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, May 12, 2025 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on May 12, 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	
Jennifer M. Adams	Town of Amherst	Interim Comptroller	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Steven B. Bengart	Town of Amherst	Town Attorney	Present	

V. MINUTES APPROVAL

1. Monday, April 28, 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 acknowledged the retirement of Town Employees.

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

VIII. DEVELOPMENT REVIEW ACTIONS

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. 9/11 Commemoration Committee

Membership is unlimited.

2. Amherst Committee on Disabilities

3. Amherst Community Diversity Commission

4. Amherst Conservation Advisory Council

5. Amherst Government Financial Advisory Board

6. Amherst Industrial Development Agency

Membership is full.

7. Amherst Veterans Committee

8. Arts & Culture in Public Places Board

9. Board of Assessment Review

Membership is full.

10. Board of Electrician Examiners

Membership is full.

11. Board of Ethics

Membership is full.

12. Board of Plumbing and Drainage Examiners

Membership is full.

13. Design Advisory Board

14. Employee Suggestion Program Merit Award Board

Membership is full.

15. Employee Suggestion Review Committee

16. **Energy Conservation Citizens Advisory Committee**

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

    Membership is full.

18. **Glen Park Joint Board**

19. **Historic Preservation Commission**

    Membership is full.

20. **Information Technology Advisory Committee**

21. **Library Board of Trustees**

22. **Minority / Woman Owned Business**

23. **Open Government Advisory Board**

24. **Planning Board**

    Membership is full.

25. **Recreation Commission**

26. **Recycling and Waste Committee**

27. **Senior Services Advisory Board**

28. **Traffic Safety Board**

    Membership is full.

29. **Youth Board**

    Adult vacancies (6), Youth vacancies (0)

30. **Zoning Board of Appeals**

    Membership is full.

X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 7:03 PM.

The following speakers addressed the Town Board:

Geri DiCosmo, Meyer Rd - Benderson project
Gordon Kemp, Meyer Rd - Benderson project
Tom Frank, Main St - Glen Park Joint Board
Mary Dormer, Getzville - proposed new youth center
Andrea Morgante, Getzville - Westwood Clubhouse
Spike Mertes, 170 Troy Del Way - Councilchambers sound system

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

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2025-462

Amend 2025-2030 Capital Improvement Program

BE IT RESOLVED, the following amendment to the 2025-2030 Capital Improvement Program is hereby adopted:

Project Title/Description	Current 2025 Funding	Amended 2025 Funding
YR-1 Youth & Rec. Vehicles & Equipment	120 LA	220 LA
YR-3A Pool & Splash Park Safety Surfacing	100 LA	0 LA

5/12/2025
Consent

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

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2025-463

Lighting District Extension - 4300 Millersport Highway (Site Plan) - Final Order

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **4300 Millersport Highway Site Plan (Lighting)**
Adoption of Final Order

A Public Hearing on the above matter was held on April 7, 2025 at 7:00 p.m. Once the Public Hearing was deemed closed, the matter was authorized by the Town Board (5-0). A Notice of Adoption Subject to Permissive Referendum was then published in The Amherst Bee.

Now that the referendum period has expired (May 7, 2025), kindly adopt the attached Final Order relative to the above matter.

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments)*
(Agenda Item : May 12, 2025)
Jennifer M. Adams, Interim Town Comptroller (*w/attachments)*
Lynda Juul, Director of Finance (*w/attachments)*
Jessica Boudreau, PE, Project Manager (*w/attachments)*
Steve Floss, Highway Superintendent (*w/attachments)*
Al Spoth, General Crew Chief, Sign/Signal/Streetlighting (*w/attachments)*

5/12/2025
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

2. Resolution 2025-464

Assent Agreement with National Grid (Niagara Mohawk) - WSI @ Peanut Line Site (CRS #5535)

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Assent Agreement With National Grid (Niagara Mohawk)**
West Side Interceptor Project @ Peanut Line Crossing
CRS #5535

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement pending (1) final approval by the Town Attorney and/or his designee(s); and (2) pending successful completion of the CRS.

Thank you.

SBB:nmb
c: Tim Koller, Deputy Town Clerk
(Agenda Item : May 12, 2025)
Jeffrey S. Burroughs, PE, Town Engineer
Vaishali Reberholt, PE, Assistant Town Engineer

5/12/2025
Consent

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

3. Resolution 2025-465

Assent Agreement with National Grid (Niagara Mohawk)- WSI @ Pump Station Site (CRS #5536)

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Assent Agreement With National Grid (Niagara Mohawk)**
West Side Interceptor Project @ Pump Station Site
CRS #5536

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement pending (1) final approval by the Town Attorney and/or his designee(s); and (2) pending successful completion of the CRS.

Thank you.

SBB:nmb
c: Tim Koller, Deputy Town Clerk
(Agenda Item : May 12, 2025)
Jeffrey S. Burroughs, PE, Town Engineer
Vaishali Reberholt, PE, Assistant Town Engineer

5/12/2025
Consent

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

4. Resolution 2025-466

Revocable Permit (TX-00971) for Modifying Data Infrastructure on University Facilities (CRS #5534)

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Revocable Permit (TX-00971) For Modifying Data Infrastructure on University Facilities**
(West Side Interceptor Project)
State University of New York (SUNY Buffalo) and Town of Amherst
CRS #5534

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement pending (1) final approval by the Town Attorney and/or his designee(s); and (2) pending successful completion of the CRS.

Thank you.

SBB:nmb
c: Tim Koller, Deputy Town Clerk
(Agenda Item : May 12, 2025)
Jeffrey S. Burroughs, PE, Town Engineer
Vaishali Reberholt, PE, Assistant Town Engineer

5/12/2025
Consent

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

5. Resolution 2025-467

Amendment to Permanent Easement - 6000-6030 N. Bailey Road (CRS #5533)

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Amendment To Permanent Easement**
Mississippi ADP, LLC and Town of Amherst
6000-6030 N. Bailey
CRS #5533

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement attached hereto pending (1) final approval by the Town Attorney and/or his designee(s); and (2) pending successful completion of the CRS.

Thank you.

SBB:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment)*
(Agenda Item : May 12, 2025)

5/12/2025
Consent

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

6. Resolution 2025-468

Permanent Easement and Right-Of-Way Agreement for Drainage 1565-1703 Niagara Falls Boulevard CRS #5380

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Permanent Easement and Right-of-Way Agreement For Drainage**
Blvdcon, LLC and Town of Amherst

1565-1703 Niagara Falls Boulevard
CRS #5380

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement attached hereto pending (1) final approval by the Town Attorney and/or his designee(s); and (2) pending successful completion of the CRS.

Thank you.

SBB:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachments)*
(Agenda Item : May 12, 2025)

5/12/2025
Consent

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

7. Resolution 2025-469

Permanent Easement and Right-Of-Way Agreement for Drainage - 4200 & 4230 Ridge Lea Road (CRS #5381)

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Permanent Easement and Right-of-Way Agreement For Drainage**
Ridlea Associates, LLC and Town of Amherst
4200 & 4230 Ridge Lea Road
CRS #5381

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement attached hereto pending (1) final approval by the Town Attorney and/or his designee(s); and (2) pending successful completion of the CRS.

Thank you.

SBB:nmb

Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment)*
(Agenda Item : May 12, 2025)

5/12/2025
Consent

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

8. Resolution 2025-470

Acceptance of Warranty Deed with Lien Covenant (CRS #5531) and Quit Claim Deed (CRS #5532)

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Acceptance of Warranty Deed With Lien Covenant (Blvdcon, LLC and Town of Amherst) (CRS #5531)**

Quit Claim Deed (Mississippi ADP, LLC and Town of Amherst) (CRS #5532)

Kindly adopt a resolution authorizing the Supervisor to accept the Warranty Deed with Lien Covenant attached hereto and to also authorize the Supervisor to execute the Quit Claim Deed attached hereto pending (1) final approval by the Town Attorney and/or his designee(s); and (2) pending successful completion of the CRS.

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments)*
(Agenda Item : May 12, 2025)

5/12/2025
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

9. Resolution 2025-471

Land Swap Agreement - Mississippi ADP, LLC, Blvdcon, LLC and Town of Amherst CRS #5530

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Land Swap Agreement Between:**
Mississippi ADP, LLC, Blvdcon, LLC and Town of Amherst
CRS #5530

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement attached hereto pending (1) final approval by the Town Attorney and/or his designee(s); (2) pending successful completion of the CRS; and further (3) authorizing the scheduling of a Public Hearing to effectuate the swap should that be required.

Thank you.

SBB:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment)*
(Agenda Item : May 12, 2025)

5/12/2025
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

10. Resolution 2025-472

Release of Maintenance Jurisdiction to NYSDOT

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Release of Maintenance Jurisdiction To NYSDOT**

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

BE IT RESOLVED that the Supervisor and/or Superintendent of Highways are hereby authorized to release maintenance jurisdiction of the east terminus of Ridge Lea Road from Ridge Lea and North Bailey Avenue through and to its end limit to the New York State Department of Transportation (aerial photo attached) at no cost to the Town; and

BE IT FURTHER RESOLVED that the Supervisor and/or Superintendent of Highways are authorized to execute any documents necessary to complete the release.

Thank you.

SBB:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment*)
(Agenda Item : May 12, 2025)

5/12/2025
Consent

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

B. TOWN CLERK:

1. Resolution 2025-473

New Firefighters for Getzville Fire Company

New firefighters for the Getzville Fire Company live in the Town of Amherst and reside within the Getzville fire district.

Daniel A. Hartman
25 Heim Rd
Williamsville, NY 14221

Juan Cardine F. De Souza
144 Miller Rd
Getzville, NY 14068

Brenno Ferreira De Souza
144 Miller Rd
Getzville, NY 14068

5/12/2025
Consent

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

2. Resolution 2025-474

New Firefighter for Main-Transit Fire Department

New firefighter for the Main-Transit Fire Department lives in the Town of Amherst and resides within the fire district.

Michael Broadbent
202 Patrice Terrace
Williamsville, NY 14221

5/12/2025
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:

E. CENTRAL ALARM:

1. Resolution 2025-475

Millington Lockwood Agreement CRS #5486

Request the Supervisor to sign an agreement with Millington Lockwood for the purchase of a dispatch office chair through New York State OGS contract #PC70241.

5/12/2025
Consent

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

F. COMPTROLLER:

1. Resolution 2025-476

Budget Transfers and Amendments

For May 12, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 05/07/2025
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:***
N2154.4003 AMH HOME Admin-10% Admin $21,137.63	N2154.1000 Personal Svcs $19,167.28
N2154.4003 Longevity $1,190.00	N2154.1600 Retro-Pay $1,723.09
N2154.4050 Mileage $1,073.00	N2154.8010 Retirement $4,275.39
N2154.8050 Hospital & Med Ins $202.11	N2154.1853 Sick Leave Incentive $255.96
N2154.8051 Dental $931.97	
N2154.8052 Vision $884.44	
N2154.8030 FICA $2.57	

To transfer funds within AMH HOME Admin account to close out.

B3620.2200 Passenger Vehicles $18,268.00 B3620.1000 Personal Services $16,970.00
B3620.8030 FICA $1,298.00
To transfer funds for seasonal employee for records management project.

N2435.4000 Belmont Housing- Contractual $2,340.00 N2421.4000 AMH - Contractual $2,340.00
Requested per Department.

A1990.4000 Contingency $100,000.00 A7147.1000 Personal Services $37,000.00
A7147.8030 FICA $3,000.00
A7147.8050 Health Insurance $18,000.00
A7147.4110 Contractual $22,000.00
A7147.4700 Utilities- Gas $10,000.00
A7147.4710 Utilities- Electric $10,000.00
To transfer funds budgeted in contingency into Royal Park Recreation.

BUDGET AMENDMENTS – 2025

INCREASE: ***INCREASE***

N2423.02785 CDBG & VG- PI $13,431.35 N2423.4000 Contractual $13,431.35
N2430.02785 CDBG P/R- PI $3,357.84 N2430.1000 Personal Svcs $3,119.22
N2430.8030 FICA $238.62
To recognize Community Development program income from 369 Niagara Falls Blvd, Amherst.

N2444.02785 CHEEK HOME- PI $2,448.00 N2444.4000 Contractual $2,448.00
N2449.02785 HOME Admin- PI $272.00 N2449.4003 10% Admin $272.00
To recognize Community Development program income from 50 Ridge Park, Cheektowaga.

N2423.02785 CDBG & VG- PI $16,707.80 N2423.4000 Contractual $16,707.80
N2430.02785 CDBG P/R- PI $4,176.95 N2430.1000 Personal Svcs $3,880.12
N2430.8030 FICA $296.83
To recognize Community Development program income from 19 Cypress Court, Amherst.

KP2408.05031 Interfund Transfer In $366,087.53 KP2408.4971 Design $366,087.53 *To recognize interfund transfer in from sewer fund balance for Boulevard Central District Sanitary Sewer Improvements KP2408.*

KP2408.03097 State Capital Grant $31,000,000.00 KP2408.4972 Construction Exp $31,000,000.00
To set-up the funds for the Grant Disbursement Agreement for the Boulevard Mall Infrastructure Capital.

5/12/2025
Consent

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

2. Resolution 2025-477

Donation Acceptance

For May 12, 2025 Town Board Agenda

To: Town Board

From: Office of Town Comptroller

Date: 5/12/2025

Re: Donation Acceptance

Please accept the donation received from the Amherst Generations Foundation, Inc. in the amount of $11,149.48 for the Senior Center Café project. Funds will be used towards the purchase of an open display cooler.

Budget Amendment -Increase:

KP2349.02770 Senior Center Café- Miscellaneous Revenue $11,149.48

KP2349. 2600 Senior Center Café- Other Equipment $11,149.48

5/12/2025
Consent

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

3. Resolution 2025-478

Fund Balance Use

For May 12, 2025 Town Board Agenda

To: Town Board

From: Office of Town Comptroller

Date: 5/12/2025

Re: Fund Balance Use

WHEREAS, the Town is entering into a contract with Empire State Development (CRS #5496) for the Grant Disbursement Agreement (GDA) in the amount of $31,000,000 for the Boulevard Mall Infrastructure Capital project, in which there are costs of $366,087.53 that will be incurred by the project that are outside the grant ($311,087.53 in ESD costs and $55,000 in bonding costs); and

WHEREAS, the Sewer Fund has a projected Fund Balance at December 31, 2024 that is in excess of 10% of the 2025 budgeted expenditures as required under the Town's Fund Balance Policy;

NOW THEREFORE BE IT RESOLVED, that the 2025 Sewer Budget be amended to appropriate $366,087.53 of fund balance and increase account G9000-9000 Inter-Fund Transfers by the same amount.

5/12/2025
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2025-479

Extension of RFP #202105 Vision Coverage - CRS #5476

WHEREAS, Eastern Vision Service Plan IPA, Inc. dba VSP Vision Care has agreed to extend the contract for Vision Coverage (Original CRS #2810);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Eastern Vision Service Plan IPA, Inc. dba VSP Vision Care through August 31, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Eastern Vision Service Plan IPA, Inc. dba VSP Vision Care.

5/12/2025
Consent

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

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2. Resolution 2025-480

Award Bid #2025017 Town Wide Sprinkler Inspection & Service - CRS #5491

WHEREAS, the Contract Compliance and Administration Department received bids on April 17, 2025 for Town Wide Sprinkler Inspection & Service; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Parkside Fire & Security; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that our previous contract expired on May 7, 2025.

5/12/2025
Consent

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

3. Resolution 2025-481

Partial Award of Bid 2025013 Pool Chemicals - CRS #5493

WHEREAS, the Contract Compliance and Administration Department received bids on April 10, 2025 for Pool Chemicals; and

WHEREAS, the bid process resulted in responses 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 #4 & 4a of this bid to JCI Jones Chemicals, Inc.; and

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

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we currently do not have a contract.

5/12/2025
Consent

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

4. Resolution 2025-482

Award Bid 2025008 Truck & Heavy Equipment Parts & Repair - CRS #5494, 5495, 5499-5506

WHEREAS, the Contract Compliance and Administration Department received bids on March 6, 2025 for Bid 2025008 Truck & Heavy Equipment Parts & Repair; and

WHEREAS, the bid process resulted in responses from nineteen (19) vendors, as per the attached bid tabulation form; and

WHEREAS, each bidder services various manufacturers;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Frey the Wheelman (CRS #5494), George & Swede Sales & Service, Inc. (CRS #5495), Monroe Tractor & Implement Co., Inc. (CRS #5499), Regional International Corp. (CRS #5500), Conway Beam Truck Group (CRS #5501), Fleet Maintenance (CRS #5502), Fleet Pride (CRS #5503), Regional Heavy Equipment & Truck (CRS #5504), Southworth Milton dba Milton Cat (CRS #5505) and West Herr Ford of Amherst (CRS #5506); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with the above referenced vendors; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current contracts expire on May 16th.

5/12/2025
Consent

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

5. Resolution 2025-483

Approve Piggyback Contract for Office Supplies - CRS #5527

WHEREAS, the Contract Compliance and Administration Department is requesting approval to piggyback on Sourcewell Contract #70924-SCC, with Staples, for office supply products; and

WHEREAS, the contract term will be from February 3, 2025 through February 2, 2029;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Staples; and

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

5/12/2025
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

1. Resolution 2025-484

Authorization to Sign Grant Disbursement Agreement with Empire State Development CRS #5496

WHEREAS, the Town of Amherst owns and operates a sanitary sewer collection system, which conveys sewer flows received from residential, commercial, and industrial users within the Town to the Water Pollution Control Facility (WPCF) on Tonawanda Creek Road; and

WHEREAS, in June of 2021 the Town completed the "Westside Interceptor Evaluation Report" to evaluate the key sewers within the Boulevard Central District (including Opportunity Zone Census Tract 92) the Niagara Falls Boulevard Collector, the Peanut Line, and the West Side Interceptor; and

WHEREAS, the Report evaluated the capacity of the existing sewer infrastructure and proposed upgrades to increase capacity to support existing service connections and future development; and

WHEREAS, with this Report, the Town was awarded $31 million in funding through the Regional Economic & Community Assistance program from Empire State Development to support the Town of Amherst with the West Amherst Infrastructure Project in the Boulevard

Central District; and

WHEREAS, the Town Board authorized the Supervisor to complete and sign the Incentive Proposal with Empire State Development for the West Amherst Infrastructure Project, RES-2023-1038 on December 18, 2023, CRS #4429; and

WHEREAS, the Town has provided all the necessary budgets and project plan documentation to Empire State Development resulting in complete processing of the Grant Disbursement Agreement, eligible for quarterly reimbursements; and

WHEREAS, per the accepted Incentive Proposal, project costs incurred after June 26, 2023 are to be considered eligible project costs. Disbursement must be requested by April 1, 2028; and

WHEREAS, per the accepted Incentive Proposal, the Town shall pay a commitment fee of 1% of the $31,000,000 ($310,000) and reimburse ESD for all out-of-pocket expenses incurred in connection with the project for a total of $311,087.53; and now therefore

BE IT RESOLVED, the Town Board authorizes the Supervisor to complete and sign the Grant Disbursement Agreement with Empire State Development for the Town of Amherst Boulevard Mall Infrastructure Capital, Project Number 137,378, upon successful completion of CRS #5496 approvals.

5/12/2025
Consent

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

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2025-485

Casey Road (CR 295), Pedestrian and Bicycle Improvements Phase 2 Resolution Rescinding Resolution 2024-559 and Authorizing Supervisor to Sign a Revised IMA with Erie County Town of Amherst Job No. 2014.048A, PIN 5764.66 CRS ID #5526

The Town Board previously adopted Resolution 2024-559 authorizing the Town Supervisor to execute an Inter-Municipal Agreement (IMA) with Erie County in connection with the above-referenced project. Subsequent to the adoption of that resolution, Erie County submitted revisions to the proposed agreement. While these changes are significant and affect key details of the original agreement, requiring further review and formal

reauthorization by the Town Board, the overall financial structure of the project remains unchanged and these changes represent no new costs to the Town.

Accordingly, we respectfully request that the Town Board rescind Resolution 2024-559 and adopt a new resolution authorizing the Town Supervisor to execute the attached, revised Inter-Municipal Agreement. This agreement permits Erie County to undertake contract work on County Road 295 (Casey Road) in coordination with the Town's project.

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

5/12/2025
Consent

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

2. Resolution 2025-486

Award of Bid – Parise Mechanical, Inc. – Mechanical 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 three (3) bids received (bid tabulation attached), we recommend award of this contract to Parise Mechanical, Inc., 1106 Sheridan Dr., Tonawanda, NY 14150, in the amount of $38,000.00 to include the Base Bid. Please note that this bidder has agreed to an extension in order to accommodate this award.

Funding for this contract shall be from account KP2501.4972.

Thank you for considering this request.

5/12/2025
Consent

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

3. Resolution 2025-487

Award of Bid –Willett Builders, Inc.– Plumbing 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 two (2) bids received (bid tabulation attached), we recommend award of this contract to Willett Builders, Inc., 1728 Seneca Street, Buffalo, NY 14210, in the amount of $98,000.00 to include the Base Bid. Please note that this bidder has agreed to an extension in order to accommodate this award.

Funding for this contract shall be from account KP 2501.4972.

Thank you for considering this request.

5/12/2025
Consent

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

4. Resolution 2025-488

Award of Bid – Goodwin Electric Corporation – Electric 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 two (2) bids received (bid tabulation attached), we recommend award of this contract to Goodwin Electric Corporation, 201 S. Young Road, Williamsville, NY 14221, in the amount of $141,855.00 to include the Base Bid. Please note that this bidder has agreed to an extension in order to accommodate this award.

Funding for this contract shall be from account KP 2501.4972.

Thank you for considering this request.

5/12/2025
Consent

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

L. FINANCE:

M. HIGHWAY

N. HUMAN RESOURCES:

1. Resolution 2025-489

Information Technology Engineer/Engineering Department

Please appoint an Information Technology Engineer to the Engineering Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective May 13, 2025 at an annual salary of $72,594, Grade 15, Step F for Asher Pontikos.

This appointment is a promotion for an employee currently serving provisionally as GIS Analyst.

5/12/2025
Consent

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

2. Resolution 2025-490

Supervising Accountant/Comptroller's Office

Please appoint a Supervising Accountant to the Comptroller's Office. Provisional, pending satisfactory completion of a Civil Service Examination. Effective May 13, 2025 at an annual salary of $83,211, Grade 18, Step F for Wenfang Zheng.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

5/12/2025
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

Q. POLICE:

1. Resolution 2025-491

Training & Travel Request General Hazardous Materials Inspection Course

TOWN BOARD AGENDA ITEM : MAY 12, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
General Hazardous Materials Inspection Course

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled training course. This course is being held in Albany, New York from May 11, 2025 through May 16, 2025. The cost for this training and travel is $1,179.20.

Thank you.

SPC:msl
Attachments
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 12, 2025)**

5/12/2025
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 2025-492

Award of Bid – Concrete Applied Technologies Corp. Westside Interceptor Forcemain Town of Amherst Job No. 2019.038

On April 3, 2025, three (3) bids were received for the above referenced project. Upon review of the bids and as per the attached bid tabulation, we recommend award of this contract to Concrete Applied Technologies Corp., 1266 Townline Road, Alden, NY 14004, per their base bid for a total contract amount of $ 18,314,260.00.

Funding for this contract shall be from project account KP2408.4972.

Thank you for considering this request.

5/12/2025
Consent

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

2. Resolution 2025-493

Award of Bid – Kandey Company, Inc. Westside Interceptor Relief Pump Station – General Contract Town of Amherst Job No. 2019.038

On April 10, 2025, four (4) bids were received for the above referenced project. Upon review of the bids and as per the attached bid tabulation, we recommend award of General Construction contract to Kandey Company, Inc., 19 Ransier drive, West Seneca, NY 14224, per their base bid for a total contract amount of $ 14,157,410.00.

Funding for this contract shall be from project account KP2408.4972.

Thank you for considering this request.

5/12/2025
Consent

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

3. Resolution 2025-494

Award of Bid – Ferguson Electric Inc. Westside Interceptor Relief Pump Station – Electrical Contract Town of Amherst Job No. 2019.038

On April 10, 2025, five (5) bids were received for the above referenced project. Upon review of the bids and as per the attached bid tabulation, we recommend award of Electrical Contract to Ferguson Electric Inc., 321 Ellicott Street, Buffalo, NY 14203, per their base bid for a total contract amount of $ 2,872,000.00.

Funding for this contract shall be from project account KP2408.4972.

Thank you for considering this request.

5/12/2025
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 2025-495

Polling Place Lease Agreement (Clearfield) - CRS #5489

Authorize the Supervisor to sign a lease agreement between the Town of Amherst and the Erie County Board of Elections for use of the Clearfield Community Center as a polling place in 2025.

5/12/2025
Consent

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

2. Resolution 2025-496

Polling Place Lease Agreement (Harlem) - CRS #5490

Authorize the Supervisor to sign a lease agreement between the Town of Amherst and the Erie County Board of Elections for use of the Harlem Road Community Center as a polling place in 2025.

5/12/2025
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 2025-45

Correspondence from Sean Hopkins, Esq. - 2695 Niagara Falls Boulevard

Letter from Sean Hopkins, Esq. regarding 2695 Niagara Falls Boulevard.

5/12/2025
Referred to Town Attorney

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

2. Communication 2025-46

Notice of Claim: Jennifer Truong Vs. Town of Amherst

5/12/2025
Referred to Town Attorney

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

3. Communication 2025-47

Notice of Claim: Lawrence Hunter Vs. Town of Amherst Highway Department

5/12/2025
Referred to Town Attorney

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

4. Communication 2025-48

Notice of Claim: State Farm A/S/O Jean M Prosser Vs. Town of Amherst

5/12/2025
Referred to Town Attorney

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

5. Communication 2025-49

Notice of Verified Petition and Verified Petition: Bevilacqua Development, L.P. Vs. Town of Amherst and Town of Amherst Zoning Board of Appeals Et Al.

5/12/2025
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 2025-497

Public Improvement Permit No. 3136 Sanitary Sewer – Sawyers Landing (50 Dodge Road) 2005.008C/SP-2021-05

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $16,111.50.

We are sending three (3) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $15,000.00 which will be held in escrow to cover the inspection costs, and one in the amount of $961.50 to cover the televising cost and to be deposited in the SS District account G9000-02377.

At this time, we are asking for your approval of the application for PIP No. 3136.

Thank you for considering this request.

5/12/2025
Consent

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

XVII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 7:25 PM.

The following speakers addressed the Town Board:
John Trabert, 234 Mt Vernon Rd - Resolution 2024-996
Jane Cox, 4584 Harlem Rd - Retired Town employees recognition
Matt Plunkett, 299 Northill Dr - Town Board member working for Erie County
Spike Mertes, 170 Troy Del Way - lack of fiscal responsibility & transparency
Karen Howard, 194 Roycroft Blvd – Westwood
Paul Francavilla, 70 Cimarand Dr - waterline project

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 7:36 PM.

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Berger and unanimously approved 5-0. The Town Board meeting of May 12, 2025 was adjourned at 7:39 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30427 **RESOLUTION 2025-462** **ADOPTED**

Amend 2025-2030 Capital Improvement Program

BE IT RESOLVED, the following amendment to the 2025-2030 Capital Improvement Program is hereby adopted:

Project Title/Description	Current 2025 Funding	Amended 2025 Funding
YR-1 Youth & Rec. Vehicles & Equipment	120 LA	220 LA
YR-3A Pool & Splash Park Safety Surfacing	100 LA	0 LA

5/12/2025
Consent

FINANCIAL IMPACT:

N/A

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30448 **RESOLUTION 2025-463** **ROLL CALL VOTE (ADOPTED)**

Lighting District Extension - 4300 Millersport Highway (Site Plan) - Final Order

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **4300 Millersport Highway Site Plan (Lighting)**
Adoption of Final Order

A Public Hearing on the above matter was held on April 7, 2025 at 7:00 p.m. Once the Public Hearing was deemed closed, the matter was authorized by the Town Board (5-0). A Notice of Adoption Subject to Permissive Referendum was then published in The Amherst Bee.

Now that the referendum period has expired (May 7, 2025), kindly adopt the attached Final Order relative to the above matter.

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments)*
(Agenda Item : May 12, 2025)
Jennifer M. Adams, Interim Town Comptroller (*w/attachments)*
Lynda Juul, Director of Finance (*w/attachments)*
Jessica Boudreau, PE, Project Manager (*w/attachments)*
Steve Floss, Highway Superintendent (*w/attachments)*
Al Spoth, General Crew Chief, Sign/Signal/Streetlighting (*w/attachments)*

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

FINANCIAL IMPACT:

$0.380736 per $1,000 AV

$131.73 for $346,000 (2025 median home value)

RESULT:	**ROLL CALL VOTE (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: 05/12/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30449 **RESOLUTION 2025-464** **ADOPTED**

Assent Agreement with National Grid (Niagara Mohawk) - WSI @ Peanut Line Site (CRS #5535)

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Assent Agreement With National Grid (Niagara Mohawk)**
West Side Interceptor Project @ Peanut Line Crossing
CRS #5535

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement pending (1) final approval by the Town Attorney and/or his designee(s); and (2) pending successful completion of the CRS.

Thank you.

SBB:nmb
c: Tim Koller, Deputy Town Clerk
(Agenda Item : May 12, 2025)
Jeffrey S. Burroughs, PE, Town Engineer
Vaishali Reberholt, PE, Assistant Town Engineer

5/12/2025
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30450 **RESOLUTION 2025-465** **ADOPTED**

Assent Agreement with National Grid (Niagara Mohawk)- WSI @ Pump Station Site (CRS #5536)

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Assent Agreement With National Grid (Niagara Mohawk)**
West Side Interceptor Project @ Pump Station Site
CRS #5536

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement pending (1) final approval by the Town Attorney and/or his designee(s); and (2) pending successful completion of the CRS.

Thank you.

SBB:nmb
c: Tim Koller, Deputy Town Clerk
(Agenda Item : May 12, 2025)
Jeffrey S. Burroughs, PE, Town Engineer
Vaishali Reberholt, PE, Assistant Town Engineer

5/12/2025
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30451 **RESOLUTION 2025-466** **ADOPTED**

Revocable Permit (TX-00971) for Modifying Data Infrastructure on University Facilities (CRS #5534)

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Revocable Permit (TX-00971) For Modifying Data Infrastructure on University Facilities**
(West Side Interceptor Project)
State University of New York (SUNY Buffalo) and Town of Amherst
CRS #5534

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement pending (1) final approval by the Town Attorney and/or his designee(s); and (2) pending successful completion of the CRS.

Thank you.

SBB:nmb
c: Tim Koller, Deputy Town Clerk
(Agenda Item : May 12, 2025)
Jeffrey S. Burroughs, PE, Town Engineer
Vaishali Reberholt, PE, Assistant Town Engineer

5/12/2025
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30452 **RESOLUTION 2025-467** **ADOPTED**

Amendment to Permanent Easement - 6000-6030 N. Bailey Road (CRS #5533)

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Amendment To Permanent Easement**
Mississippi ADP, LLC and Town of Amherst
6000-6030 N. Bailey
CRS #5533

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement attached hereto pending (1) final approval by the Town Attorney and/or his designee(s); and (2) pending successful completion of the CRS.

Thank you.

SBB:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment)*
(Agenda Item : May 12, 2025)

5/12/2025
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

Attachment: AmendmentToPermEasement-05072025104457 (RES-2025-467 : Amendment to Permanent Easement - 6000-6030 N. Bailey Road

AMENDMENT TO PERMANENT EASEMENT

This Amendment to Permanent Easement is dated this _____ day of _____ 2025 and is made between the **Town of Amherst,** a municipal corporation, with an office located at 5583 Main Street, Williamsville, NY 14221 ("Amherst") and **Mississippi ADP,** a New York limited liability company, with an office located at 7978 Cooper Creek Blvd., University Park, FL 34201 ("Benderson").

WHEREAS, RB-3 Associates and the Town of Amherst entered into a Permanent Easement dated May 7, 1990 and recorded June 18, 1990 in the Erie County Clerk's Office in Liber 10184 of Deeds at Page 443 ("Easement") granting Amherst the right to construct, operate and maintain a 30 foot wide Storm Drainage Facility on property more particularly described in Exhibit A and Exhibit B attached thereto (the "Easement Area").

WHEREAS, Mississippi ADP, LLC is the successor in interest to RB-3 Associates, and

WHEREAS, in order allow Benderson to construct, operate, maintain and use an enclosed Walkway between two adjacent buildings located on the property, it will be necessary for Benderson, its permitted representatives and agents to construct, operate, maintain and use a portion of the surface of the Easement Area.

WHEREAS, Amherst consents to Benderson's use of a portion of the surface of Easement Area upon the following terms and conditions:

Benderson represents and warrants that it shall apply the terms and conditions described herein to all permitted representatives and agents of Benderson as if such third parties are set forth fully herein and they shall conduct themselves accordingly. Amherst consents to such use of the Easement Area and Benderson hereby agree as follows:

1. In connection with any activity upon Amherst's Easement:

    a. At least 48 hours before Benderson or its permitted representatives or agents commence activity upon the Easement Area, notice shall be given to the Amherst Building Department's Office located at 5583 Main Street, Williamsville, New York 14221 (telephone number: 716-631-7080). Amherst shall have the option to have an authorized representative be present whenever construction activity is conducted upon the Easement Area. The presence of Amherst representatives or inspectors at the site will not relieve Benderson from liability for any damage or injury that may result from Benderson's activity.

    b. Benderson shall construct the Walkway in accordance with the attached drawing entitled "Proposed Site Modification Detailed Site Plan West "C4.10 and A2.1" which is attached hereto as Exhibit A and made a part hereof. No deviation therefrom shall be made without the express written consent of Amherst.

    c. Upon completion of the Walkway, if requested by Amherst, Benderson shall provide Amherst with an "as-built" drawing of the Walkway in a format acceptable to Amherst.

2. Benderson shall bear all expense incurred in connection with the construction, operation and maintenance of its Walkway.

3. Benderson shall conduct its activity upon Easement Area in compliance with all applicable federal, state and local statutes, rules and regulations and obtain all necessary permits for compliance with said statutes, rules and regulations.

4. Benderson shall conduct its activity upon the Easement Area in a manner that will not interfere with the rights of Amherst in the use and enjoyment of the Easement or endanger or impair the integrity of Amherst's drainage facilities and all such activity shall be conducted in a neat and workmanlike manner.

5. Benderson agrees to assume all risk and liability for damages to any and all property or facilities of Amherst resulting from such activity, or the activities of its permitted representatives or agents at any time, including, specifically, any damage to the drainage facilities, regardless of cause. Benderson further agrees to indemnify, defend and hold harmless Amherst for any and all claims for damages (including reasonable attorney's fees and costs related thereto and incurred by Amherst) to the property of any party other than Amherst or any injury to or death of any person resulting from such activities, or its permitted representatives or agents, regardless of cause or basis for such claim, unless such damage, injury or death results from Amherst's gross negligence.

6. Amherst shall not be responsible for any cost or expense incurred to remove, relocate, repair or replace the Walkway. In the event that Amherst finds it necessary or desirable to conduct any repairs or maintenance of Amherst's Storm Drainage Facility, Amherst will provide Benderson with 45 days written notice to remove said Walkway from the Easement Area. In the event Amherst requires the removal of the Walkway during the period any required repairs or maintenance are made to the Storm Drainage Facility, Benderson may rebuild the Walkway under the same terms and conditions as set forth herein.

7. Except as specifically provided in this Amendment, nothing contained herein shall be construed to limit or otherwise alter the rights and interests of Amherst in the Easement.

8. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors, representatives, agents and assigns.

   Benderson shall, at its own expense, obtain, carry and keep in force commercial general liability insurance against any liability or claim for personal injury, wrongful death or property damage for which it is responsible for with financially responsible insurers authorized to transact insurance business in the State of New York, with a combined single limit of not less than $2,000,000.00 per occurrence and shall name the Town of Amherst as an additional insured on a primary, non-contributory basis. Such insurance shall include all of the coverage typically provided by the Broad Form Comprehensive General Liability Endorsement. Such insurance may be written by additional premises endorsement on any master policy of insurance which may cover other property in addition to the property which is the subject of this Amendment.

9. This Amendment shall be interpreted and construed in accordance with the laws of the State of New York.

10. Any action commenced by either Party to this agreement shall be brought and maintained in the New York State Supreme Court located in the County of Erie.

Attachment: AmendmentToPermEasement-05072025104457 (RES-2025-467 : Amendment to Permanent Easement - 6000-6030 N. Bailey Road

11. This Amendment may be executed in any number of counterparts and delivered by facsimile, electronically or by .pdf file and each such counterpart shall have the same legal effect as an original.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF the Parties hereunto have executed this Amendment as of the date and year first written above.

MISSISSIPPI ADP, LLC

_____
Name: Stephen C. Scalione
Title: Manager

STATE OF FLORIDA)
SS:
COUNTY OF MANATEE)

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen C. Scalione, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

_____
Notary Public

Attachment: AmendmentToPermEasement-05072025104457 (RES-2025-467 : Amendment to Permanent Easement - 6000-6030 N. Bailey Road

THE TOWN OF AMHERST

_____
Name: Brian J. Kulpa
Title: Supervisor

STATE OF NEW YORK)
SS:
COUNTY OF ERIE)

On this ___ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen C. Scalione, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

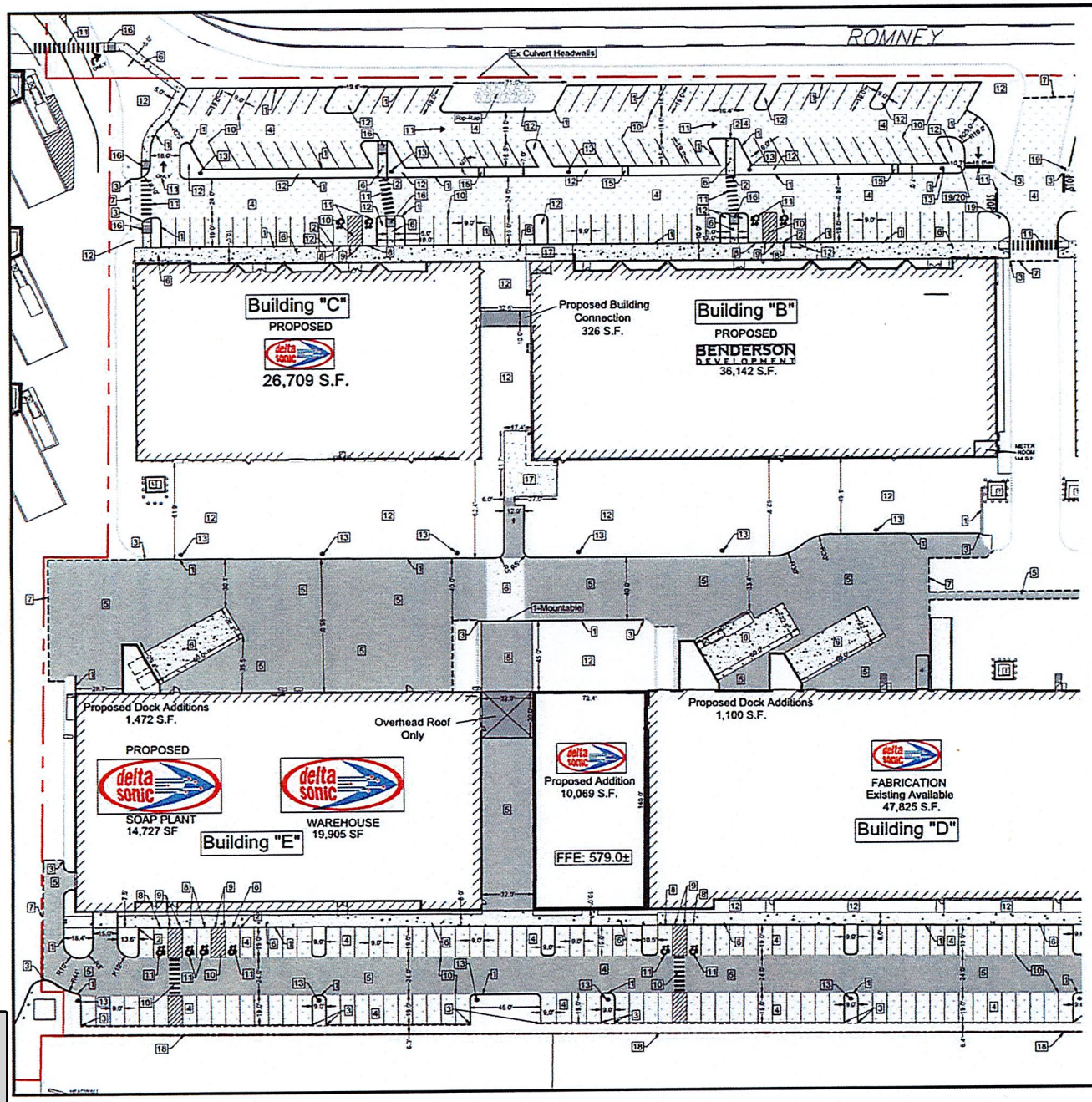
_____
Notary Public

Attachment: AmendmentToPermEasement-05072025104457 (RES-2025-467 : Amendment to Permanent Easement - 6000-6030 N. Bailey Road

EXHIBIT A

"Proposed Site Modification Detailed Site Plan West "C4.10 and A1.0"

Attachment: AmendmentToPermEasement-05072025104457 (RES-2025-467 : Amendment to Permanent Easement - 6000-6030 N. Bailey Road



SITE LEGEND:

- Property line
- 6" Curb (typ).
- Proposed sign & pole
- Proposed Concrete Sidewalk
- Proposed Standard Duty Pavement (Refer to General Note#14)
- Proposed Heavy Duty Pavement

* All curb radii are 3ft unless noted.
* Refer to General Notes, Concstruction Details and Architectural Plans for Concrete Sealer Information.

SITE NOTES:

1. Proposed 6" concrete Curb.
2. Proposed Flush Concrete Curb.
3. Match into Existing Curb or runout over 2'.
4. Proposed Standard Duty Pavement.
5. Proposed Heavy Duty Pavement.
6. Proposed Concrete Pavement/Sidewalk.
7. Match into Existing Pavement.
8. Proposed "Handicapped Parking Only" sign.
9. Proposed "No Parking" sign.
10. 4" Yellow Pavement Stripe (at 2' c-c in no parking zones).
11. Proposed White Pavement symbol (stop bar, directional arrows, accessibility symbol, text)
12. Proposed Landscape Area.
13. Proposed Light Pole Base
14. Proposed Mill and Overlay Asphalt Pavement
15. Proposed 3' Wide Curb Opening
16. Proposed Curb Return Ramp
17. Proposed Paver Sidewalk/Patio
18. Proposed Board on Board Fence
19. Proposed STOP Sign
20. Proposed Do Not Enter Sign

NB: All curb Radii to be 3' unless otherwise noted.

OFFICIAL TOWN USE ONLY

DRAWING REVISIONS:

No.	DATE	BY	REMARKS
1	12.15.2023	DZ	POND UPDATES
2	05.08.2024	DZ	Site Plan Updates
4	07.31.2024	DZ	Site Updates
5	08.12.2024	DZ	Site Updates
7	12.03.2024	DZ	Town Comments
9	12.11.2024	DZ	Updated Sidewalk
10	02.05.2025	DZ	Town Comments

SPECIAL INFORMATION:

ALL CONTRACTORS SHALL GUARANTEE THEIR WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF OWNER'S ACCEPTANCE.

SHOP DRAWING SUBMITTALS ARE REQUIRED FOR ANY AND ALL STRUCTURES.

NOTICE

UNAUTHORIZED ALTERATIONS OF THIS DOCUMENT ARE IN VIOLATION OF SECTION 7209 OF THE STATE EDUCATION LAW

811 Know what's below. Call before you dig.

PROPERTY NUMBER #1723

Amherst Development Park
6000 - 6040 North Bailey Ave
Amherst, NY 14226

PROPOSED SITE MODIFICATIONS

CONSULTANT

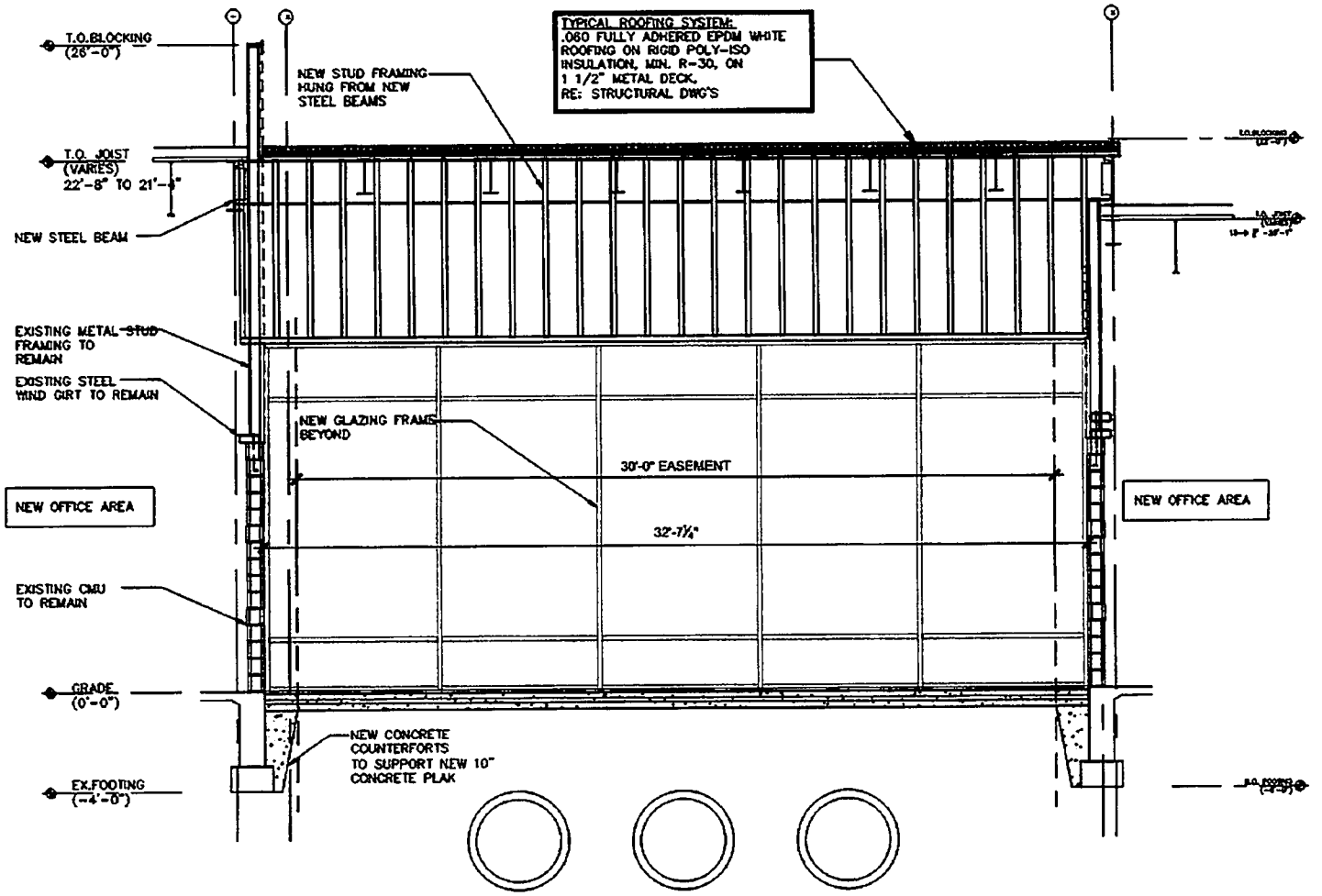
JAMES ALLEN RUMSEY ARCHITECT

BENDERSON DEVELOPMENT
570 DELAWARE AVE., BUFFALO, NY 14202
(716) 886-0211

SEAL

TITLE: Detailed Site Plan (West)

SCALE: 1:30
DRAWN BY: DMZ
CHECKED BY: MAO
DATE: 06.16.2023
DRAWING NO. C4.10



OVERHEAD CONNECTION SECTION

DRAWING REVISIONS:

No.	DATE	BY	REMARKS
-	-	-	-

SPECIAL INFORMATION:

NOTICE

PROPERTY NUMBER 1723

AMHERST DEVELOPMENT PARK
6000 - 6040 NORTH BAILEY AVE
AMHERST, NY 14226

BUILDING CONNECTION

JAMES ALLEN RUMSEY

BENDERSON DEVELOPMENT
570 DELAWARE AVE., BUFFALO, NY 14202
(716) 886-0211

SEAL

EXTERIOR ELEVATION

DRAWN BY: JM
CHECKED BY: JAR
DATE: 10.25.24

DRAWING NO: A2.1

Attachment: AmendmentToPermEasement-05072025104457 (RES-2025-467 : Amendment to Permanent Easement - 6000-6030 N. Bailey Road

CWFH243

TOWN OF AMHERST

PERMANENT EASEMENT

THIS AGREEMENT, made this 2 of ~~April~~ May, 1990; by and between RB-3 ASSOCIATES, a New York general partnership, 570 Delaware Avenue, Buffalo, New York 14202-1284, hereinafter referred to as Grantor and TOWN OF AMHERST, a municipal corporation of the State of New York, having its principal office in the Amherst Municipal Building, 5583 Main Street, Williamsville, New York 14221, hereinafter referred to as TOWN.

AMHERST JOB NO. 880041

TOWN BOARD APPROVAL May 7 1990

AMH

WITNESSETH

WHEREAS, Grantor is the owner of 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 85, Township 12, Range 7 of the Holland Land Company's Survey and commonly known as 6000-6030 N. Bailey Avenue, SBL number 54.14-1-12.21; fronting on the west side of the street or highway known as North Bailey Avenue and bounded on the south by land described as SBL number 54.14-1-12.2, 54.14-1-13 and 54.14-1-12.1 and bounded on the north by land described as SBL number 54.01-2-12 and 54.14-1-12.3.

WHEREAS, TOWN seeks the permission and a non-exclusive easement for Storm Drainage Facility and appurtenances over a portion of said premises and to operate, maintain, repair, re-construct, extend and enlarge in connection therewith.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) paid by TOWN, the receipt of which is hereby acknowledged and other good and valuable consideration, Grantor and TOWN hereto agree as follows:

FIRST: Grantor hereby grants unto TOWN the non-exclusive perpetual right and easement to construct, operate, maintain, repair, re-construct, extend and enlarge said Storm Drainage Facility and appurtenances, upon, under and across that parcel of land being thirty (30) feet in width and more particularly as shown on Exhibit A prepared by Michael J. Matesic, dated March 3, 1989 attached hereto and made a part hereof, the centerline thereof being legally described on Exhibit B attached hereto and made a part hereof, together with the right of ingress and egress with personnel, vehicles and machinery from the highway right of way to herein designated easement area.

SECOND: TOWN hereby agrees that the property of the Grantor shall be restored to the same condition as it existed prior to construction and/or re-construction.

THIRD: Grantor reserves the right to relocate at its expense subject to conditions as imposed by the Town of Amherst Engineer the said easement upon thirty (30) day written notice to TOWN to a practical location to service present and/or future improvements in the event the said easement should interfere with the present use, future development and/or sale of any of its land.

IN WITNESS, Grantor has hereunto set its hand and seal and TOWN has caused this easement to be executed by its duly authorized officer and its corporate seal to be hereunto affixed, the day and year written above.

Town of Amherst

by: Daniel J. Ward, Supervisor

RB-3 Associates

by: Randall Benderson, general partner

(1)

Attachment: PermEasement.5.7.1990-05072025104517 (RES-2025-467 : Amendment to Permanent Easement - 6000-6030 N. Bailey Road (CRS#

6000-6030 North Bailey Avenue
SBL: 54.14-1-12.21

CWFH79

EXHIBIT B
CENTERLINE LEGAL DESCRIPTION
THIRTY (30) FOOT
STORM DRAINAGE EASEMENT .

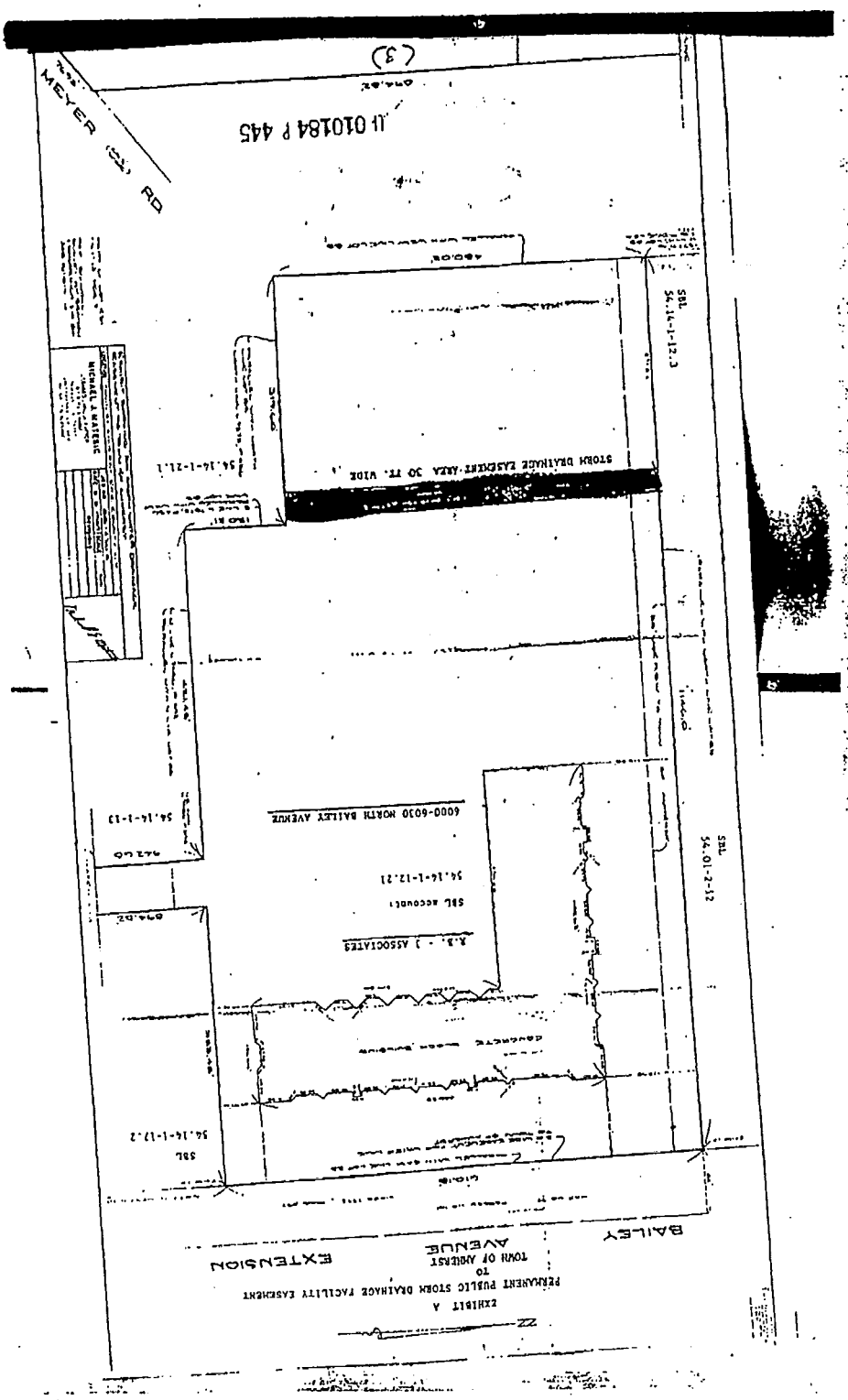
All that plot of land situated in the Town of Amherst, County of Erie and State of New York, being part of Lot Number eighty-five (85), Township twelve (12), Range seven (7) of the Holland Land Company's Survey, bounded and described as follows:

Commencing at a point in the northwesterly line of Meyer Road distant five hundred thirty-seven and twelve hundredths (537.12) feet southwesterly from its intersection with the westerly line of Bailey Avenue Extension; running thence northerly parallel with the west line of said Lot Number eighty-five (85), nine hundred forty-two and sixty-eight hundredths (942.68) feet more or less to a point, said point being the northeast corner of lands conveyed to Niagara Boulevard Towers, Inc. by deed recorded in the Erie County Clerk's Office in Liber 7486 of Deeds at page 392; running thence westerly along the north line of said lands and parallel with the north line of Lot Number eighty-five (85), four hundred twenty-one and forty-five hundredths (421.45) feet more or less, to a point in the east line of lands conveyed to Niagara Boulevard Towers, Inc. by deed recorded in the Erie County Clerk's Office in Liber 7573 of Deeds at page 456; running thence northerly along said east line one hundred thirty and twenty-one hundredths (130.21) feet, more or less to a point; running thence westerly along the north line of said land, and parallel with the north line of said Lot Number eighty-five (85), three hundred nineteen and sixty hundredths (319.60) feet more or less to a point; running thence northerly parallel with the west line of Lot Number eighty-five (85), four hundred eighty and two hundredths (480.02) feet, more or less to a point one thousand five hundred seventy-seven and seventy-one hundredth (1577.71) feet, more of less from the North line of Lot 85; running thence easterly parallel with the north line of said Lot Number eighty-five (85) a distance of two hundred eighty-six and three tenths (286.3) feet, more or less to the true point of beginning; running thence southerly and parallel with the west line of Lot Number eighty-five (85) along said Centerline, four hundred eighty and two hundredths (480.02) feet more or less to a point in a north line of lands conveyed to Niagara Boulevard Towers, Inc. by deed last aforesaid; being the point of termination.

L 010184 P 444

(4)

Attachment: PermEasement.5.7.1990-0507202510451 7 (RES-2025-467 : Amendment to Permanent Easement - 6000-6030 N. Bailey Road (CRS#



Attachment: PermEasement.5.7.1990-05072025104517 (RES-2025-467 : Amendment to Permanent Easement - 6000-6030 N. Bailey Road (CRS#

PERMANENT EASEMENT (Dated, MAY 7, 1990)
6000-6030 NORTH BAILEY AVENUE
SBL: 54.14-1-12.21

STATE OF NEW YORK:
SS:
COUNTY OF ERIE:

On this 9 day of May, 1990, before me personally came DANIEL J. WARD, to me personally known, who being by me duly sworn, did dispose and say that he resides in the Town of Amherst, County of Erie and State of New York; that he is the Supervisor of the TOWN OF AMHERST, the corporation described in, and which executed the above instrument; that he knows the seal of said corporation, and that it was so affixed by order of the Town Board of said corporation; and that he signed his name thereto by like order.

Marcia H Chase
Notary Public

MARCIA H CHASE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 1/31/93

STATE OF NEW YORK)
SS:
COUNTY OF ERIE)

On this 7th day of ~~April~~ May, 1990, before me personally came Randall Benderson, to me known to me to be a general partner of RB-3 Associates, a New York general partnership, and known to me to be the person described in and who executed the foregoing instrument in the partnership name; and said Randall Benderson duly acknowledged that he executed the foregoing instrument for and on behalf of said partnership.

Fred K. Heinle
Notary Public

FRED K. HEINLE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Oct. 31, 19 9[illegible]

FILED
1990 JUN 18 AM 10 37
ERIE COUNTY
CLERK'S OFFICE

RECEIVED
$. EXEMPT...
REAL ESTATE
JUN 12 1990
TRANSFER TAX
25915 ERIE
COUNTY

BOX 224

Permanent Waterline Easement
RB-3 Associates
to
TOWN OF AMHERST

STATE OF NEW YORK
ERIE COUNTY CLERK'S OFFICE
Recorded in Liber 10184 Page 446
of Deeds
on the 18 day of June
A.D. 1990 at 10 o'clock A.M
and examined.
David G. Swanson
CLERK

F 0649 - 17 -
7C - 4 - 0

U 010184 P 446

Attachment: PermEasement.5.7.1990-0507202510451 7 (RES-2025-467 : Amendment to Permanent Easement - 6000-6030 N. Bailey Road (CRS#

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30453 **RESOLUTION 2025-468** **ADOPTED**

Permanent Easement and Right-Of-Way Agreement for Drainage 1565-1703 Niagara Falls Boulevard CRS #5380

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Permanent Easement and Right-of-Way Agreement For Drainage**
Blvdcon, LLC and Town of Amherst
1565-1703 Niagara Falls Boulevard
CRS #5380

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement attached hereto pending (1) final approval by the Town Attorney and/or his designee(s); and (2) pending successful completion of the CRS.

Thank you.

SBB:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachments)*
(Agenda Item : May 12, 2025)

5/12/2025
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

PERMANENT EASEMENT & RIGHT OF WAY AGREEMENT FOR DRAINAGE

THIS INDENTURE made this ____day of _____, 2025 by and between Blvdcon, LLC, a New York limited liability company, having a business address of 7978 Coooper Creek Blvd., University Park, Florida 34201, the party of the First Part and the Town of Amherst, a municipal corporation of the State of the New York, having its principal office in the Amherst Municipal Building, 5583 Main Street, Williamsville, New York 14221, party of the Second Part.

WHEREAS, Blvdcon, LLC is the owner of the real property located in the Town of Amherst, County of Erie and State of New York and more particularly described as S.B.L. No. 54.01-2-12.112; and

WITNESSETH:

That the party of the First Part, for and in consideration of the sum of One and no more Dollars ($1.00 and no more) lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by the party of the Second Part, the receipt of which is hereby acknowledged, DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND RELEASE to the said party of the Second Part, a varying width permanent easement and right-of-way for Drainage purposes, on, over, under, through, across and along land adjacent to the southerly and easterly property lines of land known as Boulevard Consumer Square for the purpose of constructing, maintaining, using, operating, repairing, reconstructing, replacing, renewing and inspecting, said public drainage facility and appurtenances, as the party of the Second Part may deem necessary or desirable, including ingress and egress with personnel, vehicles and machinery from the highway right of way and through and across the property located at 1565 – 1703 Niagara Falls Blvd. as more particularly described on Exhibit "A" and depicted on the sketches labeled Exhibits "B1" and "B2". The real property described on Exhibit A and depicted on Exhibit B1 and B2 are attached hereto and made a part hereof and are hereinafter referred to as the "Easement Area".

The party of the Second Part shall have free and unfettered ingress and egress to the above-mentioned permanent easement and right-of-way for all of the purposes of the permanent easement and right-of-way.

Said easement may be modified at a future date via the Town of Amherst site plan approval process with approval of said modification not to be unreasonably withheld if the application shows no negative impacts to the overall drainage system within the area regardless of the final storage and conveyance capacity.

Attachment: PermEaseROWAgree.1565-1703NFBlvd.Blvdcon-05072025102728 (RES-2025-468 : Permanent Easement and Right-Of-Way

RESERVING, HOWEVER, to the party of the First Part the use of the permanent easement and right-of-way except for the erection of buildings, fences or other structures on the permanent easement of right-of-way, provided the use shall not, in the reasonable opinion of the party of the Second Part, interfere with the rights granted herein including the right to have paving, curbing, driveways, sidewalks, parking spaces, signage, light standards, signage, landscaping and other utilities within and across the Easement Area.

TO HAVE AND TO HOLD the permanent easement and right-of-way herein granted unto the party of the Second Part, its successors and/or assigns, including all installation and appurtenances forever;

NOW THEREFOR, the parties covenant and agree as follows:

FIRST: That the parties do, each to the other, grant such rights and responsibilities to each other as is stated herein.

SECOND: That the party of the First Part hereby releases the Town of Amherst from encumbrances and all claims for damage, from whatsoever cause, incidental to the exercise of any of the rights herein granted at any time hereafter.

THIRD: The party of the Second Part agrees that the property of the Party of the First part shall be reasonably restored to an as like condition as it existed prior to construction, repair and/or reconstruction. All other maintenance and repair of all drives, driveways, roads, sidewalks, parking spaces, curbing, signage, light standards and/or lawn planting and/or cutting, tree, flower and/or shrub cutting and/or removal or the like shall be the responsibility of the Party of the First Part.

FOURTH: Except as otherwise stated herein above, the Party of the First Part, its successors and/or assigns in interest will not construct, install and/or maintain any building, fences or other structures within the boundaries of said Easement Area.

FIFTH: That the party of the First Part does hereby covenant with the party of the Second Part that it is lawfully seized and possessed of the real property described above, that it has a good and lawful right to convey it and any part thereof, including the rights conveyed by this instrument, that the person executing this Easement has the authority to do so, and that it will forever warrant and defend the title thereto against claims of all persons whomsoever.

Attachment: PermEaseROWAgree.1565-1703NFBlvd.Blvdcon-05072025102728 (RES-2025-468 : Permanent Easement and Right-Of-Way

SIXTH: That the party of the First Part will execute or procure any further necessary assurances of title to the permanent easement and right-of-way.

SEVENTH: That the party of the Second Part shall quietly enjoy the permanent easement and right-of-way. If more than one person joins in the execution of this permanent easement and right-of-way or if the grantor be of the feminine sex or be a corporation, the relative words herein shall read as if written in the plural number, or in the feminine or neuter gender, as the case may be; and if more than one party joins in the execution of this instrument, the covenants and agreement hereof shall be their joint and several obligations.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

BLVDCON, LLC

By: _____
Stephen C. Scalione
Manager

STATE OF FLORIDA)
COUNTY OF MANATEE) ss.:

On the _____ day of _____, in the year 2025, before me, the undersigned, personally appeared Stephen C. Scalione, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument

_____
NOTARY PUBLIC

Attachment: PermEaseROWAgree.1565-1703NFBlvd.Blvdcon-05072025102728 (RES-2025-468 : Permanent Easement and Right-Of-Way

TOWN OF AMHERST

By:_____
Brian J. Kulpa
Supervisor

Approved as to Form

By:_____
Steven Floss
Superintendent of Highways

Approved as to Content

By:_____
Jeffrey S. Burroughs, P.E.
Town Engineer

STATE OF NEW YORK)
COUNTY OF ERIE) 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 individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument

_____
NOTARY PUBLIC

Attachment: PermEaseROWAgree.1565-1703NFBlvd.Blvdcon-05072025102728 (RES-2025-468 : Permanent Easement and Right-Of-Way

EXHIBIT A

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 85, Township 12 and Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point on the northerly line of Romney Road, distant 961.25 feet westerly from its intersection with the westerly line of North Bailey Avenue as shown on New York State Department of Transportation Acquisition Map No. 2, Parcel 102, Lockport Expressway, Section 1, said point of beginning being the northwest corner of lands conveyed to the Town of Amherst by deed recorded in the Erie County Clerk's Office in Liber 10927 of Deeds at page 5363 and being on the easterly line of lands conveyed to the Town of Amherst by deed recorded in said Clerk's Office in Liber 10782 of Deeds at page 827;

Running thence N 00°49'34" E along said easterly line of lands conveyed by Liber 10782 of Deeds at page 827 and continuing along a northerly extension thereof, a distance of 67.86 feet to a point;

thence N 89°41'35" E, a distance of 252.06 feet to a point;

thence N 46°06'18" E, a distance of 24.89 feet to a point;

thence N 89°22'57" E, a distance of 118.96 feet to a point;

thence S 59°45'27" E, a distance of 21.47 feet to a point;

thence S 16°11'22" E, a distance of 22.12 feet to a point;

thence N 89°45'26" E, a distance of 69.28 feet to a point;

thence N 89°18'15" E, a distance of 209.81 feet to a point;

thence N 27°02'49" E, a distance of 29.84 feet to a point;

thence N 61°27'21" E, a distance of 45.32 feet to a point;

thence S 89°57'21" E, a distance of 124.29 feet to a point;

thence N 48°03'10" E, a distance of 66.69 feet to a point;

thence N 00°05'36" W, a distance of 584.11 feet to a point;

thence N 04°30'29" E, a distance of 87.25 feet to a point;

thence N 00°28'32" E, a distance of 152.48 feet to a point;

thence N 13°24'55" W, a distance of 27.64 feet to a point;

thence N 36°30'12" W, a distance of 37.92 feet to a point;

thence northwesterly along a curve to the left having a radius of 472.96 feet, an arc length of 294.59 feet to a point;

thence N 42°57'23" E, a distance of 50.00 feet to a point on the southwesterly line of said North Bailey Avenue;

thence southeasterly along said southwesterly line of North Bailey Avenue on a curve to the right having a radius of 522.95 feet, an arc length of 371.70 feet to a point of tangency;

Attachment: PermEaseROWAgree.1565-1703NFBlvd.Blvdcon-05072025102728 (RES-2025-468 : Permanent Easement and Right-Of-Way

thence S 02°10'30" E along said westerly line of North Bailey Avenue, a distance of 119.48 feet to a point;

thence S 00°05'36" E, along said westerly line of North Bailey Avenue a distance of 800.59 feet to a point;

thence westerly along a curve to the right having a radius of 29.50 feet, an arc length of 5.43 feet to a point of tangency;

thence S 75°14'56" W, a distance of 47.42 feet to a point of curvature;

thence westerly along a curve to the left having a radius of 180.00 feet, an arc length of 58.96 feet to a point of tangency;

thence S 56°28'48" W, a distance of 54.40 feet to a point of curvature;

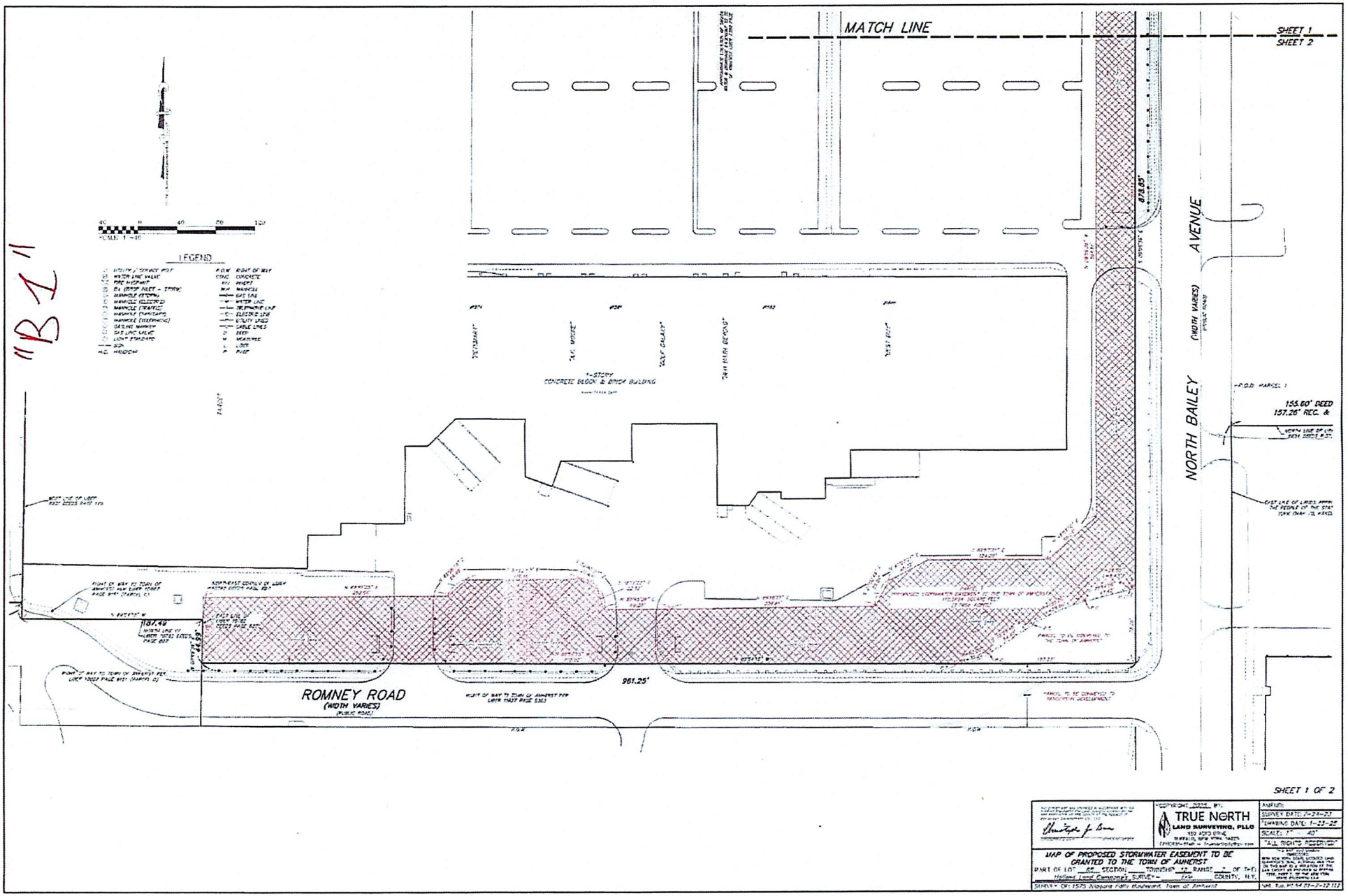
thence westerly along a curve to the right having a radius of 60.00 feet, an arc length of 35.20 feet to a point of tangency on the northerly line of Romney Road as conveyed by deed aforesaid;

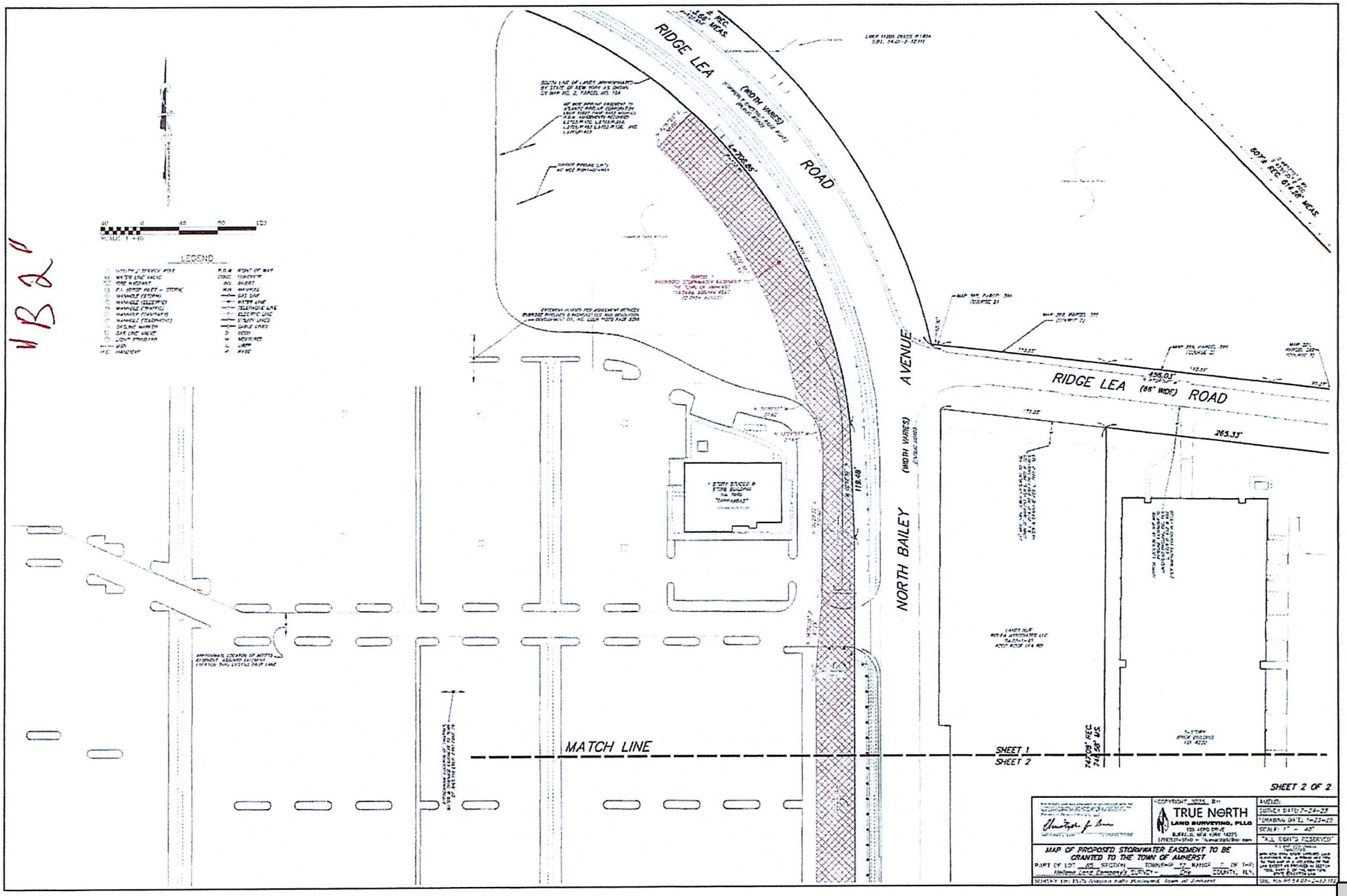
thence N 89°54'15" W along the northerly line of Romney Road as conveyed by deed aforesaid, a distance of 778.02 feet to the point of beginning.

Said parcel containing an area of 119,569 square feet (2.745 acres), more or less.

Attachment: PermEaseROWAgree.1565-1703NFBlvd.Blvdcon-05072025102728 (RES-2025-468 : Permanent Easement and Right-Of-Way

Attachment: PermEaseROWAgree.1565-1703NFBlvd.Blvdcon-05072025102728 (RES-2025-468 : Permanent Easement and Right-Of-Way




RIDGE LEA ROAD (WIDTH VARIES)
RIDGE LEA (66' WIDE) ROAD
NORTH BAILEY AVENUE (WIDTH VARIES)
L=726.85'
119.49'
265.33'
MATCH LINE
SHEET 1
SHEET 2
LEGEND
SHEET 2 OF 2
TRUE NORTH
LAND SURVEYING, PLLC
MAP OF PROPOSED STORMWATER EASEMENT TO BE GRANTED TO THE TOWN OF AMHERST

WB2'

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30454 **RESOLUTION 2025-469** **ADOPTED**

Permanent Easement and Right-Of-Way Agreement for Drainage - 4200 & 4230 Ridge Lea Road (CRS #5381)

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Permanent Easement and Right-of-Way Agreement For Drainage**
Ridlea Associates, LLC and Town of Amherst
4200 & 4230 Ridge Lea Road
CRS #5381

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement attached hereto pending (1) final approval by the Town Attorney and/or his designee(s); and (2) pending successful completion of the CRS.

Thank you.

SBB:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment)*
(Agenda Item : May 12, 2025)

5/12/2025
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

Attachment: PermEaseROWAgree.4200.4230RidgeLea.RidleaAssoc-05072025102817 (RES-2025-469 : Permanent Easement and Right-Of-Way

PERMANENT EASEMENT & RIGHT OF WAY AGREEMENT FOR DRAINAGE

THIS INDENTURE made this ___day of _____, 2025 by and between Ridlea Associates, LLC, a New York limited liability company, having a business address of 7978 Coooper Creek Blvd., University Park, Florida 34201, the party of the First Part and the Town of Amherst, a municipal corporation of the State of the New York, having its principal office in the Amherst Municipal Building, 5583 Main Street, Williamsville, New York 14221, party of the Second Part.

WHEREAS, Ridlea Associates, LLC is the owner of the real property located in the Town of Amherst, County of Erie and State of New York and more particularly described as S.B.L. No. 54.02-1-43.11 & SBL No. 54.02-1-44.121; and

WITNESSETH:

That the party of the First Part, for and in consideration of the sum of One and no more Dollars ($1.00 and no more) lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by the party of the Second Part, the receipt of which is hereby acknowledged, DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND RELEASE to the said party of the Second Part, a varying width permanent easement and right-of-way for Drainage purposes, on, over, under, through, across and along land adjacent to the westerly property lines of land known as Amherst Commerce Center and as described on Exhibit A & Exhibit B for the purpose of constructing, maintaining, using, operating, repairing, reconstructing, replacing, renewing and inspecting, said public drainage facility and appurtenances, as the party of the Second Part may deem necessary or desirable, including ingress and egress with personnel, vehicles and machinery from the highway right of way and through and across the property located at 4200 & 4230 Ridge Lea Road and as more particularly described as Parcel 1, Parcel 2 and Parcel 3 on Exhibit "A" and depicted on the sketch labeled Exhibit "B". The real property described on Exhibit A and depicted on Exhibit B are attached hereto and made a part hereof and are hereinafter referred to as the "Easement Area".

The party of the Second Part shall have free and unfettered ingress and egress to the above-mentioned permanent easement and right-of-way for all of the purposes of the permanent easement and right-of-way.

Said easement may be modified at a future date via the Town of Amherst site plan approval process with approval of said modification not to be unreasonably withheld if the application shows no negative impacts to the overall drainage system within the area regardless of the final storage and conveyance capacity.

Attachment: PermEaseROWAgree.4200.4230RidgeLea.RidleaAssoc-05072025102817 (RES-2025-469 : Permanent Easement and Right-Of-Way

RESERVING, HOWEVER, to the party of the First Part the use of the permanent easement and right-of-way except for the erection of buildings, fences or other structures on the permanent easement of right-of-way, provided the use shall not, in the reasonable opinion of the party of the Second Part, interfere with the rights granted herein including the right to have paving, curbing, driveways, sidewalks, parking spaces, signage, light standards, signage, landscaping and other utilities within and across the Easement Area.

TO HAVE AND TO HOLD the permanent easement and right-of-way herein granted unto the party of the Second Part, its successors and/or assigns, including all installation and appurtenances forever;

NOW THEREFOR, the parties covenant and agree as follows:

FIRST: That the parties do, each to the other, grant such rights and responsibilities to each other as is stated herein.

SECOND: That the party of the First Part hereby releases the Town of Amherst from encumbrances and all claims for damage, from whatsoever cause, incidental to the exercise of any of the rights herein granted at any time hereafter.

THIRD: The party of the Second Part agrees that the property of the Party of the First part shall be reasonably restored to an as like condition as it existed prior to construction, repair and/or reconstruction. All other maintenance and repair of all drives, driveways, roads, sidewalks, parking spaces, curbing, signage, light standards and/or lawn planting and/or cutting, tree, flower and/or shrub cutting and/or removal or the like shall be the responsibility of the Party of the First Part.

FOURTH: Except as otherwise stated herein above, the Party of the First Part, its successors and/or assigns in interest will not construct, install and/or maintain any building, fences or other structures within the boundaries of said Easement Area.

FIFTH: That the party of the First Part does hereby covenant with the party of the Second Part that it is lawfully seized and possessed of the real property described above, that it has a good and lawful right to convey it and any part thereof, including the rights conveyed by this instrument, that the person executing this Easement has the authority to do so, and that it will forever warrant and defend the title thereto against claims of all persons whomsoever.

SIXTH: That the party of the First Part will execute or procure any further necessary assurances of title to the permanent easement and right-of-way.

SEVENTH: That the party of the Second Part shall quietly enjoy the permanent easement and right-of-way. If more than one person joins in the execution of this permanent easement and right-of-way or if the grantor be of the feminine sex or be a corporation, the relative words herein shall read as if written in the plural number, or in the feminine or neuter gender, as the case may be; and if more than one party joins in the execution of this instrument, the covenants and agreement hereof shall be their joint and several obligations.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

RIDLEA ASSOCIATES, LLC

By: _____
Stephen C. Scalione
Manager

STATE OF FLORIDA)
COUNTY OF MANATEE) ss.:

On the _____ day of _____, in the year 2025, before me, the undersigned, personally appeared Stephen C. Scalione, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument

_____
NOTARY PUBLIC

Attachment: PermEaseROWAgree.4200.4230RidgeLea.RidleaAssoc-05072025102817 (RES-2025-469 : Permanent Easement and Right-Of-Way

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Approved as to Form

By: _____
Jeffrey S. Burroughs, P.E.
Superintendent of Highways

Approved as to Content

By: _____
Town Engineer

STATE OF NEW YORK)
COUNTY OF ERIE) 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 individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument

_____
NOTARY PUBLIC

Attachment: PermEaseROWAgree.4200.4230RidgeLea.RidleaAssoc-05072025102817 (RES-2025-469 : Permanent Easement and Right-Of-Way

EXHIBIT A

PARCEL 1

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 85, Township 12 and Range 7 of the Holland Land Company's Survey and being more particularly bounded and described as follows:

COMMENCING at the point of intersection of the southerly line of Ridge Lea Road as acquired by the People of the State of New York for the construction of Interstate Route Connection No. 590-1-2, Powerline Expressway, Section 2 at its intersection with an easterly line of North Bailey Extension, said point being the most northeasterly corner of lands conveyed to the New York State Department of Transportation for the Lockport Expressway, Section 1, Erie County and shown on Map 2, Parcel 102;

RUNNING THENCE S 00°23'31" W along the easterly line of North Bailey Extension and along an easterly line of said Map 2, Parcel 102, a distance of 330.18 feet to the northwest corner of lands conveyed to the New York State Department of Transportation for the Lockport Expressway, Section 1, Erie County and shown on Map 78, Parcel 103;

THENCE S 88°45'37" E along a northerly line of said North Bailey Extension and the northerly line of said Map 78, Parcel 103, a distance of 11.59 feet to the northeast corner thereof;

THENCE S 00°03'23" E along the easterly line of said North Bailey Extension and along the easterly line of said Map 78, Parcel 103 and continuing along the most easterly line of said Map 2, Parcel 102, a distance of 444.28 feet to THE TRUE POINT OF BEGINNING;

Running thence S 19°38'53" E, a distance of 35.31 feet to a point;

thence S 00°23'54" W, a distance of 238.81 feet to a point;

thence S 53°57'59" W, a distance of 12.29 feet to a point on said easterly line of North Bailey Extension;

thence N 00°03'23" W along said easterly line of North Bailey Extension, a distance of 279.28 feet to a the point of beginning,

Said parcel containing an area of 2,833 square feet (0.065 acres), more or less.

Attachment: PermEaseROWAgree.4200.4230RidgeLea.RidleaAssoc-05072025102817 (RES-2025-469 : Permanent Easement and Right-Of-Way

EXHIBIT A

PARCEL 2

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 85, Township 12 and Range 7 of the Holland Land Company's Survey and being more particularly bounded and described as follows:

COMMENCING at the point of intersection of the southerly line of Ridge Lea Road as acquired by the People of the State of New York for the construction of Interstate Route Connection No. 590-1-2, Powerline Expressway, Section 2 at its intersection with an easterly line of North Bailey Extension, said point being the most northeasterly corner of lands conveyed to the New York State Department of Transportation for the Lockport Expressway, Section 1, Erie County and shown on Map 2, Parcel 102;

RUNNING THENCE S 00°23'31" W along the easterly line of North Bailey Extension and along an easterly line of said Map 2, Parcel 102, a distance of 163.46 feet to THE TRUE POINT OF BEGINNING;

Running thence N 89°10'19" E, a distance of 22.66 feet to a point;

thence S 00°16'15" W, a distance of 291.74 feet to a point;

thence N 89°57'21" W, a distance of 10.71 feet to a point on the westerly line of North Bailey Extension as conveyed to the New York State Department of Transportation for the Lockport Expressway, Section 1, Erie County and shown on Map 78, Parcel 103;

thence N 00°03'23" W, a distance of 124.43 feet to the northeast corner of said Map 78, Parcel 103;

continuing thence N 00°03'23" W, a distance of 147.12 feet to a point;

thence S 89°10'19" W, a distance of 10.44 feet to a point on said westerly line of North Bailey Extension as shown on Map 2, Parcel 102;

thence N 00°23'31" E along said westerly line of North Bailey Extension as shown on Map 2, Parcel 102, a distance of 20.00 feet to the point of beginning.

Said parcel containing an area of 3,575 square feet (0.082 acres), more or less.

Attachment: PermEaseROWAgree.4200.4230RidgeLea.RidleaAssoc-05072025102817 (RES-2025-469 : Permanent Easement and Right-Of-Way

EXHIBIT A

PARCEL 3

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lots 85 and 86, Township 12, Range 7 of the Holland Land Survey, bounded and described as follows:

BEGINNING at a point in the northeasterly line of Ridge Lea Road (as a 66 foot wide road) at the intersection with Course 3, on Parcel No. 384 of Map No. 384, (Interstate Route Connection 590-1-2, Powerline Expressway Section 2);

Thence N 00°40'00" W, a distance of 274.25 feet to a point being the terminal point of Course 5 on Parcel No. 311 of Map No. 311, (Interstate Route Connection 590-1-2, Powerline Expressway Section 2);

Thence N 89°52'30" E and along the southerly line of Course 1, on Parcel No. 311 of Map No. 311, (Interstate Route Connection 590-1-2, Powerline Expressway Section 2), a distance of 29.96 feet to a point in the southwesterly line of The Youngmann Memorial Highway (Interstate 290);

Thence S 55°14'01" E along the said southwesterly line of The Youngmann Memorial Highway, a distance of 637.43 feet to an angle point therein;

Thence S 44°17'15" E along the said southwesterly line of The Youngmann Memorial Highway, a distance of 614.28 feet to a point in the northerly line of said Ridge Lea Road;

Thence westerly along the said northerly line of Ridge Lea Road along a curve to the left having a radius of 607.47 feet, an arc distance of 143.21 feet to a point of tangency;

Thence N 83°26'57" W along the said northerly line of Ridge Lea Road, a distance of 456.03 feet to an angle point therein;

Thence northwesterly along northeasterly line of said Ridge Lea Road along a curve to the left having a radius of 622.958 feet, an arc distance of 613.66 feet to the point and place of beginning.

Intending to describe the same parcel as called out in a Deed filed in Liber 11206 of Deeds at page 1404.

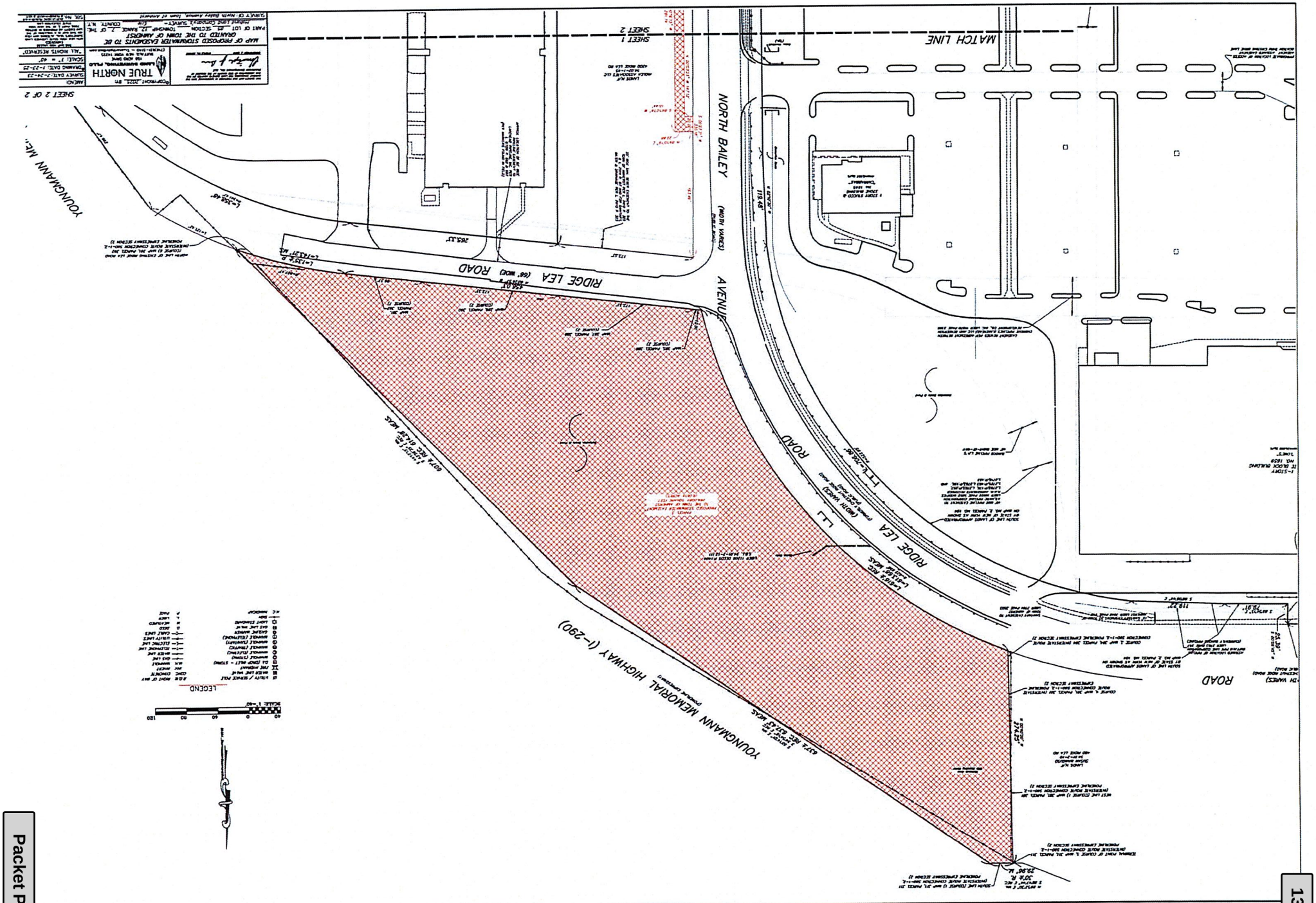
Said parcel containing an area of 264,008 square feet (6.061 acres), more or less.

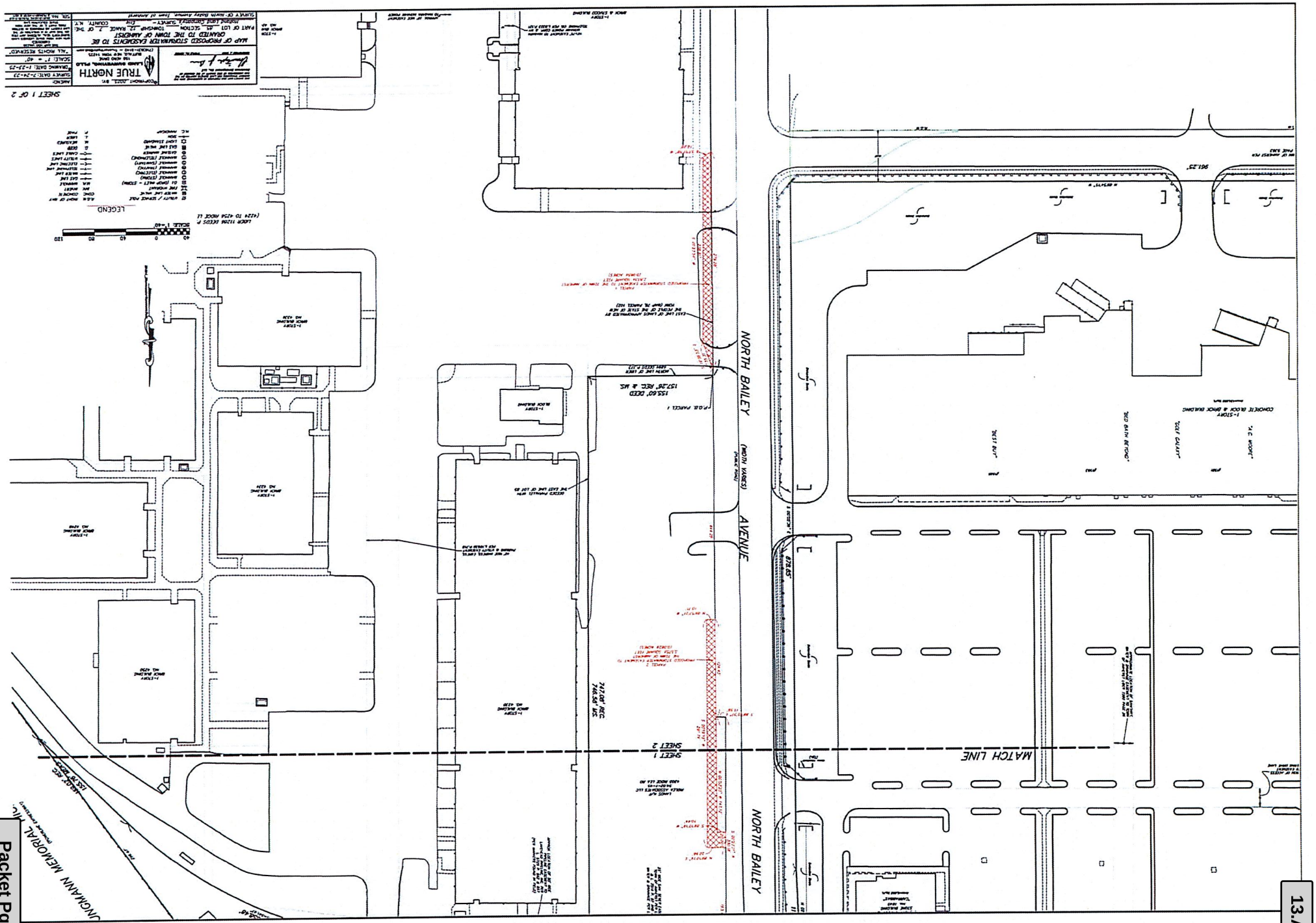
Attachment: PermEaseROWAgree.4200.4230RidgeLea.RidleaAssoc-05072025102817 (RES-2025-469 : Permanent Easement and Right-Of-Way

EXHIBIT B

SHEET 1 AND SHEET 2 FOLLOW

Attachment: PermEaseROWAgree.4200.4230RidgeLea.RidleaAssoc-05072025102817 (RES-2025-469 : Permanent Easement and Right-Of-Way


NORTH BAILEY AVENUE
RIDGE LEA ROAD
YOUNGMANN MEMORIAL HIGHWAY (I-290)
MATCH LINE
SHEET 1
SHEET 2
TRUE NORTH


NORTH BAILEY AVENUE (NORTH VARIES)
NORTH BAILEY
MATCH LINE
SHEET 1
SHEET 2
TRUE NORTH
MAP OF PROPOSED STORMWATER EASEMENTS TO BE GRANTED TO THE TOWN OF AMHERST
LEGEND
SCALE 1"=40'
961.23'
678.65'
747.08' REC
744.58' M.
155.60' DEED
157.38' REC. & M.S.
MONUMENT NO. 1238
MONUMENT NO. 1239
MONUMENT NO. 1240
MONUMENT NO. 1241
MONUMENT NO. 1242
MONUMENT NO. 1243
MONUMENT NO. 1244
MONUMENT NO. 1245
MONUMENT NO. 1246
MONUMENT NO. 1247
MONUMENT NO. 1248
MONUMENT NO. 1249
MONUMENT NO. 1250
MONUMENT NO.

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30455 **RESOLUTION 2025-470** **ADOPTED**

Acceptance of Warranty Deed with Lien Covenant (CRS #5531) and Quit Claim Deed (CRS #5532)

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Acceptance of Warranty Deed With Lien Covenant (Blvdcon, LLC and Town of Amherst) (CRS #5531)**

Quit Claim Deed (Mississippi ADP, LLC and Town of Amherst) (CRS #5532)

Kindly adopt a resolution authorizing the Supervisor to accept the Warranty Deed with Lien Covenant attached hereto and to also authorize the Supervisor to execute the Quit Claim Deed attached hereto pending (1) final approval by the Town Attorney and/or his designee(s); and (2) pending successful completion of the CRS.

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments)*
(Agenda Item : May 12, 2025)

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

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

QUIT CLAIM DEED

THIS INDENTURE, made the _____ day of _____, in the year 2025 between the Town of Amherst, a municipal corporation of the State of New York, having its principal office in the Amherst Municipal Building, 5583 Main Street, Williamsville, New York 14221, party of the first part, and Mississippi ADP, LLC, a New York limited liability company, having its principal office at 7978 Cooper Creek Blvd., Suite 100, University Park, Florida 34201, party of the second part.

WITNESSETH, that the party of the first part, in consideration of One and No More Dollars ($1.00 and no more) paid by the party of the second part, does hereby quit claim and release unto the party of the second part, its successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land situate in the Town of Amherst, County of Erie and State of New York being more particularly described on Exhibit A attached hereto.

SUBJECT TO easements, rights-of-way, covenants and restrictions of record if any.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

TOWN OF AMHERST

By:_____
Name: Brian J. Kulpa
Title: Supervisor of the Town of Amherst

STATE OF NEW YORK)
)**ss:**
COUNTY OF ERIE)

On the ____ day of _____ in the year 2025, before me, the undersigned, a notary public in and for said state, 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 the within 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

Attachment: QuitClaimDeed-05072025101612 (RES-2025-470 : Acceptance of Warranty Deed with Lien Covenant (CRS# 5531) and Quit Claim

EXHIBIT A

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 85, Township 12 and Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the southeast corner of lands conveyed to the Town of Amherst by deed recorded in the Erie County Clerk's Office in Liber 10927 of Deeds at page 5363, said point of beginning being the point of intersection of the southerly line of Romney Road and the westerly line of North Bailey Avenue as shown on New York State Department of Transportation Acquision Map No. 2, Parcel 102, Lockport Expressway, Section 1;

RUNNING THENCE N 89°54'15" W along the southerly line of Romney Road as conveyed by deed aforesaid, a distance of 211.93 feet to a point;

THENCE N 00°05'45" E, a distance of 2.08 feet to a point;

THENCE NORTHEASTERLY along a curve to the left having a radius of 160.00 feet, an arc distance of 92.76 feet to a point of tangency, said curve having a chord bearing of N 73°05'27" E and a chord distance of 91.47 feet;

THENCE N 56°28'53" E, a distance of 13.57 feet to a point of curvature;

THENCE NORTHEASTERLY along a curve to the right having a radius of 140.00 feet, an arc distance of 42.19 feet to a point of tangency;

THENCE N 73°44'53" E, a distance of 42.32 feet to a point on the northerly line of Romney Road as conveyed by deed aforesaid;

THENCE S 89°54'15" E along said northerly line of Romney Road, a distance of 34.24 feet to its intersection with said westerly line of North Bailey Avenue;

THENCE S 00°05'36" E along said westerly line of North Bailey Avenue, a distance of 66.00 feet to the point of beginning.

Said parcel containing an area of 7,783 square feet, more or less.

Attachment: QuitClaimDeed-05072025101612 (RES-2025-470 : Acceptance of Warranty Deed with Lien Covenant (CRS# 5531) and Quit Claim

WARRANTY DEED WITH LIEN COVENANT

THIS INDENTURE, made this _____ day of _____, 20259 between BLVDCON, LLC , a New York limited liability company, with an address of 7978 Cooper Creek Boulevard, University Park, Florida 34201, party of the first part and THE TOWN OF AMHERST, a municipal corporation of the State of New York, with an address of 5583 Main Street, Williamsville, New York 14221, party of the second part.

WITNESSETH, that the said party of the first part, in consideration of ONE AND NO MORE DOLLARS ($1.00 and no more) lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, and the improvements located thereon, situated in the Town of Amherst, County of Erie, State of New York, as more particularly described on Exhibit A attached hereto and made a part hereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to the said premises.

TO HAVE AND TO HOLD, the above granted premises unto the said party of the second part, its successors and assigns forever.

AND the said party of the first part does covenant with said party of the second part as follows:

FIRST: That the party of the second part shall quietly enjoy the said premises.

SECOND: That the said party of the first part will forever WARRANT the title to said premises.

THIRD: Subject to the trust fund provisions of the section thirteen of the lien law.

IN WITNESS WHEREOF, the said party of the first part has executed this document on the day and year first above written.

BLVDCON, LLC

By:_____
Stephen C. Scalione, Manager

Attachment: WarrantyDeedWithLienCovenant-05072025101552 (RES-2025-470 : Acceptance of Warranty Deed with Lien Covenant (CRS# 5531)

STATE OF FORIDA)
)ss:
COUNTY OF MANATEE)

On the ____ day of _____ in the year 2025 before me, the undersigned, a notary public in and for said state, personally appeared Stephen C. Scalione, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within 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

Attachment: WarrantyDeedWithLienCovenant-05072025101552 (RES-2025-470 : Acceptance of Warranty Deed with Lien Covenant (CRS# 5531)

EXHIBIT A

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 85, Township 12 and Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the southeast corner of lands conveyed to the Town of Amherst by deed recorded in the Erie County Clerk's Office in Liber 10927 of Deeds at page 5363, said point of beginning being the point of intersection of the southerly line of Romney Road and the westerly line of North Bailey Avenue as shown on New York State Department of Transportation Acquision Map No. 2, Parcel 102, Lockport Expressway, Section 1;

RUNNING THENCE N 89°54'15" W along the southerly line of Romney Road as conveyed by deed aforesaid, a distance of 211.93 feet to a point;

THENCE N 00°05'45" E, a distance of 2.08 feet to a point;

THENCE NORTHEASTERLY along a curve to the left having a radius of 160.00 feet, an arc distance of 92.76 feet to a point of tangency, said curve having a chord bearing of N 73°05'27" E and a chord distance of 91.47 feet;

THENCE N 56°28'53" E, a distance of 13.57 feet to a point of curvature;

THENCE NORTHEASTERLY along a curve to the right having a radius of 140.00 feet, an arc distance of 42.19 feet to a point of tangency;

THENCE N 73°44'53" E, a distance of 42.32 feet to a point on the northerly line of Romney Road as conveyed by deed aforesaid;

THENCE S 89°54'15" E along said northerly line of Romney Road, a distance of 34.24 feet to its intersection with said westerly line of North Bailey Avenue;

THENCE S 00°05'36" E along said westerly line of North Bailey Avenue, a distance of 66.00 feet to the point of beginning.

Said parcel containing an area of 7,783 square feet, more or less.

Attachment: WarrantyDeedWithLienCovenant-05072025101552 (RES-2025-470 : Acceptance of Warranty Deed with Lien Covenant (CRS# 5531)

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30456 **RESOLUTION 2025-471** **ROLL CALL VOTE (ADOPTED)**

Land Swap Agreement - Mississippi ADP, LLC, Blvdcon, LLC and Town of Amherst CRS #5530

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Land Swap Agreement Between:**
Mississippi ADP, LLC, Blvdcon, LLC and Town of Amherst
CRS #5530

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement attached hereto pending (1) final approval by the Town Attorney and/or his designee(s); (2) pending successful completion of the CRS; and further (3) authorizing the scheduling of a Public Hearing to effectuate the swap should that be required.

Thank you.

SBB:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment)*
(Agenda Item : May 12, 2025)

5/12/2025
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: Land Swap Agreement (Final) (RES-2025-471 : Land Swap Agreement - Mississippi ADP, LLC, Blvdcon, LLC and Town of Amherst

LAND SWAP AGREEMENT

THIS LAND SWAP AGREEMENT ("Agreement") is made and entered into this _____day of _____, 2025 (the **"Effective Date"),** by and between THE TOWN OF AMHERST, a municipal corporation of the State of New York (hereafter referred to as the "Town") and Mississippi ADP, LLC, a New York limited liability company (hereafter referred to the as "Mississippi") and BLVDCON, LLC, a New York limited liability company (hereafter referred to as "BLVDCON").

WHEREAS, the Town owns that certain parcel of land located within Romney Road in the Town of Amherst, County of Erie and State of New York, legally described on **Exhibit A** attached hereto and incorporated herein and depicted on the "Romney Road Relocation Map" depicted on **Exhibit C** attached hereto and incorporated herein (the "Town Parcel"), and

WHEREAS, BLVDCON owns that certain parcel of land located north of the existing Romney Road in the Town of Amherst, County of Erie and State of New York, legally described on **Exhibit B** attached hereto and incorporated herein and depicted on the "Romney Road Relocation Map" depicted on **Exhibit C** attached hereto and incorporated herein (the "BLVDCON Parcel"), and

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Land Swap.** In consideration of mutual promises contained herein, the Town agrees to convey the Town Parcel to Mississippi by Quit Claim Deed and BLVDCON agrees to convey the BLVDCON Parcel to the Town by Warranty Deed as required hereunder.

2. **Consideration for the Town Parcel.** Mississippi agrees to pay $1.00 for the Town Parcel, receipt of which is hereby acknowledged.

3. **Consideration for BLVDCON Parcel.** Town agrees to pay $1.00 for the BLVDCON Parcel, receipt of which is hereby acknowledged.

4. **Timing of Closing.** The Closing shall occur within fifteen days after the written approval of the Town Board of the Town of Amherst.

5. **Title Evidence.** BLVDCON at its sole cost and expense has provided to the Town Stewart Title Insurance Company Title Search No. 81323905 together with Stewart Title Insurance Policy # providing fee title insurance coverage on behalf of the Town of Amherst in the amount of $45,000.00. Mississippi shall at its sole cost and expense obtain and provide the Title Search and Fee Title Insurance Policy to the Town Parcel. BLVDCON and Town shall each have the obligation to convey good and marketable title to its respective Parcel, free and clear of mortgages, security interests, and other matters of record which would materially and adversely affect use of the respective Parcel for its intended use. If the Town or Mississippi objects to any title matter disclosed therein, then that party shall notify the other party in writing within thirty (30) days of the Effective Date. Each party then shall have fourteen (14) days to respond to the other party's title objections. The parties shall negotiate in good faith to resolve any such objections, but neither party shall have the obligation to resolve any objection or incur any cost in connection therewith. If such

objection is not resolved within a period of thirty (30) days after the date of written notice of such objection, either party shall have the right, as its sole remedy, to terminate this Agreement by written notice to the other party within 10 days after the expiration of such 30 day period. If the objecting party does not so terminate this Agreement, the objecting party will be deemed to have waived its objection and each such title matter will be a **"Permitted Encumbrance"**.

6. **Town Approval of Land Swap.** The respective obligations of the parties hereunder are each expressly contingent on approval in writing of the conveyances contemplated hereunder by the Town Board of the Town of Amherst.

7. **Representations.** Each of the parties hereto warrants to the other party with respect to their parcel the following:

(a) Town represents and warrants, upon information and belief and without independent investigation, to Mississippi that Town has no actual knowledge of the presence or release of any hazardous or toxic substances or any other substance regulated by any federal, state or HRA statute, ordinance, regulation, rule or other law relating to environmental or health matters (collectively, **"Environmental Laws")** on, in or under the Town Parcel.

(b) BLVDCON represents and warrants to Town that BLVDCON has no actual knowledge of the presence or release of any hazardous or toxic substances or any other substance regulated by any Environmental Laws on, in or under the BLVDCON Parcel.

(c) Each party is in good standing and has the appropriate authority to enter into this Agreement and the transactions contemplated herein. The person or party executing this Agreement and the documents executed and delivered at Closing has or will have the proper authority to bind such party, as applicable.

(d) Each Parcel is in full compliance with all applicable codes, laws and regulations.

(e) There is no legal action or litigation of any kind affecting the Parcels.

(f) No options or rights of first refusal exist with respect to the Parcels.

(g) There are no outstanding financial or other obligations of the parties with respect to the Parcels, which will not be satisfied by the applicable party before Closing.

The representations set forth above in this Section 7 shall survive Closing for a period of six months.

8. **Closing Deliveries.** At the Closing, BLVDCON shall deliver to Town (i) a duly executed Warranty Deed in recordable form, as provided in Section 1, subject only to Permitted Encumbrances; (ii) a standard seller's affidavit; (iii) a FIRPTA affidavit; (iv) evidence as to the authority of the persons executing documents on behalf of such party, (v) an acceptable "marked-up" report of title insurance Policy establishing good and marketable title to the Town as contemplated hereinabove, (vi) and all other documents reasonably necessary to consummate the transaction contemplated by this Agreement. At the Closing,

Attachment: Land Swap Agreement (Final) (RES-2025-471 : Land Swap Agreement - Mississippi ADP, LLC, Blvdcon, LLC and Town of Amherst

Town shall deliver to Mississippi (i) a duly executed Quit Claim Deed in recordable form, as provided in Section 1, subject only to Permitted Encumbrances; (ii) a standard seller's affidavit; (iii) a FIRPTA affidavit; (iv) evidence as to the authority of the persons executing documents on behalf of such party, (v) and all other documents reasonably necessary to consummate the transaction contemplated by this Agreement.

9. **Proration at Closing.** All real estate taxes due on the Parcels in the year of Closing shall be prorated between the parties as of the date of Closing. All real estate taxes due for years prior to the year of Closing shall be paid in full by the seller, along with any levied, pending or deferred special assessments due in the year of Closing.

10. **Closing Costs. (a)** Each party shall pay all state deed tax or transfer tax for the recording of the deed related to such party's Parcel; (b) each party shall pay the cost of recording all documents necessary to place record title of its Parcel in the condition warranted by such party in this Agreement, (c) each party will pay the cost of recording the deed conveying title to the Parcel to be acquired; and (d) any other costs required to be paid by in connection with Closing will be paid as provided in this Agreement or in accordance with local custom if not so provided herein.

11. **As Is Purchase.** Except for the representations set forth in Section 12 above, the Town Parcel is being sold to Mississippi and the BLVDCON Parcel is being sold to the Town n "AS IS, WITH ALL FAULTS" condition, without representations or warranties by either party.

12. **Default and Remedies.** In the event of a default hereunder by either party which is not cured within 10 days after written notice from the non-defaulting party that such default exists, the non-defaulting party may (i) terminate this Agreement or (ii) seek equitable relief by way of specific performance to enforce performance of the terms of this Agreement, provided that an action for specific performance must be commenced within 120 days after such right arises. The foregoing remedies shall be the only remedies available to the parties upon a default hereunder.

13. **Entire Agreement.** This Agreement (including all exhibits hereto) contains the entire agreement of the parties and supersedes all prior discussions, negotiations and agreements with respect to the subject matter hereof. This Agreement may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

Notices. Notices hereunder shall be deemed properly delivered when and if either (i) personally delivered; or (ii) one (1) business day after deposit with Federal Express or other commercial overnight courier; or (iii) three (3) business days after deposit in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, to the Parties as set forth below:

If to the Town: The Town of Amherst
5583 Main Street
Williamsville, NY 14221

Attachment: Land Swap Agreement (Final) (RES-2025-471 : Land Swap Agreement - Mississippi ADP, LLC, Blvdcon, LLC and Town of Amherst

Attention: Steven B. Bengart, Town Attorney

With a copy to: The Amherst Town Supervisors Office
5583 Main Street
Williamsville, NY 14221
Attention Town Supervisor, Brian Kulpa

If to BLVDCON or Mississippi: Benderson Development Company, LLC
7978 Cooper Creek Blvd.
University Park, FL 34201
Attention: Kevin M. Kinney, Counsel

14. **Counterparts: Fax and PDF Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signature pages of this Agreement transmitted to any party via facsimile or Portable Document Format (PDF) shall be deemed to be originals for all purposes hereunder.

IN WITNESS WHEREOF the Parties hereunto have executed this Agreement as of the date and year first written above.

THE TOWN OF AMHERST

_____
Name: Brian J. Kulpa
Title: Supervisor

MISSISSIPPI ADP, LLC

_____
Name: Stephen C. Scalione
Title: Manager

BLVDCON, LLC

_____
Name: Stephen C. Scalione
Title: Manager

Attachment: Land Swap Agreement (Final) (RES-2025-471 : Land Swap Agreement - Mississippi ADP, LLC, Blvdcon, LLC and Town of Amherst

EXHIBIT A

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 85, Township 12 and Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the southeast corner of lands conveyed to the Town of Amherst by deed recorded in the Erie County Clerk's Office in Liber 10927 of Deeds at page 5363, said point of beginning being the point of intersection of the southerly line of Romney Road and the westerly line of North Bailey Avenue as shown on New York State Department of Transportation Acquisition Map No. 2, Parcel 102, Lockport Expressway, Section 1;

RUNNING THENCE N 89°54'15" W along the southerly line of Romney Road as conveyed by deed aforesaid, a distance of 211.93 feet to a point;

THENCE N 00°05'45" E, a distance of 2.08 feet to a point;

THENCE NORTHEASTERLY along a curve to the left having a radius of 160.00 feet, an arc distance of 92.76 feet to a point of tangency, said curve having a chord bearing of N 73°05'27" E and a chord distance of 91.47 feet;

THENCE N 56°28'53" E, a distance of 13.57 feet to a point of curvature;

THENCE NORTHEASTERLY along a curve to the right having a radius of 140.00 feet, an arc distance of 42.19 feet to a point of tangency;

THENCE N 73°44'53" E, a distance of 42.32 feet to a point on the northerly line of Romney Road as conveyed by deed aforesaid;

THENCE S 89°54'15" E along said northerly line of Romney Road, a distance of 34.24 feet to its intersection with said westerly line of North Bailey Avenue;

THENCE S 00°05'36" E along said westerly line of North Bailey Avenue, a distance of 66.00 feet to the point of beginning.

Said parcel containing an area of 7,783 square feet, more or less.

Attachment: Land Swap Agreement (Final) (RES-2025-471 : Land Swap Agreement - Mississippi ADP, LLC, Blvdcon, LLC and Town of Amherst

EXHIBIT B

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 85, Township 12 and Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the northeast corner of lands conveyed to the Town of Amherst by deed recorded in the Erie County Clerk's Office in Liber 10927 of Deeds at page 5363, said point of beginning being the point of intersection of the northerly line of Romney Road and the westerly line of North Bailey Avenue as shown on New York State Department of Transportation Acquisition Map No. 2, Parcel 102, Lockport Expressway, Section 1;

RUNNING THENCE N 89°54'15" W along the northerly line of Romney Road as conveyed by deed aforesaid, a distance of 183.23 feet to a point;

THENCE NORTHEASTERLY along a curve to the left having a radius of 60.00 feet, an arc distance of 35.20 feet to a point of tangency, said curve having a chord bearing of N 73°17'16" E and a chord distance of 34.70 feet;

THENCE N 56°28'48" E, a distance of 54.40 feet to a point of curvature;

THENCE NORTHEASTERLY along a curve to the right having a radius of 180.00 feet, an arc distance of 58.96 feet to a point of tangency;

THENCE N 75°14'56" E, a distance of 47.42 feet to a point of curvature;

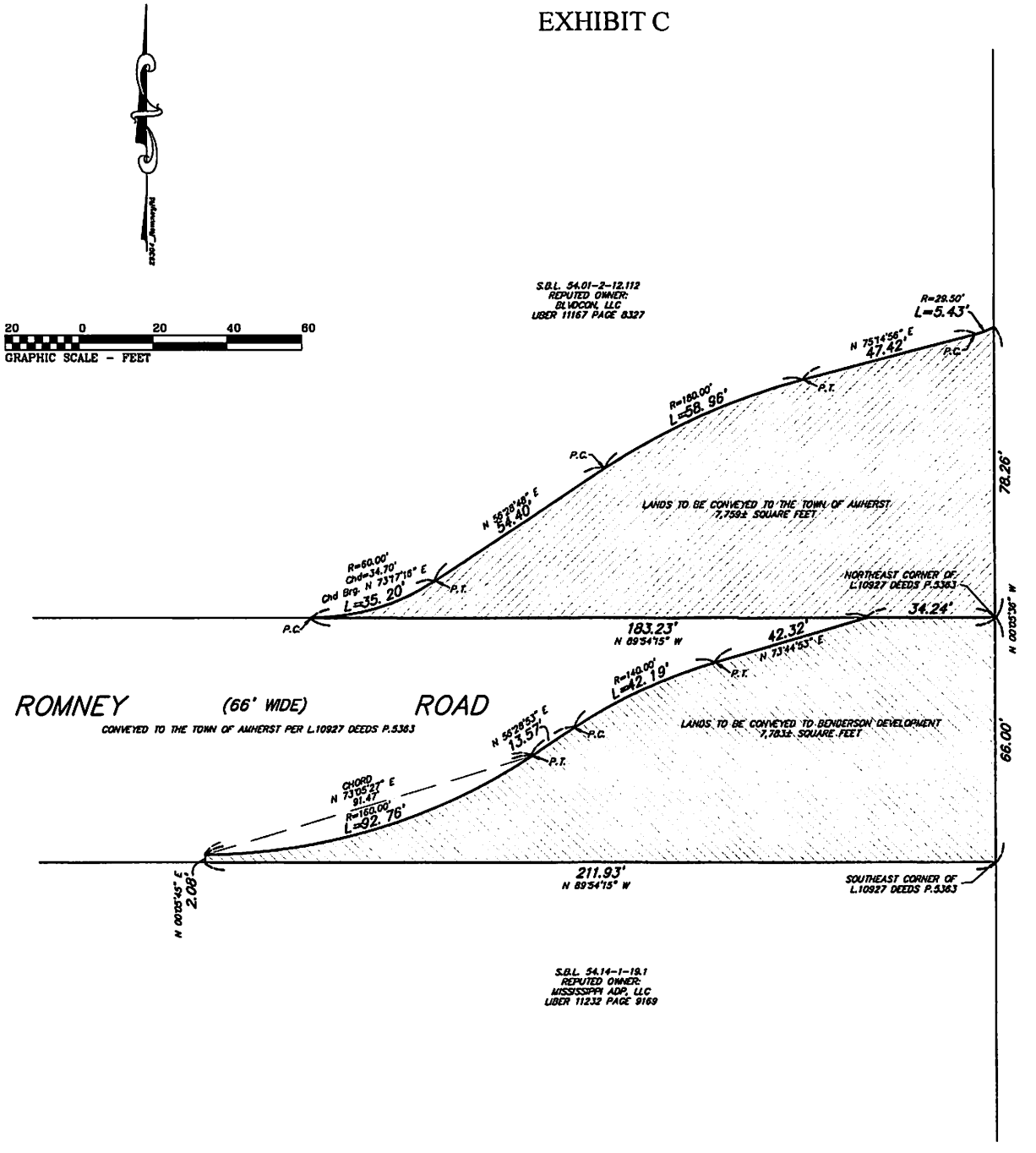
THENCE NORTHEASTERLY along a curve to the left having a radius of 29.50 feet, an arc length of 5.43 feet to a point of said westerly line of North Bailey Avenue;

THENCE S 00°05'36" E along said westerly line of North Bailey Avenue, a distance of 78.26 feet to the point of beginning.

Said parcel containing an area of 7,759 square feet, more or less.

Attachment: Land Swap Agreement (Final) (RES-2025-471 : Land Swap Agreement - Mississippi ADP, LLC, Blvdcon, LLC and Town of

EXHIBIT C



THIS SURVEY MAP WAS PREPARED IN ACCORDANCE WITH THE CURRENT STANDARDS FOR LAND SURVEYS ADOPTED BY THE BAR ASSOCIATION OF ERIE COUNTY AT THE REQUEST OF Benderson Development Co., LLC

CHRISTOPHER J. BUSH — NYSPLS lic. #049468

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TRUE NORTH
LAND SURVEYING, PLLC
150 AERO DRIVE
BUFFALO, NEW YORK 14225
(716)631-5140 ~ Truenorthplloc@aol.com

AMEND:
SURVEY DATE: 7-24-23
©DRAWING DATE: 1-9-25
SCALE: 1" = 20'
"ALL RIGHTS RESERVE
THIS MAP VOID UNLESS EMBOSSED WITH NEW YORK STATE LICENSED LAND SURVEYOR'S SEAL. ALTERING ANY ITEM ON THIS MAP IS A VIOLATION OF THE LAW EXCEPT AS PROVIDED IN SECTION

ROMNEY ROAD RELOCATION MAP

PART OF LOT 85 SECTION ___ TOWNSHIP 12 RANGE 7 OF THE: Holland Land Company's SURVEY – Erie COUNTY,

SURVEY OF: Romney Road at North Bailey Avenue, Town of Amherst

Attachment: Land Swap Agreement (Final) (RES-2025-471 : Land Swap Agreement - Mississippi ADP, LLC, Blvdcon, LLC and Town of Amherst

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30457 **RESOLUTION 2025-472** **ADOPTED**

Release of Maintenance Jurisdiction to NYSDOT

AGENDA ITEM : MAY 12TH, 2025

TO: **Town Board**

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

DATE: **May 7, 2025**

RE: **Release of Maintenance Jurisdiction To NYSDOT**

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

BE IT RESOLVED that the Supervisor and/or Superintendent of Highways are hereby authorized to release maintenance jurisdiction of the east terminus of Ridge Lea Road from Ridge Lea and North Bailey Avenue through and to its end limit to the New York State Department of Transportation (aerial photo attached) at no cost to the Town; and

BE IT FURTHER RESOLVED that the Supervisor and/or Superintendent of Highways are authorized to execute any documents necessary to complete the release.

Thank you.

SBB:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment*)
(Agenda Item : May 12, 2025)

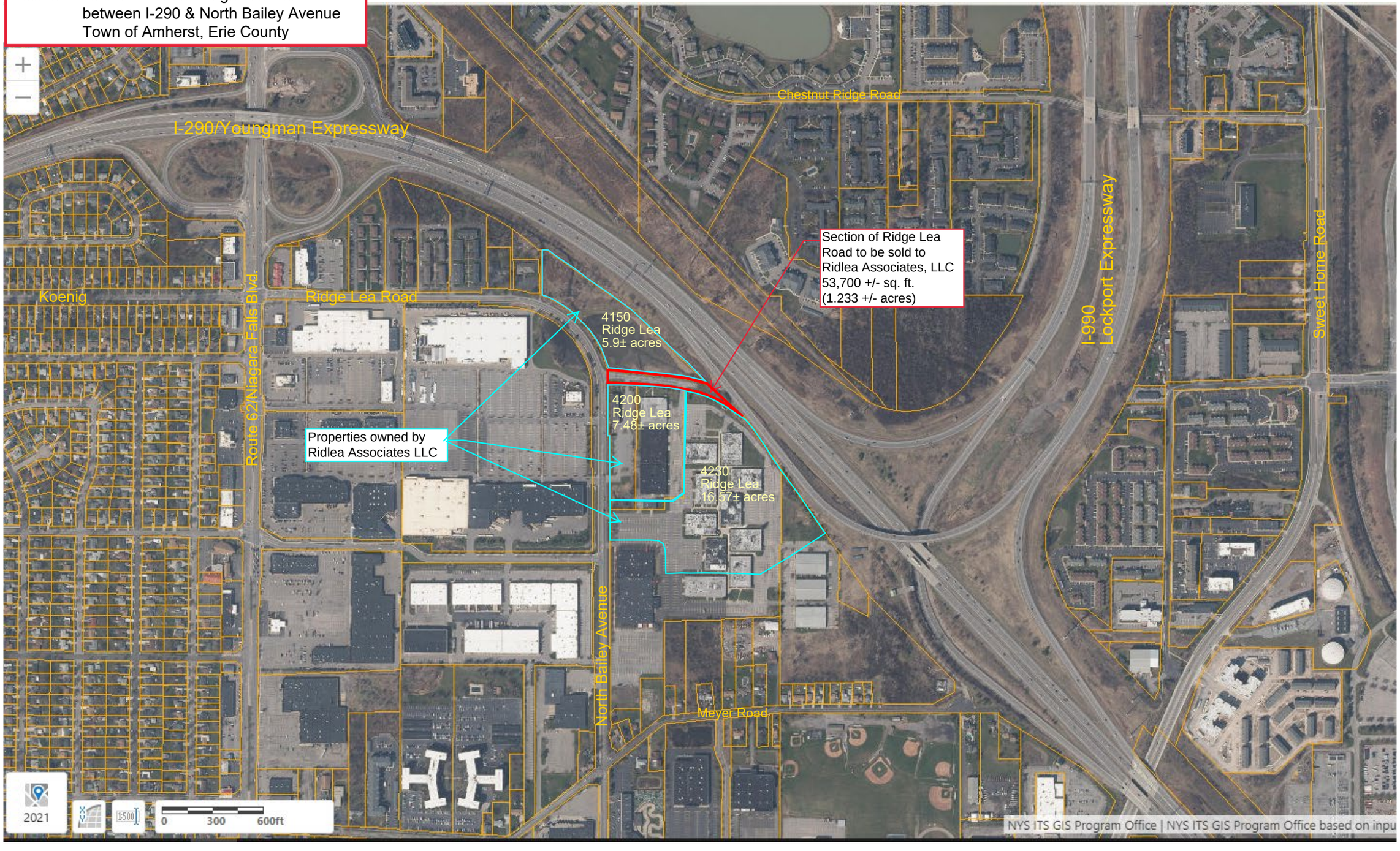
5/12/2025
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

Surplus Property Case No. 05-III-2511
Use & Occupancy Permit 51922
Location: East terminus of Ridge Lea Road
between I-290 & North Bailey Avenue
Town of Amherst, Erie County



Attachment: Aerial.ReleaseofMtceJurisdictiontoNYSDOT (RES-2025-472 : Release of Maintenance Jurisdiction to NYSDOT)

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30413 **RESOLUTION 2025-473** **ADOPTED**

New Firefighters for Getzville Fire Company

New firefighters for the Getzville Fire Company live in the Town of Amherst and reside within the Getzville fire district.

Daniel A. Hartman
25 Heim Rd
Williamsville, NY 14221

Juan Cardine F. De Souza
144 Miller Rd
Getzville, NY 14068

Brenno Ferreira De Souza
144 Miller Rd
Getzville, NY 14068

5/12/2025
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: Daniel A. Hartman Jr

Applicant Home Address: 25 Heim Rd Williamsville, NY 14221

Under penalty of perjury I, Daniel A. Hartman affirm I am an applicant to be a member of the, Getzville Fire Co. (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: Daniel A Hartman JR

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: B W.

Title: Corporate Secretary

Date: 4-24-2025

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: 20250424132445979 (RES-2025-473 : New Firefighters for Getzville Fire Company)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: JUANCARDINE FERREIRA DE SOUZA

Applicant Home Address: 144 MILLER ROAD

Under penalty of perjury I, JUAN CARDINE F. SOUSA affirm I am an applicant to be a member of the, TOWN OF AMHERST VOLUNTEER FIRE DP. (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: JUANCARDINE F. SOUSA

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: B W Pat

Title: CORPORATE SEC.

Date: 5-5-2025

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: 20250505131356635 (RES-2025-473 : New Firefighters for Getzville Fire Company)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: BRENNO FERREIRA DE SOUZA

Applicant Home Address: 144 MILLER ROAD

Under penalty of perjury I, BRENNO FERREIRA DE SOUZA affirm I am an applicant to be a member of the, GETZVILLE FIRE CO (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: BRENNO F. DE SOUZA

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: B W. Pu

Title: CORPORATE SEC.

Date:

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: 20250505132011214 (RES-2025-473 : New Firefighters for Getzville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30426 **RESOLUTION 2025-474** **ADOPTED**

New Firefighter for Main-Transit Fire Department

New firefighter for the Main-Transit Fire Department lives in the Town of Amherst and resides within the fire district.

Michael Broadbent
202 Patrice Terrace
Williamsville, NY 14221

5/12/2025
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: MICHAEL BROADBENT

Applicant Home Address: 202 PATRICE TERRACE

Under penalty of perjury I, MICHAEL BROADBENT affirm I am an applicant to be a member of the, MAIN TRANSIT (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: _____

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: SR. CAPTAIN

Date: 5/5/25

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: Broadbent - Residency (RES-2025-474 : 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: 05/12/25 07:00 PM
Department: Central Alarm
Initiated by: **Thomas Merrill**
Co-Sponsored by:

DOC ID: 30416 **RESOLUTION 2025-475** **ADOPTED**

Millington Lockwood Agreement CRS #5486

Request the Supervisor to sign an agreement with Millington Lockwood for the purchase of a dispatch office chair through New York State OGS contract #PC70241.

5/12/2025
Consent

FINANCIAL IMPACT:

A3020 2100 $903.90

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

millington lockwood
BUSINESS INTERIOR SOLUTIONS

MillerKnoll
CERTIFIED DEALER

Proposal

3901 Genesee Street
Suite 800
Buffalo, NY 14225
Phone: 716-633-5600
www.millingtonlockwood.com

Quote/Order No	53783
Date	04/17/2025
Customer PO No	
Customer Account	AMHERST
Salesperson	Brendan Hurley
Project Number	
Terms	NET 15 DAYS
Page	1 of 2

TO
Town of Amherst
5583 Main Street
Williamsville, NY 14221

ATTN: **

SHIP TO
Town of Amherst Central Fire Alarm Office
500 John James Audubon Parkway
Amherst, NY 14228

ATTN: CALL DISPATCHER: 716-689-1212

Available Through Miller Knoll NYS Contract PC70241
Purchase Order Made Out To :
MillerKnoll
c/o Millington Lockwood Business Interiors
855 East Main Ave.
Zeeland, MI 49464

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	1.00 Each	Herman Miller Inc. AER1C22HW--ALP-G1-G1-G1-C7-BK-231-03 +Work Chair,New Aeron,C Size,Std-Hgt Range Adj,Tlt Lim,Hgt Adj Arms,Non-Uphst Armpads ALP:+adjustable posturefit SL G1:+graphite (CP) G1:+graphite (CP) G1:+graphite (CP) C7:+2 1/2" caster, black yoke, hard floors or carpet BK:+black 231:+8Z Pellicle-Pr Cat 1 03:+8Z Pellicle graphite	818.90	818.90
2	1.00 Each	Herman Miller Inc. Inside Delivery-- Inside Delivery HMI Net Allowable 25% := $818.90 x .25 = $204.73	85.00	85.00

TOTAL:	**$903.90**
EXEMPT_SALES	$0.00
GRAND TOTAL:	$903.90

Attachment: Millington Lockwood CRS (RES-2025-475 : MillingtonLockwood Agreement CRS# 5486)

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: Millington Lockwood CRS (RES-2025-475 : MillingtonLockwood Agreement CRS# 5486)

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: Millington Lockwood CRS (RES-2025-475 : MillingtonLockwood Agreement CRS# 5486)

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:

Millington Lockwood, Inc.
Print Name of Company

By: _____
Signature

Dakota J. Kickman
Printed name

Date: 04/24/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Millington Lockwood CRS (RES-2025-475 : MillingtonLockwood Agreement CRS# 5486)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 160529380
MILLINGTON LOCKWOOD INC
3901 GENESEE STREET, SUITE 800
BUFFALO NY 14225

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
MILLINGTON LOCKWOOD INC 3901 GENESEE STREET, SUITE 800 BUFFALO NY 14225	TOWN OF AMHERST 5583 MAIN STREET BUFFALO NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G1331 996-7	340213	03/01/2025 TO 03/01/2026	4/24/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1331 996-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 956961917

U-26.3

Attachment: Millington Lockwood CRS (RES-2025-475 : MillingtonLockwood Agreement CRS# 5486)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
285 Delaware Avenue, Suite 4000
Buffalo NY 14202

CONTACT NAME: Client Service Team
PHONE (A/C, No, Ext): 800-716-8314 **FAX (A/C, No):** 855-595-4605
E-MAIL ADDRESS: GGB.BU2.CL.Srv@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Chubb National Insurance Company	10052
INSURER B : Great Northern Insurance Company	20303
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MILLIN1
Millington Lockwood, Inc.
dba AMP Interior Construction
3901 Genesee Street, Suite 800
Buffalo NY 14225

COVERAGES **CERTIFICATE NUMBER:** 950954448 **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	Y		D01765346	6/30/2024	6/30/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			73634906	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			78199681	6/30/2024	6/30/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Installation Coverage			D01765346	6/30/2024	6/30/2025	Per Location	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Demountable Partition Installation

Town of Amherst is included as an additional insured under the general liability if required by written contract.

CERTIFICATE HOLDER

Town of Amherst
1100 North Forest Road
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Millington Lockwood CRS (RES-2025-475 : MillingtonLockwood Agreement CRS# 5486)

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)
MILLINGTON LOCKWOOD INC DBA RICHWAY REFI NISHING
3901 GENESEE STREET
BUFFALO, NY 14225

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
716-633-5600

1c. Federal Employer Identification Number of Insured or Social Security Number
160529380

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Town of Amherst
5583 Main Street
Buffalo, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL524315

3c. Policy effective period
01/01/2024 to 12/31/2025

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/15/2024 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Leston Welsh,Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Millington Lockwood CRS (RES-2025-475 : MillingtonLockwood Agreement CRS# 5486)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: Millington Lockwood CRS (RES-2025-475 : MillingtonLockwood Agreement CRS# 5486)

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 30436 **RESOLUTION 2025-476** **ADOPTED**

Budget Transfers and Amendments

For May 12, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 05/07/2025
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:***
N2154.4003 AMH HOME Admin-10% Admin $21,137.63	N2154.1000 Personal Svcs $19,167.28
N2154.4003 Longevity $1,190.00	N2154.1600 Retro-Pay $1,723.09
N2154.4050 Mileage $1,073.00	N2154.8010 Retirement $4,275.39
N2154.8050 Hospital & Med Ins $202.11	N2154.1853 Sick Leave Incentive $255.96
N2154.8051 Dental $931.97	
N2154.8052 Vision $884.44	
N2154.8030 FICA $2.57	
To transfer funds within AMH HOME Admin account to close out.	
B3620.2200 Passenger Vehicles $18,268.00	B3620.1000 Personal Services $16,970.00
	B3620.8030 FICA $1,298.00
To transfer funds for seasonal employee for records management project.	
N2435.4000 Belmont Housing- Contractual $2,340.00	N2421.4000 AMH - Contractual $2,340.00
Requested per Department.	
A1990.4000 Contingency $100,000.00	A7147.1000 Personal Services $37,000.00
	A7147.8030 FICA $3,000.00
	A7147.8050 Health Insurance $18,000.00
	A7147.4110 Contractual $22,000.00
	A7147.4700 Utilities- Gas $10,000.00
	A7147.4710 Utilities- Electric $10,000.00
To transfer funds budgeted in contingency into Royal Park Recreation.	

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
N2423.02785 CDBG & VG- PI $13,431.35	N2423.4000 Contractual $13,431.35
N2430.02785 CDBG P/R- PI $3,357.84	N2430.1000 Personal Svcs $3,119.22
	N2430.8030 FICA $238.62
To recognize Community Development program income from 369 Niagara Falls Blvd, Amherst.	
N2444.02785 CHEEK HOME- PI $2,448.00	N2444.4000 Contractual $2,448.00
N2449.02785 HOME Admin- PI $272.00	N2449.4003 10% Admin $272.00
To recognize Community Development program income from 50 Ridge Park, Cheektowaga.	

N2423.02785 CDBG & VG- PI $16,707.80 N2423.4000 Contractual $16,707.80
N2430.02785 CDBG P/R- PI $4,176.95 N2430.1000 Personal Svcs $3,880.12
N2430.8030 FICA $296.83
To recognize Community Development program income from 19 Cypress Court, Amherst.

KP2408.05031 Interfund Transfer In $366,087.53 KP2408.4971 Design $366,087.53 *To recognize interfund transfer in from sewer fund balance for Boulevard Central District Sanitary Sewer Improvements KP2408.*

KP2408.03097 State Capital Grant $31,000,000.00 KP2408.4972 Construction Exp $31,000,000.00
To set-up the funds for the Grant Disbursement Agreement for the Boulevard Mall Infrastructure Capital.

5/12/2025
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: 05/12/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 30437 **RESOLUTION 2025-477** **ADOPTED**

Donation Acceptance

For May 12, 2025 Town Board Agenda

To: Town Board

From: Office of Town Comptroller

Date: 5/12/2025

Re: Donation Acceptance

Please accept the donation received from the Amherst Generations Foundation, Inc. in the amount of $11,149.48 for the Senior Center Café project. Funds will be used towards the purchase of an open display cooler.

Budget Amendment -Increase:

KP2349.02770 Senior Center Café- Miscellaneous Revenue $11,149.48

KP2349. 2600 Senior Center Café- Other Equipment $11,149.48

5/12/2025
Consent

FINANCIAL IMPACT:

See Description.

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: 05/12/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 30438 **RESOLUTION 2025-478** **ADOPTED**

Fund Balance Use

For May 12, 2025 Town Board Agenda

To: Town Board

From: Office of Town Comptroller

Date: 5/12/2025

Re: Fund Balance Use

WHEREAS, the Town is entering into a contract with Empire State Development (CRS #5496) for the Grant Disbursement Agreement (GDA) in the amount of $31,000,000 for the Boulevard Mall Infrastructure Capital project, in which there are costs of $366,087.53 that will be incurred by the project that are outside the grant ($311,087.53 in ESD costs and $55,000 in bonding costs); and

WHEREAS, the Sewer Fund has a projected Fund Balance at December 31, 2024 that is in excess of 10% of the 2025 budgeted expenditures as required under the Town's Fund Balance Policy;

NOW THEREFORE BE IT RESOLVED, that the 2025 Sewer Budget be amended to appropriate $366,087.53 of fund balance and increase account G9000-9000 Inter-Fund Transfers by the same amount.

5/12/2025
Consent

FINANCIAL IMPACT:

Account: G9000-9000 $366,087.53

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: 05/12/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30409 **RESOLUTION 2025-479** **ADOPTED**

Extension of RFP #202105 Vision Coverage - CRS #5476

WHEREAS, Eastern Vision Service Plan IPA, Inc. dba VSP Vision Care has agreed to extend the contract for Vision Coverage (Original CRS #2810);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Eastern Vision Service Plan IPA, Inc. dba VSP Vision Care through August 31, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Eastern Vision Service Plan IPA, Inc. dba VSP Vision Care.

5/12/2025
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

Vision Benefit Renewal Notice

CUSTOMIZED FOR TOWN OF AMHERST – 12265951
Renewal Effective Date: 9/1/2025

vsp vision care

Benefits that Hit the Spot

You've already found the "fit" in your vision benefits, so let's keep them going. Here are details to renew your current plan—providing just what your team needs and values. Let's continue to amaze your employees by all that's included.

Big on Access

A huge provider network with private practice and retail locations, and an in-network, online-shop offering today's trendiest eyewear.

Easy on the Wallet

Give your team the lowest out-of-pocket costs on exams and lenses of any vision carrier.*

Coverage for More than 20/20 Vision

Keep healthcare costs down with built-in coverage for urgent and medical eye care and extra preventative care for employees with diabetes.

VSP SIGNATURE PLAN®: CUSTOMIZED BENEFIT OPTIONS AND MONTHLY RATES

	CURRENT PLAN	
Frequency		
Exam	Every 12 months	
Lenses	Every 12 months	
Frame	Every 24 months	
Contact Lenses (Instead of lenses and frame)	Every 12 months	
Copays and Allowances		
Exam Copay	$15	
Lens/Frame Copay	$25	
Frame Allowance	$200	
Contact Lens Exam Copay	$60	
Contact Lens Allowance	$130	
Enhancements and Supplemental Benefits		
	LightCare	
Rates	**Current Rate**	**Renewal Rate**
		Rate/Negotiated Rate
Employee Only	$4.18	$4.18
Employee + Family	$8.94	$8.94
Rate Guarantee	2 years	2 years
Commissions	Sliding 10%	Sliding 10%

This Renewal Notice has been designed by VSP® specifically for Town of Amherst, headquartered in New York. Rates include all applicable taxes, health assessment, and platform participation fees known as of the date of the renewal.

Ready to renew your plan?
Fill out and return your renewal acceptance at least 60 days before your renewal effective date.

Attachment: VSP CRS (RES-2025-479 : Extension of RFP #202105 Vision Coverage - CRS #5476)

Vision Benefit Renewal Notice

CUSTOMIZED FOR TOWN OF AMHERST – 12265951
Renewal Effective Date: 9/1/2025

vsp vision care

The VSP Signature Plan is Full of Benefits

If you're looking for a first-class vision plan, look no further. The VSP Signature Plan is a premier full-service plan that offers choice, flexibility, and maximum value through a VSP network provider.

Average Savings of 40% on All Lens Enhancements[1]

Protection from UV, help to relieve digital eyestrain, and more.

Coverage for Urgent and Medical Eye Care

Care for conditions like pink eye, dry eye, diabetic eye disease, and glaucoma.

Up to $3,000 in Savings

Rebates on contact lenses and sunglasses plus other big savings through Exclusive Member Extras.[2]

VSP SIGNATURE PLAN BENEFITS		
	In-network	**Out-of-network**
VISION CARE		
WellVision Exam®	Covered-in-full after copay	Reimbursed up to $50
Routine Retinal Scanning	Covered-in-full after copay, not to exceed $39[4]	
Contact Lens Exam, Fitting, and Evaluation (Standard and Premium)	15% off professional services; covered-in-full after copay, not to exceed $60[5]	Reimbursed $105–$210[3]
FRAMES Enhanced coverage may apply. Refer to the Enhancements and Supplemental Benefits under Customized Benefit Options and Monthly Rates.		
	Covered-in-full after copay, up to frame allowance[5] 20% off any amount above the allowance[4,5] Extra $20 allowance on Featured Frame Brands[5,7]	Reimbursed up to $70
LENSES		
Single Vision	Covered-in-full after copay	Reimbursed up to $50
Lined Bifocal		Reimbursed up to $75
Lined Trifocal		Reimbursed up to $100
Lenticular		Reimbursed up to $125
Standard Progressive Lenses		Reimbursed up to $75
LENS ENHANCEMENTS Covered-in-full after copay. Enhanced coverage may apply. Refer to the Enhancements and Supplemental Benefits under Customized Benefit Options and Monthly Rates.		
Premium Progressive Lenses	$80–$90	Reimbursed up to $75
Custom Progressive Lenses	$120–$160	Reimbursed up to $75
Standard Anti-Reflective Coating	$37	Not applicable
Photochromic Lenses	$70	
Solid Tints and Dyes	$13	
Plastic Gradient Tints	$15	
Polycarbonate Lenses	$33; $0 for children	
Scratch-Resistant Coating	$15	
UV Protection	$10	

Attachment: VSP CRS (RES-2025-479 : Extension of RFP #202105 Vision Coverage - CRS #5476)

Vision Benefit Renewal Notice

CUSTOMIZED FOR TOWN OF AMHERST – 12265951
Renewal Effective Date: 9/1/2025

vsp vision care

VSP SIGNATURE PLAN BENEFITS (CONTINUED)		
	In-network	**Out-of-network**
CONTACT LENSES In lieu of lenses and frames.		
Elective	Covered-in-full, up to Contact Lens Allowance	Reimbursed up to $105[3]
Necessary	Covered-in-full after copay	Reimbursed up to $210[3]
ADDITIONAL BENEFITS		
Essential Medical Eye Care Supplemental coverage beyond routine care to treat urgent issues/monitor ongoing conditions like pink eye, sudden vision changes, dry eye, diabetic eye disease, and glaucoma[8]	Medical eye exam covered-in-full after copay, not to exceed $20; all other services are covered-in-full	
Low Vision Supplemental testing and coverage for approved low vision aids; for members with vision loss that prevents reading, moving around in unfamiliar surroundings, and completing desired tasks	Up to $1,000 every two years; covers 100% supplemental testing and 75% for approved low vision aids	Not applicable[10]
VSP Laser VisionCare℠ Program Discounted access for laser vision correction services[9]	Average savings of 15%–20% off retail price or 5% off promotional price	
Additional Pairs of Glasses	30% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses[4,5,6]	
Sunglasses Use of frame allowance for non-prescription sunglasses; for members who have had laser surgery	Covered-in-full after copay, up to frame allowance[4]	
SUPPLEMENTAL BENEFITS Supplemental benefits may apply. Refer to the Enhancements and Supplemental Benefits under Customized Benefit Options and Monthly Rates.		
VSP LightCare™ ● Non-prescription blue light filtering glasses or sunglasses[11]	Covered-in-full after copay, up to frame allowance[5]	Reimbursed up to $70

● Current Plan

Confidentiality Statement
This Renewal Notice has been designed by VSP specifically for Town of Amherst. It contains confidential information that is unique to our plan designs and rate structures, all of which are critical to VSP trade secrets. For this reason, we respectfully request that the information in this proposal be treated as confidential, as allowed under applicable laws, and not released to any interested parties without VSP written consent. It is also important to note that our proposal is based on the scope of the obligations that VSP agrees to undertake. VSP will comply with state and/or federal rules and regulations as they pertain to prepaid vision plans with a defined benefit.

Exclusions and Limitations

- When covered-in-full benefits are obtained from a VSP network doctor, the member will have no out-of-pocket costs other than copays. Vision care and eyewear obtained from an out-of-network provider are subject to product availability and the same copays. For details, see above.
- Some eyewear and vision care may be limited or not covered under this plan, as follows. Please contact VSP Vision Care for more information.
  - Cosmetic materials, such as lenses with refractive correction of less than ± .50 diopter, unless otherwise stated above.
  - Services and/or materials not specifically indicated on this schedule as covered plan benefits.
  - Two pairs of glasses instead of bifocals.
  - Replacement of lenses, frame, and/or contact lenses furnished under this plan which are lost/broken/damaged, except at the normal intervals when services are otherwise available.
  - Orthoptics or vision training and any associated supplemental testing.
  - Medical or surgical treatment of the eyes and services associated with CRT or orthokeratology.
  - Contact lens insurance policies or service agreements. Refitting of contact lenses after the initial (90-day) fitting period.
  - Contact lens modification, polishing, or cleaning.
- Local, state, and/or federal taxes, except where VSP is required by law to pay.
- Coverage shall be governed solely by the terms of your VSP contract.

Additional exclusions and limitations related to specific benefits of the VSP Signature Plan®:

1. Savings off average usual and customary pricing based on VSP claims data.
2. Exclusive Member Extras are not part of your insurance plan and are subject to change. Not available directly from VSP in the states of Washington and California.
3. When going out-of-network, a contact lens exam and elective contact lenses are reimbursed up to a total of $105. When necessary contact lenses are prescribed, a contact lens exam and contact lenses are reimbursed up to $210.
4. Based on applicable laws, benefits may vary by location.

Attachment: VSP CRS (RES-2025-479 : Extension of RFP #202105 Vision Coverage - CRS #5476)

Vision Benefit Renewal Notice

CUSTOMIZED FOR TOWN OF AMHERST – 12265951

Renewal Effective Date: 9/1/2025

vsp vision care

5. Benefits may vary at VisionWorks or other retail chain locations.
6. 30% off applies to glasses purchased the same day as the member's eye exam from the same VSP doctor who provided the exam. Members also receive 20% off unlimited additional pairs of glasses valid through any VSP network provider within 12 months of the last covered eye exam. Exceptions at retail locations may apply.
7. Reflects current promotion. Featured Frame Brands are subject to change. Available only to VSP members with applicable plan benefits through VSP network doctors and in-network locations. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.
8. Essential Medical Eye Care pays secondary to other medical eye insurance coverage.
9. Discounts only available from VSP-contracted facilities.
10. Essential Medical Eye Care and Low Vision are available out-of-network in states where it's required by law.
11. Ready-made non-prescription sunglasses or ready-made non-prescription blue light filtering glasses are covered under the VSP LightCare benefit, if elected, and are in lieu of prescription frame and lenses.

*Source: Vision Council's VisionWatch Survey, 2018–2020

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VSP Signature Plan, and VSP LightCare are registered trademarks. VSP Laser VisionCare Program, are service marks of Vision Service Plan. All other brands or marks are the property of their respective owners.

RENEWAL ACCEPTANCE

To renew your contract with VSP and ensure continuous service, please have the appropriate representative review this information, specify the desired Renewal Plan Selection, sign, and return this Renewal Agreement to the email address below by July 1, 2025. VSP produces your Plan Policy upon receipt of your confirmation of renewal. Your new Plan Policy may contain some provisions that are changed from those in your current Policy, so you should review the new Policy carefully upon receipt. Please file this Agreement with your VSP contract as it serves as your notice of renewal.

VSP Renewal Notice for Town of Amherst

Renewal Plan Selection: _____

Renewal Effective Date: 9/1/2025

Derek Black

Key Client Manager

derek.black@vsp.com

916-407-5440 ext. 113245

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment: VSP CRS (RES-2025-479 : Extension of RFP #202105 Vision Coverage - CRS #5476)

vsp vision care

Make Eye Health a Priority with VSP!

Your health comes first with VSP and TOWN OF AMHERST. Take a look at your VSP vision care coverage.



VSP members save an annual average of

$471*

More Ways to Save

Extra $20 to spend on Featured Frame Brands†

bebe · Calvin Klein · COLE HAAN · DRAGON · FLEXON · LONGCHAMP PARIS · and more

Up to 40% Savings on lens enhancements‡

See all brands and offers at **vsp.com/offers**.

Create an account today. Questions?

vsp.com or **800.877.7195**

Scan QR code or visit **vsp.com** to learn more.

Routine eye exams have saved lives.

Did you know an eye exam is the only non-invasive way to view blood vessels in your body? Your VSP® network eye doctor can detect signs of over 270 health conditions during an eye exam.**

Savings you'll love.

See and look your best without breaking the bank. VSP members get exclusive savings on popular frame brands and contact lenses, and they get additional discounts on things like LASIK, and more.

The choice is yours!

vsp PREMIER edge

With thousands of choices, getting the most out of your benefits is easy at a VSP Premier Edge™ location.

Shop online and connect your benefits.

eyeconic a vsp vision company

Save up to $250 on Featured Frame Brands when you shop on Eyeconic®, the VSP online eyewear store.

Getting started is easy!

Let your plan do the most it can. When you create an account on **vsp.com**, you can view your in-network coverage details, find a VSP network doctor that is right for you, and discover extra savings to maximize your benefits.

†Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. ‡Savings based on doctor's retail price and vary by plan and purchase selection; average savings determine after benefits are applied. Ask your VSP network doctor for more details.
*Based on state and national averages for eye exams and most commonly purchased brands. This represents the average savings for a VSP member with a full-service plan at an in-network provider. Your actual savings will depend on the eyewear you choose, the plan available to you, the eye doctor you visit, your copays, your premium, and whether it is deducted from your paycheck pre-tax. Source: VSP book-of-business paid claims data fo Aug-Jan of each prior year. **Full Picture of Eye Health, American Optometric Association, 2020. +Coverage with a retail chain may be different or not apply.

VSP guarantees member satisfaction from VSP providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contrac will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business. TruHearing is not available directl from VSP in the states of California and Washington. Premier Edge™ is not available for some members in the state of Texas.

To learn about your privacy rights and how your protected health information may be used, see the VSP Notice of Privacy Practices on **vsp.com**. Visionworks and Eyeconic are VSP-affiliated companies.

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VSP, Eyeconic, and WellVision Exam are registered trademarks, and VSP LightCare™ and VSP Premier Edge are trademarks of Vision Service Plan. All other brands or marks are the property of their respective owners. 102898 VCCM

Attachment: VSP CRS (RES-2025-479 : Extension of RFP #202105 Vision Coverage - CRS #5476)

Your VSP Vision Benefits Summary

Prioritize your health and your budget with a VSP plan through TOWN OF AMHERST.

Provider Network:
VSP Signature
Effective Date:
09/01/2025

vsp vision care

BENEFIT	DESCRIPTION	COPAY	FREQUENCY
YOUR COVERAGE WITH A VSP DOCTOR			
WELLVISION EXAM	• Focuses on your eyes and overall wellness • Routine retinal screening	$15 Up to $39	Every 12 months
ESSENTIAL MEDICAL EYE CARE	• Retinal imaging for members with diabetes covered-in-full • Additional exams and services beyond routine care to treat immediate issues from pink eye to sudden changes in vision or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more. • Coordination with your medical coverage may apply. Ask your VSP network doctor for details.	$20 per exam	Available as needed
PRESCRIPTION GLASSES		**$25**	See frame and lenses
FRAME[+]	• $220 Enhanced Featured Frame Brands allowance • $200 frame allowance • 20% savings on the amount over your allowance	Included in Prescription Glasses	Every 24 months
LENSES	• Single vision, lined bifocal, and lined trifocal lenses • Impact-resistant lenses for dependent children	Included in Prescription Glasses	Every 12 months
LENS ENHANCEMENTS	• Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average savings of 40% on other lens enhancements	$0 $80 - $90 $120 - $160	Every 12 months
CONTACTS (INSTEAD OF GLASSES)	• $130 allowance for contacts; copay does not apply • Contact lens exam (fitting and evaluation)	Up to $60	Every 12 months
VSP LIGHTCARE™[+]	• $200 allowance for ready-made non-prescription sunglasses, or ready-made non-prescription blue light filtering glasses, instead of prescription glasses or contacts	$25	Every 24 months
ADDITIONAL SAVINGS	**Glasses and Sunglasses** • Discover all current eyewear offers and savings at **vsp.com/offers**. • 30% savings on unlimited additional pairs of prescription or non-prescription glasses/sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% savings from a VSP provider within 12 months of your last WellVision Exam.		
	Laser Vision Correction • Average of 15% off the regular price; discounts available at contracted facilities.		
	Exclusive Member Extras for VSP Members • Contact lens rebates, lens satisfaction guarantees, and more offers at **vsp.com/offers**. • Save up to 60% on digital hearing aids with TruHearing®. Visit **vsp.com/offers**/special-offers/hearing-aids for details. • Enjoy everyday savings on health, wellness, and more with VSP Simple Values.		

GET MORE AT PREFERRED IN-NETWORK LOCATIONS

With so many in-network choices, VSP makes it easy to maximize your benefits. Choose from our large doctor network including private practice and retail locations. Plus, you can shop eyewear online at Eyeconic®. Log in to **vsp.com** to find an in-network doctor.

Attachment: VSP CRS (RES-2025-479 : Extension of RFP #202105 Vision Coverage - CRS #5476)

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30418 **RESOLUTION 2025-480** **ADOPTED**

Award Bid #2025017 Town Wide Sprinkler Inspection & Service - CRS #5491

WHEREAS, the Contract Compliance and Administration Department received bids on April 17, 2025 for Town Wide Sprinkler Inspection & Service; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Parkside Fire & Security; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that our previous contract expired on May 7, 2025.

5/12/2025
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2025017 Town Wide Sprinkler Inspection & Service

Low Bidder			Vendor Name:	Parkside Fire & Security		Johnson Controls Fire Protection		Davis Ulmer		Davis-Ulmer dba All State Fire & Security	
Item #	QTY	U/M		Unit Price (1 Year)	Total Price (2 Year)	Unit Price (1 Year)	Total Price (2 Year)	Unit Price (1 Year)	Total Price (2 Year)	Unit Price (1 Year)	Total Price (2 Year)
			Sprinkler Inspection								
1	1	YEAR	Amherst Police HQ	$800.00	$1,600.00	$900.00	$1,800.00	$860.00	$1,720.00	$1,895.00	$3,790.00
2	1	YEAR	Amherst Police Training Facility	$700.00	$1,400.00	$900.00	$1,800.00	$1,040.00	$2,080.00	$1,795.00	$3,590.00
3	1	YEAR	Amherst Court	$700.00	$1,400.00	$1,200.00	$2,400.00	$1,040.00	$2,080.00	$2,195.00	$4,390.00
4	1	YEAR	Northtown Center	$1,200.00	$2,400.00	$900.00	$1,800.00	$1,200.00	$2,400.00	$2,095.00	$4,190.00
5	1	YEAR	North Amherst Recreation Center	$700.00	$1,400.00	$900.00	$1,800.00	$960.00	$1,920.00	$1,795.00	$3,590.00
6	1	YEAR	Highway Dept. (Main Bldg. & Pole Barn)	$1,400.00	$2,800.00	$1,200.00	$2,400.00	$1,536.00	$3,072.00	$3,695.00	$7,390.00
7	1	YEAR	Engineering Dept. (Main Bldg. & Garage)	$700.00	$1,400.00	$900.00	$1,800.00	$960.00	$1,920.00	$1,549.00	$3,098.00
8	1	YEAR	Buffalo Niagara Heritage Village (Shaw Bldg.)	$700.00	$1,400.00	$900.00	$1,800.00	$960.00	$1,920.00	$1,495.00	$2,990.00
9	1	YEAR	Audubon Golf Clubhouse (Kitchen)	$700.00	$1,400.00	$900.00	$1,800.00	$860.00	$1,720.00	$1,895.00	$3,790.00
10	1	YEAR	Williamsville Youth & Family Center (WYFC)	$800.00	$1,600.00	$1,050.00	$2,100.00	$960.00	$1,920.00	$1,695.00	$3,390.00
11	1	YEAR	Harlem Road Community Center	$700.00	$1,400.00	$1,200.00	$2,400.00	$1,060.00	$2,120.00	$2,349.00	$4,698.00
12	1	YEAR	Amherst Senior Center	$700.00	$1,400.00	$900.00	$1,800.00	$980.00	$1,960.00	$2,449.00	$4,898.00
13	1	YEAR	Audubon Public Library	$700.00	$1,400.00	$900.00	$1,800.00	$980.00	$1,960.00	$1,695.00	$3,390.00
14	1	YEAR	Water Pollution Control Facility	$700.00	$1,400.00	$900.00	$1,800.00	$1,040.00	$2,080.00	$1,495.00	$2,990.00
15	1	YEAR	Amherst Central Park	$1,400.00	$2,800.00	$1,800.00	$3,600.00	$2,208.00	$4,416.00	$2,795.00	$5,590.00
			Inspection Total		**$25,200.00**		**$30,900.00**		**$33,288.00**		**$61,774.00**
			Fire Sprinkler System Repair & Modification								
16	1	Per Hour	**Standard Hourly Rate (Prevailing Wage)** Normal hours Monday-Friday 7:30am-5:30pm	$174.00	$174.00	$208.27	$208.27	$175.00	$175.00	$160.03	$160.03
17	1	Per Hour	**Overtime Hourly Rate (Prevailing Wage)** Overtime hours Monday-Friday 5:31pm-7:29am, anytime Saturdays, Sundays and Federal Holidays	$261.00	$261.00	$312.40	$312.40	$262.50 M-F & Sat. $350.00 Sun. & Holidays	$262.50 M-F & Sat. $350.00 Sun. & Holidays	$205.34	$205.34
18	1	Per Hour	**Off-Site Hourly Rate (Non-Prevailing Wage)** Includes any hours not on site (parts pickup, etc.)	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00	$140.00	$140.00
19		$2,500	**Materials/Parts - Cost Plus Rate** All parts and materials used for sprinkler modifications. To be billed at supplier's invoice plus markup percent**.**	25%	$3,125.00	25%	$3,125.00	35%	$3,375.00	20%	$3,000.00
			Additional Inspection Services								
20	1	As Needed	5 Year Obstruction Inspection	$625.00	$625.00	$1,666.16	$1,666.16	$1,125.00	$1,125.00	$695.00	$695.00
21	1	As Needed	5 Year Hose Pressure Testing (Dry System)	$550.00	$550.00	$1,666.16	$1,666.16	$1,125.00	$1,125.00	$695.00	$695.00
22	1	As Needed	3 Year Air Leakage Test (Dry System)	$550.00	$550.00	$833.08	$833.08	$750.00	$750.00	$695.00	$695.00
23	1	As Needed	Annual Trip Test	$625.00	$625.00	$1,666.16	$1,666.16	Included with inspection	Included with inspection	Included with inspection	Included with inspection
24	1	As Needed	Fire Hydrant Inspection / Testing	$150.00	$150.00	$120.00	$120.00	$260.00	$260.00	$175.00	$175.00
			Grand Total		**$31,410.00**		**$40,647.23**		**$40,248.00**		**$67,539.37**

No Additional Charges will be Allowed

NOTES:

Johnson Controls - references NY State Contract PT 68816; Confirmed via email yearly pricing is correct above.

Attachment: Bid Analysis Town Wide Sprinkler Inspection & Service (RES-2025-480 : Award Bid #2025017

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30419 **RESOLUTION 2025-481** **ADOPTED**

Partial Award of Bid 2025013 Pool Chemicals - CRS #5493

WHEREAS, the Contract Compliance and Administration Department received bids on April 10, 2025 for Pool Chemicals; and

WHEREAS, the bid process resulted in responses 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 #4 & 4a of this bid to JCI Jones Chemicals, Inc.; and

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

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we currently do not have a contract.

5/12/2025
Consent

FINANCIAL IMPACT:

A7140.4350 and A7146.4350; Amount TBD

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

Bid #2025013 Pool Chemicals

Low Bidder			Vendor Name:	~~Amrex Chemicals~~		~~Bison Laboratories~~		JCI Jones	
Item #	QTY	U/M		~~Unit Price~~	~~Total Price~~	Unit Price	Total Price	Unit Price	Total Price
			6 Month Contract						
1	15	DRUM	Hydrochloric (Muriatic) Acid - 140 lb. Drum	~~$24.00~~	~~$360.00~~	No Bid	No Bid	No Bid	No Bid
1a	15	DRUM	Drum Deposit	~~$25.00~~		N/A		N/A	
2	10	BOTTLE	Hydrochloric (Muriatic) Acid, Reagent - 6 lb. Bottle	~~$3.25~~	~~$32.50~~	~~$8.27~~	~~$82.70~~	No Bid	No Bid
2a		BOTTLE	Bottle Deposit	~~$0.00~~		N/A		N/A	
3	10	BAG	Soda Ash, Dense - 50 lb. Bag	~~$11.50~~	~~$115.00~~	~~$26.38~~	~~$263.80~~	No Bid	No Bid
4	90	DRUM	Sodium Hypochlorite - 55-gallon Drum	~~$105.00~~	~~$9,450.00~~	~~$155.27~~	~~$13,974.30~~	$146.00	$13,140.00
4a	90	DRUM	Drum Deposit	~~$35.00~~		~~$50.00~~		$50.00	
5	10	PAIL	Sodium Hypochlorite - 5-gallon Pail	~~$9.50~~	~~$95.00~~	~~$21.00~~	~~$210.00~~	No Bid	No Bid
5a	10	PAIL	Pail Deposit	~~$15.00~~		~~$10.00~~		N/A	
			Total Bid (6 Month Contract):		~~**$10,052.50**~~		~~**$14,530.80**~~		**$13,140.00**
			12 Month Contract						
6	30	DRUM	Hydrochloric (Muriatic) Acid - 140 lb. Drum	~~$24.00~~	~~$720.00~~	No Bid	No Bid	No Bid	No Bid
6a	30	DRUM	Drum Deposit	~~$25.00~~		N/A		N/A	
7	20	BOTTLE	Hydrochloric (Muriatic) Acid, Reagent - 6 lb. Bottle	~~$3.25~~	~~$65.00~~	~~$8.27~~	~~$165.40~~	No Bid	No Bid
7a		BOTTLE	Bottle Deposit	~~$0.00~~		N/A		N/A	
8	20	BAG	Soda Ash, Dense - 50 lb. Bag	~~$11.50~~	~~$230.00~~	~~$26.38~~	~~$527.60~~	No Bid	No Bid
9	180	DRUM	Sodium Hypochlorite - 55-gallon Drum	~~$105.00~~	~~$18,900.00~~	~~$155.27~~	~~$27,948.60~~	$146.00	$26,280.00
9a	180	DRUM	Drum Deposit	~~$35.00~~		~~$50.00~~		$50.00	
10	20	PAIL	Sodium Hypochlorite - 5-gallon Pail	~~$9.50~~	~~$190.00~~	~~$21.00~~	~~$420.00~~	No Bid	No Bid
10a	20	PAIL	Pail Deposit	~~$15.00~~		~~$10.00~~		N/A	
			Total Bid (12 Month Contract)		~~**$20,105.00**~~		~~**$29,061.60**~~		**$26,280.00**

NOTES:

Amrex Chemical: Drum and pail deposits are all marked refundable. Item 1 marked "145 delboy"; Item 2 marked "10 lb. = 1 gal."; item 6 marked "145 lb. drum; item 7 marked "10 lb. = 1 gal." .

Bison Labs: Item 2 marked "1 gallon"; item 7 marked "1 gallon". Bison Labs declined a partial award.

Amrex Chemical: Informed us via email on 4/28 that they are withdrawing their bid as they bid the wrong pricing and would not be able to honor it.

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30430 **RESOLUTION 2025-482** **ADOPTED**

Award Bid 2025008 Truck & Heavy Equipment Parts & Repair - CRS #5494, 5495, 5499-5506

WHEREAS, the Contract Compliance and Administration Department received bids on March 6, 2025 for Bid 2025008 Truck & Heavy Equipment Parts & Repair; and

WHEREAS, the bid process resulted in responses from nineteen (19) vendors, as per the attached bid tabulation form; and

WHEREAS, each bidder services various manufacturers;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Frey the Wheelman (CRS #5494), George & Swede Sales & Service, Inc. (CRS #5495), Monroe Tractor & Implement Co., Inc. (CRS #5499), Regional International Corp. (CRS #5500), Conway Beam Truck Group (CRS #5501), Fleet Maintenance (CRS #5502), Fleet Pride (CRS #5503), Regional Heavy Equipment & Truck (CRS #5504), Southworth Milton dba Milton Cat (CRS #5505) and West Herr Ford of Amherst (CRS #5506); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with the above referenced vendors; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current contracts expire on May 16th.

5/12/2025
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

2025008 Truck & Heavy Equipment Parts & Service

Low Bidder	Vendor Name:	Alta Equipment				Baschmann Services				Conway Beam Truck Group				Cummins				~~Cyncon~~				D & W Diesel				Fleet Maintenance				FleetPride			
Item #		Labor Rate	Road Call Fee (lump sum charge or per mile)	Duration of Labor Warranty (Months)	List Price Minus % (Parts)	Labor Rate	Road Call Fee (lump sum charge or per mile)	Duration of Labor Warranty (Months)	List Price Minus % (Parts)	Labor Rate	Road Call Fee (lump sum charge or per mile)	Duration of Labor Warranty (Months)	List Price Minus % (Parts)	Labor Rate	Road Call Fee (lump sum charge or per mile)	Duration of Labor Warranty (Months)	List Price Minus % (Parts)	~~Labor Rate~~	~~Road Call Fee (lump sum charge or per mile)~~	~~Duration of Labor Warranty (Months)~~	~~List Price Minus % (Parts)~~	Labor Rate	Road Call Fee (lump sum charge or per mile)	Duration of Labor Warranty (Months)	List Price Minus % (Parts)	Labor Rate	Road Call Fee (lump sum charge or per mile)	Duration of Labor Warranty (Months)	List Price Minus % (Parts)	Labor Rate	Road Call Fee (lump sum charge or per mile)	Duration of Labor Warranty (Months)	List Price Minus % (Parts)
	OEM Parts (By Manufacturer)																																
1	**Equipment:**																																
1.1	Alamo Industrial																																
1.2	Ampliroll																																
1.3	Carlton					$155.00	$3.75	6	0%																								
1.4	Case Construction																																
1.5	Caterpillar																																
1.6	Dyna-Vac																																
1.7	Felling Trailers					$155.00	$3.75	6	0%																								
1.8	Ford Chassis (F550 & F750)																																
1.9	Freightliner																									$170.00	$150/$2	12	30%				
1.10	Gehl Dynalift																																
1.11	Gradall	$176.00	$220.00	3	0%																												
1.12	Jacobsen																																
1.13	Hyundai																																
1.14	Ingersoll Rand																																
1.15	International																																
1.16	Isuzu									$190.00	$215/Hr.		25%																				
1.17	John Deere																																
1.18	Kenworth																																
1.19	Kubota																																
1.20	Kut Kwick																																
1.21	Land Pride																																
1.22	Mack									$190.00	$215/Hr.		25%																				
1.23	New Holland																																
1.24	Peterbilt																																
1.25	Rugby Manufacturing																																
1.26	Sewer Equipment Co.																																
1.27	Salt Dog																																
1.28	T&U Forklift																																
1.29	Trail King Trailers																																
1.30	Vac-Con																																
1.31	Vacall																																
1.32	Volvo (on road)									$190.00	$215/Hr.		25%																				
1.33	Volvo (off road)	$176.00	$220.00	6	0%																												
2	**Engines:**																																
2.1	Cummins					$155.00	$3.75	6	0%					$172.00	$2.00	6	20%								0%	$170.00	$150/$2	12	22%				
2.2	Detroit Diesel																								0%	$170.00	$150/$2	12	23%				
3	**Transmission:**																																
3.1	Allison																									$170.00	$150/$2	12					
3.2	Eaton																									$170.00	$150/$2	12					
	Aftermarket Parts (By Category)																																
4	**Category:**																																
4.1	Brakes									$190.00	$215/Hr.		25%													$170.00	$150/$2	12	15%				65%
4.2	Cooling Systems									$190.00	$215/Hr.		25%												0%	$170.00	$150/$2	12	20%				65%
4.3	Drivetrain									$190.00	$215/Hr.		25%													$170.00	$150/$2	12	25%				65%
4.4	Electrical									$190.00	$215/Hr.		25%												0%	$170.00	$150/$2		25%				65%
4.5	Exhaust									$190.00	$215/Hr.		25%												0%	$170.00	$150/$2		25%				65%
4.6	Fuel Systems									$190.00	$215/Hr.		25%												0%	$170.00	$150/$2		25%				65%
4.7	Hydraulic									$190.00	$215/Hr.		25%												0%								65%
4.8	Steering									$190.00	$215/Hr.		25%													$170.00	$150/$2		25%				65%
4.9	Suspension									$190.00	$215/Hr.		25%													$170.00	$150/$2	2	25%				65%
5	**Name of Collision Time Used:**					Motors																				Mitchell							

No additional charges will be accepted.
NOTES:
Cyncon: Submitted bid packet with "No Bid" written on pricing pages. Bid is considered non-responsive.
Five Star Equipment: Item 1.17 John Deere - 6-month warranty on parts sold over the counter; 12-month warranty if installed by Five Star Equipment.
Fleet Maintenance - Item 4.9 added Bendix Brakes for the same Labor, Road Call Out and Warranty as the other items listed, 20% off List. Road call is $150 plus $2 per mile.
Hunter: Did not sign or complete any of paperwork including the Non-Collusive certificate, bid is considered non-responsive.
Niagara Frontier Equipment Sales - Marked up Instruction to Bidders noting FOB shipping point (#10) and extra charges for transportation (#11)
Regional International: Item 5 - Noted a Labor rate of $135, NA under Road Call Fee, 6 months from service and 25% discount.
Southworth Milton, Inc.: Labor Rate of $222. Noted OT is $289 and Premium is $333.
Neopart's bid has been deemed non-responsive as they do not have a facility within 20 miles and would ship from Reading, PA.
** Case, Freightliner, Gradall, Ingersoll Rand, John Deere, Kenworth, Kubota, Mack, Milton, Peterbilt, and Vac-Con – new contract will begin on 12/18/2025 and will expire at the same time as other contracts awarded under this bid (March 2027). **

Attachment: Entire Doc Bid Analysis Truck & Heavy Equipment Parts & Service Final (RES-2025-482 : Award Bid 2025008 Truck & Heavy

2025008 Truck & Heavy Equipment Parts & Service

Low Bidder	Vendor Name:	Five Star Equipment				Frey the Wheelman				George & Swede				~~Hunter~~				Monroe Tractor & Implement				~~Neopart~~				Niagara Frontier Equipment Sales				Regional Heavy Equipment & Truck			
Item #		Labor Rate	Road Call Fee (lump sum charge or per mile)	Duration of Labor Warranty (Months)	List Price Minus % (Parts)	Labor Rate	Road Call Fee (lump sum charge or per mile)	Duration of Labor Warranty (Months)	List Price Minus % (Parts)	Labor Rate	Road Call Fee (lump sum charge or per mile)	Duration of Labor Warranty (Months)	List Price Minus % (Parts)	~~Labor Rate~~	~~Road Call Fee (lump sum charge or per mile)~~	~~Duration of Labor Warranty (Months)~~	~~List Price Minus % (Parts)~~	Labor Rate	Road Call Fee (lump sum charge or per mile)	Duration of Labor Warranty (Months)	List Price Minus % (Parts)	~~Labor Rate~~	~~Road Call Fee (lump sum charge or per mile)~~	~~Duration of Labor Warranty (Months)~~	~~List Price Minus % (Parts)~~	Labor Rate	Road Call Fee (lump sum charge or per mile)	Duration of Labor Warranty (Months)	List Price Minus % (Parts)	Labor Rate	Road Call Fee (lump sum charge or per mile)	Duration of Labor Warranty (Months)	List Price Minus % (Parts)
	OEM Parts (By Manufacturer)																																
1	**Equipment:**																																
1.1	Alamo Industrial																									$155.00	$120.00	3	0%	$139.00	$3.50	3	0%
1.2	Ampliroll																													$139.00	$3.50	3	0%
1.3	Carlton																													$139.00	$3.50	3	0%
1.4	Case Construction																	$187.00	$3.00	6	10%									$139.00	$3.50	3	0%
1.5	Caterpillar																													$139.00	$3.50	3	0%
1.6	Dyna-Vac																																
1.7	Felling Trailers																													$139.00	$3.50	3	0%
1.8	Ford Chassis (F550 & F750)																													$139.00	$3.50	6	0%
1.9	Freightliner																													$139.00	$3.50	6	0%
1.10	Gehl Dynalift																													$139.00	$3.50	3	0%
1.11	Gradall																													$139.00	$3.50	3	0%
1.12	Jacobsen																													$139.00	$3.50	3	0%
1.13	Hyundai									$175.00	$4.50	3	6%																	$139.00	$3.50	3	0%
1.14	Ingersoll Rand																																
1.15	International																													$139.00	$3.50	6	0%
1.16	Isuzu																													$139.00	$3.50	6	0%
1.17	John Deere	$205.00	$4.50	6 or 12	0%																									$139.00	$3.50	3	0%
1.18	Kenworth													~~$195.00~~	~~$215.00~~	~~1~~									~~50%~~					$139.00	$3.50	3	0%
1.19	Kubota																													$139.00	$3.50	3	0%
1.20	Kut Kwick																													$139.00	$3.50	3	0%
1.21	Land Pride																													$139.00	$3.50	3	0%
1.22	Mack																													$139.00	$3.50	6	0%
1.23	New Holland																									$155.00	$120.00	3	0%	$139.00	$3.50	3	0%
1.24	Peterbilt													~~$195.00~~	~~$215.00~~	~~1~~	~~41%~~													$139.00	$3.50	6	0%
1.25	Rugby Manufacturing																													$139.00	$3.50	3	0%
1.26	Sewer Equipment Co.																																
1.27	Salt Dog																													$139.00	$3.50	3	0%
1.28	T&U Forklift																													$139.00	$3.50	3	0%
1.29	Trail King Trailers	$205.00	$4.50	30 Days	0%																									$139.00	$3.50	3	0%
1.30	Vac-Con																																
1.31	Vacall																																
1.32	Volvo (on road)																													$139.00	$3.50	6	0%
1.33	Volvo (off road)																													$139.00	$3.50	3	0%
2	**Engines:**																																
2.1	Cummins													~~$195.00~~	~~$215.00~~	~~1~~														$139.00	$3.50	6	0%
2.2	Detroit Diesel																													$139.00	$3.50	6	0%
3	**Transmission:**																																
3.1	Allison																													$139.00	$3.50	6	0%
3.2	Eaton													~~$195.00~~	~~$215.00~~	~~1~~	~~41%~~													$139.00	$3.50	6	0%
	Aftermarket Parts (By Category)																																
4	**Category:**																																
4.1	Brakes																								~~70%~~					$139.00	$3.50	6	0%
4.2	Cooling Systems																								~~70%~~					$139.00	$3.50	6	0%
4.3	Drivetrain					N/A			60%								~~41%~~								~~70%~~					$139.00	$3.50	6	0%
4.4	Electrical					N/A			60%								~~41%~~								~~70%~~					$139.00	$3.50	6	0%
4.5	Exhaust					N/A			60%								~~41%~~								~~70%~~					$139.00	$3.50	6	0%
4.6	Fuel Systems																~~41%~~								~~70%~~					$139.00	$3.50	6	0%
4.7	Hydraulic																~~41%~~								~~70%~~					$139.00	$3.50	6	0%
4.8	Steering																~~41%~~								~~70%~~					$139.00	$3.50	6	0%
4.9	Suspension					$60.00		6	65%								~~41%~~								~~70%~~					$139.00	$3.50	6	0%
5	**Name of Collision Time Used:**																													Mitchell System			

Attachment: Entire Doc Bid Analysis Truck & Heavy Equipment Parts & Service Final (RES-2025-482 : Award Bid 2025008 Truck & Heavy

2025008 Truck & Heavy Equipment Parts & Service

Low Bidder	Vendor Name:	Regional International				Southworth Milton dba Milton Cat				West Herr Ford of Amherst			
Item #		Labor Rate	Road Call Fee (lump sum charge or per mile)	Duration of Labor Warranty (Months)	List Price Minus % (Parts)	Labor Rate	Road Call Fee (lump sum charge or per mile)	Duration of Labor Warranty (Months)	List Price Minus % (Parts)	Labor Rate	Road Call Fee (lump sum charge or per mile)	Duration of Labor Warranty (Months)	List Price Minus % (Parts)
	OEM Parts (By Manufacturer)												
1	**Equipment:**												
1.1	Alamo Industrial												
1.2	Ampliroll												
1.3	Carlton												
1.4	Case Construction												
1.5	Caterpillar					$222.00	$4.25	12	0%				
1.6	Dyna-Vac												
1.7	Felling Trailers												
1.8	Ford Chassis (F550 & F750)									N/A	N/A	N/A	30%
1.9	Freightliner												
1.10	Gehl Dynalift												
1.11	Gradall												
1.12	Jacobsen												
1.13	Hyundai												
1.14	Ingersoll Rand												
1.15	International	$175.00	N/A	12	25%								
1.16	Isuzu												
1.17	John Deere												
1.18	Kenworth												
1.19	Kubota												
1.20	Kut Kwick												
1.21	Land Pride												
1.22	Mack												
1.23	New Holland												
1.24	Peterbilt												
1.25	Rugby Manufacturing												
1.26	Sewer Equipment Co.												
1.27	Salt Dog												
1.28	T&U Forklift												
1.29	Trail King Trailers												
1.30	Vac-Con												
1.31	Vacall												
1.32	Volvo (on road)												
1.33	Volvo (off road)												
2	**Engines:**												
2.1	Cummins	$175.00	N/A	12	20%								
2.2	Detroit Diesel												
3	**Transmission:**												
3.1	Allison	$175.00	N/A	6	25%								
3.2	Eaton	$175.00	N/A		25%								
	Aftermarket Parts (By Category)												
4	**Category:**												
4.1	Brakes	$175.00	N/A	6	25%								
4.2	Cooling Systems	$175.00	N/A	6	25%								
4.3	Drivetrain	$175.00	N/A	6	25%								
4.4	Electrical	$175.00	N/A	6	25%								
4.5	Exhaust	$175.00	N/A	6	25%								
4.6	Fuel Systems	$175.00	N/A	6	25%								
4.7	Hydraulic	$175.00	N/A	6	25%								
4.8	Steering	$175.00	N/A	6	25%								
4.9	Suspension	$175.00	N/A	6	25%								
5	**Name of Collision Time Used:**	AdjustRite											

Attachment: Entire Doc Bid Analysis Truck & Heavy Equipment Parts & Service Final (RES-2025-482 : Award Bid 2025008 Truck & Heavy

Bid #2025008 Truck & Heavy Equipment Parts & Service - Award Summary					
Item #		**Awarded Vendors**			
	OEM Parts (By Manufacturer)	**Purchase of Parts Only**	**Parts Discount**	**Purchase of Labor & Parts**	**Labor Rate & Parts Discount**
1	**Equipment:**				
1.1	Alamo Industrial	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.2	Ampliroll	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.3	Carlton	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.4	Case Construction	Monroe Tractor & Implement	10%	Regional Heavy Equipment & Truck	$139 / 0%
1.5	Caterpillar	Southworth Milton dba Milton Cat	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.6	Dyna-Vac				
1.7	Felling Trailers	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.8	Ford Chassis (F550 & F750)	West Herr Ford of Amherst	30%	Regional Heavy Equipment & Truck	$139 / 0%
1.9	Freightliner	Fleet Maintenance	30%	Regional Heavy Equipment & Truck	$139 / 0%
1.10	Gehl Dynalift	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.11	Gradall	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.12	Jacobsen	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.13	Hyundai	George & Swede	6%	Regional Heavy Equipment & Truck	$139 / 0%
1.14	Ingersoll Rand				
1.15	International	Regional International	25%	Regional Heavy Equipment & Truck	$139 / 0%
1.16	Isuzu	Conway Beam Truck Group	25%	Regional Heavy Equipment & Truck	$139 / 0%
1.17	John Deere	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.18	Kenworth	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.19	Kubota	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.20	Kut Kwick	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.21	Land Pride	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.22	Mack	Conway Beam Truck Group	25%	Regional Heavy Equipment & Truck	$139 / 0%
1.23	New Holland	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.24	Peterbilt	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.25	Rugby Manufacturing	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.26	Sewer Equipment Co.				
1.27	Salt Dog	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.28	T&U Forklift	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.29	Trail King Trailers	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
1.30	Vac-Con				
1.31	Vacall				
1.32	Volvo (on road)	Conway Beam Truck Group	25%	Regional Heavy Equipment & Truck	$139 / 0%
1.33	Volvo (off road)	Regional Heavy Equipment & Truck	0%	Regional Heavy Equipment & Truck	$139 / 0%
2	**Engines:**				
2.1	Cummins	Fleet Maintenance	22%	Regional Heavy Equipment & Truck	$139 / 0%
2.2	Detroit Diesel	Fleet Maintenance	23%	Regional Heavy Equipment & Truck	$139 / 0%
3	**Transmission:**				
3.1	Allison	Regional International	25%	Regional Heavy Equipment & Truck	$139 / 0%
3.2	Eaton	Regional International	25%	Regional Heavy Equipment & Truck	$139 / 0%
4	**Aftermarket Parts (By Category)**				
4.1	Brakes	FleetPride	65%	Regional Heavy Equipment & Truck	$139 / 0%
4.2	Cooling Systems	FleetPride	65%	Regional Heavy Equipment & Truck	$139 / 0%
4.3	Drivetrain	FleetPride	65%	Regional Heavy Equipment & Truck	$139 / 0%
4.4	Electrical	FleetPride	65%	Regional Heavy Equipment & Truck	$139 / 0%
4.5	Exhaust	FleetPride	65%	Regional Heavy Equipment & Truck	$139 / 0%
4.6	Fuel Systems	FleetPride	65%	Regional Heavy Equipment & Truck	$139 / 0%
4.7	Hydraulic	FleetPride	65%	Regional Heavy Equipment & Truck	$139 / 0%
4.8	Steering	FleetPride	65%	Regional Heavy Equipment & Truck	$139 / 0%
4.9	Suspension	FleetPride	65%	Frey the Wheelman	$60 / 65%

See full bid tab for road call fees and labor warranty.

** Case, Freightliner, Gradall, Ingersoll Rand, John Deere, Kenworth, Kubota, Mack, Milton, Peterbilt, and Vac-Con – new contract will begin on 12/18/2025 and will expire at the same time as other contracts awarded under this bid (March 2027). **

No bids received for Dyna-Vac, Ingersoll Rand, Sewer Equipment Co., Vac-con, Vacall

Attachment: Entire Doc Bid Analysis Truck & Heavy Equipment Parts & Service Final (RES-2025-482 : Award Bid 2025008 Truck & Heavy

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30435 **RESOLUTION 2025-483** **ADOPTED**

Approve Piggyback Contract for Office Supplies - CRS #5527

WHEREAS, the Contract Compliance and Administration Department is requesting approval to piggyback on Sourcewell Contract #70924-SCC, with Staples, for office supply products; and

WHEREAS, the contract term will be from February 3, 2025 through February 2, 2029;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Staples; and

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

5/12/2025
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

AGREEMENT

Let this document stand as an Agreement between Staples Contract & Commercial LLC and the Town of Amherst permitting the Town to participate in the Sourcewell contract #070924-SCC for Office Supplies, effective February 3, 2025 through February 2, 2029.

Agreed to and Accepted by:

Staples Contract & Commercial LLC

By: _____
Signature

CHRIS LWINGSTON
Printed name

AVP
Title

Date: 5/7/25

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Town of Amherst Agreement (RES-2025-483 : Approve Piggyback Contract for Office Supplies - CRS #5527)

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: Town of Amherst Agreement (RES-2025-483 : Approve Piggyback Contract for Office Supplies - CRS #5527)

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.

0. 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:

Staples Contract & Commercial, LLC
Print Name of Company

By: _____
Signature

CHRIS LEVINGSTON
Printed name

Date: 5/7/25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: Town of Amherst Agreement (RES-2025-483 : Approve Piggyback Contract for Office Supplies - CRS #5527)

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: STAPLES BUSINESS ADVANTAGE

Signature: [signature]

Print Name: CHRIS LIVINGSTON

Title: AVP

Date: 5/7/25

Revised 8.2023

Attachment: Town of Amherst Agreement (RES-2025-483 : Approve Piggyback Contract for Office Supplies - CRS #5527)

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Economic Development
Initiated by: **Emily Melski**
Co-Sponsored by:

DOC ID: 30441 **RESOLUTION 2025-484** **ADOPTED**

Authorization to Sign Grant Disbursement Agreement with Empire State Development CRS #5496

WHEREAS, the Town of Amherst owns and operates a sanitary sewer collection system, which conveys sewer flows received from residential, commercial, and industrial users within the Town to the Water Pollution Control Facility (WPCF) on Tonawanda Creek Road; and

WHEREAS, in June of 2021 the Town completed the "Westside Interceptor Evaluation Report" to evaluate the key sewers within the Boulevard Central District (including Opportunity Zone Census Tract 92) the Niagara Falls Boulevard Collector, the Peanut Line, and the West Side Interceptor; and

WHEREAS, the Report evaluated the capacity of the existing sewer infrastructure and proposed upgrades to increase capacity to support existing service connections and future development; and

WHEREAS, with this Report, the Town was awarded $31 million in funding through the Regional Economic & Community Assistance program from Empire State Development to support the Town of Amherst with the West Amherst Infrastructure Project in the Boulevard Central District; and

WHEREAS, the Town Board authorized the Supervisor to complete and sign the Incentive Proposal with Empire State Development for the West Amherst Infrastructure Project, RES-2023-1038 on December 18, 2023, CRS #4429; and

WHEREAS, the Town has provided all the necessary budgets and project plan documentation to Empire State Development resulting in complete processing of the Grant Disbursement Agreement, eligible for quarterly reimbursements; and

WHEREAS, per the accepted Incentive Proposal, project costs incurred after June 26, 2023 are to be considered eligible project costs. Disbursement must be requested by April 1, 2028; and

WHEREAS, per the accepted Incentive Proposal, the Town shall pay a commitment fee of 1% of the $31,000,000 ($310,000) and reimburse ESD for all out-of-pocket expenses incurred in connection with the project for a total of $311,087.53; and now therefore

BE IT RESOLVED, the Town Board authorizes the Supervisor to complete and sign the Grant Disbursement Agreement with Empire State Development for the Town of Amherst Boulevard Mall Infrastructure Capital, Project Number 137,378, upon successful completion of CRS #5496 approvals.

5/12/2025
Consent

FINANCIAL IMPACT:

($31,000,000) : $311,087.53

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

NEW YORK STATE OF OPPORTUNITY. Empire State Development

KATHY HOCHUL
Governor

HOPE KNIGHT
President, CEO & Commissioner

April 22, 2025

Mr. Brian Kulpa
Supervisor
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: Town of Amherst Boulevard Mall Infrastructure Capital, Project Number 137,378

Dear Mr. Kulpa,

On behalf of the New York State Urban Development Corporation doing business as Empire State Development (ESD), I am pleased to inform you that at the recommendation of ESD's President & Chief Executive Officer, Hope Knight, the ESD Directors have approved $31,000,000 in assistance for the project referenced above.

I am pleased to attach a signed Grant Disbursement Agreements ("GDA") for the above-referenced project. Please **execute the GDA and email it back to** Nancy Burkhardt, your project manager, within 30 days, with the following attachments:

- A completed IRS W-9 form necessary for taxpayer identification.
- Opinion of Counsel letter, as required by the GDA.
- Exhibit G-1, M/WBE Participation / Equal Opportunity Policy Statement
- Wire transfer information in the form of a letter from a financial officer of the grantee certifying the bank name, account name, account number and ABA routing number.
- A check for 1% of the grant amount ($310,000) and reimbursement of out-of-pocket public hearing-related expenses in the amount of $1,087.53, for a total of $311,087.53
- Copies of all insurance policies (or certificates thereof) for the required insurance coverages as stated in Section 12 of the GDA.
- A completed Disclosure & Accountability Certifications form (required only if there is a change to that previously submitted)

Please be advised that disbursement of funds may occur after ESD receives the grant funds and receives one fully executed GDA and all required documentation in a form acceptable to ESD, and any fees or reimbursement for expenses specified, as consistent with all relevant exhibits of the Grant Disbursement Agreement. Please include the attached checklist with each request for disbursement of funds**.**

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

Please contact Nancy Burkhardt, your Project Manager, at (716) 846-8232 should you have any questions. We look forward to working with you on this project.

Sincerely,

Glendon McLeary
Vice President and Director of Loans & Grants

Attachment: Checklist to Accompany Each Request for Disbursement of Funds

cc: Nancy Burkhardt
Karen Utz

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

Checklist to Accompany Each Request for Disbursement of Funds

After the GDA is executed, the Company can request disbursement of funds, assuming that all requirements for disbursement have been met. Required documentation is detailed in the GDA.

Check below that you have read, understood, complied with, or provided the specific information requested in each item. Your Project Manager can answer any questions.

Project Name: Town of Amherst Boulevard Mall Infrastructure Capital, Project Number 137,378

Payment Request #__ (Grantee, please fill in number of the payment request (1, 2, 3, etc.) and complete the checklist below with each Payment request)

Grant Disbursement Agreement Type: Capital Grant

It is recommended that Grantee contact Project Manager prior to sending in first payment request.

Design & Construction Requirements

- ❑ Exhibit B-1: Completed documentation as required by the Design & Construction Exhibit

Disbursement Terms - Grantee must comply with requirements before submitting a payment request.

- ❑ Discretionary Capital Grant GDA - Exhibit E - Disbursement Terms

Payment Requisition Form: Exhibit F

- ❑ Items #3 and #4 under Certification– *please check this to signify your understanding and acceptance of these items as well as the rest of the Certification in Exhibit F*
- ❑ Prepare and submit documentation in support of each payment request (as applicable) *– Please check that your payment request documentation is in accordance with the Design & Construction requirements detailed in Exhibit B of the GDA, as well as the attachments to Exhibit F*

Financial Condition Documentation

- ❑ Exhibit F-1 – Affidavit of Financial Condition

Copy of Certificate of Compliance

- ❑ C of C for new construction projects

Confirmation and Status of Equity

- ❑ Exhibit F-3 - Signed affidavit from an officer of the Grantee stating equity was expended in a manner set forth in the agreement. Definition of Equity: Equity Amount refers to the Grantee's share of the project cost, not the total project cost, and should not include financing from other sources. Enter the Equity amount in Paragraph #3, first part.
- ❑ This Exhibit also requests that you enter the total project cost in Paragraph #3, second part.

Office of Contractor and Supplier Diversity (OCSD)

- ❑ Include filled in Exhibits G-1 with executed GDA. Also include, unless you have provided these online (see below), G-2 with first disbursement, and G-3 and G-6 prior to final

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

disbursement. OCSD staff may also require regular utilization reports. It is a good idea on complex projects to schedule a call with your project manager and OCSD representative. Also be sure to read Exhibit G, Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures

- ❑ Check here if you have already provided the required forms online to OCSD staff.

Maintenance of Insurance

- ❑ Copy of all current policies of insurance (or certificates) in full compliance with the terms and conditions of Section 12 of the GDA
- ❑ Review Insurance Exhibit attached below which summarizes what is required.

INSURANCE EXHIBIT

Please refer to Section 12 of the Agreement for full description of the Insurance Provisions

-Certificate of Liability Insurance
Copy of certificate for the required limits

-Certificate of Property Insurance for building and contents

Indicate in the operations box of the certificates: Address of Project Location(s)

Not-for-Profit Organizations Only

- ❑ All not-for-profit ("NFP") organizations receiving a grant to be administered by ESD must be prequalified in the Statewide Financial System ("SFS"), registered and up-to-date with its filing with the Office of Attorney General's Charities Bureau and certified in the Office of the State Comptrollers' VendRep System prior to ESD Directors approval and the execution of a Grant Disbursement Agreement or Loan Agreement.
- ❑ Register in SFS at https://grantsmanagement.ny.gov/register-your-organization-sfs; For assistance with the registration form, send an email to grantsreform@its.ny.gov.
- ❑ Get prequalified in SFS at https://www.sfs.ny.gov. Click on the Vendor Portal login; Under **Business Unit**, associate your organization with a State Agency by selecting "ESD01". For assistance with the prequalification process, contact the SFS Help desk at helpdesk@sfs.ny.gov or (855) 233-8363; additional prequalification information can be found here - https://grantsmanagement.ny.gov/get-prequalified;

Business Unit	State Agency Name
ESD01	Empire State Development

Bank Information

- ❑ Include bank information shown in Exhibit E, *in a letter signed by a financial officer of the Grantee.* This includes Bank Name, Bank Account and ABA Routing #
- ❑ Verify bank information for each subsequent payment request.

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

CAPITAL GRANT

This **GRANT DISBURSEMENT AGREEMENT ("Agreement")** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

NEW YORK STATE URBAN DEVELOPMENT CORPORATION d/b/a EMPIRE STATE DEVELOPMENT ("ESD" or "GRANTOR"):	95 Perry Street, Suite 500 Buffalo, New York 14203 Contact: Nancy Burkhardt, Assistant Director of Projects WNY Phone: (716) 846-8232 E-mail: Nancy.Burkhardt@esd.ny.gov
THE GRANTEE:	Town of Amherst 5583 Main Street Williamsville, NY 14221 Contact: Brian Kulpa, Supervisor Phone: (716) 631-7032 E-mail: bkulpa@amherst.ny.us Federal Taxpayer ID#: 16-6002157
PROJECT NAME:	Town of Amherst Boulevard Mall Infrastructure Capital
PROJECT LOCATION:	Town of Amherst: Sweet Home Road & I-290 to Sweet Home Road & approx. N. Ellicott Creek Road, Erie County
PROJECT NUMBER:	137,378
GRANT AMOUNT:	$31,000,000
FUNDING SOURCE:	Regional Economic and Community Assistance Program
ESD APPROVAL DATE:	December 19, 2024
PACB APPROVAL DATE:	February 19, 2025
EXPIRATION DATE:	December 31, 2031

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

TERMS AND CONDITIONS

1. The Project

The Grantee shall:

(a) complete the project as set forth in the ESD General Project Plan attached hereto as Exhibit A (the "Project").

(b) comply with the design and construction requirements attached hereto as Exhibit B.

2. Employment Goals & Reporting

(a) The Grantee represents and warrants that it currently employs not less than the Baseline Employment (as hereinafter defined) set forth in Exhibit C to this Agreement and that it shall (i) achieve the employment goals as set forth in Exhibit C by retaining existing or hiring new Full-time Permanent Employees or (ii) repay a portion of the Grant as set forth in Exhibit C.

(b) For purposes of this Agreement, a Full-time Permanent Employee shall mean (i) a full-time, permanent, private-sector employee on the Grantee's payroll, who has worked at the Project Location for a minimum of thirty-five hours per week for not less than four consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by Grantee to other employees with comparable rank and duties; or (ii) two part-time, permanent, private-sector employees on Grantee's payroll, who have worked at the Project Location for a combined minimum of thirty-five hours per week for not less than four consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by Grantee to other employees with comparable rank and duties. Baseline Employment shall mean the number of Full-time Permanent Employees set forth in Exhibit C.

(c) Grantee shall submit, by February 1 of each year during the term of this Agreement, the Employment Reporting Form attached hereto as Exhibit H, indicating the average number of Grantee's Full-time Permanent Employees for the 12 month period ending as of December 31 of the prior year. Full-time Permanent Employee Count, for each calendar year during the term of this Agreement, shall mean the greater of (i) the average number of Full-time Permanent Employees for the prior calendar year, computed by adding the number of Full-time Permanent Employees as of the Grantee's last payroll date in the months of March, June, September and December and dividing that sum by 4, or (ii) the number of Full-time Permanent Employees as of the Grantee's last payroll date in December of such year.

3. Conditions Precedent to Disbursement of the Grant

No grant funds shall be disbursed unless the Grantee is in compliance with the Terms and Conditions of this Agreement, including, but not limited to, Exhibit E (Disbursement Terms), and the following conditions have been satisfied (and as to 3(d) and 3(e) below continue to be satisfied prior to each disbursement):

(a) If the Grant Amount exceeds $100,000, or if, as described in Exhibit A, it is expected that there will be additional grants that in the aggregate exceed $100,000, ESD has received an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit D.

(b) Any necessary approval has been issued by the Director of the Budget of the State of New York, and the Grant funds have been received by ESD.

(c) ESD has received a commitment fee, plus out-of-pocket expenses incurred by ESD in the making of the Grant, if any, as set forth in Exhibit E.

(d) There have been no materially adverse changes in the financial condition of the Grantee since the date of submission of its application to ESD.

(e) The Grantee employs at least the Baseline Employment as evidenced by the Employment Reporting Form attached hereto as Exhibit H.

4. Disbursement and Recapture Terms

Subject to the terms and conditions contained in this Agreement, ESD shall disburse the Grant to the Grantee as follows:

(a) ESD shall reimburse the Grantee for Project expenditures incurred by the Grantee as set forth in Exhibit E to this Agreement. Disbursements will be made upon submittal to ESD of a Payment Requisition Form, together with such supporting documentation as ESD may require, in the form attached to this Agreement as Exhibit F and its attachments, and Exhibit H.

(b) In no event will ESD make any payment which would cause ESD's aggregate disbursements to exceed the Grant Amount.

(c) The Grant, or a portion thereof, may be subject to recapture by ESD as provided in Exhibit C.

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

5. Non Discrimination and Contractor & Supplier Diversity

The Grantee will comply with ESD's Non-Discrimination and Contractor & Supplier Diversity policies set forth in Exhibit G to this Agreement.

6. No Liability of ESD

ESD shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to defend, indemnify and hold harmless ESD, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

7. Responsibility Provisions

(a) The Grantee shall at all times during the Agreement term remain responsible. The Grantee agrees, if requested by the President and Chief Executive Officer of ESD or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

(b) The President and Chief Executive Officer of ESD or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the Grantee. In the event of such suspension, the Grantee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Grantee must comply with the terms of the suspension order. Activities under this Agreement may resume at such time as the President and Chief Executive Officer of ESD or his or her designee issues a written notice authorizing a resumption of performance under this Agreement.

(c) Upon written notice to the Grantee, and a reasonable opportunity to be heard with appropriate ESD officials or staff, this Agreement may be terminated by the President and Chief Executive Officer of ESD or his or her designee at the Grantee's expense where the Grantee is determined by the President and Chief Executive Officer of ESD or his or her designee to be non-responsible. In such event, the President and Chief Executive Officer of ESD or his or her designee may complete the requirements of this Agreement in any manner he or she deem advisable and pursue available legal or equitable remedies for breach.

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

8. Representations, Warranties and Covenants

The Grantee represents, warrants and covenants that:

(a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) This Agreement was duly authorized, executed and delivered by the Grantee and is binding and enforceable against the Grantee in accordance with its terms.

(c) It is a duly organized corporation, validly existing and in good standing under the laws of the State of its incorporation, has the corporate power and authority to own its assets and to transact the business in which it is now engaged or proposed to be engaged and is duly qualified as a foreign corporation and in good standing under the laws of each other jurisdiction in which such qualification is required and shall maintain its corporate existence in good standing in each such jurisdiction.

(d) There are no actions, suits or proceedings or, to the knowledge of Grantee, threatened against, or affecting Grantee before any court, governmental entity or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the financial condition, operations, properties or business of the Grantee, except as may have been disclosed in writing to ESD.

(e) Grantee is in compliance and shall continue to comply in all material respects with all material applicable laws, rules, regulations and orders.

(f) The information contained in the application submitted by the Grantee in connection with the project and the Grant, as such application may have been amended or supplemented (the "Application"), is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Application, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that ESD has relied on the statements and representations made by the Grantee in the Application in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Application or otherwise in connection with the Grant and, except as otherwise disclosed in writing to ESD, there has been no adverse material change in the financial condition of Grantee from the date of submission of the Application to the date hereof and that all other the information contained in the Application continues on the date hereof to be materially correct and complete.

(g) The Grantee covenants that it will neither hold itself out as, nor claim to be an officer, employee, agent or representative of ESD or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of ESD or the

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

(h) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given anything of value to influence any official act or the judgment of any person in the award of the Grant or the performance of any of the terms of this Agreement.

(i) It shall maintain business operations at the Project Location for the term of this Agreement.

(j) The Grant shall be used solely for Project expenses in accordance with the terms and conditions of this Agreement.

(k) The Grantee is solely responsible and has sufficient funding for all Project costs in excess of the Grant.

(l) Grantee will use ESD grant funds, and submit payment requisitions, exclusively for eligible expenses related to capital works or purposes in accordance with IRS rules and regulations relating to ESD's bonds and in accordance with the New York Debt Reform Act. Grantee acknowledges that grant funds must be used solely for authorized capital purposes and not for operating expenses or other working capital items or non-capital purposes, irrespective of whether the funds are still used for the benefit of the Project. Grantee acknowledges that the consequences of breaching this covenant could result in violations of state law and/or large bond issuances being treated as taxable instead of tax exempt for federal and state tax purposes, loss of certain federal subsidies to the state, adverse ratings changes for such bonds, and disproportionate negative financial consequences to the state and bondholders. Grantee recognizes its financial obligations, risks and liabilities for breach of this covenant. ESD may, from time to time, request information from Grantee to confirm its compliance with this covenant and Grantee acknowledges its obligation under Section 9 (a) (ii) of the GDA to provide information upon request to ESD.

(m) The Grant shall not be used in any manner for any of the following purposes:

(i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;

(ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;

(iii) payments to any firm, company, association, corporation or organization

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in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five (5) percent of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

(iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.

(n) Grantee is in compliance and shall continue to comply with Section 7 of this Agreement.

(o) Grantee agrees, warrants and represents that ESD has not made any promises, warranties or representations, either express or implied, oral or in writing, of any nature kind or description, that Grantee will be accorded any form of grant or other financial assistance or accommodation, other than the specific form of assistance that is described and referred to herein and/or is specifically set forth in Exhibit A. To the contrary, ESD has not made any promises, warranties or representations, either orally or in writing, of any nature, kind or description other than those, if any, that are set forth in the writings that are being executed in connection with the transaction that is described and referred to herein. Grantee further agrees, warrants and represents that it has the ability, including without limitation the financial ability, to meet all of the obligations that are set forth in the documents that are being executed at the closing of this transaction including, without limitation, if applicable, the obligation, by Grantee, to meet all of the job creation/job retention mandates that are set forth herein, and that it is aware of no facts or conditions that would serve to limit or otherwise interfere with its ability to meet all of its obligations and requirements, as set forth herein. Grantee agrees, warrants and represents, still further: (a) that the closing on this transaction, i.e., the date set forth by the last signatory to this Agreement, has taken place in a timely manner, consistent with its needs and requirements; (b) that it has no claims or causes of action against ESD of any nature kind or description, including without limitation any claims or causes of action pertaining to the manner and/or timing of the closing of the referenced transaction and the disbursal of the funds that are to be accorded to the Grantee thereunder, and that to the extent that it does or did have such claims or causes of action, those are in all respects fully and finally waived and released; and (c) that Grantee knows and understands that ESD is relying upon the truthfulness and accuracy of the Grantee's agreements, warranties and representations, as set forth herein.

9. Default and Remedies

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(a) Each of the following shall constitute a default by the Grantee under this Agreement:

(i) Failure to perform or observe any obligation or covenant of the Grantee contained herein, other than an employment default as set forth in (iv) below, to the reasonable satisfaction of ESD and within the time frames established under this Agreement.

(ii) Failure to comply with any request for information reasonably made by ESD to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by ESD in connection with the Grant.

(iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant.

(iv) Failure of the Grantee, for any time period, to meet the minimum employment goals required by Exhibit C.

(v) A default beyond any applicable grace period by the Grantee, or any entity which Grantee directly or indirectly controls, is controlled by, or is under common control with, under any other agreement with ESD.

(vi) Any manifestation, on the part of the Grantee, of an intention either: (x) to terminate and/or (y) to restructure, under the terms of any bankruptcy or insolvency statute or law, its business at the Project Location. This includes, without limitation, the announced or actual cessation of business activities at the Project Location, the initiation of proceedings under any dissolution statute, or the execution of an assignment for the benefit of creditors, or the solicitation of any composition and/or arrangement with creditors, or the issuance of “closing” or “termination” notices to employees under any state or federal statute, or the filing of any voluntary petition under any chapter of the United States Bankruptcy Code, or the failure by the Grantee to obtain the dismissal, within sixty (60) days of filing, of any involuntary proceeding brought under any chapter of the United States Bankruptcy Code.

(vii) If the number of the Grantee’s Full-Time Permanent Employees, as that term is defined in this Agreement, that are situated at the Project Location as of the Grantee’s last payroll date on or prior to the end of any quarter (with the quarters being those the quarterly dates of March 31, June 30, September 30 and December 31, as set forth in the Report of Employment that is annexed as Exhibit H to this Agreement) is less than fifty percent (50%) of the number of Full Time-Permanent Employees, situated at the Project Location, required in accordance with the Employment Goals that are to be achieved as of the next Reporting Date, as specified in Exhibit C.

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(viii) Failure by the Grantee, for any period of time, to comply with Section 7 of this Agreement.

(b) Upon the serving of notice to the Grantee of the occurrence of a default (which notice shall specify the nature of the default), ESD shall have the right to terminate this Agreement, provided however, that if the default is pursuant to paragraph 9(a)(i) or 9(a)(ii), no default shall be deemed to have occurred if Grantee cures such default within ten (10) days of notice of default from ESD, or if the default pursuant to paragraph 9(a)(i) or 9(a)(ii) cannot be reasonably cured within such ten day period, Grantee commences to cure such default within the ten day cure period and cures the default within ninety (90) days thereafter, provided further that ESD shall not be obligated to make any disbursements during any such cure period. Defaults occurring under the terms and provisions of paragraph 9(a)(iii), 9(a)(iv), 9(a)(v), 9(a)(vi), 9(a)(vii), and 9(a)(viii), are not subject to the cure provisions provided herein.

(c) Upon termination of this Agreement, ESD may (i) withhold any Grant proceeds not yet disbursed and (ii) require repayment of Grant proceeds disbursed to the Grantee in accordance with Exhibit C of this Agreement. Notwithstanding the foregoing, if ESD determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, ESD may require repayment of all funds and may refer the matter to the appropriate authorities for prosecution. ESD shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term

The term of this Agreement shall commence on the date hereof and expire on the Expiration Date, as set forth on the first page of this Agreement.

11. Books and Records; Project Audit

(a) The Grantee will maintain accurate books and records concerning the project for the term of this Agreement and for three (3) years from the expiration or earlier termination of this Agreement and will make those books and records available to ESD, its agents, officers and employees during Grantee's business hours upon reasonable request.

(b) ESD shall have the right, upon reasonable notice, to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for three (3) years following the expiration or earlier termination of this Agreement.

(c) In the event that Grantee fails, during the period following the expiration or earlier

termination of this Agreement, to comply with the terms of this Section 11, including without limitation failing to accord ESD the ability to conduct field inspections and audits, ESD shall have the right to recover all of its costs, inclusive of attorneys' and other related professional fees, incurred in order: (i) to compel the production of books and records; (ii) to conduct field inspections and audits: and (iii) to assess and evaluate the Grantee's business and, inter alia, the manner in which the funds provided under this Agreement were employed. Such recovery shall be in addition to, and not in lieu of, any sums to which ESD is and/or was entitled to recapture under the terms of Section 9 hereof and Exhibit C of this Agreement, including without limitation Section 9(a)(ii), resulting from the Grantee's pre-expiration/termination default.

12. Maintenance of Insurance

Grantee shall maintain in full force and effect insurance, including, but not limited to, the insurance described hereafter, in such amounts and covering such risks as Grantor may require from time to time.

(a) The Grantee shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended. The insurance required in this paragraph (a) shall provide coverage for an amount not less than the full replacement value of the buildings at the Project Location and the building equipment, or such other amount as the Grantor may reasonably require, provided that (i) the amount of insurance coverage shall be in an amount sufficient to satisfy, at all times, any co-insurance requirements, and (ii) the amount of any flood hazard insurance shall not exceed the maximum amount of coverage available under the National Flood Insurance Act.

(b) When and to the extent required by the Grantor, the Grantee shall maintain in full force and effect insurance against (i) loss of rental income, (ii) loss of business income, (iii) damages to boiler, and (iv) any other risk as is customary in the industry of the Grantee. The insurance required in this paragraph (b) shall provide coverage in an amount satisfactory to Grantor.

(c) The Grantee shall maintain Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate and Three Million Dollars ($3,000,000) umbrella. In addition, if the grant contemplates the purchase, construction or renovation of any buildings or equipment, the Recipient shall keep the buildings at the Project Location and the

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building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended.

(d) All insurance required in this Section shall be issued by companies authorized to do business in the State of New York, satisfactory to Grantor pursuant to policies satisfactory to Grantor in form and substance. Without limiting the generality of the foregoing, the policies of insurance required hereby shall provide for thirty (30) days, or ten (10) days for non-payment, prior written notice of cancellation to Grantor.

(e) The Grantee shall give prompt written notice to the Grantor in the event of substantial damage to the Project Location by reason of fire or other hazard or casualty.

(f) Notwithstanding the provisions of Subdivision 4 of Section 254 of the Real Property Law, the Grantor shall be entitled to retain and apply the proceeds of any insurance required hereby to the payment of any obligations or, in the sole discretion of the Grantor, apply any or all such proceeds to the cost of restoration of the Project Location, in which case the Grantee shall proceed with reasonable diligence to repair, replace or rebuild the Project Location to substantially their condition prior to such damage in full compliance with all legal requirements.

(g) The Grantee shall provide the Grantor with copies of all certificates for the required insurance coverages in form and substance satisfactory to the Grantor. In addition, the Grantee shall provide the Grantor with copies of renewal certificates or temporary binders in the event renewal policies have not been issued, in a timely manner. The Grantee must, in any event, provide Grantor with satisfactory confirmation of renewal coverage by the renewal date.

(h) In the event that the Grantee fails to maintain the insurance required hereby, the Grantor may obtain such insurance and pay the premiums therefor and the Grantee shall, on demand, reimburse the Grantor for any insurance premiums paid, together with interest thereon computed at the highest rate per annum allowable under New York State law.

(i) The Grantee will not take any action, or permit any condition to exist, with respect to the Project Location which may, in any manner, partially or wholly invalidate the insurance on the Project Location required hereby.

(j) ESD shall be named as additional insureds for ongoing and completed operations under Commercial General Liability and Umbrella Insurance policies. Coverage afforded to these additional insureds will be primary and non-contributory with any other insurance available to such additional insureds, whether such insurance is on a primary, excess, umbrella, or contingent basis. Additional insured coverage for

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ongoing and completed operations and shall be provided on ISO endorsement forms CG 20 10 and CG 20 37. Recipient will provide additional insured coverage to the fullest extent permitted by applicable law. This insurance shall contain an endorsement waiving all rights of subrogation against ESD.

13. Survival of Provisions

It is agreed that: (a) the provisions of Sections 6, 8(g), (j) and (l) and 9, 11, 12, 13, 14, 15, 16, 17, 18, 21 and 22 (except insofar as any of the aforesaid Sections have been waived in accordance with the terms of Exhibit I to this Agreement) shall survive the expiration or early termination of this Agreement; and (b) such expiration or early termination shall not serve to limit, alter or modify any of the Grantee's obligations or responsibilities under the aforesaid Sections, and/or ESD's rights under such Sections, referenced in subsection (a) of this Section 13 of this Agreement. It is further agreed, moreover, that notwithstanding the expiration or early termination of this Agreement, ESD shall nevertheless retain the right to pursue, through and until the expiration of any applicable period of limitations established under the statutory or common law of the State of New York, any claim or claims arising from any Section of this Agreement, including but not limited to the above referenced Sections 6, 8(g), (j) and (l) and 9, 11, 12, 13, 14, 15, 16, 17, 18, 21 and 22 of this Agreement, and the expiration or early termination of this Agreement shall not constitute a defense to any such timely filed claim or cause of action that is asserted on ESD's behalf.

14. Notices

(a) All notices, demands, requests or other communications permitted or required hereunder shall be in writing and shall be transmitted either:
  (i) via certified or registered United States mail, return receipt requested;
  (ii) by facsimile transmission;
  (iii) by personal delivery;
  (iv) by expedited delivery service; or
  (v) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

Empire State Development

Name:	Nancy Burkhardt
Title:	Assistant Director of Projects, WNY
Address:	95 Perry Street, Suite 500, Buffalo, New York 14203
Telephone Number:	(716) 846-8232
E-Mail Address:	Nancy.Burkhardt@esd.ny.gov

With a copy to:

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Title:	General Counsel
Address:	655 Third Avenue, 3rd Floor, New York, NY 10017
Telephone Number:	(212) 803-3750
Facsimile Number:	(212) 803-3975

Town of Amherst

Name:	Brian Kulpa
Title:	Town Supervisor
Address:	5583 Main Street, Williamsville, NY 14221
Telephone Number:	(716) 631-7032
E-Mail Address:	bkulpa@amherst.ny.us

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of mailing to the address provided herein, or in the case of facsimile transmission or email, upon receipt of a record, by the sender, that such a transmission has been completed.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

15. No Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

16. No Waiver

No waiver of any ESD's rights arising under this Agreement, or any other source, can occur unless such waiver shall be in writing and signed by ESD and such written document manifests a clear and unequivocal intent by ESD to waive its contractual or other legal rights. The term "waiver" as used herein is a term of art as used in the legal profession. ESD may not be estopped from asserting any of its legal rights, including but not limited to its rights under this agreement, unless ESD has signed a written document that clearly and unequivocally states that the other party may detrimentally rely upon the terms of such written document. Absent such written document, there shall be no estoppel against ESD and the other parties' alleged detrimental reliance shall be deemed to be unreasonable. The term "estoppel" is used herein is a term of art as used in the legal profession.

17. Integration/Modification

(a) This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or statements relating to such subject matter. In addition, this Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

(b) The Grantee's representations and warranties, as set forth in Section 8(o) herein, are repeated and reiterated and are made part of this Section 17 of this Agreement. Furthermore, the Grantee acknowledges and agrees that ESD has made no representations, either oral or in writing, other than those that are set forth in this Agreement. Specifically, the Grantee acknowledges and agrees that ESD has made no promises, warranties or representations, of any nature, kind or description: (a) that the Project will and/or can be, the assistance received from ESD notwithstanding, successful; and (b) that the Grantee will be able, following the closing of this transaction, i.e., the date set forth by the last signatory to this Agreement, to obtain the particular complement of personnel, and/or any other resource, material or item that its business requires. To the contrary, the Grantee acknowledges, agrees, warrants and represents to ESD that it has, prior to the consummation of this transaction, engaged in its own complete and comprehensive due diligence inquiry with respect to all aspects of the Project, including without limitation the suitability of the Project Location, the probability of the Project's success at that location and its ability to obtain, at the Project Location, the particular complement of personnel and/or any other resource, material or item that its business requires and/or will in the future require. The Grantee acknowledges and agrees and specifically represents to ESD that it is not relying upon any statements or representations from ESD, oral or otherwise, regarding any such matters, and/or about any other aspect of the Project. Any such reliance by Grantee, which understands and fully accepts any and all risks that it is undertaking in connection with the Project, and its absolute responsibility as Grantee to fulfill all of its obligations under the Agreement, including without limitation its obligation to fulfill all job creation/retention goals, would be and is unreasonable.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein. In the event of a conflict between the

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Directors' materials attached hereto as Exhibit A and any other term or condition of this Agreement, then the term or condition of this Agreement shall govern.

19. Confidentiality of Information

Information contained in reports made to ESD or otherwise obtained by ESD relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "Confidential" by the Grantee, will be kept confidential by ESD, to the extent such information is determined by ESD to be exempt from public disclosure under the Freedom of Information Law and not otherwise required by law to be disclosed. Notwithstanding the foregoing, ESD will not be liable for any information disclosed, in ESD's sole discretion, pursuant to the Freedom of Information Law or other applicable law, or which ESD is required to disclose pursuant to legal process.

20. Special Provisions

The Grantee shall comply with the special provisions, if any, set forth in Exhibit I.

21. Litigation Costs

The Grantee shall pay, in any action or proceeding that is commenced to enforce and/or involves the enforcement of the terms and conditions of this Agreement, all of ESD's costs including, without limitation, ESD's attorneys' fees. The Grantee shall also pay any and all of ESD's collection costs including, without limitation, its attorneys' fees.

22. Waiver

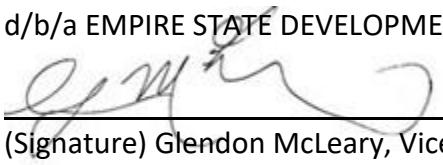
The Grantee knowingly and expressly waives the right to a trial by jury and the right to interpose any counterclaims in any action brought by ESD under the terms of this Agreement.

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Town of Amherst Boulevard Mall Infrastructure Capital, Project Number 137,378

This agreement is entered into as of the latest date written below:

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d/b/a EMPIRE STATE DEVELOPMENT



(Signature) Glendon McLeary, Vice President and Director, Loans and Grants

April 22, 2025
(date)

Town of Amherst

(Signature)

(Printed name and title)

(date)

Rev. 12/16/2024

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ESD CAPITAL GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	General Project Plan
EXHIBIT B	Reports
EXHIBIT B-1	Design & Construction Requirements
EXHIBIT C	Recapture Terms
EXHIBIT D	Opinion of Counsel
EXHIBIT E	Disbursement Terms
EXHIBIT F	Payment Requisition Form
EXHIBIT F-1	Financial Condition Documentation
EXHIBIT F-2	Project Cost Documentation
EXHIBIT F-3	Equity and Total Project Cost Expenditure Documentation
EXHIBIT G	Non-Discrimination and Contractor & Supplier Diversity – Requirements and Procedures
EXHIBIT G-1	M/WBE Participation / Equal Opportunity Policy Statement
EXHIBIT G-2	Staffing Plan
EXHIBIT G-3	Workforce Employment Utilization Report
EXHIBIT G-4	M/WBE Utilization Plan
EXHIBIT G-5	Waiver Request Form
EXHIBIT G-6	M/WBE Contractor Compliance and Payment Report
EXHIBIT H	Employment Reporting Form
EXHIBIT I	Special Provisions

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EXHIBIT A: GENERAL PROJECT PLAN

See Materials Attached

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NEW YORK STATE OF OPPORTUNITY. Empire State Development

KATHY HOCHUL
Governor

HOPE KNIGHT
President, CEO & Commissioner

FOR CONSIDERATION
December 19, 2024

TO: The Directors

FROM: Hope Knight

SUBJECT: Amherst (Western New York Region Erie County) – Town of Amherst Boulevard Mall Infrastructure Capital – Regional Economic and Community Assistance Program (Capital Grant)

REQUEST FOR: Findings and Determinations Pursuant to Section 10(g) of the Act; Authorization to Adopt the Proposed General Project Plan for the Purpose of Making a Grant; Authorization to Make a Grant and to Take Related Actions; Determination of No Significant Effect on the Environment

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ESD Directors' Summary

The Town of Amherst (the "Town", "Amherst" or "Grantee") spans a geographical area of 53.6 square miles, making it the fourth largest municipality in Upstate New York, with a population exceeding 129,000. During the day, the population swells to over 180,000 due to commuters who work in the area. Amherst is home to several prominent educational institutions, including Daemen University, Erie Community College's North Campus, and the University at Buffalo. The Town also features notable commercial centers such as the Boulevard Mall, which attracts visitors and workers from northern Erie County and southern Niagara County.

With businesses having vacated the Boulevard Mall, the Town views this as an opportunity to repurpose the site. However, the existing sanitary sewer system must be upgraded to support future redevelopment. The Town's westside sanitary sewer system, which services the Boulevard Central District, is currently strained, placing significant pressure on the West Side Interceptor. The inflow and infiltration during wet weather events exacerbate capacity challenges, leading to sanitary sewer overflows.

The planned sewer system improvements aim to alleviate these capacity constraints, enabling future development of the Boulevard Mall site into a vibrant, walkable, mixed-use, and transit-oriented district. This redevelopment is poised to include a mix of affordable, market-rate, student, and senior housing units, as well as retail, restaurants, and open public spaces.

In recognition of the project's significance, Governor Kathy Hochul awarded $31 million to the Town of Amherst through the Regional Economic and Community Assistance Program in the FY2023-2024 budget. The Town's equity of $11 million will offset the remaining project costs. Amherst issued notices to proceed to contractors in August 2024, and construction commenced thereafter. The Grantee is aiming to have the portion of the project north of the Boulevard Mall

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site substantially completed in Q1 2025, with the final completion in Q3 2025. The second portion of the project is currently finishing regulatory review with anticipated construction in the near future. The redevelopment is expected to create up to 1,500 residential units, stimulate economic growth, and generate employment opportunities.

General Project Plan

I. Project Summary

Grantee: Town of Amherst (the "Town", "Amherst" or "Grantee")

ESD* Investment: A grant of up to $31,000,000 to be used for a portion of the cost of construction

* The New York State Urban Development Corporation doing business as Empire State Development ("ESD" or the "Corporation")

Project Location: Town of Amherst: Sweet Home Road & I-290 to Sweet Home Road & approx. N. Ellicott Creek Road, Erie County

Proposed Project: Design and construction of improvements to sanitary sewer infrastructure in the Boulevard Central District, from Sweet Home Road and I-290 to Sweet Home Road and approx. N. Ellicott Creek Road as well as the area from the Boulevard Mall north toward Ridge Lea Road via N. Bailey Avenue

Project Type: Infrastructure investment

Regional Council: This is a Priority Project for the Western NY Regional Economic Development Council ("WNYREDC"). The project is consistent with the WNYREDC's Plan to promote downtown revitalization, sustainability and smart growth.

II. Project Cost and Financing Sources

Financing Uses	Amount
Construction	$38,900,000
Soft Costs (Engineering, Legal & Contract Admin)	3,100,000
Total Project Costs	$42,000,000

Financing Sources	Amount	Percent
ESD - Grant	$31,000,000	74%
Town of Amherst Equity	11,000,000	26%
Total Project Financing	$42,000,000	100%

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III. Project Description

A. Grantee

Industry: Government

Grantee History: Throughout its history, Amherst has evolved from a rural town to a bustling suburban center; marked by continual growth, thriving commerce, and a commitment to educational excellence.

In 1818, the Town of Amherst was officially established by New York State, commemorating Sir Jeffrey Amherst. Town government took shape in 1819 under the leadership of Timothy S. Hopkins, the first elected Town Supervisor. At the outset, the town's population was modest, largely rural, with minimal development - only one-tenth of the land developed and a population of 1,308.

The opening of the Erie Canal in 1825 was a pivotal moment for Amherst's growth. This significant transportation route expanded markets for farmers, manufacturers, and businesses, catalyzing increased settlement by German and French immigrants. The 1830s saw Oziel Smith's impactful initiatives, including the revitalization of an unused mill, establishment of a waterworks, construction of the Eagle House, and acquisition of a hops farm, which jumpstarted the local economy.

By 1850, Amherst had undergone substantial economic expansion. The town boasted several grist mills, sawmills, forges, a tannery, factories producing various goods, artisans' workshops, schools, churches, and numerous commercial enterprises. The population had surged to about 3,500 residents.

The late 19th century witnessed further growth spurred by improved transportation. The advent of the electric trolley, connecting Williamsville to Buffalo, and the advent of automobiles strengthened connections between Amherst, Buffalo, and Niagara Falls. This led to a doubling of the population between 1920 and 1930, as Amherst became Buffalo's initial trolley car suburbs.

Post-war, the development of highway and interstate systems triggered extensive residential expansion, leading to a remarkable increase in population. By 1960, the population had surged to 62,837 from 19,356 in 1940. This growth continued, with the 2020 census recording a population of 129,595.

As residential development expanded northward from Eggertsville,

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Snyder, and Williamsville, commercial infrastructure emerged to cater to the burgeoning suburban population. The establishment of prominent educational institutions such as Rosary Hill College (later Daemen), Erie Community College North Campus, and SUNY University at Buffalo North Campus further solidified Amherst as a hub of regional commerce and education.

Ownership: Municipality

Size: The Town has a geographical area of 53.6 square miles and is the fourth largest municipality in Upstate New York with a population of over 129,000 residents and a daytime population that swells to over 180,000 to include people who commute into the Town for work.

ESD Involvement: In 2018, the Town of Amherst submitted a Downtown Revitalization Initiative application to the Western New York Regional Economic Development Council ("WNYREDC"), seeking infrastructure funding for the Boulevard Mall redevelopment project. However, the WNYREDC did not select the proposal due to its high cost and the Town's lack of additional funding at the time.

The Town then reached out to the Governor's office and ESD's senior leadership to seek support for the project, aimed at transforming the Boulevard Mall into a mixed-use development featuring residential, retail, and public gathering spaces. The proposed redevelopment envisions at least 1,500 residential units, including a blend of affordable, market-rate, student, and senior housing. It also promises to generate new employment opportunities and enhance the area with restaurants, retail outlets, and open spaces.

In recognition of the project's potential, the Governor awarded $31 million to the Town of Amherst through the Regional Economic and Community Assistance Program in the FY2023-2024 budget. Without financial assistance, this project would not be feasible.

Past ESD Support: N/A

Completion: June 2026

Activity: The Town of Amherst's sanitary sewer system has two main interceptors, the West Side Interceptor and the Peanut Line Interceptor. The West Side Interceptor's sewer shed services the more mature areas of the town, Snyder, the Village of Williamsville and Eggertsville, and also services the Boulevard Central District. This system has several challenges, most

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notably during wet weather, which increases the flow rates (inflow and infiltration) so significantly it causes capacity issues and sanitary sewer overflows in the Eggertsville and Snyder areas. This operational limitation presents a significant obstacle to Amherst's growth, particularly in the Boulevard Central District.

To address this issue, the Town has initiated a project that encompasses the following key components:

- Construction of a reinforced concrete overflow chamber at the Westside Interceptor for the purpose of providing surcharge relief to the Westside Interceptor by diverting excess flows to the new pump station.
- Construction of a new 15 MGD pump station, positioned within the interceptor easement area north of Maple Road at the I-290, designed to alleviate surcharging conditions (over capacity) during wet weather flows in the West Side Interceptor.
- Installation of 11,400 linear feet of 24-inch force main, incorporating various construction methods, including jack and bore and traditional cut and cover, along Sweet Home Road.
- Construction of a reinforced concrete chamber at the junction of the force main and the Peanut Line Interceptor, with the aim of providing a hydraulically efficient outlet for the excess wet weather flow.
- Construction of approximately 5,200 linear feet of 18" sanitary sewer from the Boulevard Mall property toward the existing Ridge Lea sanitary sewer trunk line.

Results:

Once complete, construction of the new overflow chamber, pump station, forcemain, and the junction chamber to the Peanut Line Interceptor will shift 15 million gallons of wet weather sanitary sewer flows from West Side Interceptor to Peanut Line Interceptor. This will relieve the overburdened sewer system and will allow for redevelopment projects including, the Amherst Renewal Project at the Boulevard Mall site and will accommodate the increased sewer demand throughout Eggertsville and Snyder (located in the west Amherst area).

The future development potential of the Boulevard Mall aims to create a new walkable mixed-use, mixed-income, transit-oriented place in Amherst with a "town center" feel that includes an active public space utilizing a quality and environmentally sustainable design that provides key pedestrian amenities. The proposed redevelopment would create up to 1,500 residential units, at a density of approximately 24 housing units per acres, of which total residential units with 15% of the housing units will be allocated as "affordable housing". Through this mix of affordable, market rate, student and senior housing, this major redevelopment will result in creating new jobs and opportunity

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through the addition of restaurants, retail and open space.

Infrastructure Investment Project:	No Benefit-Cost Analysis ("BCA") is required since these projects generate long-term benefits not captured in the short-term period used for the BCA and may involve no permanent job commitments.
Grantee Contact:	Brian Kulpa, Supervisor Town of Amherst 5583 Main Street Williamsville, NY 14221 Phone: (716) 631-3409 Email: bkulpa@amherst.ny. us
ESD Project No.:	137,378

Project Team:	Origination	Mo Sumbundu
	Project Management	Nancy Burkhardt
	Contractor & Supplier Diversity	Kelly Forsey
	Finance	Timothy Anderson
	Design & Construction	Jennifer Kensy
	Environmental	Nicole Francis

C. Financial Terms and Conditions

1. Upon execution of the grant disbursement agreement, the Grantee shall pay a commitment fee of 1% of the $31,000,000 ($310,000) and reimburse ESD for all out-of-pocket expenses incurred in connection with the project.

2. The Grantee will demonstrate no materially adverse changes in its financial condition prior to disbursement.

3. The Grantee will be required to contribute a minimum of 10% of the total project cost in the form of equity contributed. Equity is defined as cash injected into the project by the Grantee or by investors, and should be auditable through Grantee's financial statements or Grantee accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project.

4. Up to $31,000,000 will be disbursed as reimbursement for eligible expenses during the course of construction, no more frequently than quarterly, in compliance with the Design & Construction Requirements, assuming that all project approvals have been completed and funds are available. Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require. The final 10% of the grant will be disbursed upon completion of the project, as evidenced by attainment of

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documentation verifying project completion.

Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require. Expenses must be incurred on or after June 26, 2023, per the accepted IP, to be considered eligible project costs. Disbursement must be requested by April 1, 2028.

5. The Grantee will be required to submit a report on May 1 every year for three years, starting one year after full disbursement of funds. The report must include the number and type of private sector investment leveraged by the Sanitary Sewer Infrastructure project, including but not limited to, sewer inflow capacity, number of new businesses along the project site and number of new housing units per year.

6. ESD may reallocate the project funds to another form of assistance, at an amount no greater than $31,000,000, for this project if ESD determines that the reallocation of the assistance would better serve the needs of State of New York. In no event shall the total amount of any assistance to be so reallocated exceed the total amount of assistance approved by the Directors.

IV. Statutory Basis— Regional Economic and Community Assistance Program

The funding was authorized in the 2022-2023 New York State budget and reappropriated in the 2023-2024, and 2024-2025 New York State budgets. No residential relocation is required as there are no families or individuals residing on the site.

V. Design and Construction

ESD staff will review the project budget, and applicable design and construction (D+C) documents, plans, and payment requests, along with the other related documents that ESD may require for review and approval of project payments. Submission of required D+C documents, and related project documentation to ESD, will be made according to terms outlined in the executed Grant Disbursement Agreement (GDA). ESD staff reserves the right to visit the site, attend progress meetings, review any related project file submissions, as needed, and recommend payments when its requirements have been met.

VI. Environmental Review

The Town of Amherst Town Board, as lead agency, has completed an environmental review of the project pursuant to the requirements of the State Environmental Quality Review Act and the implementing regulations of the New York State Department of Environmental Conservation. This review found the project to be an Unlisted Action, which would not have a significant effect on the environment. The lead agency issued a Negative Declaration on April 29, 2024. ESD staff reviewed the Negative Declaration and supporting materials and concurs. It is recommended that the Directors make a Determination of No Significant Effect on the Environment.

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Due to the West Side Interceptor Relief Pump Station and Forcemain Project's proximity to sites listed in the New York State and National Registers of Historic Places, ESD has confirmed that the project sponsor consulted with the New York State Office of Parks, Recreation and Historic Preservation pursuant to the requirements of Section 106 of the National Historic Preservation Act which satisfies the requirements of Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law. No further consultation is required.

VII. Non-Discrimination and Contractor & Supplier Diversity

ESD's Non-Discrimination and Contractor & Supplier Diversity policies will apply to this Project. The Recipient shall be required to include minorities and women in any job opportunities created, to solicit and utilize Minority and Women Business Enterprises (MWBEs) for any contractual opportunities generated in connection with the Project and shall be required to use Good Faith Efforts (pursuant to 5 NYCRR §142.8) to achieve an overall MWBE Participation Goal of 30% related to the total value of ESD's funding.

VIII. Smart Growth Public Infrastructure Review

Pursuant to the requirements of the State Smart Growth Public Infrastructure Policy Act (the "SG Act"), ESD's Smart Growth Advisory Committee has reviewed a Smart Growth Impact Statement for the project and found that the project is consistent with the State Smart Growth Public Infrastructure Criteria ("Smart Growth Criteria"). The designee of the Chief Executive Officer of the Corporation has attested that the project, to the extent practicable, meets the relevant Smart Growth Criteria set forth in the SG Act.

IX. ESD Employment Enforcement Policy

ESD's Employment Enforcement Policy will not apply since the project will not directly create or retain jobs.

X. ESD Financial Assistance Subject to Availability of Funds and Additional Approval

The provision of ESD financial assistance is contingent upon the availability of funds and the approval of the State Division of the Budget.

XI. Additional Submissions to Directors

Resolutions
New York State Map
Project Finance Memorandum
Project Photographs

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

EXHIBIT B: REPORT

Town of Amherst Boulevard Mall Infrastructure Capital, Project Number 137,378

The Grantee will be required to submit a report on May 1 every year for three years, starting one year after full disbursement of funds. The report must include the number and type of private sector investments leveraged by the Sanitary Sewer Infrastructure project, including but not limited to, sewer inflow capacity, number of new businesses along the project site and number of new housing units per year.

Date of report: _____

Amount of Grant: $31,000,000 Total Program Cost: $_____

Project start date: _____ Project completion date: _____

Attach additional pages to answer the following questions:

I. Describe the goals of the project.

II. Describe the steps implemented to achieve those goals.

III. Describe specific results of the Project.

IV. Evaluate the Project's overall effectiveness.

V. Describe any challenges or unexpected events that arose in implementing the Project.

VI. We would appreciate feedback regarding this ESD program. Please comment on any interactions you had with ESD before applying for funds, on the application and project approval process, on the payment reimbursement process, or on any other interactions with ESD related to the project. You may submit the answer with your report or under separate cover to:

Sheryl McLeish
ESD
Loans & Grants Department Administrator
655 Third Avenue
New York, NY 10017

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

EXHIBIT B-1: Design and Construction Requirements

See Attached Requirements

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

Requirements for Progress Payment Projects

The following design and construction submissions and review documents shall be supplied to ESD:

- Construction Forms Review Checklist – See Attachment
- Certification for Anti-Bribery, Collusion, Fair Pricing – See Attachment
- Affidavit That All Taxes Have Been Paid – See Attachment

Design Phase

The Grantee shall furnish:

- Project budget w/brief narrative of project scope
- A/E Agreements/Amendments
- Certificates of Insurance
- Set of Plans (drawings & specifications)
- Cost estimates (including quantities and unit prices)
- Milestone Construction Schedule
- Code and zoning analysis
- Consultant's code certification letter – See Attachment
- Project Status Cost Control – See Attachment
- Summary Request for Payment – See Attachment
- Invoices
- Consultant's Lien Waiver – See Attachment

Construction Phase

The Grantee shall furnish:

At the start of construction:

- Final set of stamped Plans (drawings & specifications)
- Construction/CM Agreements
- Certificates of Insurance (including Subcontractors)
- Payment/Performance and Labor/Material bonds
- Copy of the building permit(s)
- Asbestos Free Building Certificate for alterations and demolitions
- Construction Progress Schedule
- Draft Pay App w/Trade payment breakdown (including Subcontractors)

During construction:

- Progress schedules and updates
- Minutes of project meetings
- Progress photos
- Project Status Cost Control – See Attachment
- Summary Request for Payment – See Attachment
- Request for Payment – See Attachment
- Proof of expenditures:
    - Payment Applications and Certificate of Payment (G702/703)
    - Invoices
    - Change orders
    - Contractor's Affidavit – See Attachment
    - Contractor's Lien Waiver – See Attachment
    - List of Subcontractors – See Attachment
    - Subcontractor's Lien Waivers – See Attachment
- Architect's Sketches/Bulletins
- Field inspection and test reports with A/E approval

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

At the completion of construction:

- Final Punchlist(s)
- Final As-builts, turnovers, manuals, warranties
- Temporary Certificate of Occupancy (TCO) and/or
- Certificate of Occupancy (CO)
- Contractor's Certification of Completed Construction
- Consultant's Certification of Completed Construction
- Contractor's Affidavit and Final Lien Waiver – See Attachment
- Subcontractor's Affidavit and Final Lien Waiver – See Attachment
- Consultant's Lien Waiver – See Attachment
- Release of Surety (G706/707) submitted with final closeout documentation

Inspections

- ESD will monitor construction progress throughout each phase until final completion.
- Copy of Final Special Inspection Report signed by A/E of Record

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

CONSTRUCTION FORMS REVIEW CHECKLIST

Project
ESD Project Number
Requisition/Gurf #
Construction Mgr

ESD Reqmt #	ESD Form #	Guidepost Protocol #	Description	Received?	Reviewed?	Comments
			Section 1 - Design Phase			
			Project Plan and Proposed Budget Narrative			
			Standard form of Agreement between Owner, Consultant, Subs, and/or Const.Manager			
	ACORD		Certificates of Insurance for Owner, Consultant, Subs, and/or Const.Manager			
16			A/E Consultant's Code Certification			
			Design Phase Plans & Outline Specifications (CSI form)			
			Design Phase Cost estimates (incl. applicable unit prices/quantities)			
			Code/ Zoning/ SEQR Analysis/ SHPO/ Agency Approvals			
			Proposed Construction Schedule			
			Proposed Funding Draw Schedule (Cash Flow Projection) for project by month			
08		6	Monthly Project Status Cost Control Report (CCR) - Soft Costs			
06		1	Summary Request For Payment Breakdown - with invoice(s)			
14			Unconditional Lien Waiver & Release (A/E/CM)			
			Section 2 -Start of Construction			
			Building or Other Permit Copy			
			Asbestos Free Building Certificate			
			Plans and Specs Signed and Sealed			
			General Conditions of the contract for construction			
			Agreement Between Owner and Contractor, Contractor and Subs			
22			Construction & Demolition Waste Management Plan (Optional)			
	ACORD		Contractors/Subs Certificates of Insurance - Incl. For Workers Comp & Disability (Non-ACORD)			
			Current Milestone construction schedule			
			Trade Payment Breakdown (SOV)			
			Section 3 - During Construction			
06	105-A	1	Summary Request For Payment Breakdown			
			a) Period reviewed			
			b) Net changes			
			c) Adjustments to contract			
			d) Work completed to date			
			e) Less retainer			
			f) Amount due to date			
			g) Less previous payments			
			h) Total payment due			
07	105-B		Request For Payment Breakdown			
08		6	Monthly Project Status Cost Control Report (CCR) - Hard Costs			
			a) Review monthly subcontractor invoice amounts (G702/703)			
			a(i) Recommendations/ clarifications warranted? (RFI)			
			b) Budget, budget change orders and revised budget			
			c) Invoice amounts for prior reimbursements, this month's reimbursement and total to date.			
			d) Projected cost amounts			
			e) Over/under budget amounts			
			f) % completed			
	G702/G703	2	Application & Certification for Payment Including Continuation Sheets			
			a) Check all amounts			
			b) Current payment due			
			c) Signed and Notarized dated certification by construction manager			
		8	Invoices			
			a) Review of all subcontractor invoices for amounts			
10	105-C	3	Contractors Affidavit			
			a) Signed and notarized and signed dated by officer			
11	105-D		List of Subcontractors			
12P	105-G	4	Contractor's Receipt and Waiver of Lien			
			a) Signed and Notarized dated by contractor			
13P	105-H	4	Subcontractors Receipt and Waiver of Lien			
			a) Signed and Notarized dated by subcontractor			
24		5	Affidavit That All Taxes Are Paid			
			a) Signed and notarized dated by an officer			
			Archaeological site report (if Applicable)			
			Survey Statement (if Applicable)			
			Foundation Survey (if Applicable)			
			Pile Driving Report (if Applicable)			
			Progress construction schedules and updates			
			Minutes of Project Meetings			
			Architect's Bulletins			
			Building Dept. Amendments			
			Building Dept. Approvals			
			Schedule of Change Orders			
	G704		Approved Change Orders			
			Labor & Performance Bonds			
			Payment & Performance Bonds			
			Section 4- At Completion of Construction			
			Transmittal Letter of As-Builts, Proj.Manuals and Warranties			
			Original Building or Other Permit issued			
			Temporary Certificate of Occupancy (TCO) (if Applicable)			
			Certificate of Occupancy (CO) (if Applicable)			
			Controlled Inspection and Test Reports with A/E approvals			
12F/13F	105-I/105-Ia		Contractor's Final Affidavit & Release and Waiver of Liens			
14			Consultant's Final Unconditional Waiver & Release (A/E/CM)			
	G706/G706A		Release of Surety			
17			Contractor's Cert. of Completed Construction			
18			Consultant's Cert. of Completed Construction			
			NY Board of Fire Underwriters/or AHJ Approval (except in NYC) (if Applicable)			
			Section 5- All Phases			
		12	GPS Certification and Authorization to do business in NYS			
			a) Prior to any disbursement to requisitioning entity, ensure the Certification regarding, bribery, collusive bidding and fair pricing has been executed by the requisitioning entity.			
			b) Prior to any disbursement ensure that requisitioning entity is authorized to do business in NYS.			

THIS CONSTRUCTION FORMS REVIEW PROTOCOL WAS REVIEWED BY THE SIGNATORY BELOW, WHO CERTIFIES THAT IT IS ACCURATE AND BASED ON THE ATTACHED DOCUMENTATION

Grantee:

Signature: _____ Date: _____

Name: _____ Title: _____

ESD Reviewed:

Signature: _____ Date: _____

Name: _____ Title: _____

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

CERTIFICATION

The undersigned on behalf of the _____ (the "Company"), in connection with the proposed payment of Grant Utilization Request Form #_____, dated _____, pursuant to a Grant Disbursement Agreement between the ESD and _____ (the "Grantee") dated _____ (the "Agreement"), identified herein, hereby confirms, based on my knowledge, under the penalties of perjury, the following:

Confirmation of Lack of Bribery

In connection with the Agreement and Invoices under which it has requested payment in the cumulative amount of $_____ as detailed in GURF #_____ (the "Requisition") neither the Company, nor any employee, owner, consultant and/or agent of the Company and/or any other person or entity on behalf and/or for the benefit of the Company has: (i) conferred, accepted, or offered or agreed to confer or accept any benefit upon or as a public servant upon an agreement or understanding that such public servant's vote, opinion, judgment, action, decision or exercise of discretion as a public servant would be thereby be influenced; and/or (ii) conferred, accepted or offered or agreed to confer or accept, any benefit as or upon any employee, agent, or fiduciary without the consent of his or her employer or principal, with intent to influence the employee's conduct or be influenced in relation to his or her employer's affairs; and/or (iii) offered, given, solicited, or received any item of value as a means of influencing the actions of an official or individual holding a public or legal duty; and/or (iv) offered, given, solicited or received a bribe of any kind.

Confirmation of Lack of Collusion

In connection with the Agreement and Invoices under which it has requested payment for operational costs in the cumulative amount of $_____ as detailed in the Requisition: (i) the prices for the construction, equipment, goods and/or services for which the Company seeks payment under the Requisition, were arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder for such equipment, goods and services; and/or (ii) no attempt was made to induce any firm or person to refrain from seeking to perform or provide such equipment, goods and services; and/or (iii) no attempt was made to induce any firm or person to submit a price higher than the prices invoiced to the Company, or to submit any intentionally high or noncompetitive price or other form of complementary price.

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Confirmation of Fair Pricing

In connection with the Agreement and Invoices under which it has requested payment in the cumulative amount of $_____ as detailed the Requisition: (i) the prices being charged to the Company under the Invoices for such prices for the construction, equipment, goods and/or services are commercially fair and reasonable and were determined in good faith by the Company; (ii) the Company is not sharing and/or paying any portion of the amount received in payment of the Invoices: (a) with any public servant, public official and/ or any person or entity on behalf of any public servant and/or public official; and/or (b) to any person or entity who has not provided actual services and/or goods to the Company in connection with such Invoices, unless such person or entity has provided actual services and/or goods to the Company in connection with such Invoices and the amount being paid to such person or entity is an amount equal to the fair value of the actual acquisition, goods or services, goods provided by such person or entity to the Company in connection with such Invoices.

This Certification is given under oath, recognizing that the penalties of perjury attach for any false or materially misleading statement contained herein and understanding that this Certification will be offered for filing with agencies of the State of New York. The person making this Certification is the Chief Executive Officer, President and/or Managing Member of the Company and is authorized to execute the Certification and bind the Company.

By: _____

[Name]

Title: _____

Company Name: _____

Dated:

At: _____

New York State Urban Development Corporation
d/b/a Empire State Development
Design and Construction Department

AFFIDAVIT THAT ALL TAXES HAVE BEEN PAID

PROJECT: Name, Project #
City, County

The undersigned certifies that all federal, state and local taxes, (including sales, consumer, use and excise taxes) applicable to the work and services performed and materials and equipment incorporated into the work, in each case pursuant to the project reference above, have been paid in full to the extent the undersigned is required to pay such items.

Name of Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

STATE OF NEW YORK)
COUNTY OF) SS:
CITY OF BUFFALO)

On this _____ day of _____, 20____ , before me subscriber personally appeared _____me known and known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within 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.

_____
Notary Public
My commission expires _____

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

PROJECT STATUS COST CONTROL REPORT

As of _____

_____
(Project)

Total Project Cost: _____ Project Number: _____ Contract Completion Date: _____ Estimated Completion Date: _____ Actual Completion Date: _____

FULL COST REPORT SHALL HAVE ONE PAGE
FOR PROJECT TOTAL COST AND ADDITONAL PAGES
FOR EACH FUNDING SOURCE, INCLUDING ESD

		(1)	(2)	(3)	(4) (2+3)	(5)	(6)	(7) (5+6)	(8)	(9)	(10)	
						INVOICED			PROJECTED COST			
Description	Contractor/Consultant	Budget (date)	Original Contact/ Commitments*	Cumulative Approved C.O.'s/Amend	Revised Contract Commitments*	Prior Thru GURF #__	This GURF #__ (Date)	Total To Date	Balance To Be Completed	Total Estimated Cost	(Over/Under) Budget	% Complete
(Sample Line Items Only - Use Additonal Sheet if Required)												
DESIGN		$ -										
• A/E Fees	company		$ -	$ -	$ -		$ -	$ -	$ -			0%
SD phase			$ -	$ -	$ -							
DD phase			$ -	$ -	$ -							
CD phase			$ -	$ -	$ -							
Bid phase			$ -	$ -	$ -							
CA phase			$ -	$ -	$ -							
reimbursables			$ -	$ -	$ -							
(other subconsultant work)	sub		$ -	$ -	$ -							
(other subconsultant work)	sub		$ -	$ -	$ -							
(other subconsultant work)	sub		$ -	$ -	$ -							
• Other												
Survey	company		$ -	$ -	$ -			$ -	$ -			0%
Environmental	company		$ -	$ -	$ -			$ -	$ -			0%
Builder's Risk	company		$ -	$ -	$ -			$ -	$ -			0%
Soils/Foundation	company		$ -	$ -	$ -			$ -	$ -			0%
Testing & Inspections	company		$ -	$ -	$ -			$ -	$ -			0%
etc.	company		$ -	$ -	$ -			$ -	$ -			0%
• SUBTOTAL SOFT COSTS			$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	
CONSTRUCTION		$ -										
• General Contract	company		$ -	$ -	$ -		$ -	$ -	$ -			0%
subcontractor-trade	company		$ -	$ -	$ -							
subcontractor-trade	company		$ -	$ -	$ -							
subcontractor-trade	company		$ -	$ -	$ -							
• Other Contract	company		$ -	$ -	$ -		$ -	$ -	$ -			0%
subcontractor-trade	company		$ -	$ -	$ -							
subcontractor-trade	company		$ -	$ -	$ -							
subcontractor-trade	company		$ -	$ -	$ -							
• Other												
• SUBTOTAL HARD COSTS			$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	
Project Contingency												
• TOTAL PROJECT COST		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	

*Asterisk Commited Items not yet under formal contract

Prepared By: _____ Date: _____ Approved By: _____ Date: _____

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization

NEW YORK STATE OF OPPORTUNITY. | Empire State Development

Summary - Request for Payment

Project _____ Requisition No. _____

Name & Address of Company: _____ Project No. _____

_____ Contract No. _____

Requisition Amount		
Original Contract		original contract amount
Approved Change Orders		
Extras	change order increase	
Credits	change order credit	
Net Change (Add-Deduct)		Total of Cell G11+G12
Adjusted Contract		Total of cell H9+H13
Work Completed To Date		
On Contract		$ completed on original contra
By Change Order Extras	$ completed on CO Extra	
By Change Order Credits	$ completed on CO Credit	
Net Change (Add-Deduct)		Total of Cell G17+G18
Total Work Completed To Date		Total of cell H16+H19
Amount Earned To Date		Often the same as H20
Less _____% Retainer		Retainer (if applicable)
Amount Due To Date		Total of cell H21-H22
Less Previous Payments		Previous payments total
Contract	Previous payments on contract	
Other (Explain Below)	Previous payments on other	
Payment Due This Estimate		Total of cells H23-H24

Remarks:

The following items are included in this Submission:

- ☐ Summary - Request for Payment
- ☐ Request for Payment
- ☐ Contractor Affidavit
- ☐ List of Subcontractors
- ☐ Schedules of Change Orders
- ☐ Consultant's Unconditional Waiver of Lien
- ☐ Contractor's Receipt and Waiver of Lien
- ☐ Subconsultant's Unconditional Waiver of Lien (If Applicable)
- ☐ Subcontractor's Receipt and Waiver of Lien (If Applicable)

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

NEW YORK STATE OF OPPORTUNITY. Empire State Development

ESD Project No.:_____

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

UNCONDITIONAL WAIVER AND RELEASE OF CLAIMS AND LIENS, AND RELEASE OF RIGHTS

State of New York)
) ss.:
County of)

The undersigned (the "_____") has been paid and has received full payment for all services furnished by _____ _____and/or employees or others acting for _____or claiming by, through or under _____from _____ _____to_____ on the job of (Owner) in connection with the construction of a project of the New York State Urban Development Corporation d/b/a Empire State Development ("ESD"), known as _____ _____ (the "Project") pursuant to a contract executed with _____dated _____, _____, 20____ (the "Contract").

_____ represents and warrants that _____and all persons and entities acting for or claiming by, through or under _____have fully performed and furnished all services to have been performed or furnished by _____pursuant to its obligations under the Contract and that there is not now due or owing any amount of money or wages to any party or entity in connection with this Project or any part thereof. The does hereby release for itself and any party or entity claiming by, through or under_____, from any and all rights which it has or may have pursuant to the New York Lien Law to file any lien or notice of lien against the Project, mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned has or may have with respect to the above referenced Project.

The _____further agrees to reimburse and does hold harmless and fully indemnify ESD, its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the _____or by any person or entity acting for or claiming by, through or under the Architect, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes ESD from any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned Project.

Entity: _____

Name: _____Title:_____

On the _____day of _____, 20____, before me,_____the subscriber personally appeared to me personally known, who being by me duly sworn, did depose and say that he/she resides at _____ _____ that he/she is _____ of_____the entity described in and which executed the foregoing instrument.

_____
Notary Public
My Commission expires:_____

CONSULTANT'S LETTERHEAD

CONSULTANT'S CODE CERTIFICATION LETTER

The following Certification Letter shall be included in the initial report submitted to ESDC for approval.

DATE

Empire State Development
95 Perry Street
Buffalo, NY 14203

Attention: Jennifer Kensy
Construction Manager
Design and Construction

Re: Consultant's Code Certification of Architect (Engineer)
(Insert Location and Name of Project)

Dear Ms. Kensy,

The undersigned, a principal of the firm of _____, duly qualified and registered to practice architecture/engineering in the State of New York, in connection with the _____ project, does hereby certify that final plans and specifications will be designed to conform with the (insert name of applicable building code) and applicable municipal regulations.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20___.

SIGNATURE

ARCHITECT'S (OR ENGINEER'S) NAME SEAL

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

CONSULTANT'S LETTERHEAD

CONSULTANT'S CERTIFICATION OF COMPLETED CONSTRUCTION

The following Certification shall be submitted to ESD at completion of construction on Consultant's letterhead.

DATE

Empire State Development
95 Perry Street
Buffalo, NY 14203

Attention: Jennifer Kensy
Construction Manager
Design and Construction

Re: Consultant's Certification of Completed Construction
(Insert Location and Name of Project)

Dear Ms. Kensy,

The undersigned, a principal of the firm of _____
duly qualified and registered to practice architecture/engineering in the State of New York, in connection with the (insert location and name of project) project, does hereby certify that to the best of our knowledge construction of work required by the contract has been completed in accordance with the drawings approved by the (insert name of approving agency) and requirements of the (insert name of applicable building code).

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20___.

SIGNATURE

ARCHITECT'S (OR ENGINEER'S) NAME SEAL

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

New York State Urban Development Corporation
d/b/a Empire State Development

Request for Payment

Project _____ ESD Requisition No. _____

Contractor _____ ESD Project No. _____

Address _____ Contract No. _____

In accordance with the provisions of the Construction Contract/Letter Agreement dated _____ and Contractor's cost breakdown (schedule of values) attached thereto, this requisition is submitted for the smount of $_____ due for work performed up to the _____ day of _____ and as itemized below by the trades listed in the cost breakdown.

Contractor (Signature) _____ Date_____

	Trade Item	Trade Item Total Amount	Amounts Completed To Date		Total Requisitions	Amounts all Previous Requisitions	Amount This Requisition	% Compl.
			Material	Labor				
1					0			0
2					0			0
3					0			0
4					0			0
5					0			0
6					0			0
7					0			0
8					0			0
9					0			0
10					0			0
11					0			0
	Total							
	Less ( )% Retainer Line							
	Totals							

Progress: ☐ Satisfactory ☐ Unsatisfactory (If unsatisfactory, attach memo of explaination

Construction is _____ % Completed.

I certify that I have checked and verified the above application for payment and that to the best of knowledge and belief: (1) It is true and correct statement of work

_____ _____

Architect Date

Approved:

_____ _____

ESD Construction Project Manager Date

105b-(10/24)

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

105b-(02/15)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER: PROJECT:

APPLICATION NO: 0 Distribution to:

X	OWNER
	ARCHITECT
	CONTRACTOR

PERIOD TO: to

FROM CONTRACTOR: VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$	0.00
2. Net change by Change Orders		$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	$	0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$	0.00
5. RETAINAGE:			
a. % of Completed Work (Column D + E on G703)	$0.00		
b. 0 % of Stored Material (Column F on G703)	Included in above		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$	
8. CURRENT PAYMENT DUE		$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$		0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date:

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ $ -

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE (ORIGINAL GMP)	ADDS/DEDUCTS	REVISED SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (F+G+H)	% COMPLETE (I ÷ E)	BALANCE TO FINISH (E - I)	RETAINAGE			NET BILLING THIS PERIOD
					FROM PREVIOUS APPLICATION (E + G)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN - F OR G)				RETAINAGE PREVIOUS APPLICATION	RETAINAGE THIS PERIOD	RETAINAGE RELEASED THIS PERIOD	
	GRAND TOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization

NEW YORK STATE OF OPPORTUNITY. Empire State Development

ESD Project No.:_____

New York State Urban Development Corporation
d/b/a Empire State Development
Design and Construction Department

CONTRACTOR'S AFFIDAVIT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

_____, being first duly sworn, deposes and says:

I, _____, am the _____ of _____(the "Contractor"), a [corporation; limited liability company; limited partnership] organized and existing under the laws of the State of New York, having its principal offices at _____ _____.

That the Contractor is the general contractor for _____ (the "Project") pursuant to a construction contract dated the __day of _____, 20_(the Construction Agreement") between the Contractor and _____ (the "Owner").

That the Contractor has received all payments due it under the Construction Agreement as of Requisition No.___, dated the ____ day of _____, 20__.

That the Contractor has to the date hereof performed all its obligations pursuant to the Construction Agreement and has paid to its subcontractors and vendors the amounts due to them for the work performed and the materials furnished by each of them in connection with the Construction Agreement, for amounts up to and including Requisition No.____.

That annexed hereto as "Attachment 1" is a list of all subcontractors and vendors who have performed work and labor or furnished materials and equipment in connection with the Construction Agreement. If none, state "None."

Signature _____
Name:_____ Title:_____

Sworn to before me this _____day of _____, 20____.

_____
Notary Public
My commission expires:_____

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

NEW YORK STATE OF OPPORTUNITY. Empire State Development

ESD Project No.: _____
ESD Requisition No.: _____

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

CONTRACTOR'S RECEIPT AND WAIVER OF LIEN

State of New York)
) ss.:
County of)

_____ ("Contractor"), in connection with the construction of a project of the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") known as _____(the "Project") and the payment by _____ ("Owner") to Contractor of certain sums requisitioned by the Contractor pursuant to its Request for Payment No.__dated _____,_____,20,____(the "Requisition"), DOES HEREBY CERTIFY AND ACKNOWLEDGE that it has received the cumulative amount of $_____, representing all sums due and owing to it in accordance with its agreement with the Owner dated _____, _____,20__, other than sums, if any, withheld by the Owner in accordance with such agreement and approved by the Owner and ESD, for work performed or materials supplied for the Project to the date of _____ _____, ___ 20__, and DOES HEREBY FOREVER RELEASE AND WAIVE for itself, its successor and assigns any and all rights, claims and demands it has or may have against the Owner and ESD, including any and all rights which it has or may have pursuant to the New York Lien Law to file any lien or notice of lien against the Project or any property of the Owner on account of or deriving from labor performed or materials furnished for the Project to the date of the previously submitted requisition dated _____,_____ 20__.

IN WITNESS WHEREOF, Contractor has caused this Receipt and Waiver to be duly executed and the seal of the Contractor to be affixed as of the date of the Requisition by the undersigned duly authorized officer.

Contractor:_____
Name:_____Title:_____

On the ____ day of _____, 20__, before me, _____the subscriber personally appeared to me personally known, who being by me duly sworn, did depose and say that he/she resides at _____ _____ that he/she is _____ of_____the entity described in and which executed the foregoing instrument.

_____

Notary Public
My commission expires:

NEW YORK STATE OF OPPORTUNITY. Empire State Development

Project _____ Requisition No. _____

Name & Address of Contractor _____ Project No._____

Contract No. _____

LIST OF SUBCONTRACTORS/VENDOR SUBMITTED WITH REQUEST FOR PAYMENT

The following Subcontractors/Vendors are included for payment with this requisition:

Trade	Subcontractor or Vendor	Amount of Subcontract

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

NEW YORK STATE OF OPPORTUNITY. Empire State Development

ESD Project No.:_____
ESD Requisition No.:_____

SUBCONTRACTOR'S RECEIPT AND WAIVER OF LIEN

State of New York)
) ss.:
County of)

_____ ("Subcontractor"), in connection with the construction of a project of the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") known as _____, (the "Project") and the payment to the Subcontractor by _____ (the "Contractor") of certain sums requisitioned by the Contractor pursuant to the Contractor's Request for Payment No. _____ dated _____, _____, 20____ submitted to _____ ("Owner"), (the "Requisition"), DOES HEREBY CERTIFY AND ACKNOWLEDGE that it has received the cumulative amount of $_____, representing all sums due and owing to it in accordance with its agreement with the Contractor dated _____, _____ 20____, other than sums, if any, withheld by the Contractor in accordance with such agreement and approved by the Owner and ESD, for work performed or materials supplied for the Project to the date of _____, _____20_____, and DOES HEREBY FOREVER RELEASE AND WAIVE for itself, its successor and assigns any and all rights, claims and demands it has or may have against the Owner and ESD, including any and all rights which it has or may have pursuant to the New York Lien Law to file any lien or notice of lien against the Project or any property of the Owner on account of or deriving from labor performed or materials furnished for the Project to the date of the previously submitted requisition dated _____, _____, 20____.

IN WITNESS WHEREOF, Subcontractor has caused this Receipt and Waiver to be duly executed and the seal of Subcontractor to be affixed as of the date of the Requisition by the undersigned duly authorized officer.

Contractor:_____
Name:_____Title:_____

On this _____ day of _____, 20__, before me the subscriber personally appeared __ _____ to me, personally known, who being by me duly sworn, did depose and say that he/she resides at _____that he/she is_____of _____the entity described in and which executed the foregoing instrument.

_____
Notary Public
My commission expires: _____

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

CONTRACTOR'S LETTERHEAD

CONTRACTOR'S CERTIFICATION OF COMPLETED CONSTRUCTION

The following Certification shall be submitted to ESD at completion of construction on Contractor's letterhead.

DATE

Empire State Development
95 Perry Street
Buffalo, NY 14203

Attention: Jennifer Kensy
Construction Manager
Design and Construction

Re: Contractor's Certification of Completed Construction
(Insert Location and Name of Project)

Dear Ms. Kensy,

The undersigned, an officer of _____ (firm name), in connection with the _____ project, does hereby certify that construction of all work required by the construction agreement has been completed in accordance with final construction documents, the (insert name of applicable building code) and applicable municipal regulations.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20___.

_____
Notary Public

SIGNATURE

OFFICER'S NAME & TITLE

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

NEW YORK STATE OF OPPORTUNITY. Empire State Development

ESD Project No.:_____
ESD Requisition No.:_____

CONTRACTOR'S AFFIDAVIT, FINAL WAIVER OF CLAIMS AND LIENS, AND RELEASE OF RIGHTS

STATE OF NEW YORK)
) SS.:
COUNTY OF)

The undersigned, who is the _____of_____(the "Contractor") which performed work under a contract with _____for Project #_____ (the "Contract") declares that its Contract with the Owner is in the total amount of $_____, which includes extras and all change orders to the date hereof.

In consideration of the amounts and sums previously received, and the last and final payment of $_____being full and final payment of the amount due, the Contractor does hereby acknowledge that it has been paid in full for all work it performed on the Project and that it further hereby releases the Owner and the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") from any and all claims and liens, and further waives any and all rights to liens upon the premises described below (which may be more particularly described by an Exhibit "A" attached), and upon improvements now or hereafter made thereon, and upon the monies or other considerations due or to become due from the Owner or ESD or from any other person, firm or public or private entity, said claims and liens and rights to liens being on account of labor, services, materials, fixtures or apparatus furnished by or which may be furnished at any time hereafter by or at the request of the undersigned. The premises as to which said claims and liens and rights to liens are hereby released are identified as follows:

Project Name: _____
Address or Project: _____
City: _____ County: _____ State: _____

The undersigned further represents and warrants that he/she is duly authorized and empowered to sign and execute this wavier on his/her own behalf and on behalf of the Contractor for which he/she is signing; that Contractor has properly performed all work and furnished all the materials of the specified quality per plans and specifications and in a good and workmanlike manner, fully and completely; that Contactor has been paid in full for all work it performed on the Project; that Contractor has paid its subcontractors, vendors and suppliers for all the labor, materials, equipment and services that Contractor has used or been supplied or may hereafter use or be supplied to the above premises, and that Contractor has no outstanding and unpaid payment applications, invoices, retentions, holdbacks, chargebacks or unbilled work or materials, as of the date of the aforementioned last and final payment application of invoice; and that any materials which have been supplied or incorporated into the above premises were either taken from Contractor's fully-paid or open stock or were fully paid for and supplied.

The undersigned further agrees to reimburse and does hold harmless and fully indemnify Owner, ESD and _____ _____ for any losses or expenses should any such claim, lien, or right to a lien be asserted (by the undersigned or by any laborer, materialman or subcontractor of the undersigned), including, without implied limitation, attorneys' fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the Contractor hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever the Contractor had, has or may have against the Owner and ESD arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Contractor:_____
By:_____ Title:_____

On this _____day of _____, 20__, before me the subscriber personally appeared _____ to me, personally known, who being by me duly sworn, did depose and say that he/she resides at _____ _____that he/she is_____of _____the entity described in and which executed the foregoing instrument.

_____
Notary Public
My commission expires: _____

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

NEW YORK STATE OF OPPORTUNITY. Empire State Development

ESD Project No. _____
ESD Requisition No._____

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

SUBCONTRACTOR'S AFFIDAVIT, FINAL WAIVER OF CLAIMS AND LIENS, AND RELEASE OF RIGHTS

STATE OF NEW YORK)
) SS.:
COUNTY OF)

The undersigned, who is the _____of _____ (the "Subcontractor") which performed work under a subcontract with _____ ("Contractor") for Project #_____declares that its Subcontract with the Contractor is in the total amount of $_____, which includes extras and all change orders to the date hereof.

In consideration of the amounts and sums previously received, and the last and final payment of $_____ being full and final payment of the amount due, the Subcontractor does hereby acknowledge that it has been paid in full for all work it performed on the Project and that it further hereby releases _____ ("Owner") and the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") from any and all claims and liens, and further waives any and all rights to liens upon the premises described below (which may be more particularly described by an Exhibit "A" attached), and upon improvements now or hereafter made thereon, and upon the monies or other considerations due or to become due from the Owner or ESD or from any other person, firm or corporation, said claims and liens and rights to liens being on account of labor, services, materials, fixtures or apparatus furnished by or which may be furnished at any time hereafter by or at the request of the undersigned. The premises as to which said claims and liens and rights to liens are hereby released are identified as follows:

Project Name: _____
Address or Project: _____
City: _____ County: _____ State: _____

The undersigned further represents and warrants that he/she is duly authorized and empowered to sign and execute this wavier on his/her own behalf and on behalf of the Subcontractor for which he/she is signing; that Subcontractor has properly performed all work and furnished all the materials of the specified quality per plans and specifications and in a good and workmanlike manner, fully and completely; that Subcontractor has been paid in full for all work it performed on the Project; that Subcontractor has paid its subcontractors, vendors and suppliers for all the labor, materials, equipment and services that Subcontractor has used or been supplied or may hereafter use or be supplied to the above premises, and that Subcontractor has no outstanding and unpaid payment applications, invoices, retentions, holdbacks, chargebacks or unbilled work or materials, as of the date of the aforementioned last and final payment application of invoice; and that any materials which have been supplied or incorporated into the above premises were either taken from Subcontractor's fully-paid or open stock or were fully paid for and supplied as stated on the statement accompanying the last and final payment application or invoice.

The undersigned further agrees to reimburse and does hold harmless and fully indemnify Owner, ESD and _____ for any losses or expenses should any such claim, lien, or right to a lien be asserted (by the undersigned or by any laborer, materialman or subcontractor of the undersigned), including, without implied limitation, attorneys' fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the Subcontractor hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever the Subcontractor had, has or may have against the Owner and ESD arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Contractor:_____
By:_____ Title:_____

On this _____day of_____, 20_____, before me the subscriber personally appeared _____ to me, personally known, who being by me duly sworn, did depose and say that he/she resides at _____that he/she is_____of ___ _____the entity described in and which executed the foregoing instrument.

_____
Notary Public
My Commission expires: _____

EXHIBIT C: RECAPTURE TERMS

Town of Amherst Boulevard Mall Infrastructure Capital, Project Number 137,378

Grant funds will be subject to pro rata recapture if the property at the Project Location is sold within five years of disbursement of funds. The Recapture Amount is based on the time that has lapsed between when the Grant funds were disbursed and when the transfer occurred. The Recapture Amount shall be calculated by aggregating the Recapture Amount for each disbursement of the Grant, which in each instance shall be equal to:

(i) 100% of the disbursed amount if the transfer or Other Default occurred in the calendar year that the disbursement was made, or in the first full calendar year after the disbursement was made;
(i) 80% of the disbursed amount if the transfer or Other Default occurred in the second full calendar year after the disbursement was made;
(ii) 60% of the disbursed amount if the transfer or Other Default occurred in the third full calendar year after the disbursement was made;
(iii) 40% of the disbursed amount if the transfer or Other Default occurred in the fourth full calendar year after the disbursement was made;
(iv) 20% of the disbursed amount if the transfer or Other Default occurred in the fifth full calendar year after the disbursement was made.

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

EXHIBIT D: OPINION OF COUNSEL

[Letterhead of Counsel to the Grantee]

[Date]

Empire State Development
95 Perry Street, Suite 500
Buffalo, New York 14203

Attn: Nancy Burkhardt, Assistant Director of Projects, WNY

Re: Town of Amherst Boulevard Mall Infrastructure Capital, Project Number 137,378

Ladies and Gentlemen:

We have acted as special counsel to Town of Amhert, a municipality (the "Grantee"), in connection with the execution and delivery of the Grant Disbursement Agreement dated [Date of Agreement] (the "Agreement") between New York State Urban Development Corporation d/b/a Empire State Development ("ESD") and the Grantee.

This opinion letter is being furnished to you at our client's request pursuant to Section 3(a) of the Agreement. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Agreement.

In rendering the opinions set forth herein, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion letter, including (a) the Agreement, (b) the certificate of incorporation of the Grantee and (c) the by-laws of the Grantee. We have also examined and relied upon such other matters of law, documents, certificates of public officials and representations of officers and other representatives of the Grantee as we have deemed relevant, appropriate or necessary to the rendering of our opinions.

In rendering the opinions expressed below, we have assumed the legal capacity of all natural persons signing documents and that the signatures of persons signing all documents in connection with which this opinion letter is rendered are genuine, all documents submitted to us as originals or duplicate originals are authentic and all documents submitted to us as copies, whether certified or not, conform to authentic original documents. Additionally, we have assumed and relied upon the accuracy and completeness of all certificates and other statements, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties, confirmations, schedules and exhibits contained in the Agreement, with respect to the factual matters set forth therein.

As to any facts material to the opinions expressed herein that we did not independently establish or verify, we have relied upon written statements and representations of officers and other

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

representatives of the Grantee and of certain public officials. We have also assumed and relied upon the accuracy and completeness of all certificates and other statements, representations, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties and exhibits contained in the Agreement with respect to the factual matters set forth therein.

Based upon the foregoing and subject to the assumptions, qualifications and other matters set forth herein, we are of the opinion that:

1. The Grantee is validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Grantee and (assuming its due authorization, execution and delivery by ESD) is binding on and enforceable against the Grantee in accordance with its terms, subject to applicable bankruptcy, insolvency reorganization, arrangement, liquidation, moratorium, fraudulent conveyance or transfer and other similar laws relating to or affecting creditors' rights generally from time to time in effect and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), and except as rights under the Agreement to indemnity and contribution may be limited by federal or state laws.

We are admitted to practice in the State of New York and we express no opinion as to any matters governed by any laws other than the laws of the State of New York. The opinions expressed herein that are based on the laws of the State of New York are limited to the laws generally applicable in transactions of the type covered by the Agreement.

This opinion letter is for the benefit solely of ESD and not for the benefit of any other person. We are opining herein only as of the date hereof and we undertake no, and disclaim any, obligation to advise you of any changes in any matter set forth herein, regardless of whether changes in such matters come to our attention after the date hereof. No attorney-client relationship exists or has existed with ESD by reason of our preparation, execution and delivery of this opinion letter. By providing this opinion letter and permitting reliance hereon by you, we are not acting as your counsel and have not assumed any responsibility to advise you with respect to the adequacy of this opinion letter for your purposes. This opinion letter may not be relied upon by any other person or for any other purpose or used, quoted or otherwise referred to for any other purpose.

Very truly yours,

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

EXHIBIT E: DISBURSEMENT TERMS

Disbursement

Upon compliance with the terms of this Agreement, and receipt of the fees as set forth below, ESD shall disburse the Grant to the Grantee as follows:

Fees due:

Commitment Fee:	$310,000.00 (One percent (1%) of grant amount)
Reimbursement for out-of-pocket expenses	$ 1,087.53
TOTAL due:	$311,087.53

Up to $31,000,000 will be disbursed as reimbursement for eligible expenses during the course of construction, no more frequently than quarterly, in compliance with Exhibit A and ESD Design & Construction Requirements, assuming that all project approvals have been completed and funds are available. Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require. The final 10% of the grant will be disbursed upon completion of the project, as evidenced by attainment of documentation verifying project completion.

All disbursements require compliance with program requirements and must be requested by no later than April 1, 2028. Expenditures incurred prior to June 26, 2023 are not eligible project costs and cannot be reimbursed by grant funds.

All disbursements are subject to recapture as set forth in Exhibit C.

ESD reserves the right to require additional documentation to support payment requisitions.

Wire Transfer Information:
If ESD assistance is $10,000 or greater, please provide a Letter from a financial officer of the Grantee on letterhead certifying to the accuracy of the following information:

Bank Name: _____

ABA #: _____

Account Name: _____

Account #: _____

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

EXHIBIT F: CAPITAL GRANT PAYMENT REQUISITION FORM

Town of Amherst Boulevard Mall Infrastructure Capital, Project Number 137,378

Disbursement Request Amount: $_____

ESD funds may be applied by Grantee in payment or reimbursement of the following costs:

Employment Goals (per Exhibit E)	Eligible Expenses	A: Actual Costs Incurred (this request)	B: ESD Share (this request)	C: Cumulative Amount Previously Received from ESD	D: Grant Amount (Cumulative if multi-year grant)	E: (D-C-B) Grant Balance Remaining
N/A	Construction/Site Work/FF&E				$31,000,000	
	TOTAL				$31,000,000	

CERTIFICATION

I hereby warrant and represent to Empire State Development ("ESD") that:

1) To the best of my knowledge, information and belief, the expenditures for which the Town of Amherst is seeking payment and/or reimbursement comply with the requirements of the Agreement between ESD and the Town of Amherst, are eligible expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from ESD does not duplicate reimbursement or disbursement of costs and/or expenses from any other source. These findings will be subject to audit by ESD's Internal Audit Department.

2) I have the authority to submit this invoice on behalf of the Town of Amherst. The project, or portion thereof for which this invoice relates, has been completed in the manner outlined in the Agreement.

3) I hereby attach the following documents for ESD approval, in support of this requisition (note N/A if not applicable for this request)

___ Exhibit B: Reports
___ Exhibit B-1: Design & Construction Requirements
___ Exhibit F-1: Financial Condition Documentation
___ Exhibit F-2: Project Cost Documentation
___ Exhibit F-3: Equity Expenditures and Project Cost Affidavit
___ Exhibit G-2: Staffing Plan
___ Exhibit G-3: Workforce Employment Utilization Report
___ Exhibit G-4: M/WBE Utilization Plan
___ Exhibit G-5: Waiver Request Form
___ Exhibit G-6: M/WBE Contractor Compliance and Payment Report
___ A copy of all current policies of insurance (or certificates thereof) in full compliance with the terms and conditions of Section 12 of the Agreement
___ A copy of Certificate of Compliance

4) There have been no materially adverse changes in the financial condition of the Grantee, except as disclosed in writing to ESD, from the date of submission of the Application to the date hereof.

5) The Grantee has acted responsibly from the date of submission of the Application to the date hereof in full compliance with the terms and conditions of Section 7 of the Agreement.

6) Representations, Warranties and Covenants made in Section 8 of the Agreement are still true, complete and accurate, unless waived in Exhibit I of the Agreement.

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

EXHIBIT F: Capital Grant Payment Requisition Form, Cont.

Signature: _____ Print Name: _____

Title: _____ Date: _____

At any point in the course of your project, ESD would appreciate feedback regarding this ESD program. Please comment on the application, project approval, and/or payment reimbursement process or any other interactions with ESD related to the project. You may submit your feedback under separate cover to Glendon McLeary, Vice President and Director of Loans and Grants, 655 Third Avenue, NY, NY 10017. Please include your Project Number and Project Name which are listed at the top of this exhibit on your submission.
Thank you.

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d\b\a EMPIRE STATE DEVELOPMENT
Town of Amherst Boulevard Mall Infrastructure Capital, Project Number 137,378

EXHIBIT F-1 FINANCIAL CONDITION AFFIDAVIT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

The Undersigned, being duly sworn, deposes and says:

1. I, _____, am the _____ of (the "Grantee"), a Municipality that is duly organized and validly existing under the laws of _____ , and is authorized to do business and is in good standing in the State of New York.

2. I have read and know the contents of a certain Grant Disbursement Agreement (the "Agreement") executed by and between New York State Urban Development Corporation d/b/a Empire State Development ("ESD") and the Municipality dated the ____day of _____, 20__.

3. After having read and reviewed the Agreement, invoices and payments relating thereto, statements of cost and equity, and such other documents as I consider necessary to render the certifications contained herein, I do certify, on the Municipality's behalf, that there have been no materially adverse changes to the Municipality's financial condition since the time of ESD Directors' approval of the project. This affidavit is being made solely to assist ESD in determining whether there has been a bankruptcy filing of the Municipality or whether the Municipality has experienced a default on any of its debt obligations subsequent to the date of the ESD Directors' approval of the project.

4. I make this affidavit and the certifications contained herein to induce ESD to disburse the grant under the terms of the Agreement, knowing that ESD will rely on the statements contained herein. I am aware that the swearing of a false oath is a Class A misdemeanor and may be a Class E felony.

_____
By:
Name:
Title:

Subscribed and sworn to before me
this _____ day of _____, 20__

_____
Notary Public

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

EXHIBIT F-2: DOCUMENTATION OF PROJECT COSTS

Intentionally Deleted

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

EXHIBIT F-3: EQUITY EXPENDITURES* AND PROJECT COST AFFIDAVIT**

Town of Amherst Boulevard Mall Infrastructure Capital, Project Number 137,378

***Equity Amount** refers to the Grantee's share of the project cost, **not** the total project cost, and should not include financing from sources other than the Grantee.
**Project Cost should correspond to the total stated in Exhibit F

STATE OF NEW YORK)
) ss.:
COUNTY OF)

The Undersigned, being duly sworn, deposes and says:

1. I,_____, am the_____ of _____ (the "Grantee"), a municipality that is duly organized and validly existing under the laws of _____, and is authorized to do business and is in good standing in the State of New York.

2. I have read and know the contents of a certain Grant Disbursement Agreement (the "Agreement") executed by and between New York State Urban Development Corporation d/b/a Empire State Development ("ESD") and the Municipality dated the _____ day of _____, 20_____.

3. After having read and reviewed the Agreement, invoices and payments relating thereto, statements of cost and equity, and such other documents as I consider necessary to render the certifications contained herein, I do certify, on the Municipality's behalf, that the **equity* expenditures** by the Municipality were incurred in the manner set forth in the Agreement and such were equal to or greater than _____ Dollars ($_____).

After having read and reviewed the Agreement, invoices and payments relating thereto, statements of cost and equity, and such other documents as I consider necessary to render the certifications contained herein, I do further certify, on the Grantee's behalf, that the costs for the project were incurred in the manner set forth in the Agreement, that all such costs are capital expenses in accordance with applicable state and federal law, and the **total cost of the project**** was equal to or greater than _____Dollars ($_____).

4. I make this affidavit and the certifications contained herein to induce ESD to disburse the grant under the terms of the Agreement, knowing that ESD will rely on the statements contained herein. I am aware that the swearing of a false oath is a Class A misdemeanor and may be a Class E felony.

_____
By:
Name:
Title:
Subscribed and sworn to before me
this _____ day of _____, 20__

_____
Notary Public

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

EXHIBIT G: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

A. Empire State Development (ESD) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Recipient of the subject Grant Disbursement Agreement (the "Recipient" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to ESD, to fully comply and cooperate with the ESD in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

A. For purposes of this Contract, the ESD hereby establishes an overall goal of **30%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Recipient should reference the directory of New York State Certified MWBEs found at the following internet address:

http://www.esd.ny.gov/mwbe.html

Additionally, Recipient is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

constitutes a breach of contract and the Recipient shall be liable to the ESD for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. Recipient agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Recipient shall comply with the following provisions of Article 15-A:

1. Recipient and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Recipient shall submit an EEO policy statement to the ESD with the executed Contract.

3. If Recipient or subcontractor does not have an existing EEO policy statement, the ESD may provide the Recipient or subcontractor a model statement (see EXHIBIT G-1: M/WBE Participation/Equal Employment Opportunity Policy Statement).

4. The Recipient's EEO policy statement shall include the following language:

   a. The Recipient will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

   b. The Recipient shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

   c. The Recipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Recipient's obligations herein.

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d. The Recipient will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. EXHIBIT G-2: Staffing Plan

To ensure compliance with this Section, the Recipient shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Recipients shall complete the Staffing plan form and submit it as part of the executed Contract.

D. EXHIBIT G-3: Work Force Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Recipient is responsible for updating and providing notice to the ESD of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Recipient and any subcontractor performing work on the Contract.
3. In limited instances, Recipient may not be able to separate out the workforce utilized in the performance of the Contract from Recipient's and/or sub's total workforce. When a separation can be made, Recipient shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Recipient's and/or subcontractor's total workforce, Recipient shall submit the Workforce Report and indicate that the information provided is Recipient's total workforce during the subject time frame, not limited to work specifically under the contract.

E. Recipient shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Recipient and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

EXHIBIT G: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

A. The Recipient represents and warrants that Recipient has submitted an MWBE Utilization Plan (EXHIBIT G-4) either prior to, or at the time of, the execution of the Contract.

B. Recipient agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section II-A of this Exhibit.

C. Recipient further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, ESD shall be entitled to any remedy provided herein, including but not limited to, a finding of Recipient non-responsiveness.

V. Waivers

A. For Waiver Requests Recipient should use the Waiver Request Form (EXHIBIT G-5).

B. If the Recipient, after making good faith efforts, is unable to comply with MWBE goals, the Recipient may submit a Request for Waiver form documenting good faith efforts by the Recipient to meet such goals. If the documentation included with the waiver request is complete, the ESD shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

C. If the ESD, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Recipient is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the ESD may issue a notice of deficiency to the Recipient. The Recipient must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Recipient is required to submit a Quarterly MWBE Contractor Compliance and Payment Report (EXHIBIT G-6) to the ESD by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages/Recapture - MWBE Participation

A. Where ESD determines that Recipient is not in compliance with the requirements of the Contract and Recipient refuses to comply with such requirements, or if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals, Recipient shall be obligated to pay to the ESD liquidated damages or be subject to recapture of grant proceeds (“Recapture”).

B. Such liquidated damages or Recapture shall be calculated as an amount equaling the difference between:

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EXHIBIT G: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

1. All sums identified for payment to MWBEs had the Recipient achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages (and such identified sums have not been withheld by the ESD) or Recapture, Recipient shall pay such liquidated damages or Recapture to the ESD within sixty (60) days after they are assessed by the ESD unless prior to the expiration of such sixtieth day, the Recipient has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages or Recapture shall be payable if Director renders a decision in favor of the ESD.

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NEW YORK STATE OF OPPORTUNITY. Empire State Development

EXHIBIT G-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I,_____(REPRESENTATIVE), of the

_____ (AWARDEE/CONTRACTOR) agree to adopt the following policies with respect to the project being developed or services rendered at

_____.

M/WBE PARTICIPATION (M/WBE)

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from ESD's Office of Contractor and Supplier Diversity and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhance participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEO)

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability

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NEW YORK STATE OF OPPORTUNITY. Empire State Development

EXHIBIT G-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed on this ___ day of ___, 20___.

By: _____
(SIGNATURE)

Print Name: _____

Title: _____

Minority Business Enterprise Liaison

___ (Name of Designated Liaison) is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

30% Minority and Women's Business Enterprise Participation

_____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

NEW YORK STATE OF OPPORTUNITY. Empire State Development

EXHIBIT G-2 - STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT $250,000 OR MORE)

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

Submit with Bid or Proposal – Instructions on page 4

Contract/Project No.:	**Contract/Project Title:**	**Report includes Contractor's/Subcontractor's:** □ Work force to be utilized on this contract □ Total work force □ Prime Contractor □ Subcontractor
Contractor/Grantee Name:		
Contractor/Grantee Address:		**Subcontractor's name** _____

Enter the total number of employees for each classification in each of the EEO-Job Categories identified.

				EEO-Job Category									
				Officials/ Administrators	Professionals	Technicians	Sales Workers	Office/ Clerical	Craft Workers	Laborers	Service Workers	Temporary/ Apprentices	Totals
Total Work Force													
Work force by Gender	Total Male (M)												
	Total Female (F)												
	Total X (X)												
Work Force by Race/Ethnic Identification	White		(M)										
			(F)										
			(X)										
	Black/ African American		(M)										
			(F)										
			(X)										
	Hispanic		(M)										
			(F)										
			(X)										
	Asian	Chinese	(M)										
			(F)										
			(X)										
		Japanese	(M)										
			(F)										
			(X)										
		Filipino	(M)										
			(F)										
			(X)										

(Continued on Next Page)

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization

NEW YORK STATE OF OPPORTUNITY. Empire State Development

EXHIBIT G-2 - STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT $250,000 OR MORE)

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

				EEO-Job Category									
				Officials/ Administrators	Professionals	Technicians	Sales Workers	Office/ Clerical	Craft Workers	Laborers	Service Workers	Temporary/ Apprentices	Total
Work Force by Race/Ethnic Identification	Asian	Korean	(M)										
			(F)										
			(X)										
		Vietnamese	(M)										
			(F)										
			(X)										
		Asian Indian	(M)										
			(F)										
			(X)										
		Bangladeshi	(M)										
			(F)										
			(X)										
		Pakistani	(M)										
			(F)										
			(X)										
		Hmong	(M)										
			(F)										
			(X)										
		Cambodian	(M)										
			(F)										
			(X)										
		Thai	(M)										
			(F)										
			(X)										

(Continued on Next Page)

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NEW YORK STATE OF OPPORTUNITY. Empire State Development

EXHIBIT G-2 - STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT $250,000 OR MORE)

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

				EEO-Job Category									
				Officials/ Administrators	Professionals	Technicians	Sales Workers	Office/ Clerical	Craft Workers	Laborers	Service Workers	Temporary/ Apprentices	Total
Work Force by Race/Ethnic Identification	Pacific Islander	Native Hawaiian	(M)										
			(F)										
			(X)										
		Guamanian & Chamorro	(M)										
			(F)										
			(X)										
		Samoan	(M)										
			(F)										
			(X)										
	Other Asian or Pacific Islander		(M)										
			(F)										
			(X)										
	Native American		(M)										
			(F)										
			(X)										
Other Categories	Disabled		(M)										
			(F)										
			(X)										
	Veteran		(M)										
			(F)										
			(X)										

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):		

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization

NEW YORK STATE OF OPPORTUNITY. Empire State Development

EXHIBIT G-2 - STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT $250,000 OR MORE)

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

General Instructions: All Contractors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (Form OCSD-2) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or Subcontractor's total work force, the Contractor shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or Subcontractor's total work force, the Contractor shall complete this form for the contractor's and/or Subcontractor's total work force.

Instructions:

1. Enter the Contract or Solicitation number that this report applies to along with the name and address of your company or organization.
2. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Contractor's total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name and contact details of the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION:

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN** a person of Chinese, Japanese, Filipino, Korean, Vietnamese, Asian Indian, Bangladeshi, Pakistani, Hmong, Cambodian, or Thai origin.
- **PACIFIC ISLANDER** a person of Native Hawaiian, Guamanian and Chamorro, or Samoan origin.
- **OTHER ASIAN OR PACIFIC ISLANDER** a person of Asian or Pacific islander origin who does not fit within any of the specific racial/ethnic groups above.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES:

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male, Female, or "X"

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization

NEW YORK STATE OF OPPORTUNITY. Empire State Development

EXHIBIT G-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

WORKFORCE EMPLOYMENT UTILIZATION REPORT

Contract No.:	**Reporting Entity:** ☐ Contractor ☐ Subcontractor	**Reporting Period:** ☐ January 1, 20 - March 31, 20 ☐ April 1, 20 - June 30, 20 ☐ July 1, 20 - September 30, 20 ☐ October 1, 20 - December 31, 20
Contractor's Name:	**Report includes:** ☐ Work force to be utilized on this contract ☐ Contractor/Subcontractor's total work force	
Contractor's Address:		

Enter the total number of employees in each classification in each of the EEO-Job categories identified.

EEO - Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification													
		Male (M)	Female (F)	White (M)	White (F)	Black (M)	Black (F)	Hispanic (M)	Hispanic (F)	Asian (M)	Asian (F)	Native American (M)	Native American (F)	Disabled (M)	Disabled (F)	Veteran (M)	Veteran (F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary / Apprentices																	
Totals																	

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NEW YORK STATE OF OPPORTUNITY. Empire State Development

EXHIBIT G-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

WORKFORCE EMPLOYMENT UTILIZATION REPORT

Submit the above completed form to:

Empire State Development
Office of Contractor and Supplier Diversity
655 Third Avenue, 6th Floor
New York, NY 10017

General Instructions: The work force utilization (M/WBE **102)** is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the M/WBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

Instructions for completing:

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Program Management Unit at (518) 474-5513 if you have any questions.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

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NEW YORK STATE OF OPPORTUNITY. Empire State Development

EXHIBIT G-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

WORKFORCE EMPLOYMENT UTILIZATION REPORT

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

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NEW YORK STATE OF OPPORTUNITY. Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

EXHIBIT G-4

MWBE AND SDVOB UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE and SDVOB Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) and/or Service Disabled Veteran Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

* indicates mandatory fields

***Contractor Name:**

***Representative Name:** **Town, State & Zip:**

***Phone:**

***Fax:**

***Email:**

***Total Dollar Value of Contract/Grant: $__**

Address:

***ESD Contract/Project Number:**

RFP/RFQ/Solicitation Number:

***MWBE Goal:** MBE __% + WBE __% = **MWBE GOAL __%**

***SDVOB Goal:** __%

1. * Certified MWBE or SDVOB Firm Name, Contact Person's Name, Address, Phone and Email.	2. * Check All That Apply	3. * Federal ID No.	4. *Detailed Description of Work (Attach additional sheets, if necessary, Attach Contract if available)	5. *Check Firm Type That Applies for Work Completed on this Project	6. *Dollar Value of Contract (if unavailable or yet undetermined, indicate $1)
A.	**NYS CERTIFIED** ☐ MBE ☐ WBE ☐ SDVOB			☐ Subcontractor ☐ Subconsultant ☐ Materials Supplier ☐ Trade Agents/Brokers	
B.	**NYS CERTIFIED** ☐ MBE ☐ WBE ☐ SDVOB			☐ Subcontractor ☐ Subconsultant ☐ Materials Supplier ☐ Trade Agents/Brokers	

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NEW YORK STATE OF OPPORTUNITY. Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

EXHIBIT G-4

MWBE AND SDVOB UTILIZATION PLAN

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7. If unable to fully meet the MWBE and/or SDVOB goals set forth in the contract, the Contractor must submit a Waiver Request form, which may be obtained from the Office of Contractor and Supplier Diversity, at OCSD@ESD.NY.GOV.

PREPARED BY (Signature): _____ **DATE:** _____

Preparer's Name (Print or Type): _____

Preparer's Title: _____

Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE AND SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW ARTICLES 15-A AND 17-B, 5 NYCRR PART 143, 9 NYCRR PART 252, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

The MWBE Certification status of the firms listed on this form **MUST** be verified using the New York State Contract System's Directory of Certified Minority and Women-owned Business Enterprises.
This directory is available at https://ny.newnycontracts.com.

The SDVOB Certification status of the firms listed on this form **MUST** be verified using the Directory of New York State Certified Service-Disabled Veteran-Owned Businesses.
This directory is available at https://online.ogs.ny.gov/SDVOB/search.

TELEPHONE NO.:	**EMAIL ADDRESS:**

Policy Regarding Use of MWBE Suppliers and Brokers

Only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.

FOR CONSTRUCTION/CAPITAL PROJECTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

FOR ALL OTHER PROJECTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

** FOR OCSD USE ONLY **

REVIEWED BY:	**DATE:**

UTILIZATION PLAN APPROVED?
☐ YES ☐ PARTIAL ☐ NO Date:

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization

NEW YORK STATE OF OPPORTUNITY. Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

EXHIBIT G-5

WAIVER REQUEST FORM

Request for Waiver	
Grantee / Contractor Name:	Fed ID No.:
Full Address:	Contract / Project Number:
Project Details (Project Name, Project Location):	Have you Previously submitted a Waiver Request? (YES/NO)
Current Contract Value:	MWBE Goal: MBE % + WBE % Overall MWBE Goal: % SDVOB Goal: **%**

By submitting this form and the required information, the Contractor certifies that every "Good Faith Effort" has been taken to promote MWBE and SDVOB participation pursuant to the MWBE and SDVOB requirements set forth under the contract. Review 5 NYCRR § 142.8 and 9 NYCRR § 252, Contractor's Good Faith Efforts, for the precise definition of "Good Faith Effort." Failure to adequately demonstrate Good Faith Efforts will result in a denial of your Waiver Request. It is the Contractor's responsibility to ensure that adequate, clear and complete information is presented to the Office of Contractor and Supplier Diversity ("OCSD").

***UTILIZATION VALUE MET:**

MBE: $___ | **WBE**: $___ | **SDVOB**: $___

***CONTRACTOR IS REQUESTING :**

1. ☐ **MBE** Waiver – A waiver of the MBE Goal for this procurement is requested.
   REQUESTED MBE GOAL: ___%
2. ☐ **WBE** Waiver – A waiver of the WBE Goal for this procurement is requested.
   REQUESTED WBE GOAL: ___%
3. ☐ **OVERALL MWBE Waiver** – A waiver of the MWBE Goal for this procurement is requested.
   REQUESTED MWBE GOAL: ___%
4. ☐ **SDVOB Waiver** – A waiver of SDVOB Participation Goal for this procurement is requested.
   REQUESTED SDVOB GOAL: ___%

PREPARED BY (Signature): _____ Date: ___

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT THAT IT HAS MADE GOOD FAITH EFFORTS, PURSUANT TO 5 NYCRR §142.8 AND/OR 9 NYCRR §252, TO INCLUDE THE PARTICIPATION OF NEW YORK STATE CERTIFIED MINORITY AND WOMEN OWNED BUSINESSES AND SERVICE DISABLED VETERAN OWNED BUSINESSES IN THE ABOVE PROJECT OR CONTRACT. CONTRACTOR HEREBY AGREES TO PROVIDE ANY AND ALL RELEVANT DOCUMENTATION IN SUPPORT OF THE DEMONSTRATION OF ITS GOOD FAITH EFFORTS AND ACKNOWLEDGES THAT IT HAS PROVIDED WITH THIS WAIVER REQUEST ALL AVAILABLE DOCUMENTATION SUPPORTING ITS GOOD FAITH EFFORTS.

*Name and Title of Preparer:	*Telephone Number:	*Email:

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

NEW YORK STATE OF OPPORTUNITY. Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

EXHIBIT G-5

WAIVER REQUEST FORM

Contractor's Good Faith Efforts

(a) Contractors must document their good faith efforts toward utilizing certified firms, including but not limited to, those identified within a utilization plan. Such documented efforts, shall include, at a minimum:

(1) Copies of its solicitations of certified firms enterprises and any responses thereto;

(2) If responses to the contractor's solicitations were received, but a certified firm was not selected, the specific reasons that such firm was not selected;

(3) Copies of any advertisements for participation by certified firms timely published in appropriate general circulation, trade, MWBE and SDVOB oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;

(4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified firms enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;

(5) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified firms.

(b) In addition to the information provided by the contractor in subdivision (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:

(1) where applicable, whether the contractor submitted an amended utilization plan consistent with the subcontract or supplier opportunities in the contract;

(2) the number of certified firms in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;

(3) the actions taken by the contractor to contact and assess the ability of certified firms located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;

(4) whether the contractor provided relevant plans, specifications or terms and conditions to certified firms sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;

(5) the terms and conditions of any subcontract or provision of suppliers offered to certified firms and a comparison of such terms and conditions with those offered in the ordinary course of the contractor's business and to other subcontractors or suppliers of the contractor;

(6) whether the contractor offered to make up any inability to comply with the certified firms goals in the subject State contract in other State contracts being performed or awarded to the contractor;

(7) the extent to which contractor's own actions, including but not limited to, any failure by contractor to discharge contractor's duties pursuant to this Part, Articles 15-A or 17-B of the Executive Law, contributed to contractor's inability to meet the maximum feasible portion of the contract goals;

(8) whether the contractor knowingly utilized one or more certified firms, in the performance of the subject State contract, that contractor knew or reasonably should have known could not perform a commercially useful function.

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NEW YORK STATE OF OPPORTUNITY. Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

EXHIBIT G-5

WAIVER REQUEST FORM

(9) whether the contractor submitted compliance reports, which identified certified firms that contractor knew or reasonably should have known did not perform a commercially useful function on a State contract on which goals were assigned. and

(10) any other information that is relevant or appropriate to determining whether the contractor has demonstrated a good faith effort.

Submit with the bid or proposal or if submitting after award submit to: **Empire State Development** **Office of Contractor and Supplier Diversity** **655 Third Avenue, 6th Floor** **New York, New York 10017**	***** FOR OCSD USE ONLY ***** **REVIEWED BY:** **DATE:** **Waiver Granted:** ☐ **YES** **MBE:** ☐ **WBE:** ☐ **SDVOB:** ☐ ☐ **Total Waiver** ☐ **Partial Waiver** ☐ ***Conditional** ☐ **Notice of Deficiency Issued** ___ * **Comments:**

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

NEW YORK STATE OF OPPORTUNITY. Empire State Development

EXHIBIT G-6

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

CONTRACTOR/GRANTEE:
ADDRESS:
TOWN/COUNTY/ZIP:
CONTACT PERSON:
TELEPHONE:
EMAIL:

ESD OCSD REPRESENTATIVE:
CONTRACT/PROJECT NAME:
CONTRACT/PROJECT #:
PROJECT START DATE:
PERCENT COMPLETE:
ACTUAL COMPLETION DATE:

REPORTING PERIOD: ☐ **Monthly for the Month of:** (Month) (Year)
☐ **Quarterly (Check Applicable):** ☐ **Quarter 1 (4/1-6/30) |** ☐ **Quarter 2 (7/1-9/30) |** ☐ **Quarter 3 (10/1-12/31) |** ☐ **Quarter 4 (1/1-3/31)**

Attach MWBE and SDVOB executed contracts, wire transfer confirmations and cancelled checks as proof of payment to the identified MWBEs and SDVOBs. This report should be completed and signed by an officer of the Reporting Company. Attach additional sheets if necessary.

PRIME CONTRACTOR, if different from above (Name, Address, Contact Person, Title and Phone # with area code)	PRIME CONTRACT AMOUNT	MWBE or SDVOB SUBCONTRACTOR (Name, Address, Contact Person, Title and Phone # with area code)	NYS CERTIFICATION (Check One)	DESCRIPTION OF SERVICES	CONTRACT AMOUNT	PAYMENTS PREVIOUSLY REPORTED	PAYMENTS ON CURRENT REPORT	TOTAL PAYMENTS TO DATE
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$
	$		☐ MBE ☐ WBE ☐ SDVOB		$	$	$	$

CERTIFICATION: I, ___ (Print Name), the ___ (Title) of the Reporting Company above, do certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

SIGNATURE: _____ **DATE:** _____

Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.

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NEW YORK STATE OF OPPORTUNITY. Empire State Development

EXHIBIT G-6

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

SUBMIT REPORT TO: Office of Contractor and Supplier Diversity
Empire State Development
655 Third Avenue, 6th Floor
New York, NY 10017

Completed forms may be emailed directly to OCSD at ocsd@esd.ny.gov. All email submissions must include ESD's project/contract number(s), and the name and contact information of the individual or firm submitting the information.

QUESTIONS? Please contact the OCSD's Compliance Managers or email the office at ocsd@esd.ny.gov.

Monique Campbell	**Kelly Forsey**	**Ridwan Ahmed**	**Ami Shipley**
(212) 803-3571	(716) 846-8238	(212) 803-2487	(212) 803-3222
Monique.campbell@esd.ny.gov	Kelly.forsey@esd.ny.gov	Ridwan.ahmed@esd.ny.gov	Ami.shipley@esd.ny.gov
[redacted]			
Central New York Long Island North Country New York City (Bronx, Brooklyn, Queens)	Capital District Finger Lakes Western New York ESD Subsidiaries – USA Niagara	Mid-Hudson Mohawk Valley NYC (Manhattan, Staten Island)	Dept. of Economic Development Southern Tier ESD Procurement Contracts ESD Subsidiaries – CCDC, QWDC, LMDC, ESNMC, HCDC, MSDC, ECHDC

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization

EXHIBIT H: REPORT OF EMPLOYMENT

Intentionally Deleted

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

EXHIBIT I: SPECIAL PROVISIONS

In the event of any conflict between Exhibit A of this Agreement and any other provisions of this Agreement, the terms of such other provisions shall govern.

Neither the Grant, nor any equipment or facility funded in part or whole by the Grant, shall be used at any time or in any manner for religious worship, instruction or proselytizing.

The following sections of the Terms and Conditions of this Agreement are waived: Section 2; Section 3(e); the reference to “Exhibit H” in Section 4(a); Section 9(a)(iv) and Section 9(a)(vii).

Attachment: 137378 Town of Amherst Boulevard Mall Capital - Final GDA (RES-2025-484 : Authorization to Sign Grant Disbursement Agreement

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30443 **RESOLUTION 2025-485** **ADOPTED**

Casey Road (CR 295), Pedestrian and Bicycle Improvements Phase 2 Resolution Rescinding Resolution 2024-559 and Authorizing Supervisor to Sign a Revised IMA with Erie County Town of Amherst Job No. 2014.048A, PIN 5764.66 CRS ID #5526

The Town Board previously adopted Resolution 2024-559 authorizing the Town Supervisor to execute an Inter-Municipal Agreement (IMA) with Erie County in connection with the above-referenced project. Subsequent to the adoption of that resolution, Erie County submitted revisions to the proposed agreement. While these changes are significant and affect key details of the original agreement, requiring further review and formal reauthorization by the Town Board, the overall financial structure of the project remains unchanged and these changes represent no new costs to the Town.

Accordingly, we respectfully request that the Town Board rescind Resolution 2024-559 and adopt a new resolution authorizing the Town Supervisor to execute the attached, revised Inter-Municipal Agreement. This agreement permits Erie County to undertake contract work on County Road 295 (Casey Road) in coordination with the Town's project.

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

5/12/2025
Consent

FINANCIAL IMPACT:

, the overall financial structure of the project remains unchanged and these changes represent no new costs to the Town.

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

Inter Municipal Agreement
Between Erie County and Town of Amherst
Project Number: 5764.66
Project Name: Casey Road (CR 295), Pedestrian and Bicycle Improvements, Phase 2.
Paradise Road to Transit Road
Location: Town of Amherst, Erie County, New York

This Agreement, dated this _____day of _____, 2025 by and between the **County of Erie**, a New York State municipal corporation with its principal office for the transaction of business at 95 Franklin Street, Buffalo, New York 14202 (hereinafter referred to as "County") and the **Town of Amherst**, having its principal office for the transaction of business at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as "Town"). The County and Town may be individually referred to hereafter as a "Party", or collectively as the "Parties".

WHEREAS, the Town is undertaking a project to add pedestrian and bicycle facilities to Casey Road from near (just west of) Paradise Road to near (just west of) Transit Road (hereinafter referred to as the "Project"); and

WHEREAS, The Town and their independent contractor are granted access to the County Right of Way for the above referenced project in addition, this access is accomplished through the County's Highway work permit process in which the Town and their contractor are to be Co-applicants; and

WHEREAS, the County desires to improve the structure and riding surface of Casey Road, a County owned road, through milling and resurfacing of the two 11-foot-wide travel lanes within the Project area; and

WHEREAS, the County will provide and appropriate the necessary funding for the milling and resurfacing of Casey Road within the Project area described herein. The entire milling and resurfacing area will consist of 1.5" mill and resurface the area from Gott Creek to near Transit Road and a 3.5" mill and resurface from Gott Creek to Paradise Road (hereinafter collectively referred to as the "Betterment"); and

WHEREAS, the Project presents a unique and time limited opportunity to undertake the Betterment; and

WHEREAS, the County and Town desire to enter into a cooperative agreement to coordinate and facilitate the paving of the travel lanes for the benefit of Town and County residents; and

WHEREAS, the County agrees to be responsible for the construction cost associated with the Betterment and will maintain ownership and maintenance responsibility after completion of construction; and

WHEREAS, the Town is managing the construction of both the Project and Betterment.

NOW, THEREFORE in consideration of the foregoing and of the mutual covenants and promises contained herein, the receipt and sufficiency of which the Parties mutually acknowledge, the Parties agree as follows:

Attachment: Casey Road attachments (RES-2025-485 : Casey Road (CR 295), Pedestrian and Bicycle Improvements Phase 2)

Article 1 Betterment Description:

The Betterment shall include the following:

- Milling and resurfacing of Casey Road within the Project area. The milling and resurfacing will consist of 1.5" mill and resurface from Gott Creek to near Transit Road and a 3.5" mill and resurface from Gott Creek to near Paradise Road. All work shall be completed in accordance with County specifications (New York State Department of Transportation Specifications).

Article 2 Schedule:

The Project, including the Betterment, is tentatively scheduled to be advertised for bids by the Town in the Summer of 2025, with construction to be completed by the Town's contractor in 2025 and 2026. The County will manage the administrative portions of the Betterment to conform to this schedule.

Article 3 Scope of Work:

The Town shall be responsible for advertising and bidding both the Project and Betterment in compliance with all local and state laws, rules and regulations, including General Municipal Law §103. Once the bids are opened, the County shall have the opportunity to review the bids prior to the Town making an award to the lowest responsible bidder.

The Town shall be responsible for all construction inspection and construction administration of the Project, including construction of the Betterment. The County shall consult with and assist the Town and the Town's construction inspector, as necessary, for successful completion of the Project and Betterment.

The Town shall provide the County with one (1) complete set of as-built drawings in pdf format upon completion of the Project.

Article 4 Betterment Cost:

The County shall be solely responsible for the construction cost of the Betterment, including approved overruns, but not including construction inspection and administration as noted in Article 3.

- The construction costs of the Betterment are currently estimated to total **Three Hundred Eleven Thousand, Two Hundred Five Dollars and Zero Cents ($311,205.00)**.
- The entire estimated amount shall be paid by the County directly to the Town's Department of Public Works prior to commencement of construction.
- Any credits or overpayments shall be refunded by the Town to the County within 30 days of substantial project completion.
- The total Betterment construction cost shall not exceed $311,205.00 without the prior written agreement of both the Town and County.
- Any additional costs related solely to the Betterment, if authorized by the County, will be the sole responsibility of the County including but not limited to overruns, change orders and/or unforeseen expenses.

Article 5 Ownership and Maintenance upon Completion:

The Town shall be responsible for the ownership and maintenance, including any associated maintenance costs, of the following items upon completion of the Project:

1. The pedestrian facilities including sidewalks, ADA ramps, crosswalk striping, and signage;
2. The parking signage; and
3. The radar speed feedback sign assembly and speed limit signage.

The County shall be responsible for the ownership and maintenance, including any associated maintenance costs, of the following items upon completion of the Project:

Attachment: Casey Road attachments (RES-2025-485 : Casey Road (CR 295), Pedestrian and Bicycle Improvements Phase 2)

1. Any and all improvements defined herein as the Betterment; and
2. All County owned bridge rail, transition rail and/or guiderail modified through this Project will continue to be the responsibility of the County.

The County and Town shall share in the responsibility of the ownership and maintenance of the bicycle facilities upon completion of the Project as follows:

1. The County shall be responsible for the ownership and maintenance of the pavement, subbase and underdrain; and
2. The Town shall be responsible for the ownership and maintenance of striping and pavement markings beyond the white shoulder stripe and signage.

Article 6 Indemnification:

During construction of the Project, including the Betterment, the Town, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the County of Erie, their members, officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgements, fees, reasonable attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Town or third parties under the direction or control of the Town.

Upon substantial completion of the construction of the Project, the County shall be responsible for the maintenance and operation of the Betterment. As such, the County, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Town and their members, officers, employees and agents from and against any and all liability, damages, claims, demands, performance or failure to perform hereunder by the County or third parties under the direction or control of the County with respect to the Betterment only.

Article 7 Notice:

All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:
Commissioner of Public Works
County of Erie
95 Franklin Street
Buffalo, New York 14202

With Copy to:
Erie County Attorney
95 Franklin Street
Buffalo, New York 14202

To the Town:
Town Clerk
5583 Main Street
Williamsville, New York 14221

With Copy to:
Town of Amherst Attorney
5583 Main Street
Williamsville, New York 14221

Or at any such other address or such other person as the Parties may designate.

Attachment: Casey Road attachments (RES-2025-485 : Casey Road (CR 295), Pedestrian and Bicycle Improvements Phase 2)

Article 8 Severability:
If any provision of the Agreement proves to be illegal, invalid or unenforceable, the remainder of the Agreement will not be affected by such finding, and each provision of this agreement shall be valis and enforceable to the fullest extent permitted by law.

Article 9 Governing Law:
This Agreement shall be governed by and constructed in accordance with the laws of the State of New York.

Article 10 Entire Agreement:
This Agreement and Exhibits attached hereto constitute the sole and complete agreement and understanding of the Parties with respect to the rights granted herein and supersede all prior written or oral agreement and understandings with respect to the rights granted herein.

Article 11 Amendment:
This Agreement shall not be changed, amended or altered in any way, except in writing and executed by all Parties.

Article 12 Assignment:
No Party shall assign this Agreement without prior written consent of all other Parties.

Article 13 Counterparts:
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall together constitute but one and the same instrument.

Article 14 Whereas Clauses:
The Whereas Clauses set forth above are hereby incorporated and made a part of this Agreement.

Article 15 Independent Contractor:
It is mutually understood and agreed by the Parties that an independent contractor relationship be hereby established under the terms of this Agreement and that the Town and any employees of the Town are not, nor shall they be deemed to be, employees of the County. Similarly, the County and any employees of the County are not, nor shall they be deemed to be, employees of the Town.

Article 16 Executive Order No. 13 (2014):
The Town shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Exhibit A and made a part hereof. The Town shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Town in its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Town is not qualified to participate in future County contracts.

(END TEXT)

Attachment: Casey Road attachments (RES-2025-485 : Casey Road (CR 295), Pedestrian and Bicycle Improvements Phase 2)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers and/or agents as of the day and year first set forth above.

COUNTY OF ERIE

By: _____
Name: Mark C. Poloncarz/Lisa Chimera
Title: County Executive/Deputy CE
Date:

TOWN OF AMHERST

By: _____
Name: Brian Kulpa
Title: Town Supervisor
Date:

APPROVED AS TO CONTENT

By: _____
Name: William E. Geary, Jr.
Title: Commissioner of Public Works

APPROVED AS TO FORM

By: _____
Name: Kristen M. Walder
Title: Assistant County Attorney
Document No.: _____
Date: _____

Acknowledgements To Follow

Attachment: Casey Road attachments (RES-2025-485 : Casey Road (CR 295), Pedestrian and Bicycle Improvements Phase 2)

Town of Amherst

On the _____ day of _____, 2025, before me the undersigned, a notary public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that 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

County of Erie

State of New York)
County of Erie) SS

On the _____ day of _____, 2025, before me the undersigned, a notary public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that 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.

_____

Attachment: Casey Road attachments (RES-2025-485 : Casey Road (CR 295), Pedestrian and Bicycle Improvements Phase 2)

Attachment: Casey Road attachments (RES-2025-485 : Casey Road (CR 295), Pedestrian and Bicycle Improvements Phase 2)

EXHIBIT A

ERIE COUNTY EQUAL PAY CERTIFICATION

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

_____
Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A)
_____, being duly sworn, states he or she is the owner of
(or a partner in) _____, and is making the foregoing
Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)
_____, being duly sworn, states that he or she is the
(Name of Corporate Officer)
_____, of _____,
(Title of Corporate Officer) (Name of Corporation)

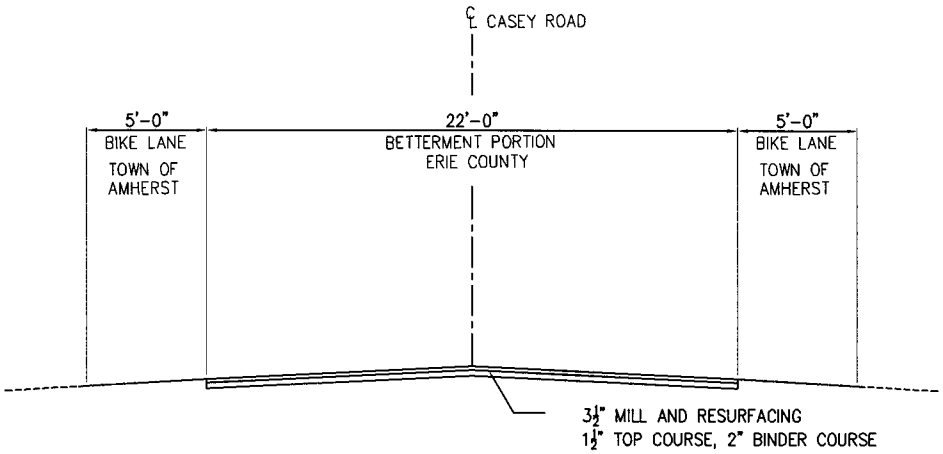
the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____ Day of _____, 20____

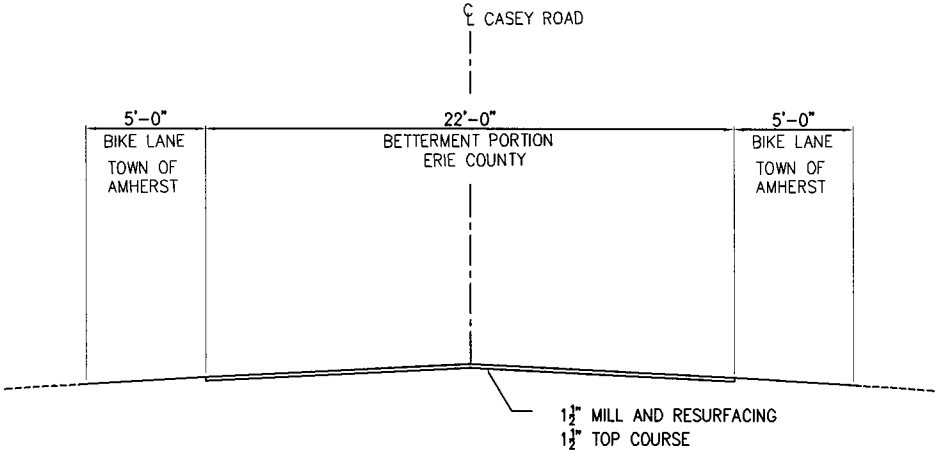
_____
Notary Public

Attachment: Casey Road attachments (RES-2025-485 : Casey Road (CR 295), Pedestrian and Bicycle Improvements Phase 2)

CASEY ROAD BETTERMENT

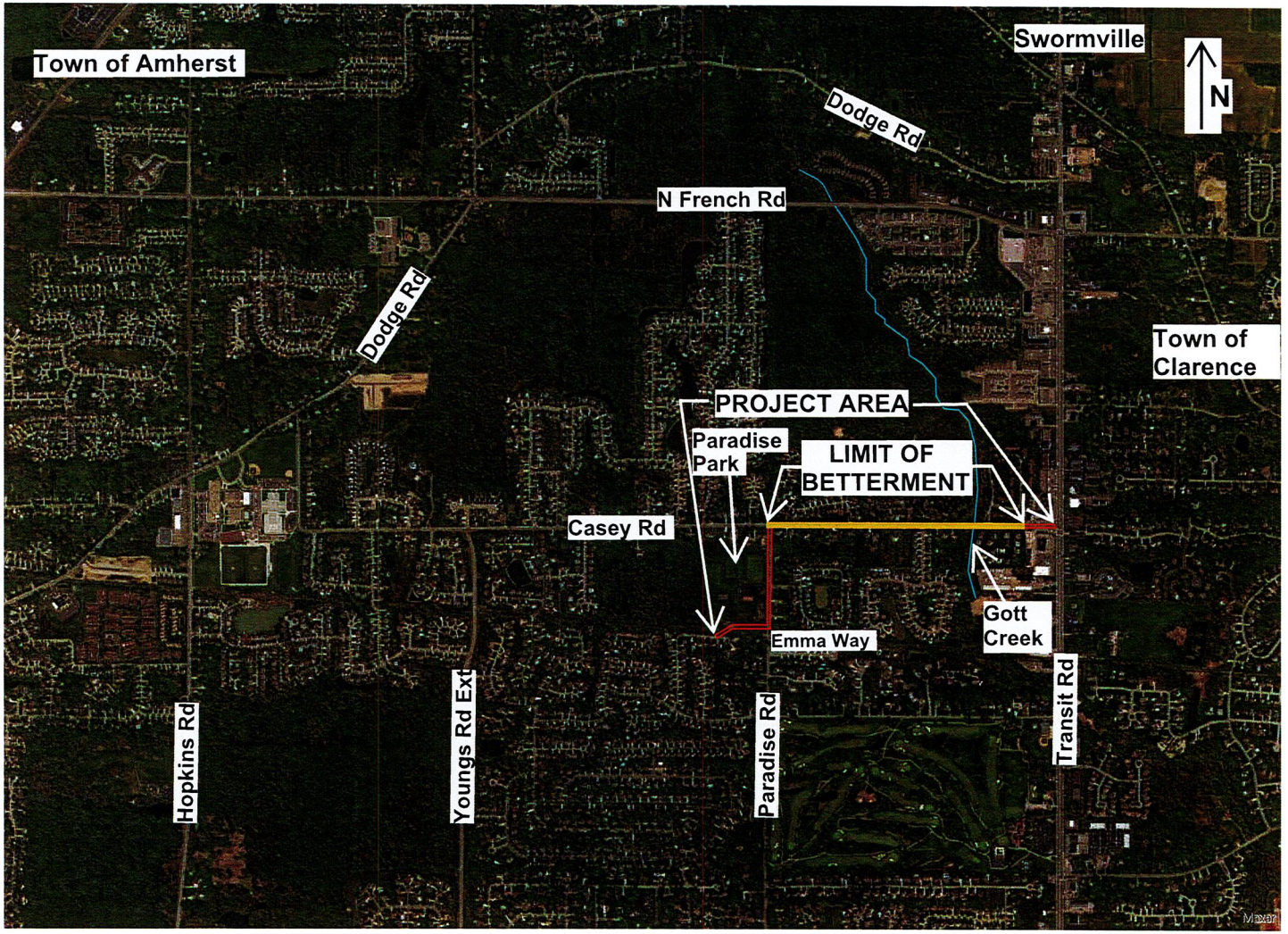


CASEY ROAD SECTION
GOTT CREEK TO NEAR PARADISE ROAD



CASEY ROAD SECTION
GOTT CREEK TO NEAR TRANSIT ROAD

Attachment: Casey Road attachments (RES-2025-485 : Casey Road (CR 295), Pedestrian and Bicycle Improvements Phase 2)



PIN 5764.66- CASEY ROAD PEDESTRIAN AND BICYCLE SAFETY IMPROVEMENTS - PHASE II
PROJECT LOCATION MAP WITH LIMIT OF BETTERMENT

MOTT MACDONALD

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30444 **RESOLUTION 2025-486** **ADOPTED**

Award of Bid – Parise Mechanical, Inc. – Mechanical 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 three (3) bids received (bid tabulation attached), we recommend award of this contract to Parise Mechanical, Inc., 1106 Sheridan Dr., Tonawanda, NY 14150, in the amount of $38,000.00 to include the Base Bid. Please note that this bidder has agreed to an extension in order to accommodate this award.

Funding for this contract shall be from account KP2501.4972.

Thank you for considering this request.

5/12/2025
Consent

FINANCIAL IMPACT:

Funding for this contract shall be from account KP2501.4972.

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-2025-486 : Award of Bid – Parise Mechanical, Inc. – Mechanical Contract)

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30445 **RESOLUTION 2025-487** **ADOPTED**

Award of Bid –Willett Builders, Inc.– Plumbing 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 two (2) bids received (bid tabulation attached), we recommend award of this contract to Willett Builders, Inc., 1728 Seneca Street, Buffalo, NY 14210, in the amount of $98,000.00 to include the Base Bid. Please note that this bidder has agreed to an extension in order to accommodate this award.

Funding for this contract shall be from account KP 2501.4972.

Thank you for considering this request.

5/12/2025
Consent

FINANCIAL IMPACT:

Funding for this contract shall be from account KP 2501.4972.

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-2025-487 : Award of Bid –Willett Builders, Inc.– Plumbing Contract)

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30446 **RESOLUTION 2025-488** **ADOPTED**

Award of Bid – Goodwin Electric Corporation – Electric 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 two (2) bids received (bid tabulation attached), we recommend award of this contract to Goodwin Electric Corporation, 201 S. Young Road, Williamsville, NY 14221, in the amount of $141,855.00 to include the Base Bid. Please note that this bidder has agreed to an extension in order to accommodate this award.

Funding for this contract shall be from account KP 2501.4972.

Thank you for considering this request.

5/12/2025
Consent

FINANCIAL IMPACT:

Funding for this contract shall be from account KP 2501.4972

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-2025-488 : Award of Bid – Goodwin Electric Corporation – Electric Contract)

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30429 **RESOLUTION 2025-489** **ADOPTED**

Information Technology Engineer/Engineering Department

Please appoint an Information Technology Engineer to the Engineering Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective May 13, 2025 at an annual salary of $72,594, Grade 15, Step F for Asher Pontikos.

This appointment is a promotion for an employee currently serving provisionally as GIS Analyst.

5/12/2025
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: 05/12/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30434 **RESOLUTION 2025-490** **ADOPTED**

Supervising Accountant/Comptroller's Office

Please appoint a Supervising Accountant to the Comptroller's Office. Provisional, pending satisfactory completion of a Civil Service Examination. Effective May 13, 2025 at an annual salary of $83,211, Grade 18, Step F for Wenfang Zheng.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

5/12/2025
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: 05/12/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30428 **RESOLUTION 2025-491** **ADOPTED**

Training & Travel Request General Hazardous Materials Inspection Course

TOWN BOARD AGENDA ITEM : MAY 12, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
General Hazardous Materials Inspection Course

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled training course. This course is being held in Albany, New York from May 11, 2025 through May 16, 2025. The cost for this training and travel is $1,179.20.

Thank you.

SPC:msl
Attachments
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 12, 2025)**

5/12/2025
Consent

FINANCIAL IMPACT:

A 3121 .4050: $100.00

A 3121 .4120: $972.00

Contingency amounts not included in these calculations

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

Name	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
May 11, 2025	May 16, 2025	Albany, NY	General Hazardous Materials Inspection

Expenses	Estimated	Budget A/C #	Actual
Transportation: Police Vehicle			
Mileage @ $0.67 Gas	$75		
Tolls	$25		
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
5 # nights @ $ 117	$585		
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75% $64.50	$129		
3 # Breakfasts @ $ $22	$66		
3 # Lunches @ $ $23	$69		
3 # Dinners @ $ $36	$108		
3 # Incidentals @ $ $5	$15		
Registration/Conference Fee			
Other			
Subtotal	$1,072		N/A
Contingency - 10% of subtotal or $200	$107.20		N/A
TOTAL	$1,179.20		

Request Approved By:

Department Head Signature

5/6/2025

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Revised 1.2024

Attachment: RedactedTravelFormGeneralHazardousMaterialsInspectionCourse 5.6.2025 (RES-2025-491 : Training & Travel Request: General Hazardous

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30439 **RESOLUTION 2025-492** **ADOPTED**

Award of Bid – Concrete Applied Technologies Corp. Westside Interceptor Forcemain Town of Amherst Job No. 2019.038

On April 3, 2025, three (3) bids were received for the above referenced project. Upon review of the bids and as per the attached bid tabulation, we recommend award of this contract to Concrete Applied Technologies Corp., 1266 Townline Road, Alden, NY 14004, per their base bid for a total contract amount of $ 18,314,260.00.

Funding for this contract shall be from project account KP2408.4972.

Thank you for considering this request.

5/12/2025
Consent

FINANCIAL IMPACT:

KP2408.4972

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

TOWN OF AMHERST

WESTSIDE INTERCEPTOR FORCEMAIN

Town of Amherst Job No. 2019.038

BID TABULATION

Thursday - April 3, 2025 - 12:00 P.M.

BIDDER	BASE BID	ALTERNATE BID
CATCO	$18,314,260.00	$454,000.00
716 Site Contracting Inc	$19,205,350.00	$250,000.00
Kandey Company Inc	$19,999,997.00	$278,800.00

Attachment: 2019.038- Bidtab-Forcemain (RES-2025-492 : Award of Bid – Concrete Applied Technologies Corp.)

BID BOND
YES
YES
YES

Attachment: 2019.038- Bidtab-Forcemain (RES-2025-492 : Award of Bid – Concrete Applied Technologies Corp.)

285 Delaware Avenue, Suite 500
Buffalo, New York 14202
United States
www.ghd.com

Our ref: 12604782

May 05, 2025

Jeffrey Burroughs, PE
Town of Amherst
455 Tonawanda Creek Road
Amherst, NY 14228

Town of Amherst – West Side Interceptor Forcemain – Town Job No. 2019.038-FM-G – Recommendation of Award - Revised

Dear Mr. Burroughs:

On Thursday, April 3, 2025, at 12:00 p.m. local time, the Town of Amherst received 3 bids for the above-referenced project. The bids were as follows:

Bidder	Total of Base Bid Items	Total of Alternate Bid Items	Total of Base and Alternate Bid Items
Concrete Applied Technologies Corp.	$18,314,260.00	$454,000.00	$18,768,260.00
716 Site Contracting Inc.	$19,205,350.00	$250,000.00	$19,455,350.00
Kandey Company. Inc.	$19,999,997.00	$278,800.00	$20,278,797.00

We have reviewed the bid proposal received from the lowest bidder for the above-referenced project, Concrete Applied Technologies Corp., and find said proposal to be responsive to the bid documents.

We therefore recommend award of the Town of Amherst – West Side Interceptor Forcemain – Town Job No. 2019.038-FM-G to Concrete Applied Technologies Corp. in the base bid amount of $18,314,260.00, contingent upon availability of project funding and review by the Owner's legal counsel.

If you have any questions or require additional information, please advise.

Regards,

Dan Kolkmann
Senior Project Administrator

+1 716 362-8807
dan.kolkmann@ghd.com

Encl. Bid Tabulation

Copy to: Robert Lannon, PE – GHD
John Story, PE – GHD
David Woolley – GHD

Attachment: Signed (Rev1) - 12604782-LTR-FM Recommendation of Award - Revised (RES-2025-492 : Award of Bid – Concrete Applied

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30440 **RESOLUTION 2025-493** **ADOPTED**

Award of Bid – Kandey Company, Inc. Westside Interceptor Relief Pump Station – General Contract Town of Amherst Job No. 2019.038

On April 10, 2025, four (4) bids were received for the above referenced project. Upon review of the bids and as per the attached bid tabulation, we recommend award of General Construction contract to Kandey Company, Inc., 19 Ransier drive, West Seneca, NY 14224, per their base bid for a total contract amount of $ 14,157,410.00.

Funding for this contract shall be from project account KP2408.4972.

Thank you for considering this request.

5/12/2025
Consent

FINANCIAL IMPACT:

KP2408.4972

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

TOWN OF AMHERST

WESTSIDE INTERCEPTOR RELIEF PUMP STATION

GENERAL CONTRACT

Town of Amherst Job No. 2019.038

BID TABULATION

Thursday - April 10, 2025 - 12:00 P.M.

BIDDER	BASE BID
Kandey Company, Inc	$14,157,410.00
American Contracting and Environmental Services, Inc	$15,930,000.00
Concrete Applied Technologies Corp	$16,980,000.00
Villager Construction Inc.	$17,695,000.00

Attachment: 2019.038- Bidtab-PS-General (RES-2025-493 : Award of Bid – Kandey Company, Inc.)

285 Delaware Avenue, Suite 500
Buffalo, New York 14202
United States
www.ghd.com

Our ref: 12604782

April 15, 2025

Jeffrey Burroughs, PE
Town of Amherst
455 Tonawanda Creek Road
Amherst, NY 14228

Town of Amherst – West Side Interceptor Relief Pump Station – Town Job No. 2019.038-PS-G – Recommendation of Award

Dear Mr. Burroughs:

On Thursday, April 10, 2025, at 12:00 p.m. local time, the Town of Amherst received 4 bids for the above-referenced project. The bids were as follows:

Bidder	Total of Base Bid Items
Kandey Company, Inc.	$14,157,410.00
American Contracting And Environmental Services, Inc.	$15,930,000.00
Concrete Applied Technologies Corp.	$16,980,000.00
Villager Construction Inc.	$17,695,000.00

We have reviewed the bid proposal received from the lowest bidder for the above-referenced project, Kandey Company, Inc., and find said proposal to be responsive to the bid documents.

We therefore recommend award of the Town of Amherst – West Side Interceptor Relief Pump Station – Town Job No. 2019.038-PS-G to Kandey Company, Inc., in the total bid amount of $14,157,410.00, contingent upon availability of project funding and review by the Owner's legal counsel.

If you have any questions or require additional information, please advise.

Regards,

Daniel J. Kolkmann
Senior Project Administrator

+1 716 362-8807
dan.kolkmann@ghd.com

Encl. Bid Tabulation

Copy to: Robert Lannon, PE – GHD
John Story, PE – GHD
David Woolley – GHD

Attachment: Signed - 12604782-LTR-PS Recommendation of Award General (RES-2025-493 : Award of Bid – Kandey Company, Inc.)

TABULATION OF BIDS

OWNER
Town of Amherst

PROJECT
West Side Interceptor Relief Pump Station

ENGINEER

GHD CONSULTING SERVICES INC.
285 DELAWARE AVENUE, SUITE 500
BUFFALO, NEW YORK 14202

PROJECT NO.: 12604782

DATE ADVERTISED: 2/20/2025
DATE OPENED: 4/10/2025
DATE TABULATED: 4/10/2025
TABULATED BY: EPV

BIDDER'S NAME: ADDRESS:			KANDEY COMPANY, INC. 19 RANSIER DRIVE WEST SENECA, NY 14224		AMERICAN CONTRACTING AND ENVIRONMENTAL SERVICES, INC. 11075 STRATFIELD COURT MARRIOTSVILLE, MD 21104		CONCRETE APPLIED TECHNOLOGIES CORP 1266 TOWNLINE ROAD ALDEN, NY 14004		VILLAGER CONSTRUCTION INC. 425 OLD MACEDON CENTER ROAD FIARPORT, NY 14450	
ITEM NO.	DESCRIPTION	BID UNITS	PRICE PER UNIT	AMOUNT BID	PRICE PER UNIT	AMOUNT BID	PRICE PER UNIT	AMOUNT BID	PRICE PER UNIT	AMOUNT BID
G-1	GENERAL CONSTRUCTION	1 LS	$13,177,410.00	$13,177,410.00	$14,950,000.00	$14,950,000.00	$16,000,000.00	$16,000,000.00	$16,715,000.00	$16,715,000.00
G-2	GENERAL CONSTRUCTION CONTINGENT ITEM ALLOWANCE	1 ALLOW	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00
G-3	GAS UTILITY RELOCATION CONTINGENT ITEM ALLOWANCE	1 ALLOW	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00
G-4	FIBER COMMUNICATIONS UTILITY RELOCATION CONTINGENT ITEM ALLOWANCE	1 ALLOW	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00
	GRAND TOTAL BASE BID ITEMS G-1 - G-4			**$14,157,410.00**		**$15,930,000.00**		**$16,980,000.00**		**$17,695,000.00**

Attachment: Signed - 12604782-LTR-PS Recommendation of Award of Bid – Kandey Company, Inc.) (RES-2025-493 : Award of Bid – Kandey Company, Inc.)

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30442 **RESOLUTION 2025-494** **ADOPTED**

Award of Bid – Ferguson Electric Inc. Westside Interceptor Relief Pump Station – Electrical Contract Town of Amherst Job No. 2019.038

On April 10, 2025, five (5) bids were received for the above referenced project. Upon review of the bids and as per the attached bid tabulation, we recommend award of Electrical Contract to Ferguson Electric Inc., 321 Ellicott Street, Buffalo, NY 14203, per their base bid for a total contract amount of $ 2,872,000.00.

Funding for this contract shall be from project account KP2408.4972.

Thank you for considering this request.

5/12/2025
Consent

FINANCIAL IMPACT:

KP2408.4972

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

TOWN OF AMHERST

WESTSIDE INTERCEPTOR RELIEF PUMP STATION

ELECTRICAL CONTRACT

Town of Amherst Job No. 2019.038

BID TABULATION

Thursday - April 10, 2025 - 12:00 P.M.

BIDDER	BASE BID
Ferguson Electric Inc	$2,872,000.00
Frey Electric Construction Co. Inc	$2,930,000.00
CIR Electrical Construction Corporation	$3,222,800.00
O'Connell Electric Company, Inc	$3,306,724.00
Concrete Applied Technologies Corp	$4,313,000.00

Attachment: 2019.038- Bidtab-PS-electrical (RES-2025-494 : Award of Bid – Ferguson Electric Inc.)

285 Delaware Avenue, Suite 500
Buffalo, New York 14202
United States
www.ghd.com

Our ref: 12604782

April 15, 2025

Jeffrey Burroughs, PE
Town of Amherst
455 Tonawanda Creek Road
Amherst, NY 14228

Town of Amherst – West Side Interceptor Relief Pump Station – Town Job No. 2019.038-PS-E – Recommendation of Award

Dear Mr. Burroughs:

On Thursday, April 10, 2025, at 12:00 p.m. local time, the Town of Amherst received 5 bids for the above-referenced project. The bids were as follows:

Bidder	Total of Base Bid Items
Ferguson Electric Inc.	$2,872,000.00
Frey Electric Construction Co., Inc.	$2,930,000.00
CIR Electrical Construction Corporation	$3,222,800.00
O'Connell Electric Company, Inc.	$3,306,724.00
Concrete Applied Technologies Corp.	$4,313,000.00

We have reviewed the bid proposal received from the lowest bidder for the above-referenced project, Ferguson Electric Inc., and find said proposal to be responsive to the bid documents.

We therefore recommend award of the Town of Amherst – West Side Interceptor Relief Pump Station – Town Job No. 2019.038-PS-E to Ferguson Electric Inc., in the total bid amount of $2,872,000.00, contingent upon availability of project funding and review by the Owner's legal counsel.

If you have any questions or require additional information, please advise.

Regards,

Daniel J. Kolkmann
Senior Project Administrator

+1 716 362-8807
dan.kolkmann@ghd.com

Encl. Bid Tabulation

Copy to: Robert Lannon, PE – GHD
John Story, PE – GHD
David Woolley – GHD

Attachment: Signed - 12604782-LTR-PS Recommendation of Award Electrical (RES-2025-494 : Award of Bid – Ferguson Electric Inc.)

TABULATION OF BIDS

OWNER
Town of Amherst

PROJECT
West Side Interceptor Relief Pump Station

ENGINEER

GHD CONSULTING SERVICES INC.
285 DELAWARE AVENUE, SUITE 500
BUFFALO, NEW YORK 14202

PROJECT NO.: 12604782

DATE ADVERTISED: 2/20/2025
DATE OPENED: 4/10/2025
DATE TABULATED: 4/10/2025
TABULATED BY: EPV

	BIDDER'S NAME: ADDRESS:		FERGUSON ELECTRIC INC. 321 ELLICOTT STREET BUFFALO, NY 14203		FREY ELECTRIC CONSTRUCTION CO., INC. 100 PEARCE AVENUE TONAWANDA, NY 14150		CIR ELECTRICAL CONSTRUCTION CORPORATION 2417 LONG ROAD GRAND ISLAND, NY 14072		O'CONNELL ELECTRIC COMPANY, INC. 830 PHILLIPS ROAD VICTOR, NY 14564	
ITEM NO.	DESCRIPTION	BID UNITS	PRICE PER UNIT	AMOUNT BID	PRICE PER UNIT	AMOUNT BID	PRICE PER UNIT	AMOUNT BID	PRICE PER UNIT	AMOUNT BID
E-1	ELECTRICAL CONSTRUCTION	1 LS	$2,297,000.00	$2,297,000.00	$2,355,000.00	$2,355,000.00	$2,647,800.00	$2,647,800.00	$2,731,724.00	$2,731,724.00
E-2	ELECTRICAL CONSTRUCTION CONTINGENT ITEM ALLOWANCE	1 ALLOW	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00
E-3	ELECTRICAL UTILITY COORDINATION ALLOWANCE	1 ALLOW	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00
E-4	CONTROLS SYSTEM INTEGRATION	1 ALLOW	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
	GRAND TOTAL BASE BID ITEMS E-1 - E-4			**$2,872,000.00**		**$2,930,000.00**		**$3,222,800.00**		**$3,306,724.00**

Attachment: Signed - 12604782-LTR-PS Recommendation of Award of Bid - Electrical (RES-2025-494 : Award of Bid – Ferguson Electric Inc.)

TABULATION OF BIDS

OWNER
Town of Amherst

PROJECT
West Side Interceptor Relief Pump Station

ENGINEER

GHD CONSULTING SERVICES INC.
285 DELAWARE AVENUE, SUITE 500
BUFFALO, NEW YORK 14202

PROJECT NO.: 12604782

DATE ADVERTISED: 2/20/2025
DATE OPENED: 4/10/2025
DATE TABULATED: 4/10/2025
TABULATED BY: EPV

	BIDDER'S NAME:		CONCRETE APPLIED TECHNOLOGIES CORP							
	ADDRESS:		1266 TOWNLINE ROAD ALDEN, NY 14004							
ITEM NO.	DESCRIPTION	BID UNITS	PRICE PER UNIT	AMOUNT BID	PRICE PER UNIT	AMOUNT BID	PRICE PER UNIT	AMOUNT BID	PRICE PER UNIT	AMOUNT BID
E-1	ELECTRICAL CONSTRUCTION	1 LS	$3,738,000.00	$3,738,000.00						
E-2	ELECTRICAL CONSTRUCTION CONTINGENT ITEM ALLOWANCE	1 ALLOW	$200,000.00	$200,000.00						
E-3	ELECTRICAL UTILITY COORDINATION ALLOWANCE	1 ALLOW	$300,000.00	$300,000.00						
E-4	CONTROLS SYSTEM INTEGRATION	1 ALLOW	$75,000.00	$75,000.00						
	GRAND TOTAL BASE BID ITEMS E-1 - E-4			**$4,313,000.00**						

Attachment: Signed - 12604782-LTR-PS Recommendation of Award Electrical (RES-2025-494 : Award of Bid – Ferguson Electric Inc.)

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30432 **RESOLUTION 2025-495** **ADOPTED**

Polling Place Lease Agreement (Clearfield) - CRS #5489

Authorize the Supervisor to sign a lease agreement between the Town of Amherst and the Erie County Board of Elections for use of the Clearfield Community Center as a polling place in 2025.

5/12/2025
Consent

FINANCIAL IMPACT:

A7141.02770: $200.00 in revenue

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

POLLING LOCATION LEASE AGREEMENT

CITY/TOWN & DISTRICTS

This agreement made on the _____ (date), by and between the **CLEARFIELD COMMUNITY CENTER,** hereinafter known and referred to as the **OWNER,** and the Board of Elections for the County of Erie, hereinafter referred to as the **TENANT.**

Witnesseth that said OWNER has agreed to let, and by these presents, does hereby grant, demise and let unto the said TENANT the following described premises:

CITY/TOWN DISTRICT(S): **AMHS 042, 043, 049, 052, 054.**
LOCATION: **CLEARFIELD COMMUNITY CENTER**
ADDRESS: **730 Hopkins Road, Williamsville, NY 14221**

The area to be leased is a room or location that has been pre-approved by the Board of Elections within the building suitable for registration and voting and which is as close as possible to a convenient entrance to such building that provides access, by ramp or otherwise, to physically disabled voters.

PRIMARY CONTACT: Mary Diana Pouli
PHONE NUMBER: 631-7132 x7532
EMAIL: mpouli@amherst.ny.us

DELIVERY CONTACT: Eric Guzdek
PHONE NUMBER: 716-207-2227 cell
EMAIL: eguzdek@amherst.ny.us

BUILDING OPENER: Tony Vega
CELL PHONE NUMBER: 716-207-2226
EMAIL: vegat@amherst.ny.us

As a place to hold official voter registrations and conduct elections in accordance with the provisions of the New York State Election Law on the dates listed below:

PRIMARY ELECTION: TUESDAY, JUNE 24, 2025
GENERAL ELECTION: TUESDAY, NOVEMBER 4, 2025

The TENANT agrees to pay the OWNER **$100** for each election listed above for the use of the **730 Hopkins Road, Williamsville, New York 14221.**

The TENANT is to have uninterrupted use and possession of the leased area on each said date from 5:30 am, being one-half hour prior to the opening of the polls until 9:30 pm, being one-half hour after the closing of the polls or until the inspectors have completed their work, whichever shall be later.

In the event an election is delayed or continues as a result of a common disaster to another date, the OWNER agrees to make available the leased area to the TENANT on said subsequent date.

The OWNER hereby agrees to open the building for delivery and pick up of the voting machine(s) on a date mutually agreed to by the parties, between the third and sixth day prior to the election and between the first and fourth day following the election.

Attachment: Polling Lease Agreement - Clearfield (RES-2025-495 : Polling Place Lease Agreement (Clearfield) - CRS #5489)

The OWNER hereby promises, covenants and acknowledges as follows:

A. To furnish necessary light, heat, and if available, cooling, to the leased area;
B. To provide and set up twelve chairs and four tables no less than 48" in length for each machine delivered to the leased area;
C. To ensure that the leased area is accessible to the public during the times heretofore specified and that the doors are opened;
D. That there is a functional restroom facility available for use by employees of the TENANT during said day; and
E. That political contributions by the OWNERS of a polling place are prohibited and that it is a misdemeanor for such OWNER to make, offer or promise any such political contribution as an inducement for the leasing of these premises.

The TENANT hereby promises, covenants and acknowledges as follows:

A. Not to use said premises, or any part thereof, for any purpose other than the official voter registration and election functions;
B. Not to let or sign over said premises, or any part thereof, to another without the prior written consent of the OWNER;
C. To punctually pay said rent as the same accrues; and
D. To take special care that no damage happens to the building, or any improvements or fixtures therein.

A breach of any promise or covenant made by the TENANT shall be reported by the OWNER to the commissioners of the Erie County Board of Elections as soon as practicable. If any damage shall occur to the leased premises as a result of the negligence by the TENANT or any of its agents or employees, the TENANT hereby agrees to cooperate with the OWNER in filing a claim for damages with the County of Erie. The County does not assume liability for the OWNER's obligation to maintain and operate the property, building, premises and ingress/egress thereto in a safe condition. Any reported incident related to election operations will be investigated and evaluated by Erie County in cooperation with the lessor.

The commissioners of the Board of Elections, no later than four weeks following the receipt of the fully executed lease agreement and the conclusion of the election, shall transmit to the Erie County Comptroller a voucher, in the form required by said comptroller, requesting prompt payment of the rental due to the OWNER in the amount stated above.

In the event that following the execution of this lease agreement, the premises shall become damaged, restricted, or placed under repair to such an extent that the leased area is no longer suitable for the conduct of voter registration and election, the TENANT shall have the right to terminate this lease agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above mentioned.

ERIE COUNTY BOARD OF ELECTIONS:

_____
Ralph M. Mohr, Commissioner of Elections

_____
Jeremy J. Zellner, Commissioner of Elections

OWNER: _____

BY: _____

PRINT NAME: _____

Attachment: Polling Lease Agreement - Clearfield (RES-2025-495 : Polling Place Lease Agreement (Clearfield) - CRS #5489)

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30433 **RESOLUTION 2025-496** **ADOPTED**

Polling Place Lease Agreement (Harlem) - CRS #5490

Authorize the Supervisor to sign a lease agreement between the Town of Amherst and the Erie County Board of Elections for use of the Harlem Road Community Center as a polling place in 2025.

5/12/2025
Consent

FINANCIAL IMPACT:

A 1620.02770 : $200.00 revenue

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

POLLING LOCATION LEASE AGREEMENT

CITY/TOWN & DISTRICTS

This agreement made on the _____ (date), by and between the **HARLEM ROAD COMMUNITY CENTER,** hereinafter known and referred to as the **OWNER,** and the Board of Elections for the County of Erie, hereinafter referred to as the **TENANT.**

Witnesseth that said OWNER has agreed to let, and by these presents, does hereby grant, demise and let unto the said TENANT the following described premises:

CITY/TOWN DISTRICT(S): **AMHS 008, 009, 011**.
LOCATION: **HARLEM ROAD COMMUNITY CENTER**
ADDRESS: **4255 Harlem Road, Amherst NY 14226**

The area to be leased is a room or location that has been pre-approved by the Board of Elections within the building suitable for registration and voting and which is as close as possible to a convenient entrance to such building that provides access, by ramp or otherwise, to physically disabled voters.

PRIMARY CONTACT: Mary-Diana Pouli

PHONE NUMBER: 631-7132 x7532

EMAIL: mpouli@amherst.ny.us

DELIVERY CONTACT: Rob Klumpp, Maintenance

PHONE NUMBER: 716-870-4779 cell

EMAIL: rklumpp@amherst.ny.us

BUILDING OPENER: Rob Klumpp, Maintenance

CELL PHONE NUMBER: 716-870-4779 cell

EMAIL: rklumpp@amherst.ny.us

As a place to hold official voter registrations and conduct elections in accordance with the provisions of the New York State Election Law on the dates listed below:

PRIMARY ELECTION: TUESDAY, JUNE 24, 2025
GENERAL ELECTION: TUESDAY, NOVEMBER 4, 2025

The TENANT agrees to pay the OWNER **$100** for each election listed above for the use of the **4255 Harlem Road, Amherst NY 14226.**

The TENANT is to have uninterrupted use and possession of the leased area on each said date from 5:30 am, being one-half hour prior to the opening of the polls until 9:30 pm, being one-half hour after the closing of the polls or until the inspectors have completed their work, whichever shall be later.

In the event an election is delayed or continues as a result of a common disaster to another date, the OWNER agrees to make available the leased area to the TENANT on said subsequent date.

The OWNER hereby agrees to open the building for delivery and pick up of the voting machine(s) on a date mutually agreed to by the parties, between the third and sixth day prior to the election and between the first and fourth day following the election.

Attachment: HARLEM ROAD COMMUNITY CENTER 2025 Primary General Election Lease Agreement (RES-2025-496 : Polling Place Lease

The OWNER hereby promises, covenants and acknowledges as follows:

A. To furnish necessary light, heat, and if available, cooling, to the leased area;
B. To provide twelve chairs and four tables no less than 48" in length for each machine delivered to the leased area;
C. To ensure that the leased area is accessible to the public during the times heretofore specified and that the doors are opened;
D. That there is a functional restroom facility available for use by employees of the TENANT during said day; and
E. That political contributions by the OWNERS of a polling place are prohibited and that it is a misdemeanor for such OWNER to make, offer or promise any such political contribution as an inducement for the leasing of these premises.

The TENANT hereby promises, covenants and acknowledges as follows:

A. Not to use said premises, or any part thereof, for any purpose other than the official voter registration and election functions;
B. Not to let or sign over said premises, or any part thereof, to another without the prior written consent of the OWNER;
C. To punctually pay said rent as the same accrues; and
D. To take special care that no damage happens to the building, or any improvements or fixtures therein.

A breach of any promise or covenant made by the TENANT shall be reported by the OWNER to the commissioners of the Erie County Board of Elections as soon as practicable. If any damage shall occur to the leased premises as a result of the negligence by the TENANT or any of its agents or employees, the TENANT hereby agrees to cooperate with the OWNER in filing a claim for damages with the County of Erie. The County does not assume liability for the OWNER's obligation to maintain and operate the property, building, premises and ingress/egress thereto in a safe condition. Any reported incident related to election operations will be investigated and evaluated by Erie County in cooperation with the lessor.

The commissioners of the Board of Elections, no later than four weeks following the receipt of the fully executed lease agreement and the conclusion of the election, shall transmit to the Erie County Comptroller a voucher, in the form required by said comptroller, requesting prompt payment of the rental due to the OWNER in the amount stated above.

In the event that following the execution of this lease agreement, the premises shall become damaged, restricted, or placed under repair to such an extent that the leased area is no longer suitable for the conduct of voter registration and election, the TENANT shall have the right to terminate this lease agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above mentioned.

ERIE COUNTY BOARD OF ELECTIONS:

_____
Ralph M. Mohr, Commissioner of Elections

_____
Jeremy J. Zellner, Commissioner of Elections

OWNER: _____

BY: _____

PRINT NAME: _____

Attachment: HARLEM ROAD COMMUNITY CENTER 2025 Primary General Election Lease Agreement (RES-2025-496 : Polling Place Lease

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Town Clerk
DOC ID: 30458

COMMUNICATION 2025-45 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 2695 Niagara Falls Boulevard

Letter from Sean Hopkins, Esq. regarding 2695 Niagara Falls Boulevard.

5/12/2025
Referred to Town Attorney

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

May 6, 2025

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: 2695 Niagara Falls Boulevard

Dear Supervisor Kulpa:

My client has entered into a contract to purchase the property at 2695 Niagara Falls Boulevard. My client's goal with respect to the purchase of this property is upgrade the existing vacant building and the property to make it is suitable for a local business. A color aerial photograph of the Project Site is attached as Exhibit "1".

The small property at 2695 Niagara Falls Boulevard consists of only approximately 0.42 acres, is zoned General Business District and the small commercial building on the property has been formerly utilized as a gas station and other commercial uses including a tourism information location. The current assessed value of the property is $335,000.00.

In connection with my client's due diligence, it has been determined that the property is subject to two large NYSDEC environmental liens resulting from the former clean-up of the property. The NYSDEC obtained a Judgment for the two environmental liens that was imposed against the property in the amount of $600,264.77 on January 22, 2016. The amount of the Judgment substantially exceeds the fair market value of the dilapidated and vacant property. The current owner of the property inherited it from a family member and does not have the necessary financial resources to make improvements to the property.

My client is requesting that the Town Board adopt a resolution authorizing Supervisor Kulpa to submit a letter to the NYSDEC in support of a request for the NYSDEC to remove the Judgment imposed against the property since this would allow my client to purchase the property and move forward with its planned improvements so that this highly visible property will not permanently remain vacant and in deplorable condition.

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.

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-05-06-25 (COM-2025-45 : Correspondence from Sean Hopkins, Esq. - 2695 Niagara Falls Boulevard)

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Steven Bengart, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: Kulpa-Ltr-05-06-25 (COM-2025-45 : Correspondence from Sean Hopkins, Esq. - 2695 Niagara Falls Boulevard)

EXHIBIT 1

Attachment: Kulpa-Ltr-05-06-25 (COM-2025-45 : Correspondence from Sean Hopkins, Esq. - 2695 Niagara Falls Boulevard)

ArcGIS Web Map



5/7/2025, 11:19:35 AM

1:1,128

0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

Town Boundary

Parcels

Maxar, Microsoft

Attachment: Kulpa-Ltr-05-06-25 (COM-2025-45 : Correspondence from Sean Hopkins, Esq. - 2695 Niagara Falls Boulevard)

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Town Clerk
DOC ID: 30417

COMMUNICATION 2025-46 **REFERRED**

Notice of Claim: Jennifer Truong Vs. Town of Amherst

5/12/2025
Referred to Town Attorney

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

Received
Amherst Town Clerk

Jennifer Truong

APR 29 2025 PM1:1

Amherst Town Clerk
5583 Main Street
Amherst, NY 14221

April 28, 2025

To whom it may concern,

I am writing to request reimbursement for tire damage caused at the northeast corner of N. Bailey Avenue and Meyer Road. On Tuesday, 3/25/25 at approximately 8pm while traveling around 30 mph, I hit a construction hole on N. Bailey Ave by the intersection with Meyer Road. Despite its size (several feet in length and width), this hole was not marked by cones and was only filled with gravel which appeared to have been kicked out by other cars. As a result, I saw it too late and could not swerve to avoid it due to its size and incoming traffic. This incident resulted in bulges in both passenger side tires, requiring replacement to prevent a blowout. I have documentation of the location and damage as well as a witness who was in the car with me at the time. My witness's name is Cole Longo. His address is He may be reached at I have also attached a document containing a quote from Pep Boys for a set of Pirelli Cinturato P7 tires, as those were the tires on my car at the time of the incident. While only two tires were damaged in the accident, a full set was quoted as a complete replacement was recommended for my AWD vehicle (2018 Mercedes CLA 250 4MATIC) to prevent potential damage to the drivetrain and further repair costs.

I am seeking reimbursement for the costs incurred, totaling $1006.11.

I am attaching photos of the location and damage to my tires along with the quote for reference.

Thank you in advance for your cooperation. I can be reached at or for any future communications.

Sincerely,

Jennifer Truong

Sworn before me this 29 day of Apr, 2025
personally appeared Jennifer Truong and
He/She provided dlc identification

HANNAH E. KELLEY
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01KE6441107
My Commission Expires Sept. 19, 2026

Attachment: DOC042925-04292025145629 (COM-2025-46 : Notice of Claim: Jennifer Truong Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Town Clerk
DOC ID: 30421

COMMUNICATION 2025-47 **REFERRED**

Notice of Claim: Lawrence Hunter Vs. Town of Amherst Highway Department

5/12/2025
Referred to Town Attorney

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

Tonawanda City Court
City Hall
200 Niagara Street
Tonawanda, NY 14150

MAY 2 2025 AM9:

Town of Amherst Highway
Department
1042 N. Forest Rd
Williamsville, NY 14221

ELECTRONIC RETURN RECEIPT REQUESTED

A Guide to Small Claims Court is available at the Court addressed above
(https://www.nycourts.gov/courthelp/pdfs/SmallClaimsHandbook.pdf)

State of New York, County of Erie
Tonawanda City Court Small Claim Part

Index No: **SC-000037-25/TO**
05/21/2025 9:00 AM

To all named Defendants:
Town of Amherst Highway Department, at 1042 N. Forest Rd, Williamsville, NY 14221

TAKE NOTICE that the following Claimant(s): **Lawrence Hunter, at** has/have asked judgment in this Court against you for **$4,600.00** together with costs upon the following claim(s): **Property Damage for $4,600.00** Additional detail (if any): **Highway Dept. payloader dumped tons of snow onto my driveway apron, damaging and breaking the concrete. Was told by Pat Lucey they would repair it, but did not.**
There will be a Hearing before the Court on this claim on: **May 21, 2025 at 9:00 AM in the Small Claim Part, Room: 1, at the Tonawanda City Court located at: City Hall, 200 Niagara Street, Tonawanda, NY 14150**

You must appear and bring this notice with you.
For instructions, go to https://nycourts.gov/appear

You **MUST** attend and present your defense and any counterclaim you may desire to assert at the Hearing set forth above (a corporation must be represented by an attorney or any authorized officer, director or employee). **IF YOU (OR YOUR ATTORNEY) DO NOT ATTEND, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT EVEN THOUGH YOU MAY HAVE A VALID DEFENSE.** If your defense or counterclaim, if any, is supported by witnesses, account books, receipts or other documents, you must produce them at the Hearing. The Clerk, if requested, will issue subpoenas for witnesses, without charge. However, there may be a fee to serve the subpoena.

NOTE: If you desire a jury trial, you must, before the day upon which you have been notified to appear, file with the Clerk of the Court a written demand for a trial by jury. You must also pay to the Clerk a jury fee of **$70** and file an undertaking in the sum of **$50** or deposit such sum in cash to secure the payment of any costs that may be awarded against you. You will also be required to make an affirmation specifying the issues of fact which you desire to have tried by a jury and stating that such trial is desired and demanded in good faith. Under the law, the Court may award up to **$25,** as additional costs to the Claimant if a jury trial is demanded by you and a decision is rendered against you.

If you wish to present a counterclaim against the Claimant, you must do so by filing with the Clerk of the Court a statement containing such counterclaim within five days of receiving this Notice of Claim. At the time of such filing you must pay the Clerk a filing fee of **$5** plus the cost of postage to send your counterclaim by first class mail to the Claimant. If you fail to file a counterclaim within this five-day period, you retain the right to file the counterclaim until the time of the Hearing, but the Claimant may request and obtain an adjournment of the Hearing to a later date.

If you admit the claim, but desire time to pay, you must attend on the day set for the Hearing and state to the Court your reasons for desiring time to pay.

Please read the additional information on the back of this notice

Dated: 04/23/2025

Stacey Bush
Chief Clerk

Attachment: DOC050225-0502202509190 4 (COM-2025-47 : Notice of Claim: Lawrence Hunter Vs. Town of Amherst Highway Department)

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Town Clerk
DOC ID: 30425

COMMUNICATION 2025-48

REFERRED

Notice of Claim: State Farm A/S/O Jean M Prosser Vs. Town of Amherst

5/12/2025
Referred to Town Attorney

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

Providing Insurance and Financial Services
Home Office, Bloomington, IL

State Farm®

April 17, 2025

Town Of Amherst
5583 Main St
Williamsville NY 14221-5488

Subrogation Services
PO Box 106172
Atlanta GA 30348-6172

MAY 5 2025 AM 11:25

RE:	Claim Number:	52-76V9-79V
	Our Insured:	Jean M Prosser
	Date of Loss:	November 12, 2024
	Your Insured:	Town Of Amherst
	Your Insured Driver:	Highway Department, Town Of Amherst
	Loss Location:	1070 Dodge Rd And Brenridge Dr, Amherst, NY

To Whom It May Concern:

Facts of Loss:
State Farms insured was making a right hand turn and a vehicle from the Town of Amherst rear ended them.

It is our understanding that you are self insured. Our investigation indicates you are responsible for this claim. Therefore, we are seeking recovery from you. This letter is to notify you of our subrogation claim and request your cooperation in settling this matter.

To assist you in your review, here is a breakdown of the amounts State Farm® paid by Cause of Loss:

041/045 - Uninsured Motorist BI	$
042 - Uninsured Motorist PD	$
300 series/400 - Comp/Collision	$
501 - Rental/Loss of Use	$
600-050 - Med Pay/PIP	$1,722.89
Other	$
Salvage Recovery	$
Amount State Farm Paid	$10,005.72
Insured Deductible	$1,000.00
Total Claim Amount	$11,005.72

Based on the assessment of liability between the parties, State Farm Mutual Automobile Insurance Company is seeking 100% of the Total Claim Amount listed above. The amount payable to State Farm Mutual Automobile Insurance Company for this loss is $1,722.89.

Attachment: DOC050525-05052025132159 (COM-2025-48 : Notice of Claim: State Farm A/S/O Jean M Prosser Vs. Town of Amherst)

Please remit payment of this claim and include our claim number on the payment. If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you. Thank you for your cooperation.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provided for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

If you have questions or need assistance, call us at (877) 787-8276 Ext. 2079.

Sincerely,

Tracy Johnston
Claim Associate
(877) 787-8276 Ext. 2079
statefarmclaims@statefarm.com

For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at (877) 787-8276 Ext. 2079 to discuss sensitive information.

State Farm Mutual Automobile Insurance Company

Attachment: DOC050525-05052025132159 (COM-2025-48 : Notice of Claim: State Farm A/S/O Jean M Prosser Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Town Clerk
DOC ID: 30412

COMMUNICATION 2025-49 **REFERRED**

Notice of Verified Petition and Verified Petition: Bevilacqua Development, L.P. Vs. Town of Amherst and Town of Amherst Zoning Board of Appeals Et Al.

5/12/2025
Referred to Town Attorney

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

15.5.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

BEVILACQUA DEVELOPMENT, L.P.

Plaintiff,

vs.

TOWN OF AMHERST,

and

TOWN OF AMHERST ZONING BOARD OF APPEALS,

And

JOHN DOES,

Defendants.

NOTICE OF VERIFIED PETITION

Index No.:

TO THE ABOVE-NAMED RESPONDENTS:

PLEASE TAKE NOTICE that upon the annexed Verified Petition of Jonathan Bevilacqua with Exhibits (the "Petitioner"), an application will be made to this Court by the Petitioner at the Erie County Supreme Court Building, 25 Delaware Avenue, Buffalo, NY 14202 on the ___ day of _____, 2025 at _____ AM/PM, or at such other date and time as this Court may determine for an Order and Judgement, pursuant to CPLR Article 78, New York State Town Law § 267-c and the Town of Amherst Code:

(1) Vacating, annulling, and declaring illegal, invalid, null and/or void the Zoning Board of Appeals decision declaring the variance before them to be a use variance;

(2) Declaring the failure of the Zoning Board of Appeals to grant Petitioner's area variances as requested in Petitioner's application to be arbitrary, capricious and

APR 24 2025 AM 10:5(

Attachment: DOC042425-042420251432335 (COM-2025-49 : Notice of Verified Petition and Verified Petition: Bevilacqua Development, L.P. Vs.

illegal.

(3) Approving Petitioner's variance application as set forth in Petitioner's application;

(4) Awarding Petitioner money damages for costs directly incidental to the Town Board's decision; and

(5) Granting other and such further relief as this Court deems just and proper, including the Petitioner's costs and disbursements.

A Verified Answer and any Affidavits in Support must be served at least five (5) days before the return date of this proceeding. Erie County is designated as the venue of this proceeding as the Respondents are in said county. Additionally, the property is in Erie County and that is where the relevant conduct took place.

DATED: April 14, 2025
Clarence, New York

BLOCK, LONGO, LaMARCA & BRZEZINSKI, P.C.

By /s/ Jeffery D. Palumbo
Jeffery D. Palumbo, Esq.
Attorneys for Petitioner
9276 Main Street, Suite 3
Clarence, New York 14031
Telephone: 716-317-0667
jpalumbo@blockandlongo.com

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

Town of Amherst Zoning Board of Appeals
5583 Main Street
Williamsville, New York 14221

Attachment: DOC042425-042420251432335 (COM-2025-49 : Notice of Verified Petition and Verified Petition: Bevilacqua Development, L.P. Vs.

15.5.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

BEVILACQUA DEVELOPMENT, L.P.,

Petitioner,

vs.

TOWN OF AMHERST

and

TOWN OF AMHERST ZONING BOARD OF APPEALS

and

JOHN DOES,

Respondents.

VERIFIED PETITION

Index No.:

The Petitioner, Bevilacqua Development, L.P. (the "Petitioner") for his Verified Petition with Exhibits, by his attorneys, Block, Longo, LaMarca & Brzezinski, P.C., alleges as follows:

INTRODUCTION

The Petitioner herein brings this hybrid proceeding against Respondents as follows:

1. Pursuant to CPLR Article 78, the New York State Town Law §267-c, and the Town of Amherst Town Code for an Order and Judgement vacating, annulling and declaring illegal, invalid, null and/or void the decision of the Town of Amherst Zoning Board ("Zoning Board") denying Petitioner's request for two variances for the property located at 2577 Millersport Highway, Getzville, New York 14068, SBL #41.15-1-18 (the "Property") as hereinafter described and for a further Order and Judgment granting said Permit Application.

2. In the alternative, Petitioners bring this Declaratory Judgement action pursuant to

Attachment: DOC042425-042420251432335 (COM-2025-49 : Notice of Verified Petition and Verified Petition: Bevilacqua Development, L.P. Vs.

15.5.a

Sections 3001 and 3017 of the Civil Practice Law and Rules (CPLR) seeking a judgement from the Court vacating the action by the Zoning Board of Appeals and approving the variances as set forth in Petitioner's application.

PARTIES

3. The Petitioner is a Limited Partnership having an address at 9332 Transit Road, East Amherst, NY 14051 and is the contract vendee of the Property which is the subject of this proceeding.

4. The Respondent, Town of Amherst (the "Town"), is a municipal corporation with offices at 5583 Main Street, Williamsville, New York 14221.

5. The Respondent, Town of Amherst Zoning Board ("Town Board"), is the legislative body of the Town with offices at 5583 Main Street, Williamsville, New York 14221.

6. Upon information and belief, Respondents, John Does, are other persons that are named in this proceeding; they are necessary parties that have not yet been identified.

THE PROPERTY AND ZONING

7. The Property is located at 2577 Millersport Highway, Getzville, NY 14086, SBL No.: 41.15-1-18.

8. The Property is currently zoned Neighborhood Business (NB).

APPLICATION FOR VARIANCES

9. On or about December 13, 2024, the Petitioner filed an application seeking two area variances for the purpose of installing a drive onto an existing building. A copy of the application is attached hereto as **Exhibit A.**

10. The application requested the ZBA to grant the following variances:

Attachment: DOC042425-042420251432335 (COM-2025-49 : Notice of Verified Petition and Verified Petition: Bevilacqua Development, L.P. Vs.

15.5.a

a. An Area Variance from §203-4-3-2 of the Amherst Zoning Code to allow a drive through facility in the NB District, where drive throughs are not permitted.

b. An Area Variance from §203-4-3-2 of the Amherst Zoning Code to allow placement of an order board 20' from a residential boundary when the code required 100'.

11. Importantly, the Town of Amherst requires Petitioners to submit an application for review by the Planning Department, prior to the Town's acceptance for filing.

12. On December 2, 2024, Petitioner's Attorney forwarded the Variance Application to Town of Amherst Zoning Officer Dan Ulatowski for review and acceptance for filing. As Zoning Officer, it is up to Mr. Ulatowski to determine the acceptability of the Application. A copy of the December 2, 2024 email is attached as **Exhibit B.**

13. Zoning Officer Ulatowski responded by email on December 2, 2024 questioning whether the variance for the drive-through should be treated as an area or use variance, and requested a copy of the case of Mobil Oil Corp. v. Village of Manaroneck Board of Appeals, which Petitioner alleged shows the drive through should be treated as an area variance. A copy of the December 2, 2024 emails and Mobil case are attached as **Exhibit C.**

14. The distinction is important, as the standard for approval is far more difficult for Use Variances.

15. To obtain a Use Variance, an applicant must make a showing that the zoning ordinance and its restrictions have caused unnecessary hardship. To support this position, Petitioner must demonstrate that for every permitted use in the underlying zoning district the following:

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Attachment: DOC042425-042425143235 (COM-2025-49 : Notice of Verified Petition and Verified Petition: Bevilacqua Development, L.P. Vs.

15.5.a

(1) The applicant cannot realize a reasonable return, provided that lack of return is substantial as demonstrated by competent financial evidence; (2) that the alleged hardship relating to the property in question is unique, and does not apply to a substantial portion of the district or neighborhood; (3) that the requested use variance, if granted will not alter the essential character of the neighborhood; and (4) that the alleged hardship has not been self-created.

16. The standard for Area Variances is much more lenient, in that Petitioner must show the benefit in having the variances granted outweighs any potential detriment to the health and safety of the neighborhood. To make this determination, the Zoning Board must consider the following:

(1) whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance; (3) whether the requested area variance us substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created, which consideration shall be relevant to the decision of the board of appeals, but shall not necessarily preclude the granting of the area variance.

17. On December 12, 2024, Zoning Board Officer Ulatowski determined that the request for the drive through constituted an area variance. See Ulatowski email attached as **Exhibit D.**

18. On or about January 3, 2025, the Amherst Town Clerk sent a Notice of Hearing

Attachment: DOC042425-042420251432335 (COM-2025-49 : Notice of Verified Petition and Verified Petition: Bevilacqua Development, L.P. Vs.

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15.5.a

which confirmed "your request for an Area Variance" was placed on the ZBA agenda of January 14, 2025. Said Letter is attached as **Exhibit E.**

19. On January 14, 2025, the ZBA held a hearing on Petitioner's request for the two variances. The ZBA adjourned the hearing after hearing objections from adjacent property owners. The ZBA then encouraged the parties to work together in an attempt to reach a compromise prior to the next ZBA hearing.

20. Following the January hearing, Petitioner modified the site plan by relocating the order board 46.61' from the property line, an increase of 26.1'. A copy of the modified site plan is attached as **Exhibit F.**

21. On February 5, 2025, Zoning Officer Ulatowski emailed Petitioner's Attorney with several suggested plan modification alternatives. A copy of attached as **Exhibit G.**

22. On February 10, 2025, the Amherst Town Clerk once again confirmed the request as area variances. See letter attached as **Exhibit H.**

23. On February 18, 2025, the Petitioner submitted three site plans to the ZBA in advance of the February 18th hearing. The plans included the original proposal, the revised plan, and the Town Planning Department Alternative. The plans are attached as **Exhibit I.**

24. Due to the health of the neighbors' attorney the ZBA adjourned the February 18th hearing without testimony.

25. In the interim, Petitioner's attorney offered several times to meet with the neighbors' attorney with no success.

26. On or about March 8, 2025, approximately 90 days after concluding the application was for area variances, Zoning Officer Ulatowski provided a copy of a Legal Memorandum from the outside Counsel, Hodgson Russ LLP, which concluded that the

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Attachment: DOC042425-042420251432335 (COM-2025-49 : Notice of Verified Petition and Verified Petition: Bevilacqua Development, L.P. Vs.

15.5.a

application for the drive through should be considered a use variance, due to the projected increase in traffic on the property.

27. On the same date, March 8, 2025, Petitioner's attorney also submitted a Legal Memorandum rebutting the position taken by Town Counsel. Copies of the two Memorandum are attached as **Exhibit J.**

28. On or about March 18, 2025, Petitioner's attorney met with Mr. Ulatowski approximately 3 hours prior to the Zoning Board Hearing. At that time, Mr. Ulatowski indicated that no decision had been made and the Town was waiting for a legal opinion from soon to be appointed Town attorney Steve Bengart. Further, Mr. Bengart would not make a recommendation that evening as he was just becoming involved, therefore, the hearing would be adjourned.

29. That despite these assurances from Mr. Ulatowski, the Zoning Board, at the start of the hearing on March 18, 2025, announced they had decided, with no discussion or justification, that the request was for a Use Variance. Accordingly, Petitioner was denied the opportunity to present the variance application to the Zoning Board.

AS AND FOR A FIRST CAUSE OF ACTION FOR ARBITARY, CAPRICIOUS AND ILLEGAL ACTION

30. The Petitioner repeats and realleges the allegations of paragraphs 1 through 29 of the Petition as set forth herein.

31. The Town Board's actions constituted a denial of the variance application and therefore was arbitrary, capricious, and illegal for the following reasons:

a. The ZBA erred in determining the variance for the drive through was a use variance.

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Attachment: DOC042425-042420251432335 (COM-2025-49 : Notice of Verified Petition and Verified Petition: Bevilacqua Development, L.P. Vs.

15.5.a

b. The ZBA's determination that the application for the drive through was for a use variance constituted a denial of the Petitioner's area variance request and as such was arbitrary and capricious.

c. The ZBA's failure to even discuss this decision or make any findings whatsoever was arbitrary and capricious.

AS AND FOR A SECOND CAUSE OF ACTION FOR ARBITARY, CAPRICIOUS AND ILLEGAL ACTION

32. The Petitioner repeats and realleges the allegations of Paragraphs 1 through 31 as though set forth therein.

33. The Zoning Officer determined upon acceptance of the Variance Application on or about December 12, 2024, that the application was for area variances.

34. That any challenge to that determination was required to be made within 60 Days after the decision of the Code Enforcement Zoning Officer, pursuant to Section 267-a of New York State Town Law.

35. That since no challenge was made within 60 days, the determination of the Zoning Officer must stand, therefore the application is for area variances.

AS AND FOR A THIRD CAUSE OF ACTION FOR A DECLARATORY JUDGMENT GRANTING THE VARIANCE

36. Petitioners repeat and reallege the allegations of Paragraphs 1 through 35 of the Petition as set forth herein.

37. That the decision of the Zoning Board to refrain from hearing Petitioner's application for area variances constituted a denial of Petitioner's right to due process and results in a confiscatory violation of the Constitution.

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Attachment: DOC042425-042420251432335 (COM-2025-49 : Notice of Verified Petition and Verified Petition: Bevilacqua Development, L.P. Vs.

15.5.a

38. Accordingly, the decision of the Zoning Board to declare the application for a drive through as a use variance should be annulled and the area variances granted.

AS AND FOR A FOURTH CAUSE OF ACTION, PETITIONERS ALLEGE AS FOLLOWS

39. Petitioners repeat and reallege the allegations of Paragraphs 1 through 38 of the Petition as set forth herein.

40. Upon information and belief, and/or as may be further determined upon filing of the record of proceedings, the Zoning Board decision, and any other issues regarding the matter that may otherwise by in violation of any laws, regulations, and procedure and or arbitrary and capricious.

WHEREFORE, Petitioners respectfully request that this Court grant the following relief:

1) Pursuant to CPLR Article 78, the New York State Town Law Section 267-c and the Town of Amherst Zoning Code an Order determining the actions taken by the Zoning Board to be arbitrary, capricious and invalid as a matter of law;
2) An Order declaring the Zoning Board's attempt to treat Petitioner's request as a use variance null and void as the time period within which to appeal the Zoning Officer's determination that Petitioner's requests for variances were in fact area variances pursuant to Section 267-a of the New York State Town Law had expired; and
3) Pursuant to CPLR 3001 and 3017 a judgment declaring the March 18, 2025 Decision of the Zoning Board invalid, null and void and a further judgment granting the variances requested by Petitioner.

Attachment: DOC042425-042420251432335 (COM-2025-49 : Notice of Verified Petition and Verified Petition: Bevilacqua Development, L.P. Vs.

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15.5.a

DATED: April 14, 2025
Clarence, New York

BLOCK, LONGO, LaMARCA & BRZEZINSKI, P.C.

By /s/ Jeffery D. Palumbo
Jeffery D. Palumbo, Esq.
Attorneys for Petitioner
9276 Main Street, Suite 3
Clarence, New York 14031
Telephone: 716-317-0667
jpalumbo@blockandlongo.com

Attachment: DOC042425-042420251432335 (COM-2025-49 : Notice of Verified Petition and Verified Petition: Bevilacqua Development, L.P. Vs.

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

Francina J. Spoth
Town Clerk

Meeting: 05/12/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30447 **RESOLUTION 2025-497** **ADOPTED**

Public Improvement Permit No. 3136 Sanitary Sewer – Sawyers Landing (50 Dodge Road) 2005.008C/SP-2021-05

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $16,111.50.

We are sending three (3) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $15,000.00 which will be held in escrow to cover the inspection costs, and one in the amount of $961.50 to cover the televising cost and to be deposited in the SS District account G9000-02377.

At this time, we are asking for your approval of the application for PIP No. 3136.

Thank you for considering this request.

5/12/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $16,111.50.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: May 5th, 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 $ 150,000

Address and/or Subdivision Name: Sawyer's Landing **Town of Amherst Job:** SP-2021-05/2055.008C

Description and location of improvements including quantities: Installation of 642 LF of 8" sdr-35 public sanitary main and 2 sanitary structures.

	Name	Address	Phone
Owner:	Sawyer's Landing, LLC	43 Central Ave Lancaster NY 14086	(716)-912-0969
Engineer/Designer:	Carmina Wood Deisgn	80 Silo City Row Buffalo NY 14203	(716)-842-3165
Contractor:	Kimil Construction	493 Kennedy Rd, Suite 100 Cheektowaga NY 14227	(716) 432-6947

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	15,000
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	961.50
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	N/A
TOTAL FEE	$16,111.50

Owner sign Here

William T. Severyn
Please Print Name

43 Central ave
Address

Lancaster NY 14086 716-912-0969
City State zip Phone

Subscribed and sworn to before me this 6th Day of May, 20 25

Paula L. Kozlowski
Notary Public, Erie County, New York

No. 01KO4915439
Qualified in Wyoming County
My Commission Expires December 21, 20 29

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.

Director of Engineering Services: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. PIP 3136

_____
Town Clerk

Rev. 1/10/2025

Attachment: PIP 3136 - Sawyers Landing_Public Sanitary (RES-2025-497 : Public Improvement Permit No. 3136)