited to a maximum of thirty-five (35) feet in height from finished grade.

The foregoing resolution was adopted by the Town of Amherst Planning Board, February 20, 2025; moved by Penberthy; seconded by O'Rourke; ayes 5; noes 0; absent 2 (Davis, Raffaele).

Michael J. Chmiel, Planning Board Chair

2/27/25
Date

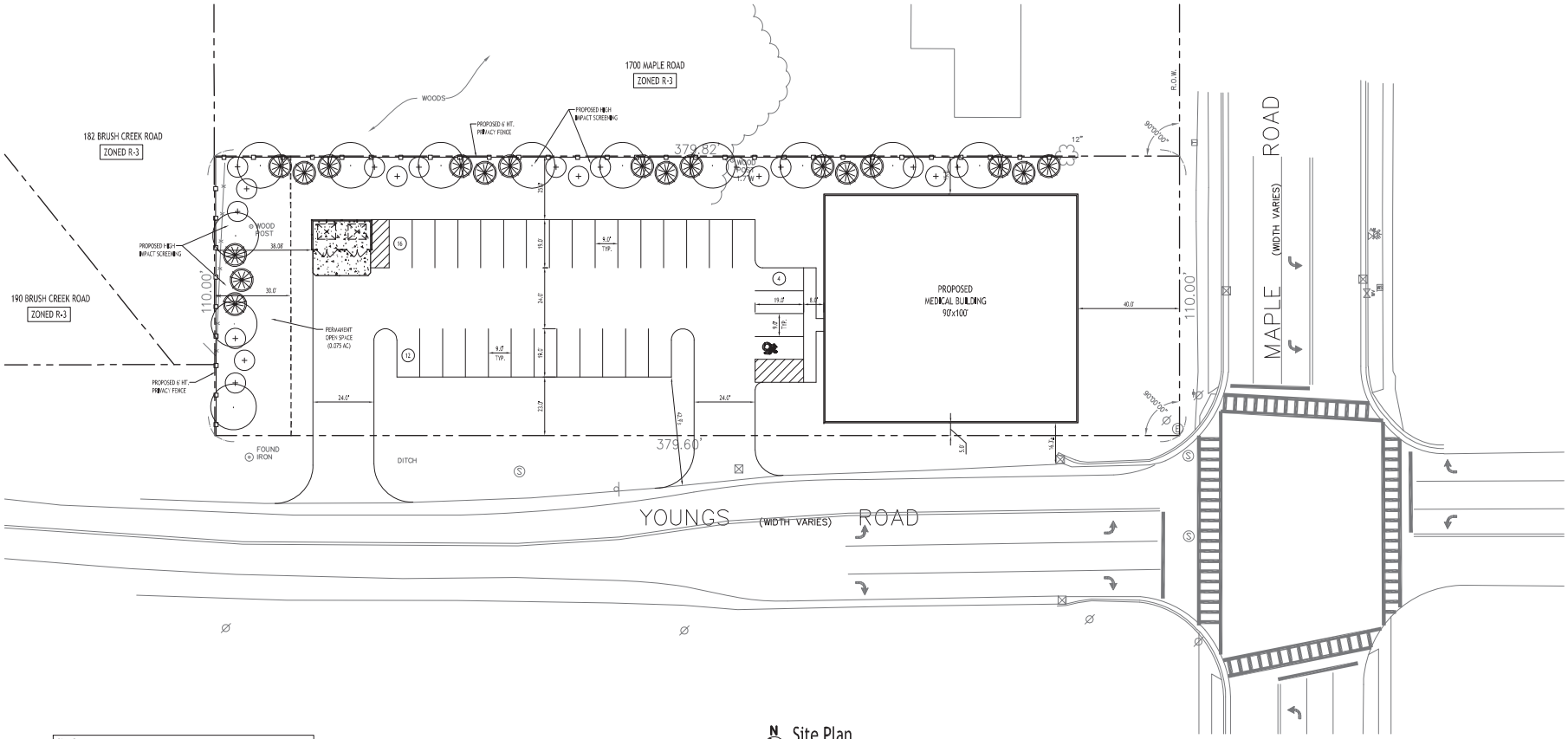
JQ/ac
X:\Current_Planning\Files\Rezonings\2024\Z-2024-04_(1692_Maple _Rd)_2024\Z-2024-04_resolution_022025.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Michael & Corine Cicchetti c/o Sean Hopkins, Esq. 35 California Drive, Suite 100, Williamsville, NY 14221

Attachment: Kulpa-Project Update Ltr-04-23-25 (COM-2025-38 : Correspondence from Sean Hopkins, Esq. - 1692 Maple Road Rezoning)

FEB 28 2025 PM 12:05

All Rights Reserved. Reuse of these documents without the expressed written permission of CARMINA WOOD DESIGN is prohibited. Violating it is a violation of article 145 section 203(h) and 203 of the New York State Education Law for any person, unless acting under the direction of a registered architect, licensed engineer or land surveyor in furthering the practice of their profession, to alter in any way, or to add to any architectural plan, drawing, specification or other document. Violating it is a violation of article 145 section 203(h) and 203 of the New York State Education Law for any person, unless acting under the direction of a registered architect, licensed engineer or land surveyor in furthering the practice of their profession, to alter in any way, or to add to any architectural plan, drawing, specification or other document.

© CARMINA WOOD DESIGN



Site Plan

SCALE: 1"=20'

Site Data		
TOTAL SITE AREA = 0.94± ACRES		
ZONED: R-3 (REZONED TO O3: OFFICE BUILDING DISTRICT)		
USE: PROPOSED MEDICAL BUILDING		
SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT:	20 FT	5.0 FT *
SIDE (ADJ. RES./ NON-RES.):	30 FT	15.0 FT *
REAR (ADJ. RES./ NON-RES.):	30 FT	N/A
SETBACKS - PARKING		
ADJOINING RESIDENTIAL:	25 FT	25.0 FT
OTHER PROPERTY LINES:	25 FT	23.0 FT *
MAX BUILDING HEIGHT (FLAT ROOF):	30 FT	< 30 FT
LOT COVERAGE (FOR ALL BLDGS):	N/A	29%±
PARKING: 9' x 19'	32	32
GREENSPACE:		
INTERIOR PARKING (5%)	N/A	> 5%
OVERALL	N/A	56%

*VARIANCE REQUIRED

PARKING CALCULATION:
SURGICAL CENTER/TREATMENT FACILITY
3.5 SPACES PER 1,000 SF OF NET FLOOR AREA

9,000 SF / 1,000 SF * 3.5 = 32 SPACES REQUIRED

SITE NOTES:

1. ALL RADII SHALL BE 3'-0" UNLESS OTHERWISE NOTED.
2. ALL DISTURBED AREAS SHALL HAVE 4" MIN. OF TOPSOIL AND SEED.
3. ALL DIMENSIONS FROM PROPERTY LINES SHALL BE MEASURED PERPENDICULAR TO THE PROPERTY LINE.
4. CENTER ENTRANCE SIDEWALKS ON DOOR OPENINGS.
5. BUILDING DIMENSIONS ARE APPROXIMATE, REFER TO ARCHITECTURAL DRAWINGS FOR LAYOUT DIMENSIONS.
6. ALL HANDICAP RAMPS (NOT WITHIN THE NYSDOT R.O.W.) AND/OR SIDEWALKS FLUSH TO PAVEMENT SHALL HAVE ADA COMPLIANT TACTILE WARNING STRIPS WHERE ENTERING PARKING AREAS/DRIVEWAYS. SIDEWALKS FLUSH TO PAVEMENT WITHIN THE NYSDOT R.O.W. SHALL ADHERE TO THE NOTES AND DESIGN REGULATIONS AS STATED ON NYSDOT STANDARD SHEET 608-01.
7. EXISTING TREE LOCATIONS ARE APPROXIMATE, CONTRACTOR TO LOCATE LOCATIONS PRIOR TO CONSTRUCTION AND COORDINATE WITH TOWN LANDSCAPE ARCHITECT WHICH TREES SHALL BE REMOVED AND WHICH SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION.

GENERAL NOTES:

1. NO GROUND MOUNTED MECHANICAL EQUIPMENT SHALL BE INSTALLED ALONG THE EASTERN SIDE OF THE BUILDING ADJACENT TO 1700 MAPLE ROAD.
2. INSTALL ALL MATERIALS TO MANUFACTURERS RECOMMENDATIONS AND BEST STANDARDS OF TRADE INVOLVED.
3. SUBSTITUTIONS SHALL BE MADE ONLY WITH OWNERS APPROVAL AND BE OF EQUAL/ENT QUALITY TO WHAT IS SPECIFIED.
4. WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND OSHA SAFETY RULES AND REGULATIONS.
5. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE SITE. NOTIFY OWNER & ENGINEER OF DISCREPANCIES IN CONDITIONS SHOWN ON DRAWINGS PRIOR TO PROCEEDING WITH THE WORK.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ANY EXISTING STRUCTURES TO REMAIN AND ANY FINISH MATERIAL INSTALLED WHILE WORKING ON OTHER COMPONENTS.
7. CONTRACTOR SHALL KEEP JOB FREE OF DEBRIS AND MAKE FINAL CLEANUP TO SATISFACTION OF OWNER.
8. CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION SO THAT THE WORK WILL NOT DISTURB EXISTING LINES AND/OR INSTALLATIONS. COORDINATE ALL WORK WITH THE APPLICABLE UTILITY COMPANIES.
9. ALL OTHER PERMITS REQUIRED BY STATE OF NEW YORK, COUNTY OF ERIE, AND TOWN OF AMHERST ARE THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER/OWNER.

SITE LEGEND

- PROPERTY LINE
- PROPOSED CONCRETE CURB
- PROPOSED SIDEWALK / CONCRETE PAD
- NUMBER OF PARKING SPACES
- PROPOSED SIGN
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT
- PROPOSED LIGHT POLE

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30 0 20 40FT.

CARMINA WOOD DESIGN
Buffalo | Utica | Greensboro

Proposed Medical Building

1692 Maple Road
Amherst, NY

REVISIONS:
No. Description Date

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING NAME:
Site Plan
Concept

Date: 4/23/25
Drawn By: C. Wood
Scale: As Noted

DRAWING NO.
C-1

Project No:

Attachment: Kulpa-Project Update Ltr-04-23-25 (COM-2025-38 : Correspondence from Sean Hopkins, Esq. - 1692 Maple Road Rezoning)

EXHIBIT 3

Attachment: Kulpa-Project Update Ltr-04-23-25 (COM-2025-38 : Correspondence from Sean Hopkins, Esq. - 1692 Maple Road Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Clerk
DOC ID: 30405

COMMUNICATION 2025-39 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road

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

4/28/2025
Referred to Town Attorney, Planning & Engineering

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

April 23, 2025

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Sawyer's Landing Mixed-Use Project
Location: 42-50 Dodge Road
Applicant/Project Sponsor: Sawyers Landing LLC
File 10160.6

Dear Supervisor Kulpa:

This letter is being submitted for the purpose of requesting that the Town Board adopt a resolution during its upcoming meeting on Monday, April 28th for the purpose of consenting to the formation of the "Sawyer's Landing Sewage Works Corporation" and "Sawyer's Landing Water Works Corporation" in connection with proposed residents lots for townhomes for sale that will be serviced by privately owned infrastructure.

Copies of the "drafts" of the Certificates of Incorporation for the "Sawyer's Landing Sewage Works Corporation" and "Sawyer's Landing Water Works Corporation" are provided at Exhibit "A".

During its meeting on March 20, 2025, the Planning Board approved the Site Plan Amendment subject to conditions which includes the need for the Town Board to consent to the to the formation of the "Sawyer's Landing Sewage Works Corporation" and "Sawyer's Landing Water Works Corporation".

On January 15, 2025, I submitted a letter to the Town Board regarding this request and a copy of my letter dated January 15, 2025 is provided at Exhibit "B". During its meeting held on April 7, 2025, my letter dated April 2nd was referred to Town Attorney, Planning Department and Engineering Department. A copy of the resolution adopted by the Town Board during its meeting on April 7th is provided at Exhibit "C".

Please feel free to contact me at 716.510-4338 or via e-mail at shopkins@hsmlegal.com if you have any questions.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-39 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Jeff Burroughs, P.E., Town Engineer
Steve Bengart, Esq., Town Attorney
Daniel Howard, Planning Director
Scott Marshall, Senior Planner
Brad F. Randaccio, Esq.
Jon Barniak, Carmina Wood Design
Christopher Wood, P.E., Carmina Wood Design
William Severyn

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-39 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

EXHIBIT A

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-39 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

CERTIFICATE OF INCORPORATION
OF
SAWYER'S LANDING SEWAGE WORKS CORP

Under Section 3 of the Transportation Corporation Law of the State of New York

The undersigned, for the purpose of forming a corporation pursuant to Section 3 of the Transportation Corporation Law of the State of New York, certifies:

FIRST: The name of the corporation shall be **SAWYER'S LANDING SEWAGE WORKS CORP** (the "Corporation").

SECOND: The Corporation shall be a sewage-works corporation under Article 10 and Section 115 of the Transportation Corporations Law of the State of New York.

THIRD: The Corporation is formed to engage in any lawful act or activity for which a sewage-works corporation may be organized under the Transportation Corporations Law of the State of New York, provided that it may not engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained, and further provided that it may engage in the acts and activities of a sewage-works corporation at 50 Dodge Road in the Town of Amherst, New York. The Corporation shall have all the powers of a sewage-works corporation enumerated in Section 122 of the Transportation Corporations Law of the State of New York, subject to any limitations provided in this Paragraph THIRD, said Transportation Corporations Law or any other statute of the State of New York including, without limitation, the definition of a sewage-works corporation set forth in Section 115(1) of the Transportation Corporations Law.

FOURTH: The office of the Corporation in the State of New York is to be located in the County of Erie.

FIFTH: The aggregate number of shares which the Corporation shall have the authority to issue is two hundred (200) shares of common stock without par value.

SIXTH: The Secretary of State of the State of New York is designated as the agent of the Corporation upon whom process in any action or proceeding against it may be served. The address to which the Secretary of State shall mail a copy of process in any action or proceeding against the Corporation which may be served upon him is 43 Central Avenue, Suite 300, Lancaster, New York 14086.

SEVENTH: The personal liability of the directors of the Corporation is eliminated to the fullest extent permitted by the provisions of Paragraph (b) of Section 402 of the Business Corporation Law of the State of New York, as the same may be amended and supplemented.

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-39 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

EIGHTH: The incorporator is eighteen (18) years or older.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Incorporation on the ___ day of _____, 2025, on behalf of the Corporation.

Dated: April , 2025
Buffalo, New York

_____
Brad F. Randaccio, Esq., Incorporator
50 Fountain Plaza, Suite 1700
Buffalo, New York 14202

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-39 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

CERTIFICATE OF INCORPORATION
OF
SAWYER'S LANDING WATER WORKS CORP.

Under Section 3 of the Transportation Corporation Law of the State of New York

The undersigned, for the purpose of forming a corporation pursuant to Section 3 of the Transportation Corporation Law of the State of New York, certifies:

FIRST: The name of the corporation shall be **SAWYER'S LANDING WATER WORKS CORP.** (the "Corporation").

SECOND: The Corporation shall be a water-works corporation under Article 10 and Section 40 of the Transportation Corporations Law of the State of New York.

THIRD: The Corporation is formed to engage in any lawful act or activity for which a water-works corporation may be organized under the Transportation Corporations Law of the State of New York, provided that it may not engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained, and further provided that it may engage in the acts and activities of a water-works corporation at 50 Dodge Road in the Town of Amherst, New York. The Corporation shall have all the powers of a water-works corporation enumerated in Section 43 of the Transportation Corporations Law of the State of New York, subject to any limitations provided in this Paragraph THIRD, said Transportation Corporations Law or any other statute of the State of New York including, without limitation, the definition of a water-works corporation set forth in Section 40 of the Transportation Corporations Law.

FOURTH: The office of the Corporation in the State of New York is to be located in the County of Erie.

FIFTH: The aggregate number of shares which the Corporation shall have the authority to issue is two hundred (200) shares of common stock without par value.

SIXTH: The Secretary of State of the State of New York is designated as the agent of the Corporation upon whom process in any action or proceeding against it may be served. The address to which the Secretary of State shall mail a copy of process in any action or proceeding against the Corporation which may be served upon him is 43 Central Avenue, Suite 300, Lancaster, New York 14086.

SEVENTH: The personal liability of the directors of the Corporation is eliminated to the fullest extent permitted by the provisions of Paragraph (b) of Section 402 of the Business Corporation Law of the State of New York, as the same may be amended and supplemented.

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-39 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

EIGHTH: The incorporator is eighteen (18) years or older.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Incorporation on the ___ day of April 2025, on behalf of the Corporation.

Dated: April __, 2025
Buffalo, New York

_____
Brad F. Randaccio, Esq., Incorporator
50 Fountain Plaza, Suite 1700
Buffalo, New York 14202

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-39 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

EXHIBIT B

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-39 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

April 2, 2025

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Sawyer's Landing Mixed-Use Project
Location: 42-50 Dodge Road
Applicant/Project Sponsor: Sawyers Landing LLC
File 10160.6

Dear Supervisor Kulpa:

This letter is being submitted for the purpose of requesting that the Town Board adopt a resolution during its upcoming meeting on Monday, April 7th for the purpose of consenting to the formation of the "Sawyer's Landing Sewage Works Corporation" and "Sawyer's Landing Water Works Corporation" in connection with proposed residents lots for townhomes for sale that will be serviced by privately owned infrastructure.

During its meeting on March 20, 2025, the Planning Board approved the Site Plan Amendment subject to conditions which includes the need for the Town Board to consent to the to the formation of the "Sawyer's Landing Sewage Works Corporation" and "Sawyer's Landing Water Works Corporation".

On January 15, 2025, I submitted a letter to the Town Board regarding this request and a copy of my letter dated January 15, 2025 is provided at Exhibit "1". During its meeting held on February 3, 2025, my letter dated January 15, 2025 was referred to the Planning Department and the Town Attorney's Office. A copy of the resolution adopted by the Town Board on February 3, 2025 is provided at Exhibit "2".

Please feel free to contact me at 716.510-4338 or via e-mail at shopkins@hsmlegal.com if you have any questions.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-39 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Jeff Burroughs, P.E., Town Engineer
Steve Bengart, Esq., Town Attorney
Daniel Howard, Planning Director
Scott Marshall, Senior Planner
Brad F. Randaccio, Esq.
Jon Barniak, Carmina Wood Design
Christopher Wood, P.E., Carmina Wood Design
William Severyn

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-39 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

EXHIBIT 1

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-39 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

January 15, 2025

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Sawyer's Landing Mixed-Use Project
Location: 42-50 Dodge Road
Applicant/Project Sponsor: Sawyers Landing LLC
File 10160.6

Dear Supervisor Kulpa:

This letter is being submitted for the purpose of requesting that the Town Board adopt a resolution during its upcoming meeting on Tuesday, January 22nd for the purpose of consenting to the formation of the "Sawyer's Landing Sewage Works Corporation" and "Sawyer's Landing Water Works Corporation" in connection with proposed residents lots for townhomes for sale that will be serviced by privately owned infrastructure.

Please feel free to contact me at 716.510-4338 or via e-mail at shopkins@hsmlegal.com if you have any questions.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Jeff Burroughs, P.E., Town Engineer
Martin Pollowy, Esq., Town Attorney
Samuel Alba, Esq., Town Attorney
Scott Marshall, Senior Planner
Brad F. Randaccio, Esq.
William Severyn

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-39 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

EXHIBIT 2

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-39 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

Town of Amherst
Erie County, New York

Communication
COM-2025-4

Referred
Feb 3, 2025 7:00 PM

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

Information

Department: Town Clerk
Category: Communications
Sponsors:

Attachments

Printout
Kulpa-Ltr-01-15-25

Body

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

2/3/2025
Referred to Attorney & Planning

Meeting History

Feb 3, 2025 7:00 PM **Town Board** **Regular Meeting of the Town Board**

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

Discussion

Add Comment

Powered by **Granicus**

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-39 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

EXHIBIT C

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-39 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

Referred
Apr 7, 2025 7:00 PM

Town of Amherst
Erie County, New York

Communication
COM-2025-32

Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road

Information

Department: Town Clerk
Category: Communications
Sponsors:

Attachments

Printout
Kulpa-Ltr-04-02-25

Body

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

4/7/2025
Referred to Town Attorney, Planning & Engineering

Meeting History

Apr 7, 2025 7:00 PM **Town Board** **Regular Meeting of the Town Board** Draf

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

Discussion

Add Comment

Powered by **Granicus**

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-39 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Clerk
DOC ID: 30406

COMMUNICATION 2025-40 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 4780 Sheridan Drive

Letter from Sean Hopkins, Esq. regarding the formation of the "4780 Sheridan Drive Sewage Works Corporation" and "4780 Sheridan Drive Water Works Corporation".

4/28/2025
Referred to Town Attorney, Planning & Engineering

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

April 23, 2025

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Proposed Townhome Project [SP-2024-25]
Location: 4780 Sheridan Drive
Applicant/Project Sponsor: 4780 Sheridan Drive LLC

Dear Supervisor Kulpa:

This letter is being submitted for the purpose of requesting that the Town Board adopt a resolution during its upcoming meeting on Monday, April 28th for the purpose of consenting to the formation of the "4780 Sheridan Drive Sewage Works Corporation" and "4780 Sheridan Drive Water Works Corporation" in connection with proposed residential for attached for townhomes for sale that will be serviced by privately owned infrastructure. A copy of the Preliminary Plat [Drawing P-100 – Date: 03/24/25] depicting the layout of the proposed townhome project that will involve the creation of twenty-three (23) lots is provided at Exhibit "1".

Copies of the "drafts" of the Certificates of Incorporation for the "4780 Sheridan Drive Sewage Works Corporation" and "4780 Sheridan Drive Water Works Corporation" are provided at Exhibit "2".

Please feel free to contact me at 716.510-4338 or via e-mail at shopkins@hsmlegal.com if you have any questions regarding this letter or the proposed project.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Jeff Burroughs, P.E., Town Engineer
Steven Bengart, Esq., Town Attorney
Daniel Howard, Planning Director

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-40 : Correspondence from Sean Hopkins, Esq. - 4780 Sheridan Drive)

Scott Marshall, Senior Planner
Ryan McCarthy, Esq.
Patrick Sheedy Jr. P.E., Carmina Wood Design
Robert Savarino, 4780 Sheridan Drive LLC
Andrew Romanowski, 4780 Sheridan Drive LLC

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-40 : Correspondence from Sean Hopkins, Esq. - 4780 Sheridan Drive)

EXHIBIT 1

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-40 : Correspondence from Sean Hopkins, Esq. - 4780 Sheridan Drive)

CERTIFICATE OF INCORPORATION
OF
4780 SHERIDAN DRIVE SEWAGE WORKS CORP

Under Section 3 of the Transportation Corporation Law of the State of New York

The undersigned, for the purpose of forming a corporation pursuant to Section 3 of the Transportation Corporation Law of the State of New York, certifies:

FIRST: The name of the corporation shall be **4780 SHERIDAN DRIVE SEWAGE WORKS CORP** (the "Corporation").

SECOND: The Corporation shall be a sewage-works corporation under Article 10 and Section 115 of the Transportation Corporations Law of the State of New York.

THIRD: The Corporation is formed to engage in any lawful act or activity for which a sewage-works corporation may be organized under the Transportation Corporations Law of the State of New York, provided that it may not engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained, and further provided that it may engage in the acts and activities of a sewage-works corporation at 4780 Sheridan Drive in the Town of Amherst, New York. The Corporation shall have all the powers of a sewage-works corporation enumerated in Section 122 of the Transportation Corporations Law of the State of New York, subject to any limitations provided in this Paragraph THIRD, said Transportation Corporations Law or any other statute of the State of New York including, without limitation, the definition of a sewage-works corporation set forth in Section 115(1) of the Transportation Corporations Law.

FOURTH: The office of the Corporation in the State of New York is to be located in the County of Erie.

FIFTH: The aggregate number of shares which the Corporation shall have the authority to issue is two hundred (200) shares of common stock without par value.

SIXTH: The Secretary of State of the State of New York is designated as the agent of the Corporation upon whom process in any action or proceeding against it may be served. The address to which the Secretary of State shall mail a copy of process in any action or proceeding against the Corporation which may be served upon him is Sheridan Drive LLC, c/o Andrew Romanowski, 4727 Camp Road, Hamburg, New York 14075.

SEVENTH: The personal liability of the directors of the Corporation is eliminated to the fullest extent permitted by the provisions of Paragraph (b) of Section 402 of the Business Corporation Law of the State of New York, as the same may be amended and supplemented.

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-40 : Correspondence from Sean Hopkins, Esq. - 4780 Sheridan Drive)

EIGHTH: The incorporator is eighteen (18) years or older.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Incorporation on the ___ day of _____, 2025, on behalf of the Corporation.

Dated: April __ , 2025
Williamsville, New York

_____
Sean W. Hopkins, Incorporator
35 California Drive, Suite 100
Williamsville, New York 14221

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-40 : Correspondence from Sean Hopkins, Esq. - 4780 Sheridan Drive)

CERTIFICATE OF INCORPORATION
OF
4780 SHERIDAN DRIVE WATER WORKS CORP.

Under Section 3 of the Transportation Corporation Law of the State of New York

The undersigned, for the purpose of forming a corporation pursuant to Section 3 of the Transportation Corporation Law of the State of New York, certifies:

FIRST: The name of the corporation shall be **4780 SHERIDAN DRIVE WATER WORKS CORP.** (the "Corporation").

SECOND: The Corporation shall be a water-works corporation under Article 10 and Section 40 of the Transportation Corporations Law of the State of New York.

THIRD: The Corporation is formed to engage in any lawful act or activity for which a water-works corporation may be organized under the Transportation Corporations Law of the State of New York, provided that it may not engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained, and further provided that it may engage in the acts and activities of a water-works corporation at 4780 Sheridan Drive in the Town of Amherst, New York. The Corporation shall have all the powers of a water-works corporation enumerated in Section 43 of the Transportation Corporations Law of the State of New York, subject to any limitations provided in this Paragraph THIRD, said Transportation Corporations Law or any other statute of the State of New York including, without limitation, the definition of a water-works corporation set forth in Section 40 of the Transportation Corporations Law.

FOURTH: The office of the Corporation in the State of New York is to be located in the County of Erie.

FIFTH: The aggregate number of shares which the Corporation shall have the authority to issue is two hundred (200) shares of common stock without par value.

SIXTH: The Secretary of State of the State of New York is designated as the agent of the Corporation upon whom process in any action or proceeding against it may be served. The address to which the Secretary of State shall mail a copy of process in any action or proceeding against the Corporation which may be served upon him is Sheridan Drive LLC, c/o Andrew Romanowski, 4727 Camp Road, Hamburg, New York 14075.

SEVENTH: The personal liability of the directors of the Corporation is eliminated to the fullest extent permitted by the provisions of Paragraph (b) of Section 402 of the Business Corporation Law of the State of New York, as the same may be amended and supplemented.

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-40 : Correspondence from Sean Hopkins, Esq. - 4780 Sheridan Drive)

EIGHTH: The incorporator is eighteen (18) years or older.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Incorporation on the ___ day of April 2025, on behalf of the Corporation.

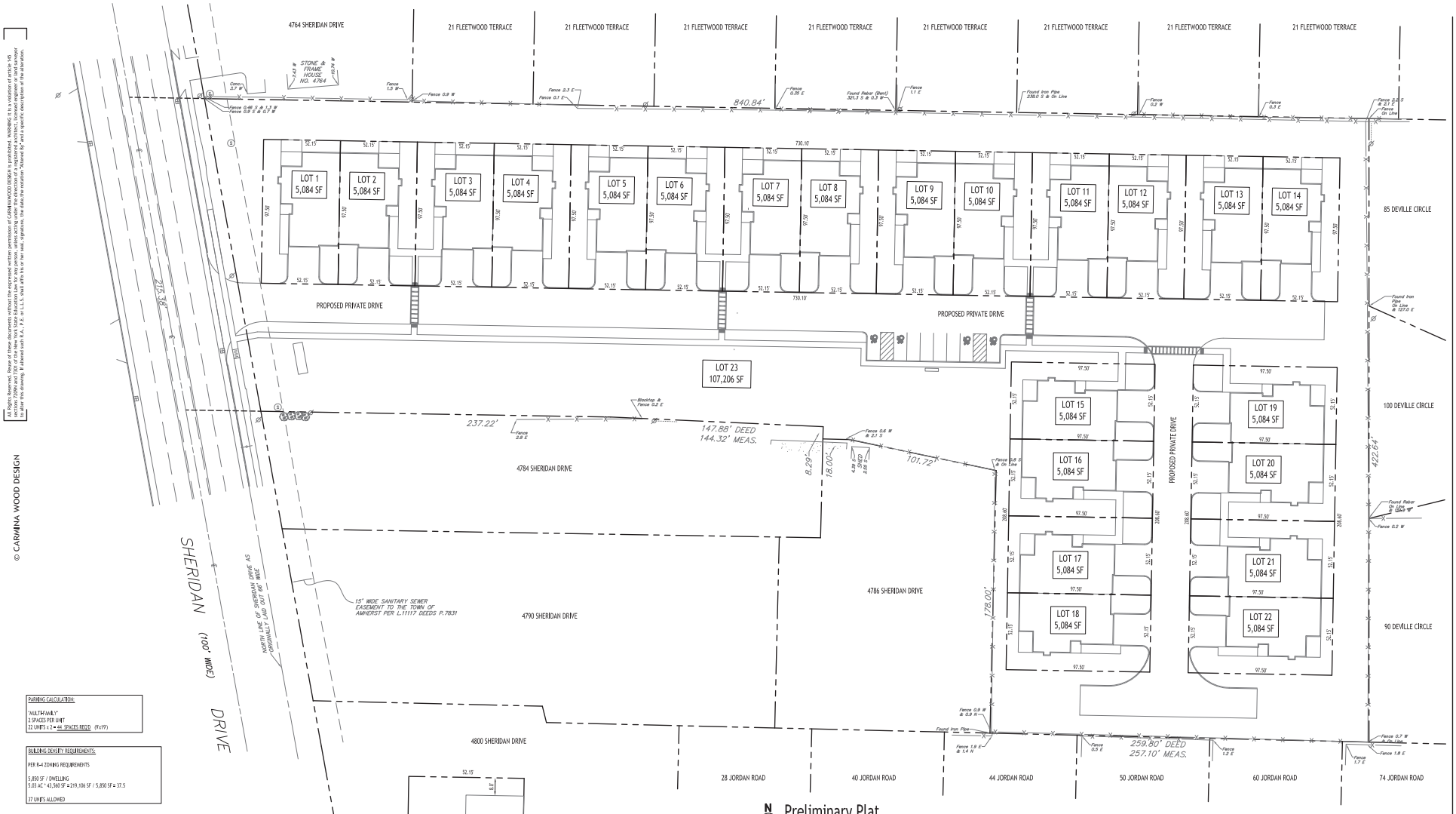
Dated: April __, 2025
Williamsville, New York

_____
Sean W. Hopkins, Incorporator
35 California Drive, Suite 100
Williamsville, New York 14221

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-40 : Correspondence from Sean Hopkins, Esq. - 4780 Sheridan Drive)

EXHIBIT 2

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-40 : Correspondence from Sean Hopkins, Esq. - 4780 Sheridan Drive)



N Preliminary Plat
SCALE: 1"=30'

PARKING CALCULATION:
"MULTIFAMILY"
2 SPACES PER UNIT
22 UNITS x 2 = 44 SPACES REQ'D (R-V19)

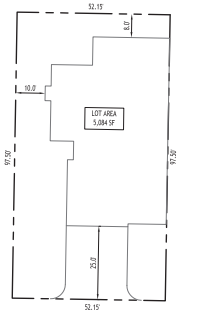
BUILDING DENSITY REQUIREMENTS:
PER R-4 ZONING REQUIREMENTS
5,850 SF / DWELLING
5.03 AC * 43,560 SF = 219,106 SF / 5,850 SF = 37.5
37 UNITS ALLOWED

Site Data

SITE AREA = 5.03 AC TOTAL
ZONED: R-4
PROPOSED USE: 2-UNIT RESIDENTIAL TOWNHOUSE BUILDINGS WITH ATTACHED GARAGES (22 UNITS TOTAL)

SETBACKS (BLDG)	REQUIRED	PROVIDED
FRONT	30 FT.	37.87 FT. MIN.
SIDE	8 FT. / 20 FT. (COMBINED)	17 FT. MIN. / > 20 FT. (COMBINED)
REAR	30 FT.	30 FT. MIN.
BUILDING DENSITY:	37	22
MIN. FLOOR AREA (2-BDRM):	760 SF	> 760 SF
MAX. BUILDING COVERAGE:	35% (1.76 AC)	1.14 AC (22.7%)
MAX. BUILDING HEIGHT:	30 FT. *	< 30 FT.
PARKING: (R-V19)	44	52 SURFACE + 44 GARAGE SPACES = 96 TOTAL
GREENSPACE OVERALL:	1.25 AC (25%)	2.77 AC (55.2%)

*PER TOWN BOARD APPROVAL CONDITION 3



Typical Lot Layout
SCALE: 1"=20'

Site Data

SITE AREA = 5.03 AC TOTAL
ZONED: R-4
PROPOSED USE: 2-UNIT RESIDENTIAL TOWNHOUSE BUILDINGS WITH ATTACHED GARAGES (22 UNITS TOTAL)

LOT SIZING	REQUIRED	PROVIDED
AREA (MIN.)	5,850 SF	5,084 SF *
WIDTH (MIN.)	90 FT. (TWO-FAM.)	52.15 *
YARDS		
FRONT (MIN.)	30 FT.	25.0 FT. *
SIDE (MIN.)	8 FT.	0.0 FT. *
SIDE - COMBINED (MIN.)	20 FT.	10 FT. *
REAR (MIN.)	30 FT.	8.0 FT. *
HEIGHT (MAX.)	35 FT.	17.0 FT.
BUILDING COVERAGE (MAX.)	35% (2,048 SF)	44.4% (2,260 SF) *
FLOOR AREA (MIN.)	760 SF (2-BDRM)	> 760 SF

*VARIANCE REQUIRED

HOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30 30 0 30

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All Rights Reserved. Reuse of these documents without the expressed written permission of CARMINAWOOD DESIGN is prohibited. WARNING: It is a violation of article 145 section 7209hh and 7209 of the New York State Education Law for any person, unless acting under the direction of a registered architect, licensed engineer or land surveyor to alter this drawing. If altered by any party other than the seal, signature, the alterer shall stamp the document, drawing or plan and specific description of the alteration.

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Proposed Multi-Family
4774 & 4780 Sheridan Drive
Amherst, NY

REVISIONS:
No. Description Date

DRAWING NAME:
Preliminary Plat

Date: 3/24/25
Drawn By: P. Sheedy
Scale: As Noted

DRAWING NO.
P-100

Project No: 23-4091

15.5.a

Attachment: Kulpa-Ltr-Date-04-23-25 (COM-2025-40 : Correspondence from Sean Hopkins, Esq. - 4780 Sheridan Drive)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Clerk
DOC ID: 30332

COMMUNICATION 2025-41 **REFERRED**

Notice of Claim: Sheryl Lehsten Vs. Town of Amherst

4/28/2025
Referred to Town Attorney

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

4-7-25

Notice of Claim for damages

lic #

Registration #

Sheryl Lehsten

The damage occured on Fri. 3/28/25 apprx. 4:45pm near USPS at 5500 N. Bailey Ave. Amherst N.Y. 14226. I was leaving the Marshalls Plaza headed towards Walmart on Sheridan Dr. I was going about 20 mph, it was paring rain and I hit a pot hole hard on my passenger front side, my car didn't feel right so I pulled into Walmart on Sheridan Dr and I got out to check my tires and the front passenger side was completely flat. Luckily I had AAA so I called them at 4:53pm and when they showed up they looked at my tire and said it wasn't

Attachment: DOC041025-04102025115536 (COM-2025-41 : Notice of Claim: Sheryl Lehsten Vs. Town of Amherst)

4-7-25

fixable as it had a slit near the rim! My 2 front tires were brand new on 2/5/25 and cost $250 for both I didn't have a spare tire so I had to drive with a donut on my car and the next day I had to go and get a used tire put on my car for $80.48 because I couldn't afford another new tire! It was on my front passenger tire. I ~~am~~ have enclosed copies of the original new tire plus the used tire I had to buy. Plus I had to pay for notary + registered letter which is apprx an extra $15. I am old and I am trying to keep working with a lot of health issues I'm only working part time and I need to be reimbursed for my ~~fee~~ tire plus the extra $15.00. I feel I should get reimbursed for a new tire at $125 plus the

Attachment: DOC041025-04102025115536 (COM-2025-41 : Notice of Claim: Sheryl Lehsten Vs. Town of Amherst)

4-7-25

Extra $15 for notary public and certified mail plus it used my last AAA for the year so I need $50 extra for that

Sheryl Lehsten

State of New York County of Erie ss.:

On the 7 day of April in the year 20 25 before me, the undersigned, personally appeared Sheryl Lehsten 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

ZACHARY DAUER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
COMMISSION EXPIRES MAY 22, 2028
#01DA0025050

Attachment: DOC041025-04102025115536 (COM-2025-41 : Notice of Claim: Sheryl Lehsten Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Clerk
DOC ID: 30358

COMMUNICATION 2025-42 **REFERRED**

Notice of Claim: Xylina Ulloa Vs. Town of Amherst

4/28/2025
Referred to Town Attorney

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

APR 21 2025 PM2:4

IN THE MATTER OF THE CLAIM OF:

XYLINA ULLOA

Claimant,

-against-

NOTICE OF CLAIM

TOWN OF AMHERST
5583 Main St.
Williamsville, NY 14221

Respondent.

PLEASE TAKE NOTICE that **XYLINA ULLOA**, hereby makes claim against **TOWN OF AMHERST** and in support thereof Claimant alleges:

1. That the undersigned Claimant, XYLINA ULLOA, residing at

by and through her attorney, ANNABELLE GAO, 6720 Main Street, Suite 100, Williamsville, NY 14221-5986, claims damages against the TOWN OF AMHERST, for personal injuries, pain and suffering, general and special damages, medical expenses, and property damages sustained by her.

2. That the said injuries were sustained by XYLINA ULLOA on February 15, 2025 at approximately 10:45 AM on the sidewalk in front of 480 Capen Boulevard, Buffalo, New York. At that approximate time XYLINA ULLOA slipped on ice and fell on the sidewalk, which was unsalted and unshoveled. The sidewalk the Claimant slipped on is property owned by the Respondent, TOWN OF AMHERST, and it is due to the negligence of the Respondent that the

Attachment: DOC042225-042220250934448 (COM-2025-42 : Notice of Claim: Xylina Ulloa Vs. Town of Amherst)

sidewalk was not properly maintained and therefore was hazardous. As a result, Claimant XYLINA ULLOA sustained serious injuries. See photograph of scene, **EXHIBIT A**.

3. That the Claimant's damages and injuries occurred as a result of the negligence, carelessness, and reckless disregard for the safety of others including Claimant, XYLINA ULLOA, by TOWN OF AMHERST, its servants, agents or employees in their acts of negligence, carelessness and recklessness regarding the maintenance of the sidewalk amid the dangerous conditions.

4. That the aforesaid Respondent, TOWN OF AMHERST, by and through its agents, servants and employees had actual or constructive notice of the dangerous condition and hazard caused by said condition. The said condition includes but is not limited to the snow and ice covering the sidewalk.

5. That as a result of the foregoing, the Claimant, XYLINA ULLOA, suffered a broken left ankle. Claimant, XYLINA ULLOA, has and will, in the future be forced to expend sums of money for hospitals, doctors and other medical expenses.

6. That the said injuries were occasioned solely and wholly as a result of the negligence of the TOWN OF AMHERST and through its agents, servants and employees and without any negligence on the part of the Claimant contributing thereto.

7. The injuries sustained by the Claimant was a result of the negligence, carelessness, and recklessness of the Respondent, its servants, agents, or employees, in unreasonably and without proper consideration of the conditions. Such negligence, carelessness, and recklessness included, but was not limited to, improper maintenance of sidewalk, failing to take

Attachment: DOC042225-042220250934448 (COM-2025-42 : Notice of Claim: Xylina Ulloa Vs. Town of Amherst)

reasonably prudent steps to avoid the incident including but not limited to salting and shoveling the sidewalk, along with such other and further acts of negligence, carelessness, and recklessness.

PLEASE TAKE FURTHER NOTICE that unless a hearing under General Municipal Law section 50 is made within thirty (30) days from the date of service of this Notice of Claim, said Claimant fully intends to commence an action in Supreme Court in the State of New York against the TOWN OF AMHERST for a sum which exceeds jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with interest, costs, and disbursements.

WHEREFORE, the Claimant, XYLINA ULLOA, requests that this claim be allowed and paid by the Respondent.

DATED: Williamsville, New York
April 14, 2025

Annabelle Gao, Esq.
WILLIAM MATTAR, P.C.
Attorney for Claimant
Office and P.O. Address
6720 Main Street
Suite 100
Williamsville, NY 14221-5986
(716)633-3535

Attachment: DOC042225-042220250934448 (COM-2025-42 : Notice of Claim: Xylina Ulloa Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Clerk
DOC ID: 30382

COMMUNICATION 2025-43

REFERRED

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

4/28/2025
Referred to Town Attorney

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

----------X

SUMMONS

NATIONSTAR MORTGAGE LLC

Plaintiff,

vs

CHARLES ALLOY INDIVIDUALLY AND AS SURVIVING SPOUSE OF MARY S. ALLOY, BUFFALO CITY COURT, TOWN OF AMHERST, PORTFOLIO RECOVERY ASSOCIATES LLC, CREDIT ACCEPTANCE CORPORATION, MIDLAND CREDIT MANAGEMENT, INC, BANK OF AMERICA HOME LOANS FKA AMERICA'S WHOLESALE LENDER, ERIE COUNTY CLERK

JOHN DOE (Those unknown tenants, occupants, persons or corporations or their heirs, distributees, executors, administrators, trustees, guardians, assignees, creditors or successors claiming an interest in the mortgaged premises.)

Defendant(s).

----------X

MORTGAGED PREMISES:
1677 Colvin Parkway
Tonawanda, NY 14223

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in the above captioned action and to serve a copy of your Answer on the Plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. The United States of America, if designated as a Defendant in this action, may answer or appear within sixty (60) days of service hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

NOTICE
YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy

Attachment: DOC042225-042220251432246 (COM-2025-43 : Summons and Complaint: Nationstar Mortgage LLC Vs. Town of Amherst Et Al.)

15.8.a

of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Erie County is designated as the place of trial. The basis of venue is the location of the mortgaged premises foreclosed herein.

Dated: February 27, 2025

/s/ Ashley M Pascuzzi
Ashley M Pascuzzi, Esq.
Gross Polowy LLC
Attorneys for Plaintiff
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221
Tel.: (716) 204-1700

Attachment: DOC042225-042220251432246 (COM-2025-43 : Summons and Complaint: Nationstar Mortgage LLC Vs. Town of Amherst Et Al.)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

----------X

COMPLAINT

NATIONSTAR MORTGAGE LLC

Plaintiff,

vs

CHARLES ALLOY INDIVIDUALLY AND AS SURVIVING SPOUSE OF MARY S. ALLOY, BUFFALO CITY COURT, TOWN OF AMHERST, PORTFOLIO RECOVERY ASSOCIATES LLC, CREDIT ACCEPTANCE CORPORATION, MIDLAND CREDIT MANAGEMENT, INC, BANK OF AMERICA HOME LOANS FKA AMERICA'S WHOLESALE LENDER, ERIE COUNTY CLERK

JOHN DOE (Those unknown tenants, occupants, persons or corporations or their heirs, distributees, executors, administrators, trustees, guardians, assignees, creditors or successors claiming an interest in the mortgaged premises.)

Defendant(s).

MORTGAGED PREMISES:
1677 Colvin Parkway
Tonawanda, NY 14223

----------X

The Plaintiff by its attorneys, Gross Polowy LLC, for its complaint against the Defendant(s) alleges upon information and belief as follows:

AS AND FOR A FIRST CAUSE OF ACTION:

1. Plaintiff, Nationstar Mortgage LLC is a limited liability company organized under the laws of the State of Delaware and is the holder of the subject note and mortgage with delegated authority to institute this mortgage foreclosure action by the owner of the subject note and mortgage and has the right to foreclose. Attached here as Schedule A is a copy of the original note.

2. On or about July 26, 2007, Mary S. Alloy (who died on May 12, 2023, a resident of the county of Erie, State of New York) executed and delivered a note (incorporated herein as Schedule A) whereby Mary S. Alloy promised to pay the sum of $88,000.00 plus interest on the unpaid amount due.

Attachment: DOC042225-042202514346 (COM-2025-43 : Summons and Complaint: Nationstar Mortgage LLC Vs. Town of Amherst Et Al.)

3. As security for the payment of the note Mary S. Alloy (who died on May 12, 2023, a resident of the county of Erie, State of New York) and Charles Alloy duly executed and delivered a mortgage, in the amount of $88,000.00 which was recorded as follows.

Recording Date: August 14, 2007
Book 13365/Page 7237
Office of the Erie County Clerk

The mortgage was subsequently assigned to NATIONSTAR MORTGAGE LLC.

4. The mortgaged property is known as 1677 Colvin Parkway, Tonawanda, NY 14223. The tax map designation is Section 53.81 Block 3 Lot 6. Plaintiff is foreclosing the land, buildings, and other improvements located on the property. The property is more fully described in Schedule B attached to this complaint.

5. Charles Alloy failed to comply with the conditions of the note and mortgage by not making the payment that was due on June 1, 2023 and subsequent payments.

6. There is now due and owing on the note and mortgage the following amounts:

Principal Balance: $30,447.80
Interest Rate: 7.25%
Date Interest Accrues from: May 1, 2023

Together with accrued late charges, monies advanced for taxes, assessments, insurance, securing, inspections, posting of notices, maintenance and preservation of the property.

7. In order to protect the value of the property and its rights in the property, the Plaintiff may have to pay additional taxes, assessments, water charges, insurance premiums and other charges and the costs, allowances, expenses of sale, and reasonable attorney's fees for the foreclosure. Plaintiff requests that any amount it pays, together with interest, be included in the total amount due.

8. The defendant(s) may have an interest encumbering the property, which is either subordinate to Plaintiff's mortgage, or paid in full, equitably subordinated, or adverse to Plaintiff's mortgage. The interest of each defendant is set forth in "Schedule C" of this complaint.

9. The interest or lien of the United States of America, the State, City or local government entity is set forth in "Schedule D" of this complaint.

10. Plaintiff has complied with sections 1304 and 1306 of the Real Property Actions and Proceedings Law and with all provisions of section 595-a of the Banking Law and any rules or regulations promulgated there under, and, if applicable, sections 6-l or 6-m of the Banking law.

11. No prior action was brought to recover any part of the mortgage debt.

Attachment: DOC042225-042220251432246 (COM-2025-43 : Summons and Complaint: Nationstar Mortgage LLC Vs. Town of Amherst Et Al.)

AS AND FOR A SECOND CAUSE OF ACTION,
PLAINTIFF HEREIN ALLEGES:

12. Plaintiff repeats and re-alleges the allegations contained in Paragraphs "1" through "11", as though fully set forth herein.

13. Upon information and belief, all the defendants herein have or claim to have some interest in or lien upon said mortgaged premises or some part thereof which interest or lien, if any, has accrued subsequent to the lien of Plaintiff's mortgage, or has been paid or equitably subrogated to Plaintiff's mortgage, or has been duly subordinated thereto, or is adverse to that of Plaintiff. The reason for naming said defendants is set forth in Schedule "C and/or D" that is attached to this complaint.

14. It appears from the public records that Bank Of America Home Loans FKA America's Wholesale Lender holds a lien which is adverse to the Plaintiff's interest and which remains open of record as follows:

Erie County Clerk has lien(s) on its records held by Bank Of America Home Loans FKA America's Wholesale Lender given by GREGORY J. SZYMANSKI which appear(s) to be prior and adverse to the mortgage being foreclosed:

Recording date: July 30, 1993
Recording information: Book 12174 and Page 346
County: Erie
Amount: $50,000.00

15. The above mentioned lien is against prior owner of the mortgaged premises, GREGORY J. SZYMANSKI.

16. The interest of Plaintiff in the property is set forth in paragraph "1", above.

17. Upon information and belief, all of the defendants are known, and none of them are infants, mentally retarded, mentally ill or alcohol abusers.

18. Upon information and belief, there are no persons not in being or ascertained at the commencement of this action who by any contingency contained in a devise or otherwise, could afterward become entitled to a beneficial estate or interest in the property involved in this action, and any judgment rendered herein will not and may not affect any such person not in being or not ascertained at the time of the commencement of this action.

19. The lien(s) of Defendant(s) Bank Of America Home Loans FKA America's Wholesale Lender appear(s) to be prior and adverse to the mortgage being foreclosed and is/are subject to being extinguished as they pertain to the subject property pursuant to Article 15 of the Real Property Actions and Proceedings Law.

20. Plaintiff hereby requests that the Order of Reference state the following:

Attachment: DOC042225-042202514324 6 (COM-2025-43 : Summons and Complaint: Nationstar Mortgage LLC Vs. Town of Amherst Et Al.)

ORDERED, ADJUDGED AND DECREED, that the lien(s) which appear(s) to be prior and adverse to the mortgage being foreclosed, namely the lien against Defendant GREGORY J. SZYMANSKI, given by the Defendant Bank Of America Home Loans FKA America's Wholesale Lender, recorded on July 30, 1993 at Book 12174 and Page 346 in the amount of $50,000.00 is/are hereby extinguished as they pertain to the subject property pursuant to RPAPL Article 15; and it is further

ORDERED, ADJUDGED AND DECREED, that all Defendant(s) and all persons or entities claiming by, through or under them, be and are hereby forever barred and foreclosed of and from all right, claim, lien, interest or equity of redemption in and to said mortgaged premises; and it is further

ORDERED, ADJUDGED AND DECREED, that the record be reformed to reflect that the lien(s) of Defendant(s) Bank Of America Home Loans FKA America's Wholesale Lender is/are extinguished as they pertain to the subject property; and it is further

ORDERED, ADJUDGED AND DECREED, that the Erie County Clerk upon the payment of its requisite fees, shall record and index a certified copy of this Order/Judgment in the same manner as the lien being extinguished;

ORDERED, ADJUDGED AND DECREED, that the Erie County Clerk is hereby directed to record a certified copy of this Order upon the payment of its requisite and lawful fees and index same against premises known as and by 1677 Colvin Parkway, Tonawanda, NY 14223 and SBL: Section 53.81 Block 3 Lot 6;

WHEREFORE, PLAINTIFF DEMANDS:

a. Judgment accelerating the maturity of the debt and determining the amount due Plaintiff for principal, interest, late charges, taxes, assessments, insurance, maintenance and preservation of the property and other similar charges, together with costs, allowances, expenses of sale, reasonable attorney's fees, all with interest, pursuant to the terms of the Note and Mortgage.
b. That the property be sold at auction to the highest bidder in accordance with the referee's terms of sale.
c. That the interest of the defendant(s) and all persons claiming by or through them be foreclosed and their title, right, claim, lien, interest or equity of redemption to the property be forever extinguished.
d. That out of the sale proceeds, the Plaintiff be paid the amounts due for principal, interest, late charges, taxes, assessments, insurance, securing, inspections, posting of notices, maintenance and preservation of the property, and other similar charges, together with court costs, allowances, expenses of sale, and reasonable attorney's fees, all with interest.
e. That the property be sold in as is condition and subject to the facts an inspection or accurate survey of the property would disclose, covenants, restrictions, easements and public utility agreements of record, building and zoning ordinances and violations, and the equity of redemption of the United States of America.
f. That Plaintiff may purchase the property at the sale.

Attachment: DOC042225-042202514324 (COM-2025-43 : Summons and Complaint: Nationstar Mortgage LLC Vs. Town of Amherst Et Al.)

g. That a receiver be appointed for the property, if requested by Plaintiff.
h. That if the Plaintiff possesses other liens against the property, they not merge with the mortgage being foreclosed and that Plaintiff, as a subordinate lien holder, be allowed to share in any surplus proceeds resulting from the sale.
i. That Bank Of America Home Loans FKA America's Wholesale Lender interest in the mortgaged premises, and all persons or entities claiming by, through or under them, be extinguished as it pertains to the subject property, and that Bank Of America Home Loans FKA America's Wholesale Lender and all persons or entities claiming by, through or under them, be barred and foreclosed of and from all right, claim, lien, interest or equity or redemption in and to said mortgaged premises and that the Plaintiff be granted reformation of the record to reflect said lien being extinguished.
j. Awarding the relief requested in the SECOND cause of action stated in this complaint.
k. That the Court award Plaintiff additional relief that is just, equitable and proper.

Dated: February 27, 2025

/s/ Ashley M Pascuzzi
Ashley M Pascuzzi, Esq.
Gross Polowy LLC
Attorneys for Plaintiff
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221
Tel.: (716) 204-1700

Attachment: DOC042225-042220251432 46 (COM-2025-43 : Summons and Complaint: Nationstar Mortgage LLC Vs. Town of Amherst Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Clerk
DOC ID: 30325

COMMUNICATION 2025-44 **REFERRED**

Summons and Complaint: Richard S. Caito & Nicholas M. Scioli Vs. Town of Amherst

4/28/2025
Referred to Town Attorney

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

RICHARD S. CAITO and NICHOLAS M. SCIOLI,
Plaintiffs,

vs.

TOWN OF AMHERST,
Defendant.

Index No.: _____

SUMMONS

To the above-named Defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiffs within **twenty (20) days** after service of this summons, exclusive of the day of service (or within thirty (30) days after service is complete if this summons is not personally delivered to you within the state).

If you do not serve an answer to the attached Complaint within the applicable time limitation stated above, a judgment will be entered against you, by default, for the relief demanded in the Complaint, without further notice to you.

The Plaintiff designated Erie County as the place of trial; the basis of venue is the residence of the Plaintiffs which are and

DATED: Getzville, New York
March 31, 2025

Yours, etc.

Richard S. Caito
Plaintiff

Nicholas M. Scioli
Plaintiff

APR 4 2025 PM 1:54

Attachment: DOC040725-040720250848S1 (COM-2025-44 : Summons and Complaint: Richard S. Caito & Nicholas M. Scioli Vs. Town of

15.9.a

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

RICHARD S. CAITO and NICHOLAS M. SCIOLI,
Plaintiffs,

vs.

TOWN OF AMHERST,
Defendant.

Index No.: _____

COMPLAINT

Plaintiffs Richard S. Caito and Nicholas M. Scioli, complain and allege as follows:

1. **Jurisdiction and Venue**
   a. This Court has jurisdiction over this action pursuant to the New York Labor Law (NYLL) and the Fair Labor Standards Act (FLSA). b. Venue is proper in Erie County, as Defendant Town of Amherst is located and operates within this jurisdiction.

2. **Parties**
   a. Plaintiff Richard S. Caito resides at b. Plaintiff Nicholas M. Scioli resides at c. Defendant Town of Amherst is a municipal entity located at 5583 Main Street, Williamsville, NY 14221.

3. **Factual Allegations**
   a. Plaintiffs were employed by Defendant from July 22, 2003, to July 26, 2023. b. Plaintiffs regularly worked in excess of forty (40) hours per week caring for their assigned police service dogs but were not compensated for overtime work as required by the NYLL and FLSA. c. Plaintiff Richard S. Caito is owed $71,050.23 in unpaid overtime wages. d. Plaintiff Nicholas M. Scioli is owed $72,116.73 in unpaid overtime wages. The defendant's failure to pay overtime wages was willful and in violation of state and federal labor laws.

4. **Claims for Relief**
   a. Violation of NYLL for failure to pay overtime wages. b. Violation of FLSA for failure to pay overtime wages. c. Plaintiffs are entitled to liquidated damages equal to the unpaid wages. d. Plaintiffs are entitled to interest on the unpaid wages from the date the wages were due until the date of judgment. e. Plaintiffs seek reasonable attorney's fees and costs associated with this action.

Attachment: DOC040725-040720250848S1 (COM-2025-44 : Summons and Complaint: Richard S. Caito & Nicholas M. Scioli Vs. Town of

WHEREFORE, Plaintiffs demand judgment against Defendant as follows:

A. Awarding Plaintiff Richard S. Caito unpaid overtime wages of $71,050.23; B. Awarding Plaintiff Nicholas M. Scioli unpaid overtime wages of $72,116.73; C. Awarding Plaintiffs liquidated damages in an amount equal to the unpaid wages; D. Awarding Plaintiffs interest on the unpaid wages as permitted by law; E. Awarding Plaintiffs attorney's fees and costs incurred in bringing this action; F. Granting such other and further relief as the Court deems just and proper.

Dated: March 31, 2025

Richard S. Caito
Plaintiff
111 Lyrae Drive
Getzville, NY14068

Nicholas M. Scioli
Plaintiff
75 Haussauer Road
Getzville, NY14068

Attachment: DOC040725-04072025084851 (COM-2025-44 : Summons and Complaint: Richard S. Caito & Nicholas M. Scioli Vs. Town of

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30397 **RESOLUTION 2025-458** **ADOPTED**

Public Improvement Permit No. 3151 Storm System – Romney Road Realignment 2023.011A/SP-1997-05_AS

Attached please find an application for a Storm System Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $21,456.60.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of one in the amount of $21,306.60 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3151.

Thank you for considering this request.

4/28/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $21,456.60.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: April 10, 20 25

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☐
Sanitary Sewer	☐	☐
Storm System	☒	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ $213,066.00

Address and/or Subdivision Name: 4226 North Bailey Ave **Town of Amherst Job:** SP-1997-05_AS/2023.11A

Description and location of improvements including quantities: 175' - 36" pipe; 90' - 24" pipe; 93' - 18" pipe; 38' - 12"; 5 - CB; 1 - MH; Rework drainage ditch on north side of Romney Road

	Name	Address	Phone
Owner:	Benderson Development Company, L	570 Delaware Ave, Buffalo, NY 14202	878-9397
Engineer/Designer:	Passero Associates	242 W. Main St, Rochester, NY 14614	585-325-1000
Contractor:	Woodstone Earth Construction	485 State Rt 21, Palmyra, NY 14522	315-597-9941

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions, complexity of design, or lack of adequate funding to cover inspection and coordination time. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The digital copies shall be provided in PDF and AutoCAD or GIS within the NAD83/NY83-WF coordinate system.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit. All Engineering Department and Town Code requirements must be satisfied prior to acceptance of PIPs.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM	FEE
PERMIT	$150
INSPECTION 10% of Estimate of Cost of Construction	$21,306.60
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	
TOTAL FEE	$21,456.60

Owner sign Here

Matthew J. Oates, P.E.
Please Print Name

570 Delaware Ave
Address

Buffalo | NY | 14202 | 878-9397
City | State | zip | Phone

Subscribed and sworn to before me this 10 Day of April 20 25

Courtney L Adamo
Notary Public, Erie County, New York

COURTNEY L. ADAMO
Notary Public-State of New York
No. 01AD6413282

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Director of Engineering Services: _____

Receipt is hereby acknowledged of the sum of $_____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3151

_____
Town Clerk

Rev. 1/10/2025

Attachment: PIP 3151 Public Storm_Romney Road Realignment (RES-2025-458 : Storm System – Romney Road Realignment)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30398 **RESOLUTION 2025-459** **ADOPTED**

Public Improvement Permit No. 3152 Paving & Curbing – Romney Road Realignment 2023.011A/SP-1997-05_AS

Attached please find an application for a Paving & Curbing Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $17,983.91.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of one in the amount of $17,833.91 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3152.

Thank you for considering this request.

4/28/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $17,983.91.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: April 10, 20 25

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☒	☐
Waterline	☐	☐
Sanitary Sewer	☐	☐
Storm System	☐	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ $178,339.12

Address and/or Subdivision Name: 4226 North Bailey Ave

Town of Amherst Job: SP-1997-05_AS/2023.011A

Description and location of improvements including quantities: 17,0126 SF of asphalt paving, 962 LF of concrete curbing and 43,63
of 1" mill & overlay

	Name	Address	Phone
Owner:	Benderson Development Company, L	570 Delaware Ave, Buffalo, NY 14202	878-9397
Engineer/Designer:	Passero Associates	242 W. Main St, Rochester, NY 14614	585-325-1000
Contractor:	Woodstone Earth Construction	485 State Rt 21, Palmyra, NY 14522	315-597-9941

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions, complexity of design, or lack of adequate funding to cover inspection and coordination time. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The digital copies shall be provided in PDF and AutoCAD or GIS within the NAD83/NY83-WF coordinate system.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit. All Engineering Department and Town Code requirements must be satisfied prior to acceptance of PIPs.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM	FEE
PERMIT	$150
INSPECTION 10% of Estimate of Cost of Construction	$17,833.91
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	
TOTAL FEE	$17,983.91

Owner sign Here

Matthew J. Oates, P.E.
Please Print Name

570 Delaware Ave
Address

Buffalo | NY | 14202 | 878-9397
City | State | zip | Phone

Subscribed and sworn to before me this 10
Day of April 20 25

Notary Public, Erie County, New York

COURTNEY L. ADAMO
Notary Public-State of New York
No. 01AD6413282

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Director of Engineering Services:

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3152

Town Clerk

Rev. 1/10/2025

Attachment: PIP 3152 Public Paving System_Romney Road Realignment (RES-2025-459 : Paving & Curbing – Romney Road Realignment)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30399 **RESOLUTION 2025-460** **ADOPTED**

Public Improvement Permit No. 3153 Street Lighting – Romney Road Realignment 2023.011A/SP-1997-05_AS

Attached please find an application for a Street Lighting (& Traffic Signals) Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $34,809.00.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of one in the amount of $34,659.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3153.

Thank you for considering this request.

4/28/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $34,809.00.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: April 10, 2025, 20 25

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☐
Sanitary Sewer	☐	☐
Storm System	☐	☐
Street Lighting	☒	☐

Estimated Cost of Construction $ $346,500.00

Address and/or Subdivision Name: 4226 North Bailey Ave **Town of Amherst Job:** SP-1997-05_AS/2023.011A

Description and location of improvements including quantities: Installation of two (2) traffic signals along North Bailey Ave at the intersection of North Bailey Ave & Romney Road and North Bailey Ave & Best Buy driveway for Blvd Consumer Square

	Name	Address	Phone
Owner:	Benderson Development Company, L	570 Delaware Ave, Buffalo, NY 14202	878-9397
Engineer/Designer:	Passero Associates	242 W. Main St, Rochester, NY 14614	585-325-1000
Contractor:	CATCO	1266 Townline Road, Alden, NY 14004	651-4642

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions, complexity of design, or lack of adequate funding to cover inspection and coordination time. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The digital copies shall be provided in PDF and AutoCAD or GIS within the NAD83/NY83-WF coordinate system.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit. All Engineering Department and Town Code requirements must be satisfied prior to acceptance of PIPs.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM	FEE
PERMIT	$150
INSPECTION 10% of Estimate of Cost of Construction	$34,650.00
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	
TOTAL FEE	$34,800.00

Owner sign Here

Matthew J. Oates, P.E.
Please Print Name

570 Delaware Ave
Address

Buffalo | NY | 14202 | 878-9397
City | State | zip | Phone

Subscribed and sworn to before me this 10
Day of April 20 25

Courtney L Adamo
Notary Public, Erie County, New York

COURTNEY L. ADAMO
Notary Public-State of New York
No. 01AD6413282

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Director of Engineering Services: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3153

Town Clerk

Rev. 1/10/2025

Attachment: PIP 3153 Public Street Lighting_Romney Road Realignment (RES-2025-460 : Street Lighting – Romney Road Realignment)

Boudreau, Jessica

From: Matt Oates <MattOates@benderson.com>
Sent: Tuesday, April 22, 2025 3:58 PM
To: Boudreau, Jessica
Subject: Re: 1723/5077 - Amherst Offsite PIP Applications

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.

Yes that's fine with us

Get Outlook for iOS

Matt Oates, P.E.
Director, Engineering
P: : 716.878.8397 C: : 716.998.8534 F: : 716.886.1026

MattOates@benderson.com

CONFIDENTIALITY NOTICE: This email message and any attachments are for the sole use of the intended recipient(s) and may contain proprietary, confidential, trade secret or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited and may be a violation of law. If you are not the intended recipient or a person responsible for delivering this message to an intended recipient, please contact the sender by reply email and destroy all copies of the original message.

From: Boudreau, Jessica <jboudreau@amherst.ny.us>
Sent: Tuesday, April 22, 2025 3:49:49 PM
To: Matt Oates <MattOates@benderson.com>
Subject: RE: 1723/5077 - Amherst Offsite PIP Applications

EXTERNAL: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Matt,

The application for PIP 3153 Romney Road Traffic signals differs from the check provided by $9. Application Inspection fee of $34,650, the check provided is for $34,659. I don't want to adjust the application to increase the inspection fee so they match because it's notarized but I also don't see a need to redo the application for $9.

Can you just shoot me an email letting me know you are okay with us processing the application as is and depositing the check with the additional $9? If not, can you please provide either a revised application or revised check?

Thanks!

Jessica Boudreau, PE
Project Manager
Town of Amherst
Engineering Department
1100 North Forest Road
Williamsville, NY 14221
716.631.7154

Attachment: 2025-04-22_Benderson Approval (RES-2025-460 : Street Lighting – Romney Road Realignment)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30415 **RESOLUTION 2025-461** **ADOPTED**

Appointment of Interim Town Comptroller

Suspension to Town Board Agenda Item April 28, 2025

TO: Amherst Town Board

FROM: Councilmember Jacqualine Berger

DATE: April 24, 2025

RE: Appointment of Interim Town Comptroller

WHEREAS, Daryl Bramer has resigned from his position as Amherst Town Comptroller effective at the end of the business day on April 30, 2025,

NOW THEREFORE BE IT RESOLVED that Jennifer Adams be appointed Interim Town Comptroller, effective May 1, 2025, at an annual salary of $150,328.30 per the 2025 Exempt Department Head Salary Schedule at Grade 1, Step L.

4/28/2025
A motion to approve was made by Councilmember Berger, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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