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

Tuesday, May 27, 2025 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Patrick Mallon, Daniel O'Donnell, and Fredrick J. Postolese III

II. INVOCATION

Supervisor Kulpa

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on May 27, 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	Absent	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Steven B. Bengart	Town of Amherst	Town Attorney	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Dan Howard	Town of Amherst	Planning Director	Present	

V. MINUTES APPROVAL

1. Monday, May 12, 2025

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Councilmember Szukala recognized the Amherst Police Department annual Awards Ceremony.

Councilmember Marinucci recognized the Amherst Youth Consortium Volunteer Appreciation.

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2025-498

Parking Restriction at the Dead-End of Sierra Drive

A public hearing to establish a parking restriction during night hours completely around the dead-end of Sierra Drive.

"Parking is hereby restricted on all sides of the Sierra Drive dead-end, including the turnaround and parking areas, between the hours of 10 p.m. and 6 a.m. between the west property line of 254 Sierra Drive to west property line of 255 Sierra Drive. Total distance of the parking restriction is 485 feet as measured along the edge of pavement."

5/27/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was opened at 7:06 PM.

Chris Schregel, Traffic-Safety Coordinator, presented.

The following resident spoke:
Dave Howard, 194 Roycroft Blvd

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was closed at 7:13 PM.

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

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

2. Resolution 2025-499

3230 & 3238 Millersport Highway Rezoning

Request to rezone 3230 & 3238 Millersport Highway from R-3 to MFR-4A.

5/27/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was opened at 7:13 PM.

Attorney Sean Hopkins presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the June 23rd Town Board meeting, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was closed at 7:21 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 6/23/2025 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Berger, Szukala, Marinucci	
ABSENT:	Lavin	

VIII. DEVELOPMENT REVIEW ACTIONS

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. 9/11 Commemoration Committee

Membership is unlimited.

2. **Amherst Committee on Disabilities**

3. **Amherst Community Diversity Commission**

4. **Amherst Conservation Advisory Council**

5. **Amherst Government Financial Advisory Board**

6. **Amherst Industrial Development Agency**
   Membership is full.

7. **Amherst Veterans Committee**

8. **Arts & Culture in Public Places Board**

9. **Board of Assessment Review**
   Membership is full.

10. **Board of Electrician Examiners**
    Membership is full.

11. **Board of Ethics**
    Membership is full.

12. **Board of Plumbing and Drainage Examiners**
    Membership is full.

13. **Design Advisory Board**

14. **Employee Suggestion Program Merit Award Board**
    Membership is full.

15. **Employee Suggestion Review Committee**

16. **Energy Conservation Citizens Advisory Committee**

17. **Freedom of Information Law (FOIL) Board**
    Membership is full.

18. **Glen Park Joint Board**

19. **Historic Preservation Commission**
    Membership is full.

20. **Information Technology Advisory Committee**

21. Library Board of Trustees

22. Minority / Woman Owned Business

23. Open Government Advisory Board

24. Planning Board

Membership is full.

25. Recreation Commission

26. Recycling and Waste Committee

27. Senior Services Advisory Board

28. Traffic Safety Board

Membership is full.

29. Youth Board

Adult vacancies (6), Youth vacancies (0)

30. Zoning Board of Appeals

Membership is full.

X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. Public Expression was opened at 7:22 PM.

The following speakers addressed the Town Board:
Tom Frank, Main St - Glen Park Joint Board
Spike Mertes, 170 Troy Del Way - transparency and the Westwood deal
John Trabert, 234 Mt Vernon Rd - CIP amendment and Eggert Road community center

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 4-0. Public Expression was closed at 7:31 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

1. Resolution 2025-500

Amherst Community Diversity Commission Election of Officers

WHEREAS, on March 11, 2025, a Amherst Community Diversity Commission (ACDC) meeting was called to order to elect new members for three officer positions; and

WHEREAS, Chair Dr. Devgun announced his decision to resign from the role of the Chair; and

WHEREAS, the former Chair, Dr. Devgun, opened a motion to accept nominations from the floor to elect a new chair, vice chair and secretary; and

WHEREAS, member Zhen Liu accepted the nomination by two members and the ACDC members unanimously voted to elect Zhen to serve as Chair; and

WHEREAS, Dr. Devgun expressed interest in serving as Vice Chair and the ACDC members unanimously nominated and voted to elect Dr. Devgun to serve as Vice Chair; and

WHEREAS, member Solomon Joseph accepted the nomination by Zhen Liu, and the ACDC members unanimously elected Solomon to serve as Secretary;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorize the ACDC recommendations for the nominations and elections of Zhen Liu as the Chair and Dr. Mohan Devgun as the Vice Chair for the remainder of their terms which expires on 12/31/2025, and Solomon Joseph to serve as Secretary for the remainder of his term which expires on 12/31/2026.

5/27/2025
Consent

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

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2025-501

North Bailey Senior Shelter (Bond Resolution - $335,000)

AGENDA ITEM : MAY 27th, 2025

TO: **Town Board**

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

DATE: **May 21, 2025**

RE: **North Bailey Senior Shelter**
2025-2030 C.I.P. – Project YR-10A
Bond Resolution - $335,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $335,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item – May 27, 2025**)
Jennifer Adams, CPA, Interim Comptroller (*w/attachments*)

Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Sean Pellow, Director of Facilities (*w/attachments*)

5/27/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 4-0.

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

2. Resolution 2025-502

North Forest Park Renovations (Bond Resolution - $325,000)

AGENDA ITEM : MAY 27th, 2025

TO: **Town Board**

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

DATE: **May 21, 2025**

RE: **North Forest Park Renovations**
2025-2030 C.I.P. – Project YR-9A
Bond Resolution - $325,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $325,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item – May 27, 2025**)
Jennifer Adams, CPA, Interim Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Sean Pellow, Director of Facilities (*w/attachments*)

5/27/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 4-0.

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

3. Resolution 2025-503

License Agreement - 176 Londonderry Lane (Mohammad/Nargis) (CRS# 5561)

AGENDA ITEM : MAY 27th, 2025

TO: **Town Board**

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

DATE: **May 21, 2025**

RE: **Request for License Agreement (CRS #5561)**
Installation and Placement of Existing Fence
Property Located At:
176 Londonderry Lane, Getzville, New York 14068

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

The owners of the above-referenced property are seeking permission to install and place an existing fence that encroaches into a Town-owned Public Drainage easement, the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Highway Department.

Thank you for your consideration.

NMB:hs
Attachment
c: Timothy Koller, Deputy Town Clerk (*w/attachment*)
(**Agenda Item: May 27, 2025**)
Steve Floss, Highway Superintendent *(w/attachment*)
Craig Schreck, General Crew Chief (*w/attachment)*

5/27/2025
Consent

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

B. TOWN CLERK:

1. Resolution 2025-504

Peddler & Transient Permit Fees

Whereas, the fees for Peddler and Transient Permits have not increased in over ten (10) Years; and

Whereas, the Town of Amherst's permit fees are currently lower than other neighboring or local municipalities in the County of Erie; and

Whereas, many of the applicants do not permanently reside in the Town of Amherst, and the companies they are employed by do not have headquarters in the Town of Amherst.

Now, Therefore, Be It resolved, that the Town of Amherst will implement a new and reasonable fee schedule starting June 1st, 2025. The Fees will be as follows:

License Type:	Fee/ Valid for 90 Days
Peddler/Solicitor	$225
Transient	$225

5/27/2025
Consent

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

2. Resolution 2025-505

Amusement License for D'Avolio Inc. - 9570 Transit Road

Request by D'Avolio Inc, for a First Class Amusement License to hold an outdoor event at 9570 Transit Rd. on June 8, 2025 from 12pm – 4pm.
Supervising Code Enforcement Officer recommends a fee of $25.00.

The following conditions apply:

- That all fire lanes be kept clear at all times.
- For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will be require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

5/27/2025
Consent

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

3. Resolution 2025-506

Amusement License - the Amberleigh

Request by The Amberleigh for a First Class Amusement License to hold the following events: June 19, 2025 (6:00pm -7:00pm), July 18, 2025 (1:00pm – 2:00pm), and August 14, 2025 (6:00pm – 7:00pm)
Supervising Code Enforcement Officer recommends a fee of $5.00 per day.

The following conditions apply:

- That all fire lanes be clear and maintained at 20.00 Feet wide at all times.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

5/27/2025
Consent

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

4. Resolution 2025-507

New Firefighter for North Bailey Fire Company

New firefighter for the North Bailey Fire Company lives in the Town of Amherst and resides within the North Bailey fire district.

Angel Osorio
4740 N. Bailey Ave
Amherst, NY 14226

5/27/2025
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2025-508

Budget Transfers and 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:***
A1620.1000 Personal Svcs $13,600.00	A1410.1000 Personal Svcs $13,600.00
A1620.8030 FICA $1,040.40	A1410.8030 FICA $1,040.40

To transfer funds from Building Maintenance to Town Clerk for seasonal hire for records project.

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
N2440.02785 AMH HOME- PI $3,012.75	N2440.4000 Contractual $3,012.75
N2454.02785 HOME Admin- PI $334.75	N2454.4003 10% Admin $334.75

To recognize Community Development program income from 19 Manser, Amherst.

N2440.02785 AMH HOME- PI $170.00	N2440.4000 Contractual $170.00

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

N2440.02785 AMH HOME- PI $6,458.85	N2440.4000 Contractual $6,458.85

N2454.02785 HOME Admin- PI $717.65 N2454.4003 10% Admin $717.65
To recognize Community Development program income from 271 Buckeye, Amherst.

5/27/2025
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2025-509

Award RFP #202501 Professional Planning & Grant Services - CRS #5507-5518 & CRS #5520-5524

WHEREAS, the Contract Compliance and Administration Department received proposals on February 27, 2025 for RFP #202501 Professional Planning and Grant Services; and

WHEREAS, the RFP process resulted in responses from thirty (30) vendors in nine different categories (Inventory and Analyses, Community Planning, Architecture and Urban Design, Grant Preparation and Administration, Public Engagement, Development Regulations, Environmental Review & Report Preparation, Transportation/Traffic Analysis, and Economic Development); and

WHEREAS, a review committee compromised of various Town staff reviewed the proposals and the results are recorded in the attached RFP Evaluation Sheets; and

WHEREAS, the vendors and CRS identification numbers are as follows:

Vendor	**CRS #**
Architectural Resources	5507
Azar Design Co.	5508
Barton & Loguidice	5509
Camoin Associates	5510
ClarionAssociates	5511
Colliers Engineering & Design	5512
Creighton Manning	5513
C&S Companies	5514
Dover Kohl	5515
Environmental Design & Research	5516
Fisher Associates	5517
Highland Planning	5518
MRB Group	5520
Nelson Nygaard	5521

Rotella Grant Management	5522
Molly Vendura Landscape Architect, PLLC	5523
Wendel Companies	5524

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award Planning/Grant Term Agreements to the vendors identified above, a sample of which is attached to this resolution; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the individual term agreements; 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.

5/27/2025
Consent

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

2. Resolution 2025-510

Award Bid #2025019 Busing - CRS #5546

WHEREAS, the Contract Compliance and Administration Department received bids on May 8, 2025 for Busing; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Erie Bus Inc., dba WNY Bus Co.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Erie Bus Inc., dba WNY Bus Co.

5/27/2025
Consent

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

3. Resolution 2025-511

Award Bid #2025018 Police Vehicles - CRS #5551

WHEREAS, the Contract Compliance and Administration Department received bids on May 1, 2025 for Bid #2025018 Police Vehicles; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Police Department to trade in the vehicle listed in the table below:

Car#	Year	Make	Model	VIN #	Trade In Amount
102	2023	Ford	Explorer	1FM5K8AB4PGA81838	$6,500
103	2023	Ford	Explorer	1FM5K8AB3PGA06841	$6,500
106	2023	Ford	Explorer	1FM5K8AB4PGA35927	$6,500
112	2023	Ford	Explorer	1FM5K8ABXPGA03368	$6,500
113	2023	Ford	Explorer	1FM5K8AB2PGA06992	$7,000
114	2023	Ford	Explorer	1FM5K8AB9PGA05631	$7,000
123	2023	Ford	Explorer	1FM5K8AB2PGA81837	$7,500
123b	2022	Ford	Explorer Hybrid	1FM5K8AW3NNA00212	$8,000
152	2014	Chev	Tahoe	1GNLC2E05ER209799	$7,000
162	2014	Ford	Explorer	1FM5K8AR5EGC49593	$4,000
180	2016	Ford	Taurus	1FAHP2MK7GG119337	$3,000
		TOTAL			**$69,500**

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

5/27/2025
Consent

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

4. Resolution 2025-512

Award Bid #2025012 Parking Lot Crack Fill, Seal Coat & Striping - CRS #5553

WHEREAS, the Contract Compliance and Administration Department received bids on April 10, 2025 for Parking Lot Crack Fill, Seal Coat and Striping; and

WHEREAS, the bid process resulted in responses from five (5) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Baughman Magic Seal, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Baughman Magic Seal, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System so work can begin as soon as possible.

5/27/2025
Consent

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

5. Resolution 2025-513

Award Bid #2025007 Disposal of Wastewater Sludge, Grit & Screenings - CRS #5558

WHEREAS, the Contract Compliance and Administration Department received bids on

February 20, 2025 for Disposal of Wastewater Sludge, Grit and Screenings; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Modern Disposal Services, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Modern Disposal Services, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current contract is currently under a short-term extension while terms were being negotiated with vendor.

5/27/2025
Consent

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

6. Resolution 2025-514

Award Bid #2025020 Calcium Nitrate Solution - CRS #5559

WHEREAS, the Contract Compliance and Administration Department received bids on May 8, 2025 for Calcium Nitrate Solution; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award Item 1B of this bid (a 24-month contract) to Thatcher Company of New York, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Thatcher Company of New York, Inc.; and

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

5/27/2025
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2025-515

Change Order No. 01-MC & Final – J.R. Swanson Plumbing Co. Royal Park Sports Complex Town of Amherst Job # 2019.05 CRS #5528

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which decreases the overall contract by $5,283.76. This change reflects a credit received associated with a revision to the floor plan to eliminate a single use toilet room and its associated mechanical equipment. Upon approval, the total value of the referenced contract will be reduced to $104,916.24.

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

Thank you for considering this request.

5/27/2025
Consent

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

2. Resolution 2025-516

Change Order No. 01 & Final - GC – Allgaier Construction Corp. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5556

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which decreases the overall contract by $3,127.00. This change reflects a credit received associated with a revision to the floor plan and an elimination of the construction of a single use toilet room. The scope also includes a modification to the epoxy flooring system to incorporate additional aggregate, thereby increasing surface grit and enhancing safety by reducing the risk of slipping.

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

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

Thank you for considering this request.

5/27/2025
Consent

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

3. Resolution 2025-517

Change Order No. 05 and Final - SU – Louis Del Prince & Sons, Inc. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5555

We respectfully request your approval of this resolution authorizing the Supervisor to sign the referenced Change Order. This Change Order proposes an increase of $6,597.32 to the overall contract. This adjustment will address and repair an existing storm sewer line that was damaged during construction, as well as provide minor electrical site connections for additional pedestrian safety.

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

Funding for this added expense is available within the project account KP2303.4972.

Thank you for your attention to this matter.

5/27/2025
Consent

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

4. Resolution 2025-518

Change Order No. 03-EC & Final – Industrial Power and Lighting Corp. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5563

We are requesting the Town Board Consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $22,454.92. This change provides for the installation of the required sound/public address system for the newly installation multi-purpose field and bleacher seating. As this system was to be predicated on final installed parameters of the field and press box, the scope of the sound system was developed during construction and finalized recently and will be furnished and installed by this contractor after being significantly value-engineered in an effort to reduce the overall cost of the system.

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

Funding for this added expense is available within the project account KP2303.4972.

Thank you for considering this request.

5/27/2025
Consent

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

L. FINANCE:

M. HIGHWAY:

1. Resolution 2025-519

Expend Funds from the Veterans Memorial Trust Account

Kindly adopt a resolution authorizing the Highway Department to expend funds from the Veteran Memorial Trust Account T4017.4002 in the amount of $1,000 Consistent with Town Board Resolution RES-2011-871 for the Purpose of Making Repairs to the Veterans Memorial.

5/27/2025
Consent

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

2. Resolution 2025-520

ECWA Utility Work Permit - 17 Glen Meadow Dr S

Kindly adopt a resolution:

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

Thank you.

5/27/2025
Consent

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

3. Resolution 2025-521

Highway Work Permit – ECWA – 681 Frankhauser Road

Kindly adopt a resolution:

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

Thank you.

5/27/2025
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2025-522

Clerk - PT/Planning Department

Please appoint a Clerk - PT to the Planning Department. Effective May 28, 2025, Temporary, $44.80 ph for Jeffrey Klein.

5/27/2025
Consent

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

O. INFORMATION TECHNOLOGY:

1. Resolution 2025-523

Microsoft 365 Program Signature Form CRS #5557

TO: **Town Board**

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

DATE: **May 20th, 2025**

RE: **Microsoft 365 Program Signature Form**

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

Thank you.

5/27/2025
Consent

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

P. PLANNING:

1. Resolution 2025-524

To Authorize the Planning Department to Expend Funds from the Trust Account for the Veterans Memorial Consistent with Town Board Resolution RES-2011-871 for the Purpose of Engraving the Names of Veterans on the Veterans Memorial

WHEREAS, the Town of Amherst Town Board established the Town of Amherst Veterans Memorial in 2011, and

WHEREAS, the names of Veterans are engraved on the Memorial at the request of veterans or their families, and a fee of $200 is charged per name that includes $146 for engraving with the remaining amount deposited into a Trust Account for repairs and maintenance, and

WHEREAS, currently the Town of Amherst has received 26 applications for names to be added to the Memorial this year, and

WHEREAS, the Town of Amherst has Leon Komm and Sons under contract to engrave the names of the Veterans and complete stone and masonry service maintenance at $146 per hour in 2025, now

THEREFORE, BE IT RESOLVED, that the Amherst Town Board hereby authorizes the Planning Department not to exceed $10,000.00 for the current fiscal year from the Veterans Memorial Trust Account T-4017-4002 for the purpose of engraving veterans names on the Amherst Veterans Memorial.

5/27/2025
Consent

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

2. Resolution 2025-525

Sidewalk Waiver Request, SWW-2025-01, 789 Tonawanda Creek Road

Sidewalk Waiver Request – SWW-2025-01. Property Located at 789 Tonawanda Creek Road (SBL# 14.00-2-12.2). Ronald and Kristine Reed, Petitioner.

5/27/2025
Consent

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

Q. POLICE:

1. Resolution 2025-526

Amherst Central School District (CRS #5541) Student Resource Officer Program

TOWN BOARD AGENDA ITEM : MAY 27, 2025

TO: **Town Board**

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

RE: **Amherst Central School District (CRS #5541)**
Student Resource Officer Program

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Amherst Central School District with regard to the above-entitled matter. This agreement will run from July 1, 2025 through June 30, 2026. This agreement has successfully completed the Contract Routing process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 27, 2025)**

5/27/2025
Consent

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

2. Resolution 2025-527

Williamsville Central School District (CRS #5539) Student Resource Officer Program

TOWN BOARD AGENDA ITEM : MAY 27, 2025

TO: **Town Board**

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

RE: **Williamsville Central School District (CRS #5539)**
Student Resource Officer Program

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Williamsville Central School District with regard to the above-entitled matter. This agreement will run from July 1, 2025 through June 30, 2026. This agreement has successfully completed the Contract Routing process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 27, 2025)**

5/27/2025
Consent

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

3. Resolution 2025-528

Sweet Home Central School District (CRS #5540) Student Resource Officer Program

TOWN BOARD AGENDA ITEM : MAY 27, 2025

TO: **Town Board**

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

RE: **Sweet Home Central School District (CRS #5540)**
Student Resource Officer Program

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Sweet Home Central School District with regard to the above-entitled matter. This agreement will run from July 1, 2025 through June 30, 2026. This agreement has successfully completed the Contract Routing process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 27, 2025)**

5/27/2025
Consent

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

4. Resolution 2025-529

Digital Surveillance Solutions (DSS) (CRS #5543) Royal Park Access Control

TOWN BOARD AGENDA ITEM: MAY 27, 2025

TO: **Town Board**

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

RE: Digital Surveillance Solutions (DSS) (CRS #5543)
Royal Park Access Control

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Digital Surveillance Solutions, Inc. (DSS), 485 Cayuga Road, Buffalo New York, 14225 with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 27, 2025)**

5/27/2025
Consent

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

R. SENIOR SERVICES:

1. Resolution 2025-530

Erie County Board of Elections Early Voting Lease Agreement CRS #5537

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

5/27/2025
Consent

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

2. Resolution 2025-531

Computer/Touchscreen for Senior Services- Xavus Solutions LLC DBA My Senior Center CRS #5560

We respectfully request Town Board permission to authorize the Supervisor to sign the Contract between the Town of Amherst Senior Services and Xavus Solutions, LLC DBA My Senior Center, upon successful completion of the Contract Routing System.

5/27/2025
Consent

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

S. SEWER/PLANT 16:

1. Resolution 2025-532

Payment Authorization - Server Migration Invoices Aptean, Inc. CRS No. 4743

The Engineering Department is requesting that the Town Board authorize the Supervisor to authorize payment of invoices # PS-468062 and PS-472594 in the amount of $2,385.00. The project for the server migration was approved with an estimated expiration of 12/31/24 under RES-2024-397 on 4/29/24. These are the final invoices from this project and no other work is required.

Funds for this request are available in G9916-2130.

Thank you for considering this request.

5/27/2025
Consent

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

2. Resolution 2025-533

TOA Bid 2025001 Sodium Hypochlorite Contract Extension JCI Jones Chemicals, Inc. Original CRS No. 5314, CRS No. 5547

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with JCI Jones Chemicals, Inc. The terms and conditions within Town of Amherst Bid 2025001 Sodium Hypochlorite shall remain the same. This extension would run from date of Town Board Approval by the Town of Amherst through February 12, 2026

Funds for this request are available in G9916-4820/4830.

Thank you for considering this request.

5/27/2025
Consent

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

T. YOUTH AND RECREATION:

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2025-50

Request for Public Hearing - 2190-2200 Wehrle Drive

Request from Sean Hopkins, Esq. for a public hearing with respect to Amend the Comprehensive Plan for 2190-2200 Wehrle Drive.

This hearing has been scheduled for June 23rd.

5/27/2025
Consent

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

2. Communication 2025-51

Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway

Letter from Sean Hopkins, Esq. regarding the proposed mixed-use project at 4300 Millersport Highway.

5/27/2025
Referred to Town Attorney, Planning & Engineering

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

3. Communication 2025-52

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

Letter from Sean Hopkins, Esq. regarding the proposed mixed-use project at 42-50 Dodge Road.

5/27/2025
Referred to Town Attorney, Planning & Engineering

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

XVI. PUBLIC IMPROVEMENT PERMITS

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 4-0. Public Expression was opened at 7:37 PM.

The following speakers addressed the Town Board:
Matt Plunkett, 299 Northill Dr - MusicalFare
John Trabert, 234 Mt Vernon Rd - Resolutions 2025-501 & 502
Spike Mertes, 170 Troy Del Way - Royal Park facility scheduling

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 4-0. Public Expression was closed at 7:45 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 4-0. The Town Board meeting of May 27, 2025 was adjourned at 7:48 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30468 **RESOLUTION 2025-498** **ADOPTED**

Parking Restriction at the Dead-End of Sierra Drive

A public hearing to establish a parking restriction during night hours completely around the dead-end of Sierra Drive.

"Parking is hereby restricted on all sides of the Sierra Drive dead-end, including the turnaround and parking areas, between the hours of 10 p.m. and 6 a.m. between the west property line of 254 Sierra Drive to west property line of 255 Sierra Drive. Total distance of the parking restriction is 485 feet as measured along the edge of pavement."

5/27/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was opened at 7:06 PM.

Chris Schregel, Traffic-Safety Coordinator, presented.

The following resident spoke:
Dave Howard, 194 Roycroft Blvd

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was closed at 7:13 PM.

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

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30478 **RESOLUTION 2025-499** **DECISION DATE**

3230 & 3238 Millersport Highway Rezoning

Request to rezone 3230 & 3238 Millersport Highway from R-3 to MFR-4A.

5/27/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was opened at 7:13 PM.

Attorney Sean Hopkins presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the June 23rd Town Board meeting, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was closed at 7:21 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 6/23/2025 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Berger, Szukala, Marinucci	
ABSENT:	Lavin	

Amherst

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

Brian J. Kulp
Supervisor

Daniel C. Howard P
Planning Direc

Daniel J. Ulatowski P
Assistant Planning I or

Town Board Agenda of May 27, 2025

May 14, 2025

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

Subject: Request to rezone 0.861± acres of land from Residential District Three (R-3) to Multifamily Residential District Four-A (MFR-4A); property located at 3230 & 3238 Millersport Highway, Emily's Garden Estates, Inc., Petitioner. (Z-2024-03)

Honorable Members:

The subject properties are located on the west side of Millersport Highway 600± feet north of the intersection of Millersport Highway and Miller Road. The parcels compose a 0.861± acre trapezoidal shaped area of land that has 229.67± feet of frontage on Millersport Highway and a depth of 204.14± feet. Both properties are currently occupied by single family residences, each having a curb cut to Millersport Highway.

Millersport Highway is a New York State highway designated as state route 263 which is classified as a major arterial in the Town of Amherst Bicentennial Comprehensive Plan.

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

The purpose of this request is to allow the petitioner to develop the two sites for use as a 3-story multi-family apartment dwelling consisting of 9 units.

The subject sites were zoned Residential District Three (R-3) with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976. There is no history of any previous site plan approvals for the subject properties.

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

continued . . .

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

Although these properties are designated as single family residential on Figure 6 (Conceptual Land Use Plan) the pattern of land use in the surrounding area has transitioned to multi-family residential over time. The subject request is consistent with zoning that was put in place by the Town Board on January 19, 1976 for the parcel to the north along Millersport Highway and several rezoning actions approved by the Town Board in the vicinity of the subject request, these include (see map that follows):

Z-1988-53_A	100 Forest Lake Drive (formerly135 Miller Road) was amended from R-3 to MFR-5 on September 4, 1990.
Z-2008-05_A	3160 Millersport Highway was amended from R-3 to R-4 on November 3, 2008.
Z-2014-01	240 Miller Road was amended from R-3 to MFR-4A on September 8, 2014.
Z-2016-04	167 & 173 Miller Road were amended from R-3 to MFR-5 on September 16, 2016.

This area has transitioned over time to a mix of residential densities and uses. The proposed rezoning continues a transition to mixed density housing and is supported in Chapter 3 of the Comprehensive Plan, as it serves as infill development along a high access corridor served by public transportation and buffers the highway from nearby lower density housing.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

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

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The land use proposed in this request is consistent with existing forms of residential development in the area such as multi-family housing to the north and along Millersport Highway forming a transition to detached single family residential housing to the west, east and south. The request is also consistent and compatible with the existing commercial enterprises nearby including a veterinary office and restaurant to the south and east of the subject location.

The request is consistent and compatible with the abutting existing zoning district to the north of Multi-family Residential District Four A (MFR-4A) and those zoning districts in the surrounding area zoned Residential District Three (R-3), Residential District Four (R-4) and Multi-family Residential District Five (MFR-5). With the exception of the R-3 district all would permit the requested form of development.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is an Unlisted action; Town Board is designated as lead agency and an environmental assessment consistent with SEQR has been prepared for the subject proposal.

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

Honorable Town Board

Rezone land from R-3 to MFR-4A; property located at 3230 & 3238 Millersport Highway,
Agenda of May 27, 2025

RECOMMENDATION

The Planning Board at their meeting of April. 17, 2025 held a public hearing on the subject rezoning request and recommended that the Town Board find that pursuant to Local Law #3-82, as amended, the requirements of SEQR have been completed and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved.

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

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/ac
Att.
X:\Current_Planning\Files\Rezonings\2024\Z-2024-03_(3230_&_3238_Millersport_Hwy)_2024\Z-2024-03_TB_Letter_05142025.docx
cc: Steven B. Bengart, Town Attorney

Planning Board Approval April 17, 2025
Ayes 5, Noes 0, Absent (Chmiel, Raffaele)

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2024-03

PETITIONER

Emily's Garden Estates Inc.
2217 Sweet Home Road, Suite 50
Amherst, New York 14228

PROPERTY LOCATION

3230 & 3238 Millersport Highway

APR 24 2025 AM11

WHEREAS the Town of Amherst Planning Board on Thursday, April 17, 2025 held a public hearing on the proposed rezoning of land from Residential District Three (R-3) to Multi-family Residential District Four A (MFR-4A), and

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

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

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

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

B. The proposal is consistent with this area of Town continuing to transition over time to mixed density housing along high access corridors which is supported in Chapter 3 of the Comprehensive Plan.

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

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

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

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

G. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived because the parcels are developed.

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2024-03

PETITIONER

Emily's Garden Estates Inc.

PROPERTY LOCATION

3230 & 3238 Millersport Highway

APR 24 2025 AM11

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

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

The foregoing resolution was adopted by the Town of Amherst Planning Board, April 17, 2025; moved by Kahn; seconded by Davis; ayes 5; noes 0; absent 2 (Chmiel, Raffaele).

Michael J. Chmiel, Planning Board Chair

4/24/2025
Date

SM/ac
X:\Current_Planning\Files\Rezonings\2024\Z-2024-03_(3230_&_3238_Millersport_Hwy)_2024\Z-2024-03_resolution_041725.doc

Cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Emily Garden Estates, Inc., 2217 Sweet Home Road, Amherst, NY 14228
Sean Hopkins, Hopkins Sorgi & McCarthy, 35 California Drive, Suite 100, Williamsville, NY 14221
Jake Metzger, Metzger Civil Engineering, 8245 Sheridan Drive, Williamsville, NY 14221

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

Rezoning Application & Supporting Documentation
3230 & 3238 Millersport Highway from
R-3 to MFR-4A
Applicant: Emily's Gardens Estates Inc.
c/o Sean Hopkins, Esq.
Date: November 25, 2024

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

File #: _____ **Acreage** _____ **Fee $** _____

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department _____ ACCEPTED BY DATE

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250.**	$1,250.00
2 – 20 ACRES **$1,250 + $250/acre or fraction thereof over 2 acres** (fractions of an acre to be counted as 1 acre)		_____
21 – 30 ACRES **$5,700+ $150/acre or fraction thereof over 21 acres** (fractions of an acre to be counted as 1 acre)		_____
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres** (fractions of an acre to be counted as 1 acre)		_____
Request for Relief of / Change to Conditions of Zoning Approval	**$1,200.**	_____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15.**	$15.00
	TOTAL FEE:	**$** $1,265.00

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

[Note: A completed Part 1 of the Full Environmental Assessment Form with Page 5[a] is attached as Exhibit "1".] Reduced-size copies of the Concept Plan and color Concept Plan are attached as Exhibits "5" and "6". A color aerial photograph of the Project Site and surrounding area is provided at Exhibit "7". A marked-up copy of Figure "8" of the Comprehensive Plan is provided Exhibit "9".

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TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: Emily's Garden Estates, Inc.

Address: 2217 Sweet Home Road

Amherst (City) NY (State) 14228 (Zip Code)

Phone: 716.688.2526 Fax 888.636.4409

E Mail: kjwyse58@gmail.com

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

From: R-3 District

To MFR-4A District

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

3230 Millersport Highway & 3238 Millersport Highway

SBL #: 27.20-2-41 & 27.20-2-40

4. **Area of land to be rezoned** (in acres): 0.861 acres

5. **Owner of Land**:

Name: Emily's Garden Estates, Inc.

Address: 2217 Sweet Home Road

Amherst (City) NY (State) 14228 (Zip Code)

Phone: 716.688.2526

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

Name: Sean Hopkins, Esq., Hopkins, Sorgi & McCarthy PLLC

Address: 35 California Drive - Suite 100

Williamsville (City) NY (State) 14221 (Zip Code)

Phone: 716.510-4338 Fax

E Mail: shopkins@hsmlegal.com

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7. Petitioner's interest in property

_____Option to purchase
__X__Owner
_____Other (explain) _____

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

None

9. Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor. Surveys of the property to be rezoned from R-3 to MFR-4A are attached as Exhibit "2" and legal description rezoned from R-3 to MFR-4A attached as Exhibit "3".

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

Liber _____ Page _____

11. Information on proposed project:

A. Description of the character of the proposed development: The proposed development will consist of a 3-story multi-family residential dwelling consisting of nine upscale units for lease..

B. Rationale for rezoning request:

1. Why was this site chosen? The owner owns three contiguous parcels addressed at 3260, 3238 & 3230 Millersport Highway. The parcel at 3260 Millersport Highway consists 2 multifamily buildings. The proposed project at 3238 & 3230 Millersport Highway will expand upon the existing multifamily development at 3260 Millersport Highway. It should be noted the property at 3260 Millersport Highway is zoned as MFR-4A.

2. Why cannot land be used with the existing zoning? The proposed MFR-4A zoning is suitable for the Project Site. structure or use". Multi-family residential uses are not allowed in the R-3 zoning district.

3. How will this rezoning impact surrounding properties? The surrounding properties consist of multifamily dwelling units, small commercial businesses and single family dwellings. The proposed rezoning to accommodate the project is consistent with the surrounding area.

4. How will this rezoning impact the school system? The project will generate annual school taxes for the school district without creating a substantial demand for educational services.

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12. Quantitative Data:

A. Total # of dwelling units: 9 dwelling units.

B. Distribution of dwelling units by type: Apartments for lease

C Gross Residential Density per acre: 1 dwelling unit per 4,300 sq. ft.

D. Total amount of Open Space: .25 acres

E. Proposed Non-Residential Floor Area: None

13. Development Schedule:

Start: Spring 2025

Finish: Fall 2025

Stages (# of): 1

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

The current owner will own manage the project. The apartments will be leased to residential tenants.

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

Landscaping will be owned by the Applicant and privately maintained.

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

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

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

See Exhibit "4".

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

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

   See Exhibit "4"

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

   See Exhibit "4"

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

1. Sanitary Sewer Property is within the Consolidated Sanitary Sewer District of Amherst
2. Storm Sewer/Drainage Open drainage ditches located adjacent to property along Millersport Hwy.
3. Water Property is within ECWA Lease-Managed district
4. Other Gas, electric and telecommunication utilities are all available along Millersport Hwy.

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

See Exhibit "4"

D. Suitability of the subject property for uses permitted by the current versus the proposed district: See Exhibit "4"

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

See Exhibit "4"

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

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

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

_____
Signature of Petitioner

Subscribed and sworn to before me this 25th day of _____, *20*_____

Notary Public, Erie County, New York _____

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

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

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

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

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

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

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

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

Rezoning Application Requirements and Checklist

The following checklist outlines the information required by the Town of Amherst to accept a Rezoning application. ***It is strongly recommended that you make an appointment with Planning Staff to discuss what information will be needed to address the items shown on the checklist.***

Item No.	Item	Submitted	Official use
I Application Information			
1.0	**Town of Amherst Rezoning / Comprehensive Plan Amendment Application Form (available from Planning Department)**	x	
1.1	Name, address, and contact information of the petitioner	x	
1.2	Name and address of property owners(s) – if different than petitioner	x	
1.3	If petitioner is different than property owner, provide statement describing interest in property and a letter from the property owner authorizing the application	n/a	
1.4	Identify existing and proposed zoning and acreage of area proposed to be rezoned	x	
1.5	Parcel addresses and Section, Block, and Lot (SBL) numbers of all properties proposed to be rezoned. Indicate if a portion of any parcel is involved, if applicable	x	
1.6	Statement of planning objectives to be achieved by the proposed rezoning, including the following: • How the proposed zoning and development plan meets the objectives of the Comprehensive Plan • A description of the character of the proposed development • The rationale behind the assumptions that are presented	x	
1.7	Cite specific maps and/or figures in the Comprehensive Plan that must be amended to support the proposed zoning and provide suggested amendments	x	
1.8	A general statement about how any proposed open space will be maintained (if applicable)	x	
1.9	A development schedule indicating the approximate date when construction is expected to begin and be completed. Identify schedule of any proposed phasing of the development (attach pages as necessary)	x	
1.10	A statement of the petitioner's intentions regarding future sale or leasing of all or portions of the proposed development	x	
II Survey and Legal Description			
1.0	**Complete boundary survey that includes all existing structures, acreage, legal description, and easements plotted to scale by a NYS licensed land surveyor**	x	
1.1	Raised/wet seal and signature of licensed surveyor		
1.2	Clear delineation and acreage of area to be rezoned if different than property boundary	x	
2.0	**Legal Description of the total area proposed to be rezoned. (must be consistent with area shown to be rezoned on boundary survey)**	x	

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

Item No.	Item	Submitted	Official use
III Concept Plan (if required by the Planning Board)			
1.0	**Conceptual development plan drawn to scale (no larger than 24" x36" format and folded into 8 ½" x 11" size)**	x	
1.1	North arrow	x	
1.2	Scale of drawing	x	
1.3	Property lines (existing and proposed)	x	
1.4	Unique natural features and tree cover	x	
1.5	Information on land controlled by the applicant located within 500 feet of the perimeter of the area proposed to be rezoned	x	
1.6	Location of all proposed structures and other improvements	x	
1.7	Number and type of dwelling units (if applicable)	x	
1.8	Gross square feet of commercial space (if applicable)	n/a	
1.9	Maximum structure heights	x	
1.10	Architectural sketches	n/a	
1.11	Existing and proposed contours	n/a	
1.12	Existing utility systems (sanitary sewers, water, storm drainage)	n/a	
1.13	Location of proposed storm water detention or retention facilities	x	
1.14	Proposed land use arrangement	x	
1.15	Location of all parking, loading, stacking and interior circulation drives	x	
1.16	Location of proposed curb cuts	x	
1.17	Location of cross access drives to adjacent parcels	n/a	
1.18	Pedestrian circulation system	x	
1.19	Location of NYSDEC wetlands (including buffer area) and/or federal wetlands; indicate jurisdictional status	n/a	
1.20	Location of floodway and 100-year floodplain (if applicable)	n/a	
1.21	Location and purpose of any proposed easements	n/a	
1.22	Location and proposed development of all open spaces, including parks, playgrounds, conservation areas, and dedicated open space; indicate intended ownership of such areas	n/a	
1.23	Additional data as required by the Planning Board	n/a	
V Other Required Information			
1.0	**Completed and signed Environmental Assessment Form**	x	
11	Soil boring report and geotechnical report prepared by a qualified Professional Engineer (if applicable)	n/a	
1.2	Traffic impact study (if applicable)	n/a	
1.3	Archaeological assessment (if applicable)	n/a	
1,4	Wetland Delineation report (if applicable)	n/a	
2.0	**8 1/2" X 11" reduction of concept plan drawing (see appendix B)**	x	
3.0	**A CD containing a PDF of the complete submittal package, including all drawings.**	emailed	

For official use only:

_____
Approved/Date

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

EXHIBIT 1

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Emily's Garden Estates, Inc.		
Project Location (describe, and attach a general location map): 3230 & 3238 Millersport Highway (SBL No. 27.20-2-41 & 27.20-2-40) - Town of Amherst - Erie County		
Brief Description of Proposed Action (include purpose or need): The proposed project ("action") consists of the development of the .086 Project Site at 3230-3238 Millersport Highway ("Project Site") as a three-story multifamily building with nine apartments for lease along with all proposed site improvements. The proposed action has been defined broadly to include all required discretionary approvals and permits required from the Town's municipals boards including a rezoning of the Project Site from R-3 to MFR-4A by the Town Board, access aisles and parking spaces, lighting, storm water management improvements and all required utility improvements. The project will not result in any potentially significant adverse environmental impacts and that the issuance of a negative declaration is both appropriate and justified.		
Name of Applicant/Sponsor: Emily's Garden Estates, Inc.	Telephone: 716.688.2526 E-Mail: kjwyse58@gmail.com	
Address: 2217 Sweet Home Road		
City/PO: Amherst	State: NY	Zip Code: 14228
Project Contact (if not same as sponsor; give name and title/role): Sean Hopkins, Esq., Hopkins, Sorgi & McCarthy, PLLC	Telephone: 716.427.6501 E-Mail: shopkins@hsmlegal.com	
Address: 35 California Drive - Suite 100		
City/PO: Williamsville	State: NY	Zip Code: 14221
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

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B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town Board - Rezoning	November 24, 2024
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board - Major Site Plan Approval	To be Determined
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☑Yes ☐No	Building Department - Building Permits	To be Determined
e. County agencies ☑Yes ☐No	ECWA - RPZ Approval; NYSDEC - DSCA Approval	December 2024
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDOT - Highway Work Permit	December 2024
h. Federal agencies ☐Yes ☑No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes ☑No
[Note: The Town has an adopted Waterfront Revitalization Program.]

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

NYS Heritage Areas:West Erie Canal Corridor

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

If Yes, identify the plan(s):

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C.3. Zoning

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

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

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? MFR-4A

C.4. Existing community services.

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

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

c. Which fire protection and emergency medical services serve the project site?
Getzville Fire District

d. What parks serve the project site?
Billy Wilson Park and Town Parks

D. Project Details

D.1. Proposed and Potential Development

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

b. a. Total acreage of the site of the proposed action? 0.86 acres
b. Total acreage to be physically disturbed? 0.75 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.51 acres

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

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

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 8 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				9
At completion of all phases				9

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

If Yes,

i. Total number of structures _____

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

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

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

If Yes,

i. Purpose of the impoundment: _____

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

_____

iii. If other than water, identify the type of impounded/contained liquids and their source.

_____

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

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

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

_____

D.2. Project Operations

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

If Yes:

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

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

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

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

_____

_____

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

If yes, describe. _____

_____

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

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

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

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

ix. Summarize site reclamation goals and plan: _____

_____

_____

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

If Yes:

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

_____

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

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

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

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

v. Describe any proposed reclamation/mitigation following disturbance:

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

i. Total anticipated water usage/demand per day: 3,630 gallons/day

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

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

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

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

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

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

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

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

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

i. Total anticipated liquid waste generation per day: 3,300 gallons/day

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

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

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

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

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

If Yes:

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

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

If Yes:

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

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

_____

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

None

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

If Yes:

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

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

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

_____

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

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

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

If Yes, identify:

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

_____

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

_____

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

_____

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

If Yes:

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

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

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

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

If Yes:

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

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

_____

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

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

_____

_____

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

If Yes:

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

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

_____

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

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

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

_____

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

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

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

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

If Yes:

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

_____

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

_____

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

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

i. During Construction:

- Monday - Friday: 7:00 am - 6:00 pm
- Saturday: 7:00 am - 6:00 pm
- Sunday: 7:00 am - 6:00 pm
- Holidays: Not Applicable

ii. During Operations:

- Monday - Friday: Not Applicable
- Saturday: Not Applicable
- Sunday: Not Applicable
- Holidays: Not Applicable

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

If yes:

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

Typical construction noises during business hours only, which is a temporary unavoidable adverse impact.

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

Describe: _____

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

If yes:

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

Low-level dark sky compliant lights will be placed on the exterior of the building for safety purposes per the requirements in the Town of Amherst Zoning Code.

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

Describe: _____

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

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

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

If Yes:

i. Product(s) to be stored _____

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

iii. Generally, describe the proposed storage facilities: _____

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

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

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

- Construction: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.15	0.46	+0.31
• Forested	-	-	-
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.27	0.14	-0.13
• Agricultural (includes active orchards, field, greenhouse etc.)	-	-	-
• Surface water features (lakes, ponds, streams, rivers, etc.)	-	-	-
• Wetlands (freshwater or tidal)	-	-	-
• Non-vegetated (bare rock, earth or fill)	-	-	-
• Other Describe: Lawn / Landscaping	0.44	0.26	-0.18

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

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

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

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

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

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

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

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

ii. If site has been subject of RCRA corrective activities, describe control measures:_____
_____
_____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
_____
_____

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >5 feet

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

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

Niagara Silt Loam	75 %
Cosad loamy fine sand	25 %
	%

d. What is the average depth to the water table on the project site? Average: 0.5-1.5 feet

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

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

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

h. Surface water features.

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

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

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

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

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

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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

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

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

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

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

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

i. Name of aquifer: _____

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

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

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

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

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

If Yes:
i. Species and listing:

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

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

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

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

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

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

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

If Yes:

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

ii. Name: _____

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

_____

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

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: _____

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

iii. Distance between project and resource: _____ miles.

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name Emily's Garden Estates, Inc. Date November 24, 2024

Sean Hopkins

Signature _____ Title Counsel for Project Sponsor

PRINT FORM

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

EAF Mapper Summary Report

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

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

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

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

TOWN OF AMHERST
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM
-- ADDENDUM --

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

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Niagara silt loam (NfA)	Severe	Severe	Severe	Severe	Severe
Cosad (Cv)	Severe	Severe	Severe	Severe	Moderate

2. Is your property located: On Youngs Road between Dodge and Klein Roads? □ Yes ☒ No
   On Wehrle Dr. between Spindrift Dr. and Oakwood Rd? □ Yes ☒ No

   If so, the property may be within an area of the Town that is affected by a moratorium on connections to the sanitary sewer system.

3. Are there alternative locations on the site for this project? □ Yes ☒ No

4. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
   3160 Millersport Highway - 0.66 acres
   240 Miller Road - 0.65 acres

5. Are you aware of current or future plans or intentions by others in the Town of Amherst to develop property within 1000± ft. of the present project request: □ Yes ☒ No

   Describe_____

   (Potential environmental impacts from adjacent or nearby projects undergoing the approval process will receive a coordinated environmental review to determine cumulative effects on common receivers (e.g. traffic and drainage corridors) and other relevant environmental concerns.)

6. Maximum number of vehicular trips to be generated per peak hour upon completion of project 7
   Source: Trip Generation Rates - Federal Highway Administration

7. Will blasting occur during construction? □ Yes ☒ No

8. Does the project propose to connect and be tributary to the public sanitary sewer system? ☒ Yes □ No

9. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:
   3,300 average flow 13,200 peak flow.

   (Average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

10. Based on the Town's *2011 Reconnaissance Level Survey of Historic Resources,* is your property 'blue-rated' for historic significance? □ Yes ☒ No

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

EXHIBIT 2

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

EXHIBIT 2 OF REZONING APPLICATION

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED FROM R-3 TO MFR-4A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie, State and New York, and being part of Lot 58, Township 12, Range 7 of the Holland Land Company's Survey (so- called), bounded and described as follows:

BEGINNING AT A POINT on the northwest line of Millersport Highway, distant 347.43 feet northeasterly from the point of intersection of the northwest line of Millersport Highway with the south line of lands conveyed by a certain deed recorded in the Erie County Clerk's Office in Liber 2661 of Deeds at Page 341;

RUNNING THENCE: Westerly, parallel with the north line of Lot 58, a distance of 204.14 feet to a point;

RUNNING THENCE: Northeasterly, parallel with the northwest line of Millersport Highway, a distance of 229.67 feet to a point;

RUNNING THENCE: Easterly, parallel with the north line of Lot 58, a distance of 204.14 feet to a point on the northwest line of Millersport Highway;

RUNNING THENCE: Southwesterly, along the northwest line of Millersport Highway, a distance of 229.67 feet to the POINT OR PLACE OF BEGINNING, be the same, more or less. SUBJECT to easements, rights of way and restrictions of record.

BEING AND INTENDED TO BE lands conveyed to Emily's Garden Estates, Inc. by deeds recorded in the Erie County Clerk's Office in Liber 11212 of Deeds at Page 4724 and Liber 11259 of Deeds at Page 611.

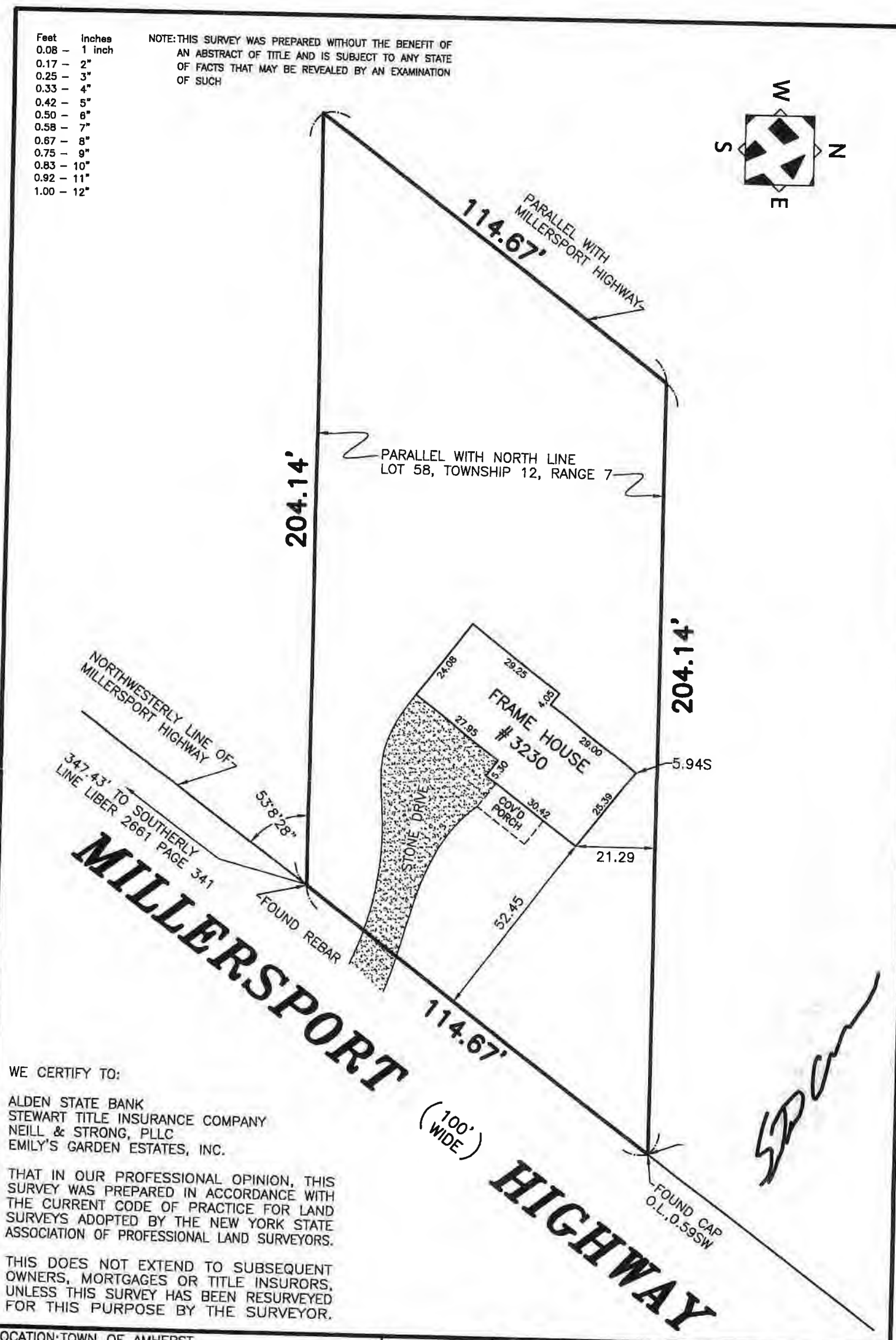
Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

EXHIBIT 3

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

Feet	Inches
0.08 –	1 inch
0.17 –	2"
0.25 –	3"
0.33 –	4"
0.42 –	5"
0.50 –	6"
0.58 –	7"
0.67 –	8"
0.75 –	9"
0.83 –	10"
0.92 –	11"
1.00 –	12"

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS THAT MAY BE REVEALED BY AN EXAMINATION OF SUCH



WE CERTIFY TO:

ALDEN STATE BANK
STEWART TITLE INSURANCE COMPANY
NEILL & STRONG, PLLC
EMILY'S GARDEN ESTATES, INC.

THAT IN OUR PROFESSIONAL OPINION, THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE CURRENT CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS.

THIS DOES NOT EXTEND TO SUBSEQUENT OWNERS, MORTGAGES OR TITLE INSURORS, UNLESS THIS SURVEY HAS BEEN RESURVEYED FOR THIS PURPOSE BY THE SURVEYOR.

LOCATION: TOWN OF AMHERST		SCALE: 1"=30'
COUNTY OF ERIE, STATE OF NEW YORK		
PART OF LOT 58, TOWNSHIP 12, RANGE 7		DRAWN BY: S. CARVER
OF THE HOLLAND LAND COMPANY'S SURVEY		
MAP COVER:		CHECKED BY: S. CARVER
SUBLOT(S):		
REVISIONS:		RESURVEY:
ADDED CERTIFICATION 11/25/13		
DATE: NOVEMBER 14, 2013	JOB No.: 13-37367	NO COR. MON. SET

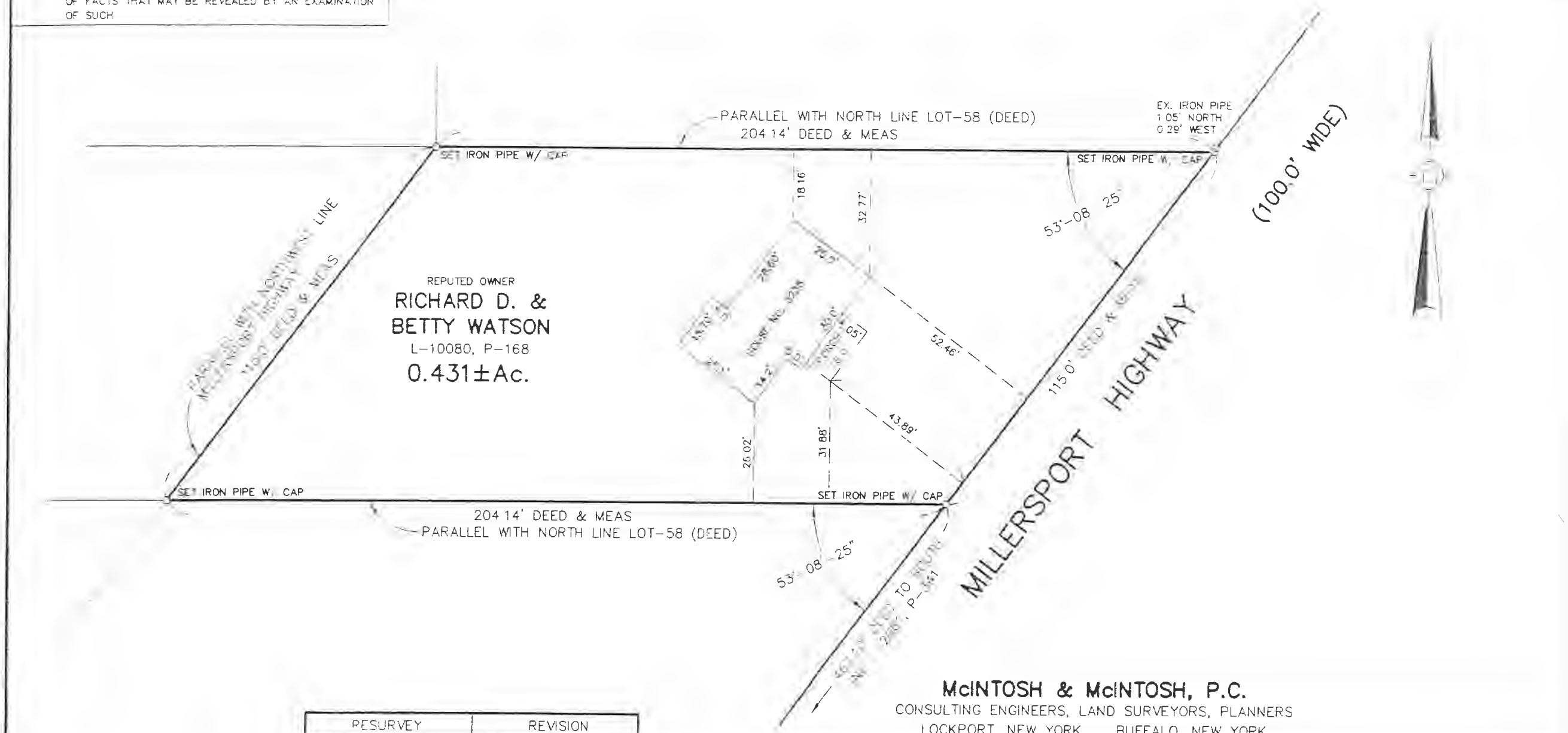
FoitAlbert ASSOCIATES
Architecture, Engineering, Surveying
763 Main Street Buffalo, New York 14203
T 716.856.3933 F 716.856.3961 W foit-albert.com
SUCCESSOR TO THE RECORDS OF CHARLES E. DENVER

Unauthorized alteration or addition to any survey, drawing, design, specification, plan or report is a violation of Section 7209, Provision 2 of the New York State Education Law. Only copies from the original of this survey map marked with an original of the land surveyor's embossed seal and signature shall be considered to be valid true copies.

Copyright Foit-Albert Associates, all reserved. No portion of this drawing reproduced, stored or transmitted means without prior written per the architect, engineer or sur

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS THAT MAY BE REVEALED BY AN EXAMINATION OF SUCH



McINTOSH & McINTOSH, P.C.
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
LOCKPORT, NEW YORK PHONE 434-9138
BUFFALO, NEW YORK PHONE 625-8360

RESURVEY	REVISION

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

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ALL RIGHTS RESERVED

SURVEY OF PART OF LOT-58, TWP.-12, R.-7, HOLLAND PURCHASE

LOCATION TOWN OF AMHERST, ERIE COUNTY, NEW YORK

JOB No. 7411 SCALE: 1"= 30' DATE: AUGUST 21 2006

GNZ

EXHIBIT 4

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

EXHIBIT 4

RESPONSES TO QUESTIONS 16 OF REZONING APPLICATION

REZONING OF 3230 MILLERSPORT HIGHWAY & 3238 MILLERSPORT HIGHWAY FROM R-3 TO MFR-4A

Question 16(A)(1): **State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps and/or figures in the plan that support the proposed zoning at this location.**

Response to Question 16(A)(1): The Town of Amherst adopted the Bicentennial Comprehensive Plan in January of 2007 after completing a lengthy planning process that included numerous public meetings and public hearings involving the Comprehensive Plan Advisory Committee, the Planning Board and the Town Board.[1] On December 14, 2020, the Town Board most recently adopted amendments to the Bicentennial Comprehensive Plan. The proposed residential project consisting of nine multifamily units for lease is consistent with the adopted Comprehensive Plan and the land uses in the vicinity of multiple parcels zoned for multifamily purposes along Millersport Highway.

Question 16(A)(2): **Cite all text, map, and/or figures that must be amended to support the proposed zoning at this location and provide detailed suggested amendments.**

Response to Question 16(A)(2): The proposed project is consistent with the Comprehensive Plan and as such there is not a need to amend the Comprehensive Plan to accommodate the proposed multifamily project consisting of nine residential units for lease.

---

[1] A copy of the resolution adopted by the Town Board for the purpose of adopting the Bicentennial Comprehensive Plan pursuant to Town Law Section 272-a is included at the beginning of the Comprehensive Plan. This resolution recites the lengthy planning history that incorporated numerous opportunities for public input as well as a coordinated environmental review pursuant to SEQRA that involved the preparation a Generic EIS and the issuance of a Findings Statement.

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

Question 16(A)(3): State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:

Response to Question 16(A)(3): Section 1-2-1 of the Zoning Code is titled "Purpose" and it states as follows:

> *"The purpose of this Zoning Ordinance and the intent of the legislative authority in its adoption is to promote the environment of the town and its public health, safety, convenience, comfort, prosperity and the general welfare by regulating the use of buildings, other structures and land for residences, open space, public facilities, business, services, industry or other purposes; by regulating and restricting the bulk, height, design, building coverage and location of structures; by regulating and limiting population density; and for the aforesaid purposes, to divide the land within the limits of the town into districts of such number and dimensions generally consistent with the policies of the Comprehensive Plan and to provide procedures for the administration and amendment of said Zoning Ordinance."*

The requested rezoning of the Project Site from R-3 to MFR-4A to accommodate the proposed multifamily project on the Project Site is consistent with the "Purpose" of the Zoning Code. Section 1-2-2 of the Zoning Code sets forth the objectives of the Zoning Code. This section of the Zoning Code lists thirteen objectives that are discussed below as follows:

A. To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development;

Response: The proposed rezoning of the Project Site will be consistent with the objective of protecting the character and value of existing land uses and represents orderly and beneficial development.

B. To provide adequate open spaces for light, air and outdoor uses to include public, common and private open space areas;

Response: The proposed rezoning of the Project Site from R-3 to MFR-4A will not be inconsistent with this objective.

C. To prevent overcrowding of land;

Response: The proposed project will not result in the overcrowding of land.

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

D. To prevent excessive concentration of population and to prevent spare and uncoordinated development;

Response: The proposed rezoning of the Project Site will not result in excessive concentration of population and the residential project represents an example of coordinated development.

E. To regulate and control the location and spacing of buildings on the lot and in relation to the surrounding property generally consistent with the policies of the Comprehensive Plan.

Response: The responses above set forth the reasons the proposed rezoning is consistent with the policies of the Comprehensive Plan.

F. To protect persons and property from damage and injury due to fire or flood;

Response: The Project Site is not located in a regulated floodway or 100 yr. floodplain. The Site Plan Application review process will trigger the need for an Engineer's Report to be prepared by a licensed engineer to be prepared for review and approval by the Town's Engineering Department. The project will not increase the likelihood of damage and injury due to fire and flood. The proposed multifamily building will be constructed per the stringent requirements of the NYS Building Code including the fire safety standards contained therein.

G. To preserve and protect significant natural features and vegetation, thereby preventing ecological damage and visual blight which occur when those features or vegetation are eliminated or substantially altered to serve development purposes only.

Response: The proposed rezoning and the proposed project will not be inconsistent with this objective. There are not significant natural features located on the Project Site.

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

H. To assure that structure and land use arrangements are aesthetically harmonious with nearby areas and structures.

Response: The development of the Project Site in a manner consistent with the Concept Site Plan prepared by Metzger Civil Engineering PLLC submitted with this Rezoning Application will be aesthetically harmonious with nearby areas and structures.[2]

I. To regulate the location of buildings and intensity of uses in relation to streets according to plans so as to cause the least interference with and be damaged least by traffic movements and hence result in lessened street congestion and improved public safety.

Response: The proposed project will have a driveway connection to Millersport Highway.

J. To establish zoning patterns that insure economical extensions for sewers, water supply waste disposal and other public utilities, as well as development of recreation, schools and other public facilities;

Response: The Project Site has access to sanitary sewer and water lines as well as necessary public utilities to service the proposed multifamily project.

K. To guide the future development of the town so as to being the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan.

Response: The proposed rezoning of the Project Site is consistent with this objective since the proposed use is consistent with the policies contained in the Comprehensive Plan.

L. To accomplish the specific intents and goals set forth in the introduction to the respective sections.

Response: The proposed rezoning of the Project Site is consistent with this objective.

M. To protect the community from visual pollution resulting from the unregulated use of signs and other advertising devices.

Response: The proposed rezoning and the proposed project will not be inconsistent with this objective.

---

[2] A reduced-size copy of the Concept Site Plan is attached as Exhibit "6".

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

Question 16(C): **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:**

Response to Question 16(C): The proposed rezoning of the Project Site is compatible with the present zoning and conforming uses of nearby properties and the character of the neighborhood which includes numerous multifamily projects on parcels zoned for multifamily uses.

Question 16(D): **Suitability of the subject property for uses permitted by the current versus the proposed district:**

Response to Question 16(D): The proposed project to be developed in accordance with the MFR-4A zoning classification represents a suitable use of the Project Site.

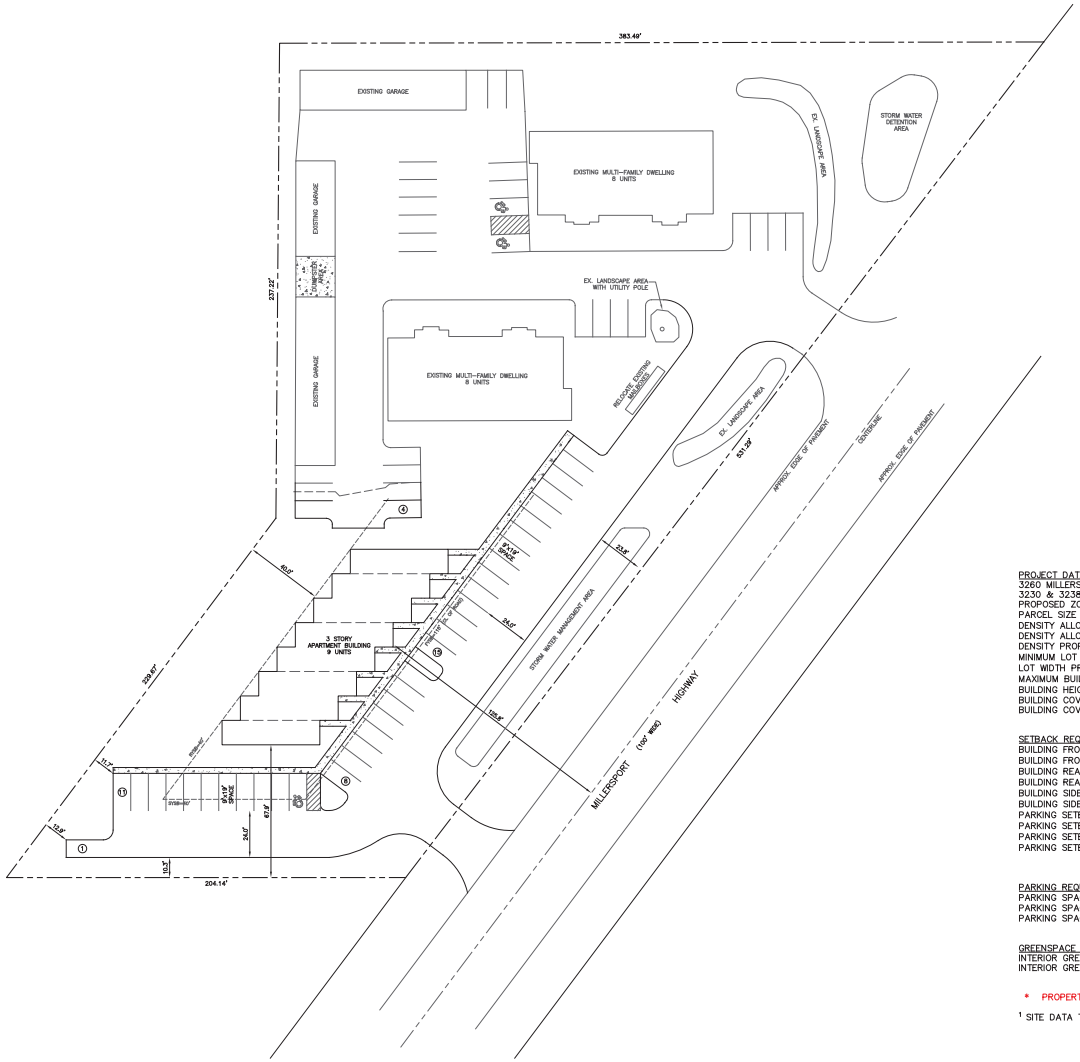
Question 16(E): **Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:**

Response to Question 16(D): The proposed change in the zoning classification of the Project Site from R-R-3 to MFR-4A to accommodate the proposed project will have positive impacts on the balance of uses in the Town by providing new apartments at a suitable location which will be attractive to young professionals, empty nesters and seniors. The Comprehensive Plan recognizes the need for a diverse range of residential housing choices including those that are attractive to seniors.

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

EXHIBIT 5

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)



PROJECT DATA[1]

3260 MILLERSPORT ZONING:	MFR-4A
3230 & 3238 MILLERSPORT ZONING:	R-3
PROPOSED ZONING:	MFR-4A*
PARCEL SIZE (3 PARCELS COMBINED) =	109,131 SF (2.51 ACRES)
DENSITY ALLOWED =	1 DU / 4,300 SF
DENSITY ALLOWED =	25 UNITS
DENSITY PROPOSED =	25 UNITS (16 EXISTING & 9 PROPOSED)
MINIMUM LOT WIDTH ALLOWED =	120.0'
LOT WIDTH PROVIDED =	537'± (PARCELS TO BE COMBINED)
MAXIMUM BUILDING HEIGHT ALLOWED =	35'
BUILDING HEIGHT PROVIDED =	< 35'
BUILDING COVERAGE ALLOWED =	35%
BUILDING COVERAGE PROVIDED =	17%

SETBACK REQUIREMENTS:

BUILDING FRONT YARD SETBACK REQUIRED =	115.0' FROM CL OF MILLERSPORT HWY
BUILDING FRONT YARD SETBACK PROVIDED =	125.8'
BUILDING REAR YARD SETBACK REQUIRED =	40.0'
BUILDING REAR YARD SETBACK PROVIDED =	40.0'
BUILDING SIDE LOT SETBACK REQUIRED =	40.0'
BUILDING SIDE LOT SETBACK PROVIDED =	67.9'
PARKING SETBACK REQUIRED TO ROW =	20.0'
PARKING SETBACK PROVIDED TO ROW =	23.8'
PARKING SETBACK REQUIRED TO SF PROP. =	10.0'
PARKING SETBACK PROVIDED TO SF PROP. =	11.7'

PARKING REQUIREMENTS:

PARKING SPACES REQUIRED =	2 SPACES / DU
PARKING SPACES REQUIRED =	50 SPACES
PARKING SPACES PROVIDED =	62 SPACES (23 EXISTING & 39 PROPOSED)

GREENSPACE REQUIREMENTS*:
INTERIOR GREENSPACE REQUIRED = 5%
INTERIOR GREENSPACE PROVIDED = 7%

* PROPERTY TO BE REZONED

[1] SITE DATA TABLE IS BASED ON 3 PARCELS COMBINED (3230, 3238 & 3260 MILLERSPORT)

NOTES:
1) BASED ON BOUNDARY SURVEYS BY McINTOSH & McINTOSH, P.C. DATED AUGUST 21, 2006 (3238 MILLERSPORT) AND FOIT-ALBERT ASSOCIATES DATED NOVEMBER 14, 2013 (3230 MILLERSPORT). THIS IS NOT A PROPERTY SURVEY.

DESIGNED BY:	JCM
DRAWN BY:	JCM
CHECKED BY:	MJM
CAD FILE:	M2011

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS DRAWING IS A VIOLATION OF SECTION 7209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW

REVISIONS	DATE	BY/CHK
CLIENT REVISIONS	06.27.24	JCM/MJM
PARCELS COMBINED	06.11.24	JCM/MJM

METZGER CIVIL ENGINEERING, PLLC
8245 SHERIDAN DR.
WILLIAMSVILLE, NY 14221
PH: 716-633-2601
FAX: 716-633-2704
CIVIL ENGINEERING
LAND PLANNING
SITE DESIGN
MUNICIPAL ENGINEERING

MULTI-FAMILY HOUSING DEVELOPMENT
3230-3238 MILLERSPORT HIGHWAY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

CONCEPT PLAN

SCALE:	1" = 20'
DATE:	FEBRUARY 2, 2024
JOB NO:	M-2011
DRAWING NO:	CP-1

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EXHIBIT 6

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

PROJECT DATA[1]

3260 MILLERSPORT ZONING:	MFR-4A
3230 & 3238 MILLERSPORT ZONING:	R-3
PROPOSED ZONING:	MFR-4A*
PARCEL SIZE (3 PARCELS COMBINED) =	109,131 SF (2.51 ACRES)
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DENSITY ALLOWED =	25 UNITS
DENSITY PROPOSED =	25 UNITS (16 EXISTING & 9 PROPOSED)
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BUILDING HEIGHT PROVIDED =	< 35'
BUILDING COVERAGE ALLOWED =	35%
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BUILDING FRONT YARD SETBACK PROVIDED =	125.8'
BUILDING REAR YARD SETBACK REQUIRED =	40.0'
BUILDING REAR YARD SETBACK PROVIDED =	40.0'
BUILDING SIDE LOT SETBACK REQUIRED =	40.0'
BUILDING SIDE LOT SETBACK PROVIDED =	67.9'
PARKING SETBACK REQUIRED TO ROW =	20.0'
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PARKING SETBACK REQUIRED TO SF PROP. =	10.0'
PARKING SETBACK PROVIDED TO SF PROP. =	11.7'

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PARKING SPACES REQUIRED =	2 SPACES / DU
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* PROPERTY TO BE REZONED

[1] SITE DATA TABLE IS BASED ON 3 PARCELS COMBINED (3230, 3238 & 3260 MILLERSPORT)

NOTES:
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DESIGNED BY:	JCM
DRAWN BY:	JCM
CHECKED BY:	MJM
CAD FILE:	M2011

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS DRAWING IS A VIOLATION OF SECTION 7209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW

REVISIONS	DATE	BY/CHK
ADD PROPERTY LINES	10.18.24	JCM
CLIENT REVISIONS	06.27.24	JCM/MJM
PARCELS COMBINED	06.11.24	JCM/MJM

METZGER CIVIL ENGINEERING, PLLC
8245 SHERIDAN DR.
WILLIAMSVILLE, NY 14221
PH: 716-633-2601
FAX: 716-633-2704
CIVIL ENGINEERING
LAND PLANNING
SITE DESIGN
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MULTI-FAMILY HOUSING DEVELOPMENT
3230-3238 MILLERSPORT HIGHWAY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

CONCEPT PLAN

SCALE:	1" = 20'
DATE:	FEBRUARY 2, 2024
JOB NO:	M-2011
DRAWING NO:	CP-1

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EXHIBIT 7

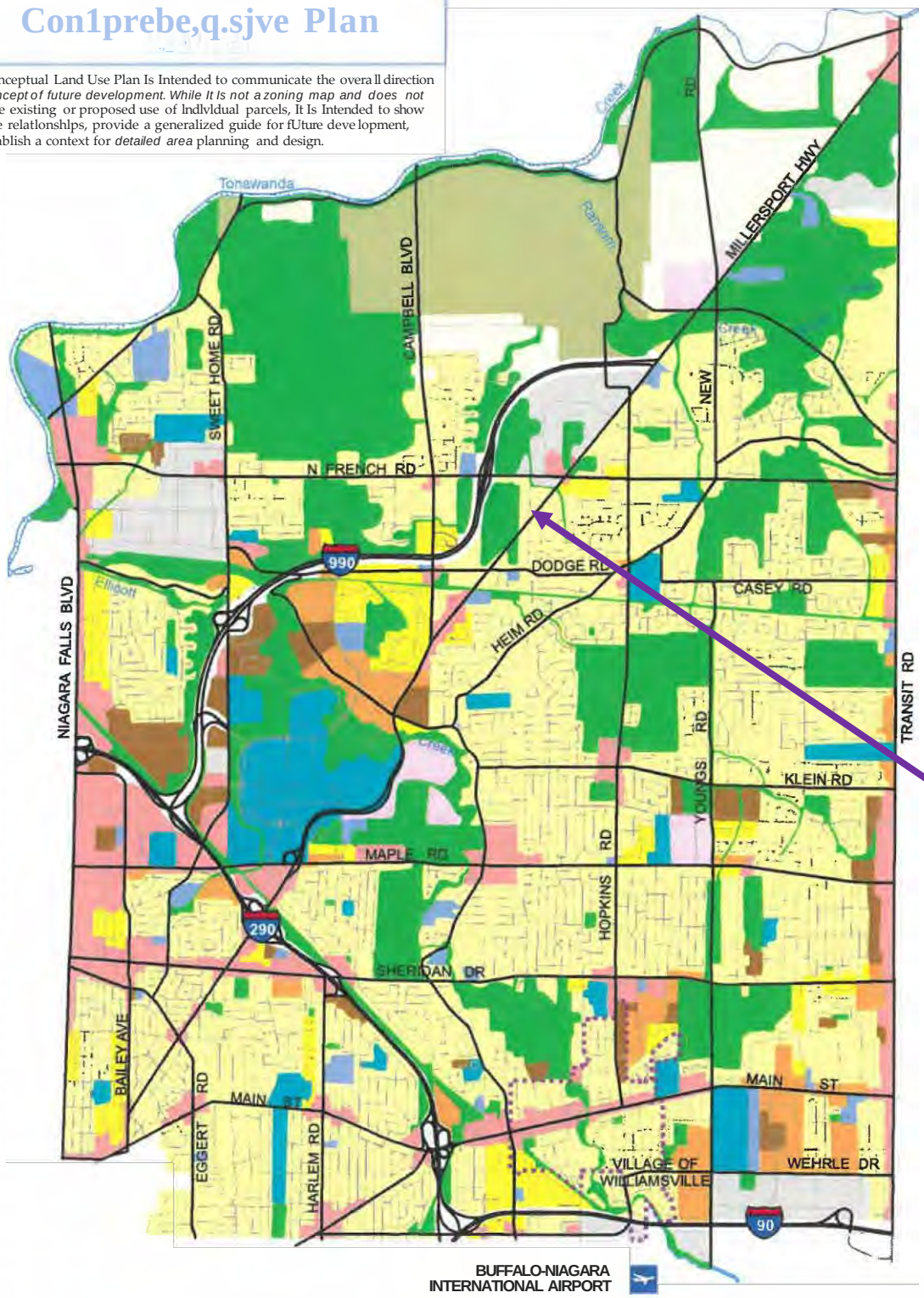
Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

EXHIBIT 8

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

Town of Amherst Bicentennial Con1prebe,q.sjve Plan

The Conceptual Land Use Plan Is Intended to communicate the overa ll direction *and concept of future development. While It Is not a zoning map and does not* show the existing or proposed use of Indlvldual parcels, It Is Intended to show land use relatlonshlps, provide a generalized guide for fUture deve lopment, and establish a context for *detailed area* planning and design.



Project Site Location

FIGURE 6

Conceptual Land Use Plan

- Rural Rasldenllal
- Single Family Residential
- *Mixed* Residential
- Medium Residential
- Commerdal/ Mixed Use'
- Special Use Cenler
- Commerdal - Office
- Industrial - Office
- Community FacRlties
- Educational Campus
- Recreation, Open Space & Greenways
- Ag◆cunure
- Transportallon
- [IT]J surface Water
- • • Village of WilUamsville Bounda,y

• See Map **Figure** 6-A for Additional Designations

SOURCE NOTES:

Original **Source** Data Pruvided by **Iha Town of** Amherst Information Technology Department, URS Corporation and Wallace Roberts & Todd, LLC

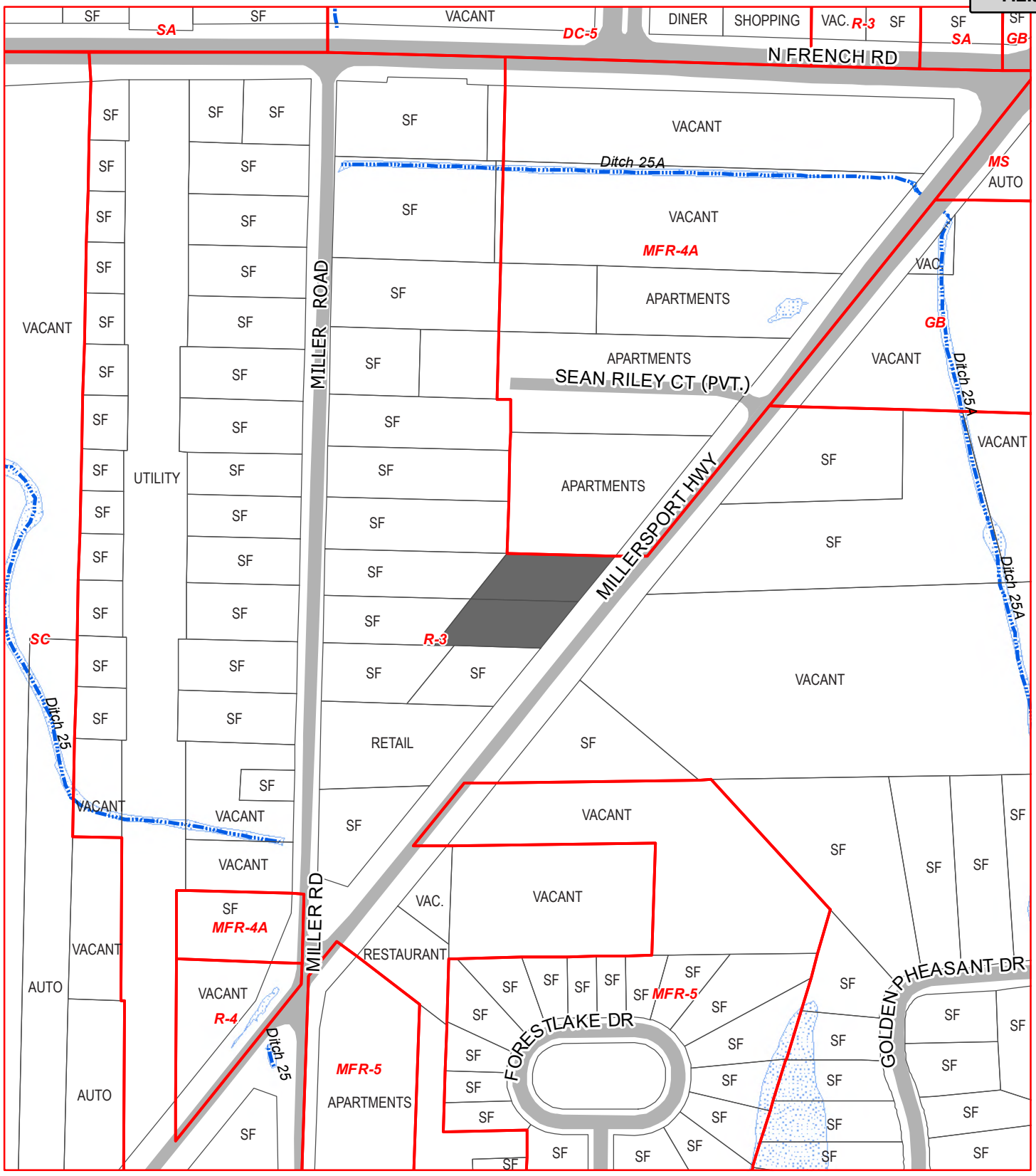
Map Compiled by Iha Town of Amherst **Planning** Department

Dale: Deceni>er 2020

N

0 0.25 0.5 0.75 1 1.25 Miles

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)



Z-2024-03

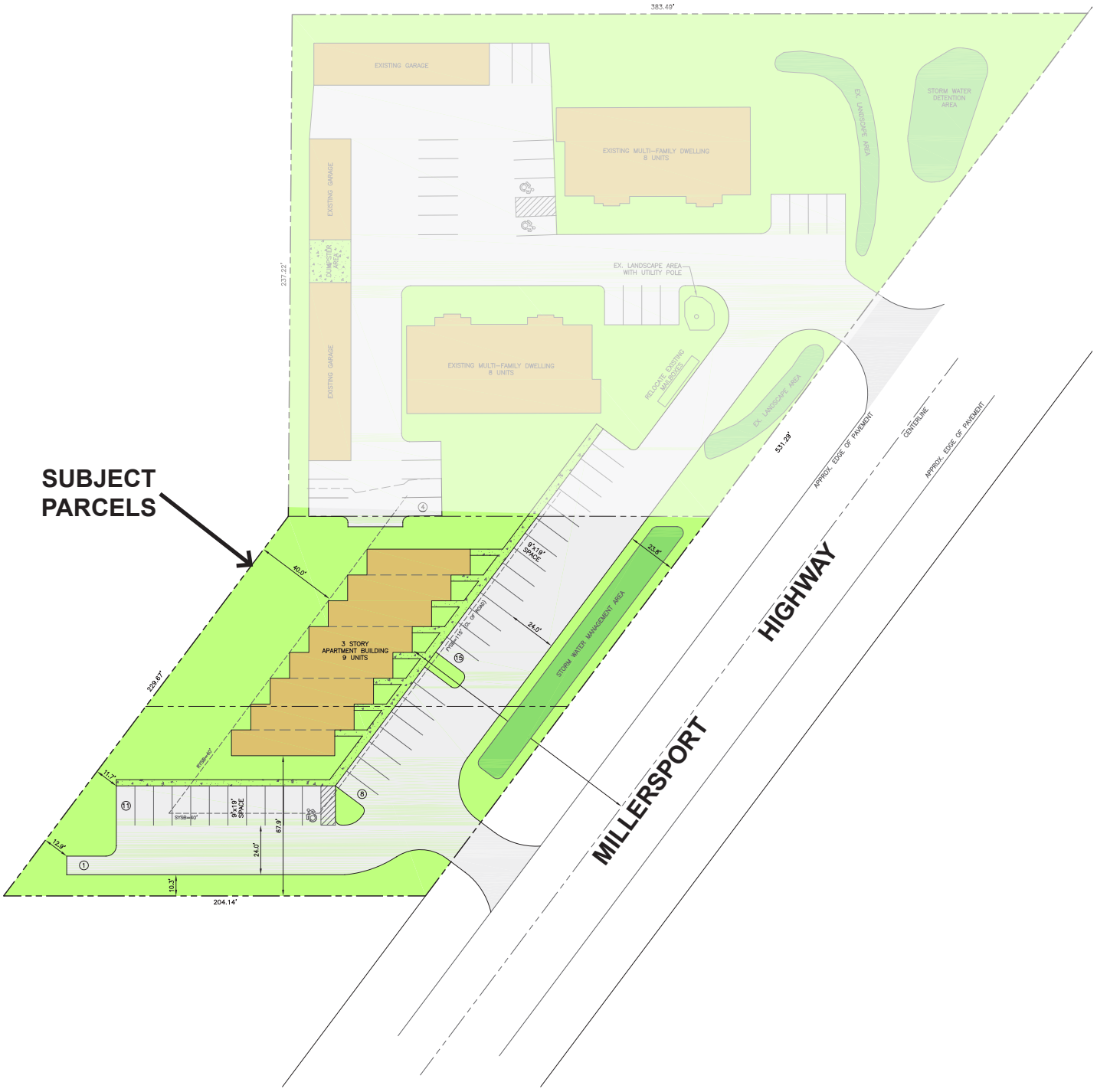
Request to Rezone 0.861+/- acres of Land from R-3 to MFR-4A
Property Located at 3230 & 3238 Millersport Highway
Emily's Garden Estates, Petitioner

April 17, 2025

3230 & 3238 Millersport Highway

Prepared by the Town of Amherst Planning Department

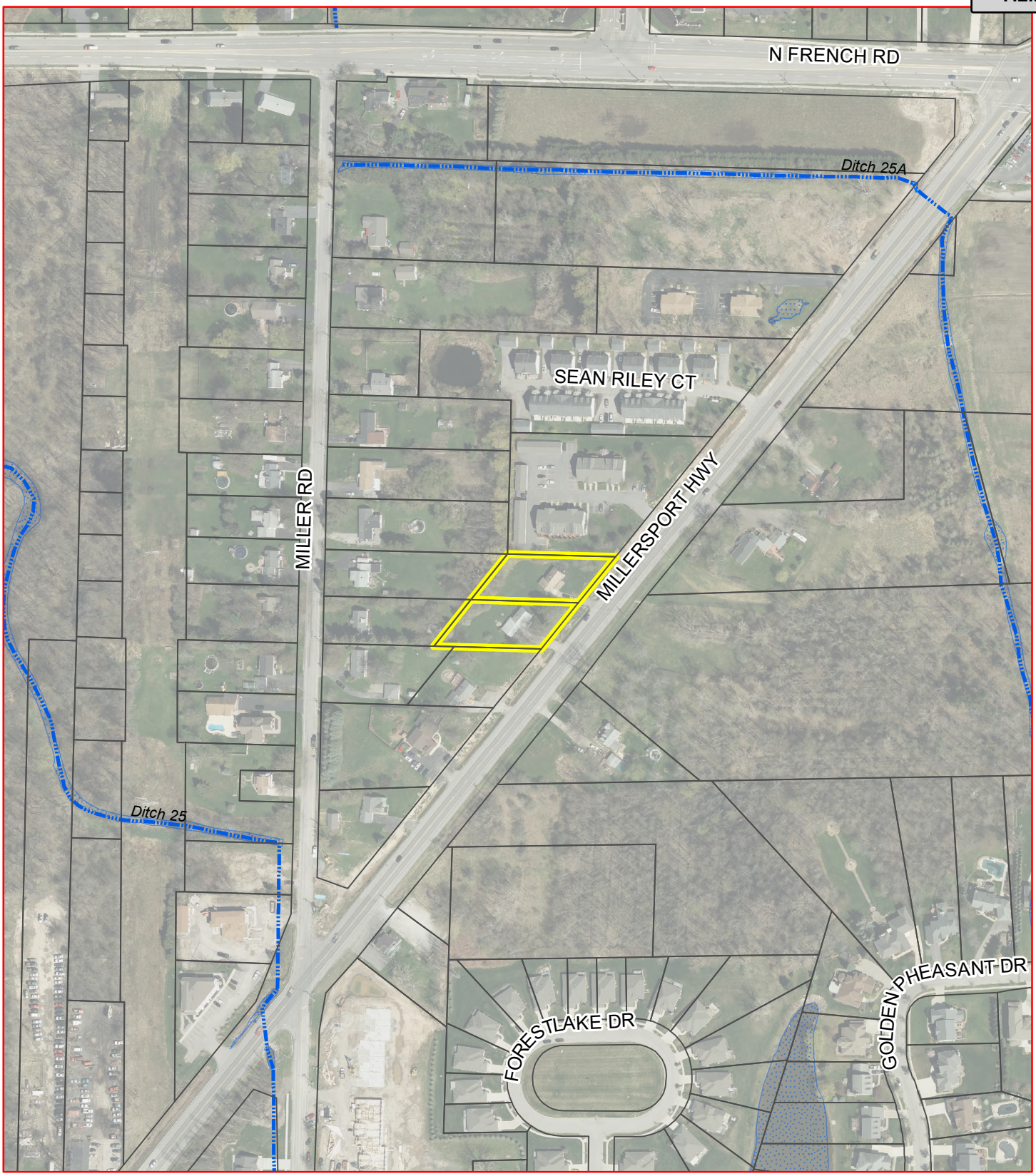
Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)



CONCEPT PLAN

Z-2024-03
3280 & 3238 Millersport Highway
Received: 12/19/24

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)



Z-2024-03

Request to Rezone 0.861+/- acres of Land from R-3 to MFR-4A
Property Located at 3230 & 3238 Millersport Highway
Emily's Garden Estates, Petitioner

April 17, 2025

3230 & 3238 Millersport Highway

Prepared by the Town of Amherst Planning Department

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AIC
Assistant Planning Direc

RECEIVED
DEC 03 2024
TOWN OF AMHERST
BUILDING DEPT

MEMORANDUM

November 26, 2024

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg) KH 2/10/25
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT
Williamsville School District

RECEIVED
FEB 10 2025
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 0.861± ACRES OF LAND FROM R-3 TO MFR-4A, **Z-2024-03**; PROPERTY LOCATED AT **3230 & 3238 MILLERSPORT HIGHWAY**. EMILY'S GARDEN ESTATES, INC., PETITIONER.

REVIEW:

Do you agree with all statements made? No objections.

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Print Name: KRISTA HALT

Signature: Krista K Halt **Date:** 2/10/25

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2024\Z-2024-03_(3230_&_3238_Millersport_Hwy)_2024\Z-2024-03_Transmittal_112624.doc

cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Emily Garden Estates, Inc., 2217 Sweet Home Road, Amherst, NY 14228
Sean Hopkins, 35 California Drive, Suite 100, Williamsville, NY 14221
Jake Metzger, Metzger Civil Engineering, 8245 Sheridan Drive, Williamsville, NY 14221

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AIC
Assistant Planning Direct

MEMORANDUM November 26, 2024

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT
Williamsville School District

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

SUBJECT: REQUEST TO REZONE 0.861± ACRES OF LAND FROM R-3 TO MFR-4A, **Z-2024-03**; PROPERTY LOCATED AT **3230 & 3238 MILLERSPORT HIGHWAY**. EMILY'S GARDEN ESTATES, INC., PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: none at this time.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Print Name: Doug Gesel

Signature: Doug Gesel **Date:** 1/17/25

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2024\Z-2024-03_(3230_&_3238_Millersport_Hwy)_2024\Z-2024-03_Transmittal_112624.doc

cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Emily Garden Estates, Inc., 2217 Sweet Home Road, Amherst, NY 14228
Sean Hopkins, 35 California Drive, Suite 100, Williamsville, NY 14221
Jake Metzger, Metzger Civil Engineering, 8245 Sheridan Drive, Williamsville, NY 14221

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

Carrato, Amy

From: dot.sm.r05.SEQR <dot.sm.r05.SEQR@dot.ny.gov>
Sent: Tuesday, December 31, 2024 2:58 PM
To: Fadel, Bryan
Cc: Hall, David (ERIE)
Subject: RE: Request to Rezone, 3230 & 3238 Millersport Highway 2024-187
Attachments: Z-2024-03-draw-1qvc0zfzqq NYSDOT.pdf

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Bryan,

The New York State Department of Transportation (NYSDOT) has reviewed the documentation provided for 3230 & 3238 Millersport Highway and has the following comments:

- NYSDOT concurs with the Town of Amherst for it to act as the Lead Agency
- The proposed development should use the existing driveway near the existing multi-family dwellings. NYSDOT only permits 1 driveway on State Highways. Please, submit updated site plan addressing the comments.

- A NYSDOT Highway Work Permit will be required for work located within the State Highway Right-of-Way. More detailed plans will be required for the Highway Work permit application and an additional site engineering review will be performed as part of the Highway Work Permit process. This correspondence does not constitute approval for the purpose of a Highway Work Permit.
    - A separate permit will be required for any sanitary sewer work performed during construction.
    - Additional information on permits can be found at: https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/traffic-operations-section/highway-permits
    - Applicant should direct the Highway Work Permit application and/or questions to:

Erie North County Residency
Kathryn Poodry
Assistant Resident Engineer
New York State Department of Transportation Region 5
Broadway & Indian Road, Depew, New York 14043
716-683-3476| Kathryn.Poodry@dot.ny.gov

ALYSSA SCHOENFELDT *(she/her)*
Transportation Analyst Trainee 2

Department of Transportation Region 5
100 Seneca Street, Buffalo, NY 14203
(716) 847-3967 | alyssa.schoenfeldt@dot.ny.gov
dot.ny.gov

From: Fadel, Bryan
Sent: Tuesday, December 3, 2024 9:58 AM
To: Hall, David (ERIE) ; dot.sm.r05.SEQR
Subject: Request to Rezone, 3230 & 3238 Millersport Highway

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Please review the subject attached project and advise the Planning Department of any recommendations and/or requirements. Digital versions of the site plan materials may be viewed and/or downloaded from: https://www.amherst.ny.us/content/development_projects_pending.php.

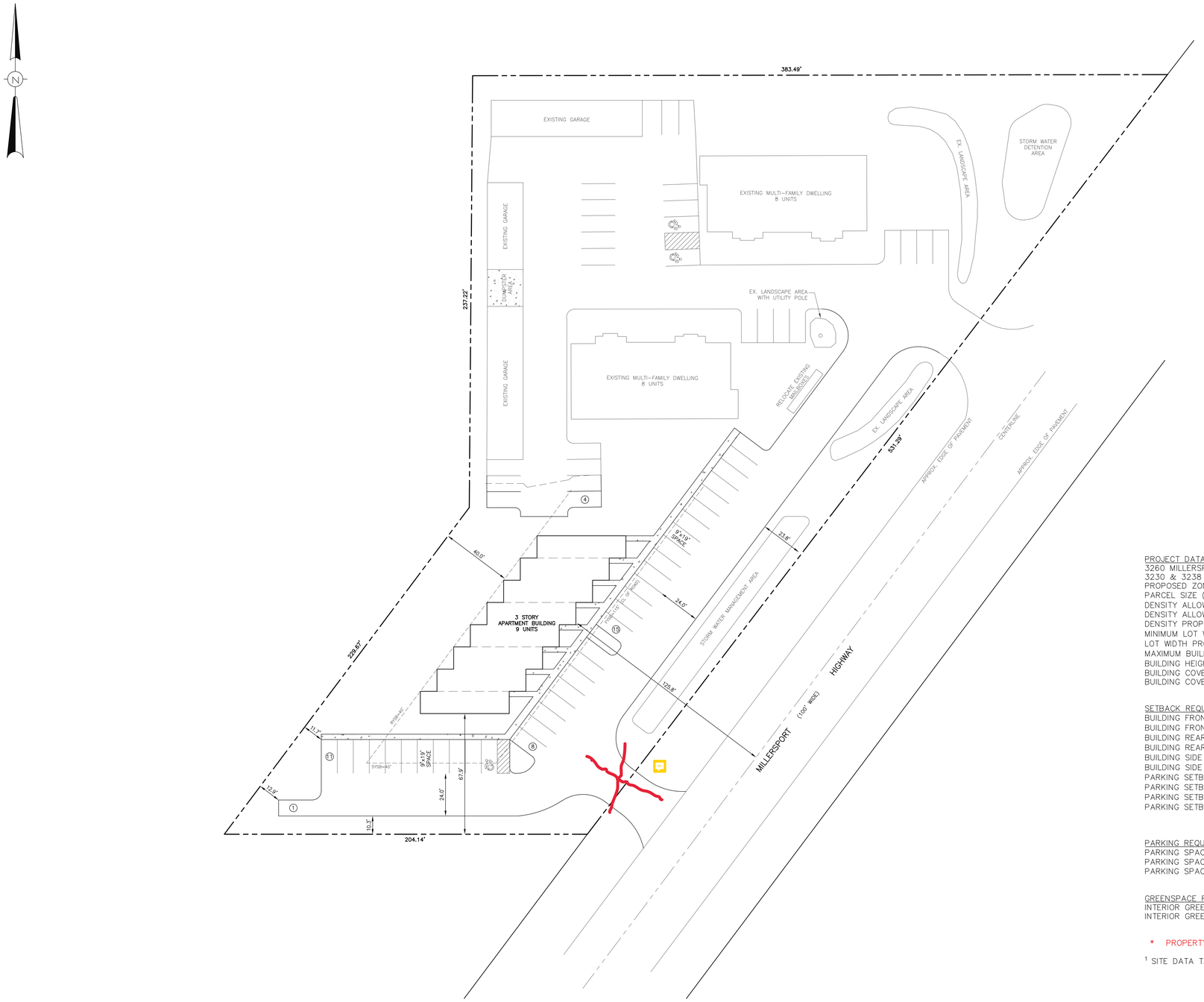
Please send your response to our department and provide a copy of the response to the project petitioner and or their representative by **Friday, January 3** or notify us if there is a problem and additional time is required for review.

A completed 239m Referral Form is attached as part of the ECDEP attachment.

--

Bryan Fadel
Senior Clerk | Town of Amherst Planning Department

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)



PROJECT DATA[1]

3260 MILLERSPORT ZONING:	MFR-4A
3230 & 3238 MILLERSPORT ZONING:	R-3
PROPOSED ZONING:	MFR-4A*
PARCEL SIZE (3 PARCELS COMBINED) =	109,131 SF (2.51 ACRES)
DENSITY ALLOWED =	1 DU / 4,300 SF
DENSITY ALLOWED =	25 UNITS
DENSITY PROPOSED =	25 UNITS (16 EXISTING & 9 PROPOSED)
MINIMUM LOT WIDTH ALLOWED =	120.0'
LOT WIDTH PROVIDED =	537'± (PARCELS TO BE COMBINED)
MAXIMUM BUILDING HEIGHT ALLOWED =	35'
BUILDING HEIGHT PROVIDED =	< 35'
BUILDING COVERAGE ALLOWED =	35%
BUILDING COVERAGE PROVIDED =	17%

SETBACK REQUIREMENTS:

BUILDING FRONT YARD SETBACK REQUIRED =	115.0' FROM CL OF MILLERSPORT HWY
BUILDING FRONT YARD SETBACK PROVIDED =	125.8'
BUILDING REAR YARD SETBACK REQUIRED =	40.0'
BUILDING REAR YARD SETBACK PROVIDED =	40.0'
BUILDING SIDE LOT SETBACK REQUIRED =	40.0'
BUILDING SIDE LOT SETBACK PROVIDED =	67.9'
PARKING SETBACK REQUIRED TO ROW =	20.0'
PARKING SETBACK PROVIDED TO ROW =	23.8'
PARKING SETBACK REQUIRED TO SF PROP. =	10.0'
PARKING SETBACK PROVIDED TO SF PROP. =	11.7'

PARKING REQUIREMENTS:

PARKING SPACES REQUIRED =	2 SPACES / DU
PARKING SPACES REQUIRED =	50 SPACES
PARKING SPACES PROVIDED =	62 SPACES (23 EXISTING & 39 PROPOSED)

GREENSPACE REQUIREMENTS*:
INTERIOR GREENSPACE REQUIRED = 5%
INTERIOR GREENSPACE PROVIDED = 7%

* PROPERTY TO BE REZONED

[1] SITE DATA TABLE IS BASED ON 3 PARCELS COMBINED (3230, 3238 & 3260 MILLERSPORT)

NOTES:
1) BASED ON BOUNDARY SURVEYS BY McINTOSH & McINTOSH, P.C. DATED AUGUST 21, 2006 (3238 MILLERSPORT) AND FOIT-ALBERT ASSOCIATES DATED NOVEMBER 14, 2013 (3230 MILLERSPORT). THIS IS NOT A PROPERTY SURVEY.

DESIGNED BY:	JCM
DRAWN BY:	JCM
CHECKED BY:	MJM
CAD FILE:	M2011

NOTE:
UNAUTHORIZED ALTERATION OR ADDITION TO THIS DRAWING IS A VIOLATION OF SECTION 7209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

CLIENT REVISIONS	06.27.24	JCM/MJM
PARCELS COMBINED	06.11.24	JCM/MJM
REVISIONS	DATE	BY/CHK

METZGER CIVIL ENGINEERING, PLLC
8245 SHERIDAN DR.
WILLIAMSVILLE, NY 14221
PH: 716-633-2601
FAX: 716-633-2704
CIVIL ENGINEERING
LAND PLANNING
SITE DESIGN
MUNICIPAL ENGINEERING

MULTI-FAMILY HOUSING DEVELOPMENT
3230-3238 MILLERSPORT HIGHWAY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

CONCEPT PLAN

SCALE:	1" = 20'
DATE:	FEBRUARY 2, 2024
JOB NO:	M-2011
DRAWING NO:	CP-1

© 2024 METZGER CIVIL ENGINEERING, PLLC

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

TOWN OF AMHERST

ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038
FAX 716-631-7144

Emily A. Murphy
Assessor
emurphy@amherst.ny.us

MEMORANDUM

TO: Daniel Ulatowski, AICP, Associate Planning Director
Douglas Gesel, Supervising Code Enforcement Officer
Jeff Burroughs, Town Engineer
Scott Marshall, Principle Planner

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: December 4, 2024

SUBJECT: Request to Rezone 0.861±Acres of Land from R-3 To MFR-4A, Z-2024-03
Property Location: **3230 & 3238 Millersport Hwy**
Petitioner: **Emily's Garden Estates, Inc.**

Assessor agrees with all statements

cc: Sean Hopkins, 5500 Main St., Ste. 343, Williamsville, NY 14221
Emily Garden Estates, Inc., 2217 Sweet Home Rd., Amherst, NY 14228
Jake Metzger, Metzger Civil Engineering, 8245 Sheridan Dr., Williamsville, NY 14221

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, NY AND REPLY TO MUNICIPALITY

Note: Please complete and send one copy with attachments to Erie County Division of Planning, Room 1053, 95 Franklin Street, Buffalo, N.Y. 14202. Retain a copy for your files.

DO NOT WRITE IN THIS SPACE

Case No.: SP-24-635

Received: 12/3/2024

The proposed action described herein is referred in accordance with the provisions of the General Municipal Law, which provides that if no reply is received in 30 days after receipt of full information including a SEQR EAF if applicable, the municipal agency may take final action without considering such reply. If, however, reply is received at any time prior to municipal action, such reply must be considered.

Description of Proposed Action

1. Name of Municipality: Town of Amherst

2. Hearing Schedule: **Date** January 16, 2024 **Time** 6:30 pm **Location** 5583 Main Street

3. Action is before: ☒ Legislative Body ☐ Board of Appeals ☒ Planning Board

4. Action consists of: ☐ New Ordinance ☒ Rezone/Map Change ☐ Ordinance Amendment ☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other

5. Location of Property: ☐ Entire Municipality ☒ Specific as follows: 3230 & 3238 Millersport Hwy

6. Referral required as Site is within 500'of: ☐ State or County Property/Institution ☐ Municipal Boundary ☐ Farm Operation located in an Agricultural District ☐ Expressway ☐ County Road ☒ State Highway ☐ Proposed State or County Road, Property, Building/ Institution, Drainageway

7. Proposed change or use: Rezone 0.86 acres of land from Residential District Three (R3) to Multifamily Residential District Four A (MFR-4A)

8. Other remarks: (ID#, SBL#, etc.) Z-2024-03, SBL #s 27.00-2-41 & 27.00-2-40

9. Submitted by: Scott A. Marshall, Principal Planner **Date:** November 26, 2024

Mailing Address: Town of Amherst Planning Department, 5583 Main Street, Williamsville, NY 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 12/3/2024. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Form ZR-3, Comment on Proposed Action is attached hereto.**
3. ☐ **The proposed action is subject to review; the Division makes the recommendation shown on Form ZR-4, Recommendation on Proposed Action, which is attached hereto.**
4. ☒ **No recommendation; proposed action has been reviewed and determined to be of local concern**

By the Division of Planning: Dan M. Hall **Date:** 1/16/2025

Attachment: Z-2024-03_TB letter packet_052725a (RES-2025-499 : 3230 & 3238 Millersport Highway Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Councilmembers
Initiated by: **Angela Marinucci**
Co-Sponsored by:

DOC ID: 30487 **RESOLUTION 2025-500** **ADOPTED**

Amherst Community Diversity Commission Election of Officers

WHEREAS, on March 11, 2025, a Amherst Community Diversity Commission (ACDC) meeting was called to order to elect new members for three officer positions; and

WHEREAS, Chair Dr. Devgun announced his decision to resign from the role of the Chair; and

WHEREAS, the former Chair, Dr. Devgun, opened a motion to accept nominations from the floor to elect a new chair, vice chair and secretary; and

WHEREAS, member Zhen Liu accepted the nomination by two members and the ACDC members unanimously voted to elect Zhen to serve as Chair; and

WHEREAS, Dr. Devgun expressed interest in serving as Vice Chair and the ACDC members unanimously nominated and voted to elect Dr. Devgun to serve as Vice Chair; and

WHEREAS, member Solomon Joseph accepted the nomination by Zhen Liu, and the ACDC members unanimously elected Solomon to serve as Secretary;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorize the ACDC recommendations for the nominations and elections of Zhen Liu as the Chair and Dr. Mohan Devgun as the Vice Chair for the remainder of their terms which expires on 12/31/2025, and Solomon Joseph to serve as Secretary for the remainder of his term which expires on 12/31/2026.

5/27/2025
Consent

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30493 **RESOLUTION 2025-501** **ROLL CALL VOTE (ADOPTED)**

North Bailey Senior Shelter (Bond Resolution - $335,000)

AGENDA ITEM : MAY 27th, 2025

TO: **Town Board**

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

DATE: **May 21, 2025**

RE: **North Bailey Senior Shelter**
2025-2030 C.I.P. – Project YR-10A
Bond Resolution - $335,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $335,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item – May 27, 2025**)
Jennifer Adams, CPA, Interim Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Sean Pellow, Director of Facilities (*w/attachments*)

5/27/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 4-0.

FINANCIAL IMPACT:

Bond Resolution - $335,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Attachment: SEQR (RES-2025-501 : North Bailey Senior Shelter (Bond Resolution - $335,000))

MEMORANDUM May 21, 2025

TO: Sean Pellow, Director of Facilities

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

RE: SEQR Classification – N. Bailey Senior Shelter
2025-2030 C.I.P. Project YR-10A

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(2)& (9). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\05_14_2025 YR-10A Norh Bailey Senior Shelter.docx

cc: Steven Bengart, Esq., Town Attorney
Daniel Howard, Planning Director

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

May 27, 2025

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on May 27, 2025.

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

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2025-501 : North Bailey Senior Shelter (Bond Resolution - $335,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 27, 2025, AUTHORIZING IMPROVEMENTS TO THE NORTH BAILEY SENIOR SHELTER, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $335,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $335,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake improvements to the North Bailey Senior Shelter as described in the map, plan and report dated May 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project YR-10A). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $335,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $335,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $335,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2025-501 : North Bailey Senior Shelter (Bond Resolution - $335,000))

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said $335,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 12(a)(1) of the Law, is twenty-five (25) years.

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

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

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

Attachment: CertBondReso (RES-2025-501 : North Bailey Senior Shelter (Bond Resolution - $335,000))

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

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

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

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

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

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

Attachment: CertBondReso (RES-2025-501 : North Bailey Senior Shelter (Bond Resolution - $335,000))

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause to be published, in full, in "The Amherst Bee," a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

Attachment: CertBondReso (RES-2025-501 : North Bailey Senior Shelter (Bond Resolution - $335,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on May 27, 2025, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

"BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 27, 2025, AUTHORIZING IMPROVEMENTS TO THE NORTH BAILEY SENIOR SHELTER, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $335,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $335,000 TO FINANCE SAID APPROPRIATION,"

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

FIRST: AUTHORIZING said Town is authorized to undertake improvements to the North Bailey Senior Shelter as described in the map, plan and report dated May 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project YR-10A); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $335,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $335,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $335,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is twenty-five (25) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

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

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

Attachment: CertBondReso (RES-2025-501 : North Bailey Senior Shelter (Bond Resolution - $335,000))

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

DATED: May 27, 2025

FRANCINA J. SPOTH,
Town Clerk

Section 8. The Town Clerk is hereby authorized and directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

Attachment: CertBondReso (RES-2025-501 : North Bailey Senior Shelter (Bond Resolution - $335,000))

The adoption of the foregoing resolution was seconded by _____and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2025-501 : North Bailey Senior Shelter (Bond Resolution - $335,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on May 27, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of May, 2025.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2025-501 : North Bailey Senior Shelter (Bond Resolution - $335,000))

Town of Amherst

Facilities Department

North Bailey Senior Shelter

2025 – 2030 Capital Improvement Project YR-10A

MAP, PLAN & REPORT

May 2025

Contents:

• Background
• Location
• Project Description and Improvements
• Project Justification
• Anticipated Project Schedule
• Financial Summary
• Taxation Summary
• SEQR Determination

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

Attachment: MPR 2025 YR-10A North Bailey Senior Shelter (RES-2025-501 : North Bailey Senior Shelter (Bond Resolution - $335,000))

Town of Amherst, North Bailey Senior Shelter
2025-2030 Capital Improvement Project YR-10A
Map, Plan & Report

Background

The Town of Amherst is undertaking the conversion of 4110 Bailey Avenue into the North Bailey Senior Shelter, a facility dedicated to serving the community's senior population. Once complete, the shelter will offer a range of services and programs commonly associated with senior centers, including congregate dining, health and wellness initiatives, fitness classes, and opportunities for social engagement.

In addition to its day-to-day programming, the North Bailey Senior Shelter will be equipped to function as an emergency shelter for the Town, providing essential support during times of need. This project reflects the Town's ongoing commitment to expanding access to senior services and strengthening community resilience.

Amended CIP Excerpt:

CIP No.	Project Description	2025 CIP Allocations	Amended 2025 CIP Allocations
ACP-1	Amherst Central Park Focus Area 1	$1,000,000 LA $1,000,000 F/S[1] $250,000 F/S[2] $545,000 X[1]	$ 0 LA $1,000,000 F/S[1] $ 0 F/S[2] $545,000 X[1]
YR-1A	Paradise Park Restroom Improvement	$305,000 LA $250,000 X[2]	$645,000 LA $250,000 X[2]
YR-9A (new)	North Forest Park Renovations (Pool renovations and construction of a new splashpad and playground)	0	$325,000 LA $250,000 F/S[3] $150,000 X[3]
YR-10A (new)	North Bailey Senior Shelter	0	$335,000 LA
	Total Allocated Town-bonded Funds	**$1,000,000 LA**	**$1,000,000 LA**

LA: General Fund Bond
F/S[2]: OPRHP Grant Funds (Splashpad)
X[2]: Erie County Grant Funds
F/S[1]: DASNY Grant Funds (Playground)
X[1]: Erie County Grant Funds (Wintermarket)
X[3]: Jolly Boys Grant Funds (Playground)

Attachment: MPR 2025 YR-10A North Bailey Senior Shelter (RES-2025-501 : North Bailey Senior Shelter (Bond Resolution - $335,000))

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

Francina J. Spoth
Town Clerk

Meeting: 04/07/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30301 **RESOLUTION 2025-384** **ADOPTED**

2025 - 2030 Capital Improvement Program Amendment CIP Project Nos. ACP-1, YR-1A, 9A & 10A

The Engineering Services Division is recommending amendment of the 2025 - 2030 Capital Improvement Program for the above project in the amounts shown in the table below. As the Amherst Central Park renovations are likely to be delayed, the town bond portion of those funds will be reallocated to cover costs associated with other townwide recreational and senior citizen related needs and improvements.

CIP No.	Project Description	2025 CIP Allocations	Amended 2025 CIP Allocations
ACP-1	Amherst Central Park Focus Area 1	$1,000,000 LA $1,000,000 F/S[1] $250,000 F/S[2] $545,000 X[1]	$ 0 LA $1,000,000 F/S[1] $ 0 F/S[2] $545,000 X[1]
YR-1A	Paradise Park Restroom Improvement	$305,000 LA $250,000 X[2]	$645,000 LA $250,000 X[2]
YR-9A (new)	North Forest Park Renovations (Pool renovations and construction of a new splashpad and playground)	0	$325,000 LA $250,000 F/S[2] $150,000 X[3]
YR-10A (new)	North Bailey Senior Shelter	0	$335,000 LA
	Total Allocated Town-bonded Funds	**$1,000,000 LA**	**$1,000,000 LA**

LA: General Fund Bond
F/S[2]: OPRHP Grant Funds (Splashpad)
X[2]: Erie County Grant Funds
F/S[1]: DASNY Grant Funds (Playground)
X[1]: Erie County Grant Funds (Wintermarket)
X[3]: Jolly Boys Grant Funds (Playground)

Please approve amendment of the 2025-2030 Capital Improvement Program and allocate funding as shown above. Please note that the above request is a budget neutral amendment.

4/7/2025
Consent

FINANCIAL IMPACT:

Total Allocated Town-bonded Funds$1,000,000 LA $1,000,000 LA

Attachment: MPR 2025 YR-10A North Bailey Senior Shelter (RES-2025-501 : North Bailey Senior Shelter (Bond Resolution - $335,000))

Location

The parcel is located at 4110 Bailey Ave, Buffalo NY 14226. SBL: 67.73-1-10.

Figure 1 - Project Location

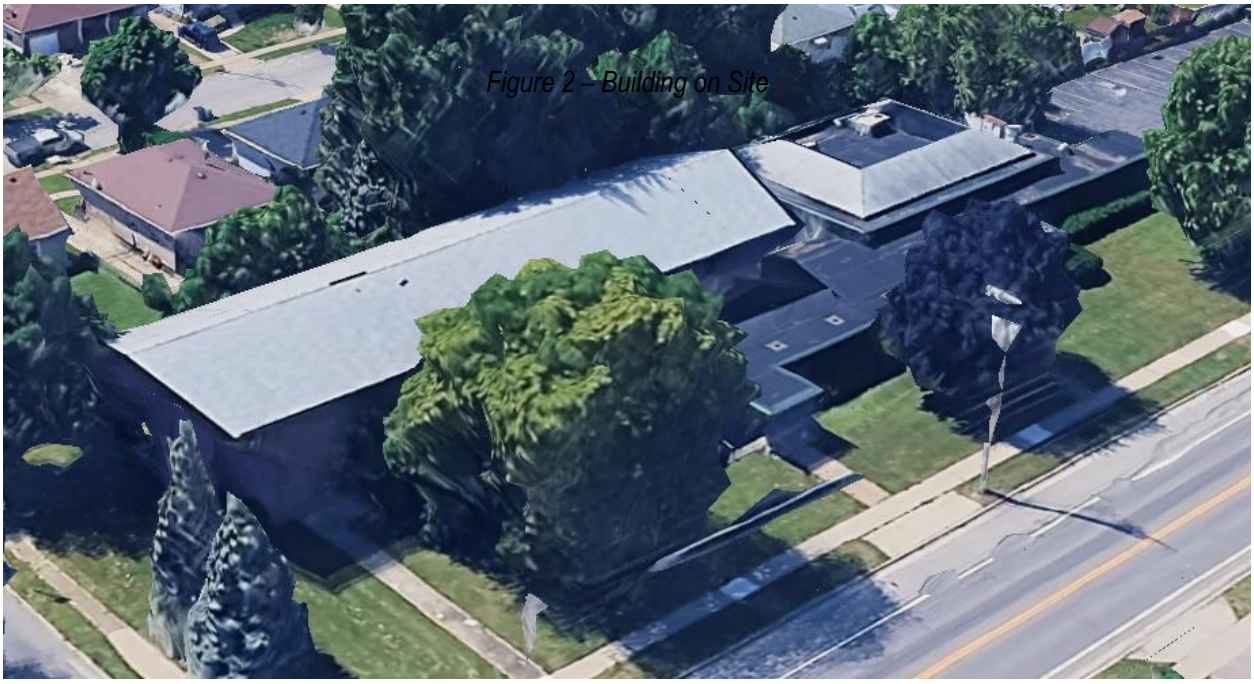


Figure 2 – Building on Site

Attachment: MPR 2025 YR-10A North Bailey Senior Shelter (RES-2025-501 : North Bailey Senior Shelter (Bond Resolution - $335,000))

Project Description and Improvements

The project includes the following scope of work:

- Accessibility Upgrades
  - Including parking & site access
- Safety / Code Improvements
- Roofing & Gutter Upgrades
- Interior & Exterior Improvements
- Safety / Code requirement improvements
- Mechanical / Electrical / Plumbing improvements
  - Including new generator
  - Upgrades to HVAC system
- Site Improvements

Other projects may be prioritized on an as-needed basis.

Project Justification

This project is necessary to establish a dedicated facility that addresses the growing demand for senior services in the Town of Amherst. The conversion of 4110 Bailey Avenue into the North Bailey Senior Shelter will provide a much-needed resource in an area that would benefit from community reinvestment. The building requires upgrades to meet current safety codes, accessibility standards, and to support the programmatic needs of a modern senior services facility.

In addition to serving as a hub for daily programming, the Shelter will function as an emergency shelter for the Town. Ensuring that the facility is safe, accessible, and fully operational is essential to meeting both routine and critical community needs.

Anticipated Project Schedule

Bond Action:	May 2025
Construction:	Starting June 2025, anticipated end date December 2026

Attachment: MPR 2025 YR-10A North Bailey Senior Shelter (RES-2025-501 : North Bailey Senior Shelter (Bond Resolution - $335,000))

Financial Summary

The Town of Amherst identified funding in the approved 2025-2030 Capital Improvement Program under Project ACP-1, which was amended with Resolution 2025-384, and now listed as Project YR-10A for a total of $335,000. The funds have been identified as a General Fund Bond with a minimum useful life of **20** years.

Construction	323,450
Contingency @ 3%	10,050
Legal / Admin	1,500
TOTAL	**$ 335,000**

Taxation Summary

Total Bond Amount	$335,000 (General Fund)
Bond Term	20 Years
Annual Tax Impact	$0.0014 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$0.4774 per $346,000 AV at 100% Equalization

SEQR Determination

See attached memo from the Amherst Planning Department.

Attachment: MPR 2025 YR-10A North Bailey Senior Shelter (RES-2025-501 : North Bailey Senior Shelter (Bond Resolution - $335,000))

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30492 **RESOLUTION 2025-502** **ROLL CALL VOTE (ADOPTED AS AMENDED)**

North Forest Park Renovations (Bond Resolution - $325,000)

AGENDA ITEM : MAY 27th, 2025

TO: **Town Board**

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

DATE: **May 21, 2025**

RE: **North Forest Park Renovations**
2025-2030 C.I.P. – Project YR-9A
Bond Resolution - $325,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $325,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item – May 27, 2025**)
Jennifer Adams, CPA, Interim Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Sean Pellow, Director of Facilities (*w/attachments*)

5/27/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 4-0.

FINANCIAL IMPACT:

Bond Resolution - $325,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Attachment: SEQR (RES-2025-502 : North Forest Park Renovations (Bond Resolution - $325,000))

MEMORANDUM May 14, 2025

TO: Sean Pellow, Director of Facilities

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

RE: SEQR Classification – North Forest Park renovations
2025-2030 C.I.P. Project YR-9A

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(2)& (9). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\05_14_2025 YR-9 North Forest Park Renovations.docx

cc: Steven Bengart, Esq., Town Attorney
Daniel Howard, Planning Director

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

May 27, 2025

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on May 27, 2025.

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

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2025-502 : North Forest Park Renovations (Bond Resolution - $325,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 27, 2025, AUTHORIZING IMPROVEMENTS TO NORTH FOREST PARK, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $325,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $325,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake improvements to North Forest Park, including swimming pool renovations, as described in the map, plan and report dated May 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project YR-9A). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $325,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $325,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $325,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2025-502 : North Forest Park Renovations (Bond Resolution - $325,000))

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said $325,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 61 of the Law, is fifteen (15) years.

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

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

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

Attachment: CertBondReso (RES-2025-502 : North Forest Park Renovations (Bond Resolution - $325,000))

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

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

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

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

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

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

Attachment: CertBondReso (RES-2025-502 : North Forest Park Renovations (Bond Resolution - $325,000))

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause to be published, in full, in "The Amherst Bee," a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

Attachment: CertBondReso (RES-2025-502 : North Forest Park Renovations (Bond Resolution - $325,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on May 27, 2025, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

> "BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 27, 2025, AUTHORIZING IMPROVEMENTS TO NORTH FOREST PARK, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $325,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $325,000 TO FINANCE SAID APPROPRIATION,"

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

FIRST: AUTHORIZING said Town is authorized to undertake improvements to North Forest Park, including swimming pool renovations, as described in the map, plan and report dated May 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project YR-9A); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $325,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $325,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $325,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

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

Attachment: CertBondReso (RES-2025-502 : North Forest Park Renovations (Bond Resolution - $325,000))

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

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

DATED: May 27, 2025

FRANCINA J. SPOTH,
Town Clerk

Section 8. The Town Clerk is hereby authorized and directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

Attachment: CertBondReso (RES-2025-502 : North Forest Park Renovations (Bond Resolution - $325,000))

The adoption of the foregoing resolution was seconded by _____and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2025-502 : North Forest Park Renovations (Bond Resolution - $325,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on May 27, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of May, 2025.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2025-502 : North Forest Park Renovations (Bond Resolution - $325,000))

Town of Amherst

Facilities Department

North Forest Park Renovations

2025 – 2030 Capital Improvement Project YR-9A

MAP, PLAN & REPORT

May 2025

Contents:

- Background
- Location
- Project Description and Improvements
- Project Justification
- Anticipated Project Schedule
- Financial Summary
- Taxation Summary
- Town of Amherst SEQR Determination

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

Attachment: MPR 2025 YR-9A North Forest Park Renovations - Revised (RES-2025-502 : North Forest Park Renovations (Bond Resolution -

Background

The North Forest Park has long served as a seasonal recreational destination for residents of the Town of Amherst, offering a place for swimming, outdoor activity, and community gathering during the summer months. Located in a residential area, the pool provides accessible aquatic opportunities for individuals and families, including youth programming and informal recreation.

As one of the Town's established public amenities, the North Forest Park plays an important role in supporting community health, wellness, and engagement. Its continued use over the years reflects the value residents place on local recreational infrastructure and the importance of maintaining spaces that promote active living and social connection.

Amended CIP Excerpt:

CIP No.	Project Description	2025 CIP Allocations	Amended 2025 CIP Allocations
ACP-1	Amherst Central Park Focus Area 1	$1,000,000 LA $1,000,000 F/S[1] $250,000 F/S[2] $545,000 X[1]	$ 0 LA $1,000,000 F/S[1] $ 0 F/S[2] $545,000 X[1]
YR-1A	Paradise Park Restroom Improvement	$305,000 LA $250,000 X[2]	$645,000 LA $250,000 X[2]
YR-9A (new)	North Forest Park Renovations (Pool renovations and construction of a new splashpad and playground)	0	$325,000 LA $250,000 F/S[2] $150,000 X[3]
YR-10A (new)	North Bailey Senior Shelter	0	$335,000 LA
	Total Allocated Town-bonded Funds	**$1,000,000 LA**	**$1,000,000 LA**

LA: General Fund Bond
F/S[2]: OPRHP Grant Funds (Splashpad)
X[2]: Erie County Grant Funds
F/S[1]: DASNY Grant Funds (Playground)
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X[3]: Jolly Boys Grant Funds (Playground)

Attachment: MPR 2025 YR-9A North Forest Park Renovations - Revised (RES-2025-502 : North Forest Park Renovations (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 04/07/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30301 **RESOLUTION 2025-384** **ADOPTED**

2025 - 2030 Capital Improvement Program Amendment CIP Project Nos. ACP-1, YR-1A, 9A & 10A

The Engineering Services Division is recommending amendment of the 2025 - 2030 Capital Improvement Program for the above project in the amounts shown in the table below. As the Amherst Central Park renovations are likely to be delayed, the town bond portion of those funds will be reallocated to cover costs associated with other townwide recreational and senior citizen related needs and improvements.

CIP No.	Project Description	2025 CIP Allocations	Amended 2025 CIP Allocations
ACP-1	Amherst Central Park Focus Area 1	$1,000,000 LA $1,000,000 F/S[1] $250,000 F/S[2] $545,000 X[1]	$ 0 LA $1,000,000 F/S[1] $ 0 F/S[2] $545,000 X[1]
YR-1A	Paradise Park Restroom Improvement	$305,000 LA $250,000 X[2]	$645,000 LA $250,000 X[2]
YR-9A (new)	North Forest Park Renovations (Pool renovations and construction of a new splashpad and playground)	0	$325,000 LA $250,000 F/S[2] $150,000 X[3]
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	Total Allocated Town-bonded Funds	**$1,000,000 LA**	**$1,000,000 LA**

LA: General Fund Bond
F/S[2]: OPRHP Grant Funds (Splashpad)
X[2]: Erie County Grant Funds
F/S[1]: DASNY Grant Funds (Playground)
X[1]: Erie County Grant Funds (Wintermarket)
X[3]: Jolly Boys Grant Funds (Playground)

Please approve amendment of the 2025-2030 Capital Improvement Program and allocate funding as shown above. Please note that the above request is a budget neutral amendment.

4/7/2025
Consent

FINANCIAL IMPACT:

Total Allocated Town-bonded Funds$1,000,000 LA $1,000,000 LA

Attachment: MPR 2025 YR-9A North Forest Park Renovations - Revised (RES-2025-502 : North Forest Park Renovations (Bond Resolution -

Location

The parcel is located at 85 North Forest Rd, Buffalo NY 14221. SBL: 68.20-9-26.14.

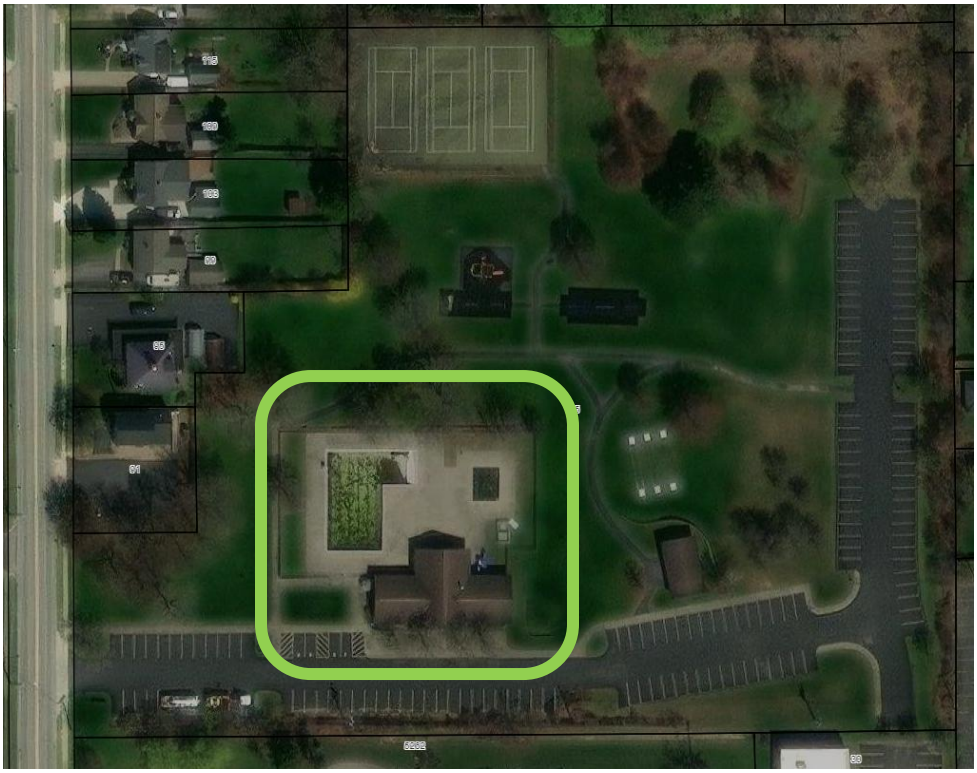


Figure 1 - Project Location

Figure 2 – Building on Site

Attachment: MPR 2025 YR-9A North Forest Park Renovations - Revised (RES-2025-502 : North Forest Park Renovations (Bond Resolution -

Project Description and Improvements

The project includes the following scope of work:

- Upgrades to Pool Building
  - Mechanical / Electrical / Plumbing Upgrades
  - New roofs, gutters, and siding
  - Upgrade interior finishes
  - Safety / Code requirement improvements
- Upgrades to other park amenities and site features such as retaining walls, picnic shelters, walkways, and/or fencing.

Other projects may be prioritized on an as-needed basis.

Project Justification

The planned improvements aim to enhance the functionality, safety, and appeal of the North Forest Park. Upgrades to the building will help ensure it continues to support pool operations and public use effectively.

Anticipated Project Schedule

Bond Action: May 2025
Construction: Starting June 2025, anticipated end date December 2027

Attachment: MPR 2025 YR-9A North Forest Park Renovations - Revised (RES-2025-502 : North Forest Park Renovations (Bond Resolution -

Financial Summary

The Town of Amherst identified funding in the approved 2025-2030 Capital Improvement Program under Project ACP-1, amended with Resolution 2025-384, and now listed as Project YR-9A. $325,000 of the funds have been identified as a General Fund Bond with a minimum useful life of **15** years.

Construction	$258,375
Design	$32,500
Contingency	$32,500
Legal/Admin	$1,625
Amount to Bond	**$325,000**

Taxation Summary

Total Bond Amount	$325,000 (General Fund)
Bond Term	15 Years
Annual Tax Impact	$0.0018 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$0.6097 per $346,000 AV at 100% Equalization

Town of Amherst SEQR Determination

See attached memo from the Amherst Planning Department.

Attachment: MPR 2025 YR-9A North Forest Park Renovations - Revised (RES-2025-502 : North Forest Park Renovations (Bond Resolution -

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM May 14, 2025

TO: Sean Pellow, Director of Facilities

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

RE: SEQR Classification – North Forest Park renovations
2025-2030 C.I.P. Project YR-9A

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(2)& (9). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\05_14_2025 YR-9 North Forest Park Renovations.docx

cc: Steven Bengart, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2025 YR-9A North Forest Park Renovations - Revised (RES-2025-502 : North Forest Park Renovations (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 30495 **RESOLUTION 2025-503** **ADOPTED**

License Agreement - 176 Londonderry Lane (Mohammad/Nargis) (CRS# 5561)

AGENDA ITEM : MAY 27th, 2025

TO: **Town Board**

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

DATE: **May 21, 2025**

RE: **Request for License Agreement (CRS #5561)**
Installation and Placement of Existing Fence
Property Located At:
176 Londonderry Lane, Getzville, New York 14068

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

The owners of the above-referenced property are seeking permission to install and place an existing fence that encroaches into a Town-owned Public Drainage easement, the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Highway Department.

Thank you for your consideration.

NMB:hs
Attachment
c: Timothy Koller, Deputy Town Clerk (*w/attachment*)
(**Agenda Item: May 27, 2025**)
Steve Floss, Highway Superintendent *(w/attachment*)
Craig Schreck, General Crew Chief (*w/attachment)*

5/27/2025
Consent

FINANCIAL IMPACT:

$230.00 Paid by homeowner to Town of Amherst ($150.00 - License Agreement; $80.00 ECCO Filing Fee)

A5010.02724

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

Return to: Town of Amherst
Attorney's Office
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST
LICENSE AGREEMENT

THIS AGREEMENT, made as of this ____ day of May, 2025, between the Town of Amherst, a municipal corporation existing under and by virtue of the laws of the State of New York, having its principal office at 5583 Main Street, Williamsville, New York 14221, Party of the First Part hereinafter referred to as the "Town" and

Rick Mohammad Abraham and Romana Nargis, Husband and Wife
176 Londonderry Lane
Getzville, New York 14068
SBL: 42.05-4-4

Parties of the Second Part hereinafter referred to as the "Owners."

WITNESSETH:

WHEREAS, the Owners are presently the owners of following described premises:

All of that tract or parcel of land situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 58, Township 12, Range 7 of the Holland Land Company's Survey and further distinguished as Subdivision Lot No. 84 as shown on a map filed in the Erie County Clerk's Office on under Map Cover No. 2554.

It is more commonly known as:

176 Londonderry Lane
Getzville, New York 14068
SBL: 42.05-4-4

WHEREAS, the Town became the holder of a public drainage easement on the northern portion of the property more fully depicted on the survey attached hereto as Exhibit "A;"

WHEREAS, the Owners are desirous of utilizing a portion of the aforementioned easement:

To allow the already installed fence to remain as is, said fence encroaching into the existing public drainage easement

TBA : 5.27.2025
Address : 176 Londonderry Lane
Owner Name : Abraham/Nargis

Attachment: LicAgr.176LondonderryLaneAbraham-05142025142344 (RES-2025-503 : License Agreement - 176 Londonderry Lane

as shown on the survey labeled Exhibit "A," and as depicted in photographs attached hereto as Exhibit "B."

WHEREAS, the intended use as hereinafter provided does not interfere with the municipal purpose of which said public drainage easement was acquired.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) paid to the Town, the receipt whereof is hereby acknowledged, and the covenants and promises hereinafter set forth the parties agree as follows:

The Town does hereby grant to the Owners, his/her successors, distributees and assigns a license and/or privilege to install, maintain, and use a portion of the public drainage easement as shown on Exhibit "A," subject to the following conditions:

a. There shall not be installed or placed devices, equipment or structures within the said easement area(s) without prior approval of the Town;

b. The use of said license in the easement area(s) shall not interfere or restrict the operation, maintenance, repair and/or reconstruction of the public drainage easement(s).

c. If it becomes necessary to remove said encroachment(s) for the purpose of repair and/or reconstruction of the easement area(s), the cost of the removal and reinstallation of said improvements shall be at the expense of the Owners, his/her successors, distributees and assigns.

d. If at any time the easement area(s) is/are exposed, unearthed or damaged, the Town shall be promptly notified and allowed inspection of said easement area(s).

e. Owners acknowledge and accept all consequences, including, but not limited to, damage to any and all structures, fixtures and/or assemblies that encroach into the easement area(s) as a result of any force majeure.

The Owners shall defend, indemnify and hold harmless the Town from any and all claims or causes of action arising out of the use and exercise of this agreement.

This Agreement shall commence on the ___th day of May, 2025 and shall automatically extend for one (1) year periods unless the same is cancelled as provided below:

Attachment: LicAgr.176LondonderryLaneAbraham-05142025142344 (RES-2025-503 : License Agreement - 176 Londonderry Lane

Either party may cancel this Agreement by giving sixty (60) days written notice to the other of such cancellation and during said sixty (60) days cancellation shall remove said fence and shall restore the area to the same condition that existed prior.

This Agreement shall ensure to the benefit of the parties, hereto, their successors, distributees, and assigns.

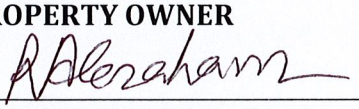
IN WITNESS WHEREOF, the parties to this Agreement have executed the same, the day and year first above written.

TOWN OF AMHERST

_____

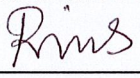
Brian J. Kulpa
Supervisor

PROPERTY OWNER



Rick Mohammad Abraham

PROPERTY OWNER



Romana Nargis

TBA : 5.27.2025
Address : 176 Londonderry Lane
Owner Name : Abraham/Nargis

Attachment: LicAgr.176LondonderryLaneAbraham-05142025142344 (RES-2025-503 : License Agreement - 176 Londonderry Lane

STATE OF NEW YORK }
ERIE COUNTY }SS:

On the _____day of _____ in the year 2025 before me, the undersigned, personally appeared, **Brian J. Kulpa,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK }
ERIE COUNTY }SS:

On the 9th day of MAY in the year 2025 before me, the undersigned, personally appeared, **Rick Mohammad Abraham**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RICHARD K KABALAN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01KA6432262
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES APRIL 25, 2026

STATE OF NEW YORK }
ERIE COUNTY }SS:

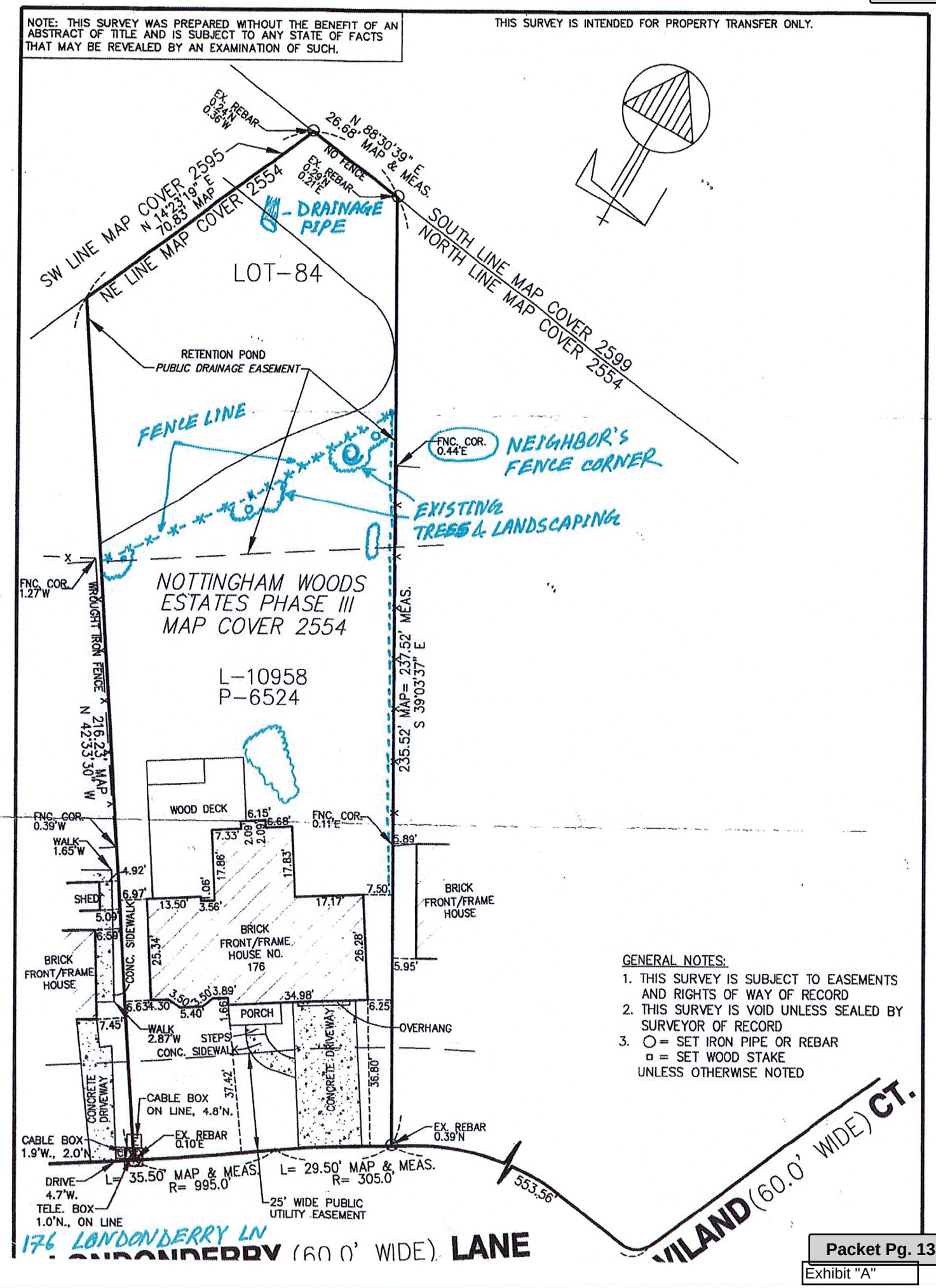
On the 9th day of MAY in the year 2024 before me, the undersigned, personally appeared, **Romana Nargis**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RICHARD K KABALAN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01KA6432262
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES APRIL 25, 2026

TBA : 5.27.2025
Address : 176 Londonderry Lane
Owner Name : Abraham/Nargis

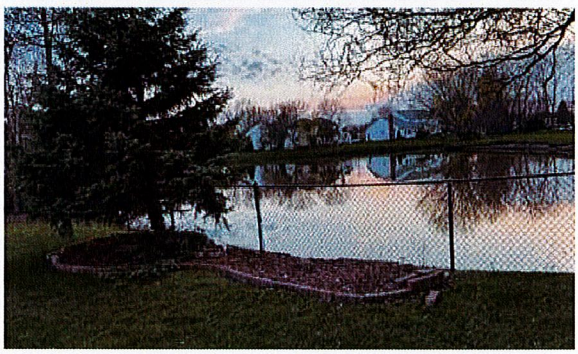
Attachment: LicAgr.176LondonderryLaneAbraham-0514202514234 (RES-2025-503 : License Agreement - 176 Londonderry Lane



Attachment: LicAgr.176LondonderryLaneAbraham-05142025142344 (RES-2025-503 : License Agreement - 176 Londonderry Lane

Exhibit "A"

Attachment: LicAgr.176LondonderryLaneAbraham-05142025142344 (RES-2025-503 : License Agreement - 176 Londonderry Lane



Attachment: LicAgr.176LondonderryLaneAbraham-05142025142344 (RES-2025-503 : License Agreement - 176 Londonderry Lane

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30502 **RESOLUTION 2025-504** **ADOPTED**

Peddler & Transient Permit Fees

Whereas, the fees for Peddler and Transient Permits have not increased in over ten (10) Years; and

Whereas, the Town of Amherst's permit fees are currently lower than other neighboring or local municipalities in the County of Erie; and

Whereas, many of the applicants do not permanently reside in the Town of Amherst, and the companies they are employed by do not have headquarters in the Town of Amherst.

Now, Therefore, Be It resolved, that the Town of Amherst will implement a new and reasonable fee schedule starting June 1st, 2025. The Fees will be as follows:

License Type:	Fee/ Valid for 90 Days
Peddler/Solicitor	$225
Transient	$225

5/27/2025
Consent

FINANCIAL IMPACT:

Increase in revenue

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 30466 **RESOLUTION 2025-505** **ADOPTED**

Amusement License for D'Avolio Inc. - 9570 Transit Road

Request by D'Avolio Inc, for a First Class Amusement License to hold an outdoor event at 9570 Transit Rd. on June 8, 2025 from 12pm – 4pm.
Supervising Code Enforcement Officer recommends a fee of $25.00.

The following conditions apply:

- That all fire lanes be kept clear at all times.
- For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will be require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

5/27/2025
Consent

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT
INTER-DEPARTMENTAL CORRESPONDENCE
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: May 19, 2025

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 9570 Transit Road, D'Avolio Inc.

In response to the Amusement License Application dated May 12, 2025 from Dan Gagliardo

I recommend the approval of his request for First Class outdoor events at the above noted address. The fee for such an event is set be the Town Board, the fee can be from $5.00 to $50.00 per day, or fraction thereof.

With the event being on June 8, 2025 from 12:00 pm until 4:00pm in the parking lot of the address noted above, I would recommend a fee of $25.00.

I would recommend that the following conditions be stated:

- That all fire lanes be kept clear at all times.
- For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

Please contact me if you have any questions regarding this response.

Doug Gesel

Douglas Gesel, Supervising Code Enforcement Officer
cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: DAvolio 25-0519202510532 8 (RES-2025-505 : Amusement License for D'Avolio Inc. - 9570 Transit Road)

Gesel, Doug

From: Brownson, Ashley
Sent: Monday, May 12, 2025 9:18 AM
To: Chamberlin, Scott; Gesel, Doug; Parnell, Bryan
Subject: FW: Amusement License Application: 23

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Saturday, May 10, 2025 8:50 AM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 23

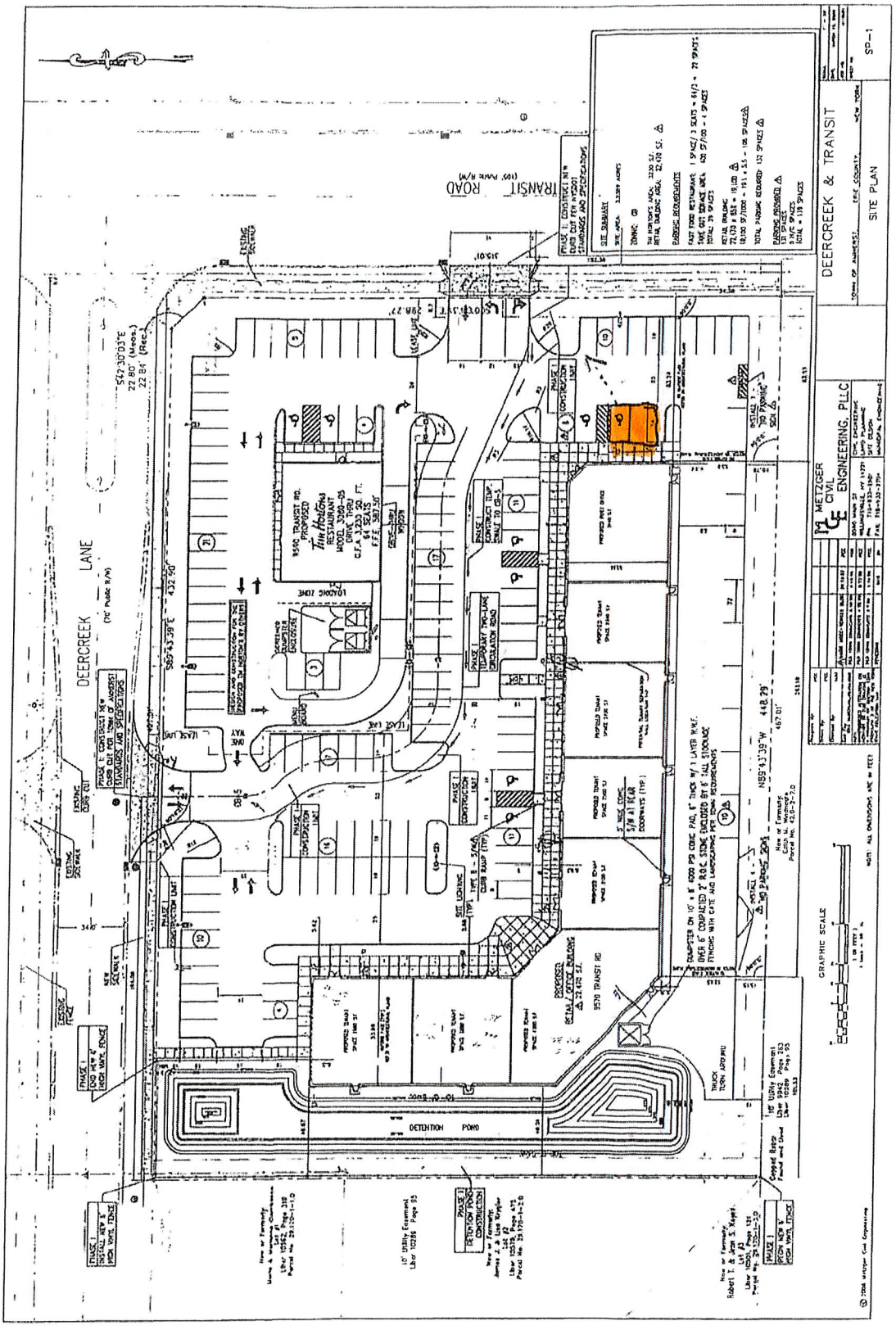
CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Resident / Organization: *:	D'AVOLIO INC.
Event Address*:	9570 Transit Rd East Amherst, NY 14051
Describe Event*:	I am hosting a fundraiser, and I wanted to have a bounce house. Where the arrow is I will have a bounce house close to the building.
List All Dates*:	June 8, 2025
Start Time*:	12:00 PM
End Time*:	04:00 PM
Please supply a site plan with designated area for the event with your application*:	map.pdf
Name of Organizer*:	Friends for Dan Gagliardo

Attachment: DAvolio 25-05192025105328 (RES-2025-505 : Amusement License for D'Avolio Inc. - 9570 Transit Road)



Attachment: DAvolio 25-05192025105328 (RES-2025-505 : Amusement License for D'Avolio Inc. - 9570 Transit Road)

Brownson, Ashley

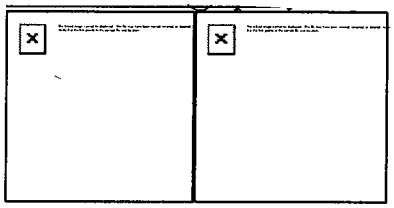
From: Scott Chamberlin <
Sent: Monday, May 12, 2025 12:11 PM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 23

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

No issue with this.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351



On Mon, May 12, 2025 at 9:18 AM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Saturday, May 10, 2025 8:50 AM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 23

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For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9hcHAuZW1haWxtZWZvcm0uY29tL2J1aWxkZXIvZm9ybXMvZW50cmllcy9hQjMyVTNlU2Q0P3VlaWQ9MjM=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=amNLZHlhRTdNNWRPT1o2TXdZRW1PZGk2MWVscEMzdU9TUENxVTJ3WENXTT0=&h=03e78eff13ae45b4bf0da514bbdc188d&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T

Attachment: DAvolio 25-051920251053328 (RES-2025-505 : Amusement License for D'Avolio Inc. - 9570 Transit Road)

60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKIUbf8opV1tXKJQ1W4>

Resident / Organization: *:

D'AVOLIO INC.

Event Address*:

9570 Transit Rd

East Amherst, NY 14051

Describe Event*:

I am hosting a fundraiser, and I wanted to have a bounce house. Where the arrow is I will have a bounce house close to the building.

List All Dates*:

June 8, 2025

Start Time*:

12:00 PM

End Time*:

04:00 PM

Please supply a site plan with designated area for the event with your application*:

map.pdf<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9maWxlcy5lbWFpbG1lZm9ybS5jb20vODc0MDg5L2RKemZsUkVIL21hcC5wZGY=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=elNkSWR5VEtkbm5MbkNBNExjQWlUWW1GbWw4RXBWdWNXVFZBbUcwanB3Yz0=&h=03e78eff13ae45b4bf0da514bbdc188d&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKIUbf8opV1tXKJQ1W4>

Name of Organizer*:

Friends for Dan Gagliardo

Address*:

1150 Wehrle Dr

Williamsville, NY 14221

Phone*:

716-609-2787

Attachment: DAvolio 25-0519025105328 (RES-2025-505 : Amusement License for D'Avolio Inc. - 9570 Transit Road)

Email*:

dangagliardo@gmail.com

Signature*:

[Image removed by sender.]

Attachment: DAvolio 25-05192025105328 (RES-2025-505 : Amusement License for D'Avolio Inc. - 9570 Transit Road)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 30471 **RESOLUTION 2025-506** **ADOPTED**

Amusement License - the Amberleigh

Request by The Amberleigh for a First Class Amusement License to hold the following events: June 19, 2025 (6:00pm -7:00pm), July 18, 2025 (1:00pm – 2:00pm), and August 14, 2025 (6:00pm – 7:00pm)
Supervising Code Enforcement Officer recommends a fee of $5.00 per day.

The following conditions apply:

- That all fire lanes be clear and maintained at 20.00 Feet wide at all times.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

5/27/2025
Consent

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT
INTER-DEPARTMENTAL CORRESPONDENCE
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: May 19, 2025
TO: Town Board
FROM: Douglas Gesel, Supervising Code Enforcement Officer
RE: Amusement License for 2330 Maple Rd, Amberleigh

In response to the Amusement License Application dated 5/5/2025 from Elaine Acker

I recommend the approval of his request for First Class outdoor events at the above noted address.

The fee for such an event is set be the Town Board, the fee can be from $5.00 to $50.00 per day, or fraction thereof. With the events being held on June 19, 2025 (6:00pm-7:00pm), July 18, 2025 (1:00pm-2:00pm) and August 14, 2025 (6:00 pm- 7:00pm)
I would recommend a fee of $5.00 per day.

I would recommend that the following conditions be stated:

- That all fire lanes be clear and maintained at 20.00 feet wide at all times.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

Please contact me if you have any questions regarding this response.

Doug Gesel

Douglas Gesel, Supervising Code Enforcement Officer

cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell Senior Fire Inspector

Attachment: The Amberleigh-05192025134418 (RES-2025-506 : Amusement License - the Amberleigh)

Town of Amherst
Amusement License Application

All amusement license applications must be submitted at least three (3) weeks prior to event

Resident / Organization: The Amberleigh

Event Address: 2330 Maple Road, Williamsville NY 14221

Describe Event: Outdoor Concerts

List All Dates: 19th of June 2025 - Thursday, 18th of July 2025 - Friday, 14th of Aug 2025 - Thursday
Day / Month / Year & Day of Week

Time (Starting & Ending): 6/19/25 at 6:00-7:00pm, 7/18/25 at 1:00-2:00pm, 8/14/25 at 6:00-7:00pm

Please supply a site plan with designated area for the event with your application

Name of Organizer: Elaine Acker

Address: 2330 Maple Road, Williamsville NY 14221

Phone Number: 716-689-4195

Email: eacker@sonidaliving.com

Signature of Organizer: Elaine Acker

Date of Application: 5/1/25

For Office Use Only:

____ Submitted to Police & Building Dept

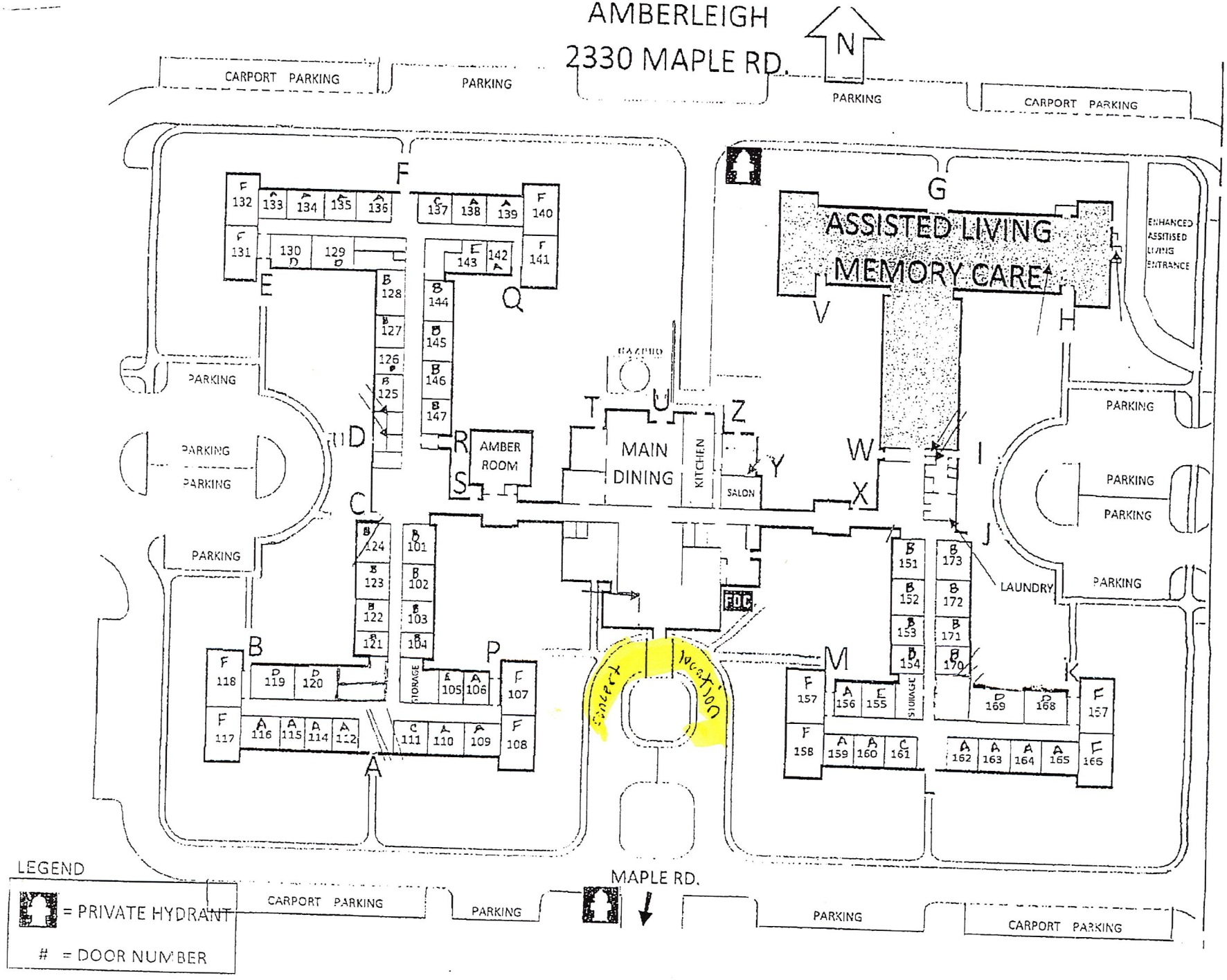
____ Fee determined by Town Board

____ Business or Resident Notified

____ Payment received

____ License issued and mailed out

Attachment: The Amberleigh-05192025134418 (RES-2025-506 : Amusement License - the Amberleigh)



Attachment: The Amberleigh-05192025134418 (RES-2025-506 : Amusement License - the Amberleigh)

Brownson, Ashley

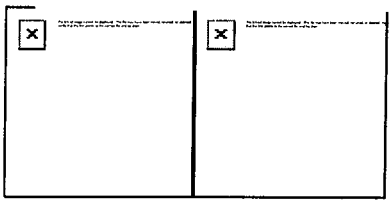
From: Scott Chamberlin
Sent: Monday, May 5, 2025 2:02 PM
To: Brownson, Ashley
Subject: Re: The Amberleigh

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Ok, thank you. We have no issue with this.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351



On Mon, May 5, 2025 at 1:58 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:
I called and spoke with Elaine, it is mainly for residents, but they do put a sign out front and sometimes the families of the residents visit as well.

I also asked if there would be alcohol served and she said no.

Ashley Brownson
Deputy Town Clerk
Town of Amherst
716-631-7048
From: Scott Chamberlin
Sent: Monday, May 5, 2025 1:31 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Re: The Amberleigh

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.
Is this for residents only?

Attachment: The Amberleigh-05192025134418 (RES-2025-506 : Amusement License - the Amberleigh)

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351

[https://ci3.googleusercontent.com/mail-sig/AIorK4xV6Rn824ts_Ur6W1N7QmvEfDhq3vYiIh8Dv99IrULxhndyxPD-xuHa6Lumo1KEgftfX66sQ_U][https://ci3.googleusercontent.com/mail-sig/AIorK4wD6ZmeUg6x5treyG6qThfFzQtpmoCf9ftSIuBYbzH-S2d5CTLzXxbleRv1US-O-04w0bmeT_U]

On Mon, May 5, 2025 at 12:56 PM Brownson, Ashley <abrownson@amherst.ny.us<mailto:abrownson@amherst.ny.us>> wrote:
Good Morning,

Please review the attachment submitted by Elaine Acker, for The Amberleigh for an Amusement License Application. Please let me know of any comments or concerns, so I can place this on the earliest Town Board meeting.

Thank you!

Ashley Brownson
Deputy Town Clerk
Town of Amherst
716-631-7048

Attachment: The Amberleigh-05192025134418 (RES-2025-506 : Amusement License - the Amberleigh)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30481 **RESOLUTION 2025-507** **ADOPTED**

New Firefighter for North Bailey Fire Company

New firefighter for the North Bailey Fire Company lives in the Town of Amherst and resides within the North Bailey fire district.

Angel Osorio
4740 N. Bailey Ave
Amherst, NY 14226

5/27/2025
Consent

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

North Bailey Fire Company
966 Sweet Home Road
Amherst, New York 14226

William Richter
President

Phone: (716) 836-9571
Fax: (716) 836-9599
www.northbaileyfire.com

Jeffrey Cutler
Chief

May 15, 2025

Town Clerks Office
5583 Main St
Williamsville, NY 14221

To; The Amherst Town Board

We wish to submit the following individual for active membership in the North Bailey Fire Company. We request this to be done at the Town Boards earliest convenience.

Angel Osorio
4740 N. Bailey Ave
Amherst, NY 14226

Respectfully Submitted

Robin Hicks, Treasurer
Jeffrey Cutler, Chief

Attachment: DOC052025-05202025102915 (RES-2025-507 : New Firefighter for North Bailey Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 30491 **RESOLUTION 2025-508** **ADOPTED**

Budget Transfers and 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:***
A1620.1000 Personal Svcs $13,600.00	A1410.1000 Personal Svcs $13,600.00
A1620.8030 FICA $1,040.40	A1410.8030 FICA $1,040.40

To transfer funds from Building Maintenance to Town Clerk for seasonal hire for records project.

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
N2440.02785 AMH HOME- PI $3,012.75	N2440.4000 Contractual $3,012.75
N2454.02785 HOME Admin- PI $334.75	N2454.4003 10% Admin $334.75

To recognize Community Development program income from 19 Manser, Amherst.

N2440.02785 AMH HOME- PI $170.00	N2440.4000 Contractual $170.00

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

N2440.02785 AMH HOME- PI $6,458.85	N2440.4000 Contractual $6,458.85
N2454.02785 HOME Admin- PI $717.65	N2454.4003 10% Admin $717.65

To recognize Community Development program income from 271 Buckeye, Amherst.

5/27/2025
Consent

FINANCIAL IMPACT:

See Attached.

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30431 **RESOLUTION 2025-509** **ADOPTED**

Award RFP #202501 Professional Planning & Grant Services - CRS #5507-5518 & CRS #5520-5524

WHEREAS, the Contract Compliance and Administration Department received proposals on February 27, 2025 for RFP #202501 Professional Planning and Grant Services; and

WHEREAS, the RFP process resulted in responses from thirty (30) vendors in nine different categories (Inventory and Analyses, Community Planning, Architecture and Urban Design, Grant Preparation and Administration, Public Engagement, Development Regulations, Environmental Review & Report Preparation, Transportation/Traffic Analysis, and Economic Development); and

WHEREAS, a review committee compromised of various Town staff reviewed the proposals and the results are recorded in the attached RFP Evaluation Sheets; and

WHEREAS, the vendors and CRS identification numbers are as follows:

Vendor	**CRS #**
Architectural Resources	5507
Azar Design Co.	5508
Barton & Loguidice	5509
Camoin Associates	5510
Clarion Associates	5511
Colliers Engineering & Design	5512
Creighton Manning	5513
C&S Companies	5514
Dover Kohl	5515
Environmental Design & Research	5516
Fisher Associates	5517
Highland Planning	5518
MRB Group	5520
Nelson Nygaard	5521
Rotella Grant Management	5522
Molly Vendura Landscape Architect, PLLC	5523
Wendel Companies	5524

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award Planning/Grant Term Agreements to the vendors identified above, a sample of which is attached to this resolution; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the individual term agreements; 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.

5/27/2025
Consent

FINANCIAL IMPACT:

Town Wide; Various; Amount TBD

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

Attachment: 1RFP Term Contract Template (RES-2025-509 : Award RFP #202501 Professional Planning & Grant Services - CRS #5507-5518 &

PLANNING/GRANT TERM AGREEMENT

THIS AGREEMENT, made as of the 1st day of May, 2025, by and between Insert Vendor Name (hereinafter referred to as "Contractor"), with its principal office and place of business located at Insert Vendor Address, and the Town of Amherst (herein, referred to as "Town"), a municipal corporation of the State of New York with its principal office and place of business located at 5583 Main Street, Williamsville, New York 14221; and

WHEREAS, in accordance with Town policy, sealed proposals were received by the Town of Amherst, Director of Finance on March 6, 2025 at 3:00 PM for the provision of a Term Agreement for Professional Planning & Grant Services (RFP #202501); and

WHEREAS, Contractor's proposal was submitted in accordance with the RFP specifications and was one of the selected responsible proposals submitted; and

WHEREAS, a contract is hereby awarded to the Contractor for the following categories:

Insert Category Name

by the Town of Amherst, in accordance with the provisions therein contained; and

WHEREAS, each potential term project shall be approved by both parties and governed by the terms of this master contract; and

WHEREAS, the Town does not guarantee any awards or term contracts with contractor; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, THEREFORE, the Town and Contractor do hereby agree as follows:

Attachment: 1RFP Term Contract Template (RES-2025-509 : Award RFP #202501 Professional Planning & Grant Services - CRS #5507-5518 &

AWARD OF CONTRACT

The Town hereby awards the project outlined in the manner set forth in the RFP Specifications and in Contractor's accepted response thereto, copies of which is attached hereto and incorporated herein, to Contractor for the provision of the categories identified above for a term of three (3) years to commence on May 1, 2025 and expire on April 30, 2028, with a one-year extension available upon mutual written agreement of Town and Contractor.

Terms and conditions of the contract shall also include the following:

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 Agreement then the provisions of this Agreement are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town:

    (a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

    (b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any incident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible, and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) ~~Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.~~
(b) Labor Law section 220-e and Executive Law sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) ~~Prevention of dust hazard required by Labor Law section 222-a.~~
(e) ~~Preference in employment of persons required by Labor Law section 222.~~
(f) ~~Eight-hour workday as required by Labor Law section 220(2).~~
(g) ~~Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.~~
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Attachment: 1RFP Term Contract Template (RES-2025-509 : Award RFP #202501 Professional Planning & Grant Services - CRS #5507-5518 &

9. 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.

10. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the terms of the Agreement shall be venued in the Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

_____
Print Name of Company

By: _____
Signature

_____
Printed name

Date: _____

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: 1RFP Term Contract Template (RES-2025-509 : Award RFP #202501 Professional Planning & Grant Services - CRS #5507-5518 &

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Inventory & Analysis - 14 Responses

		Rated on a Scale of 1 to 10		**Barton & Loguidice**		**Camoin Associates**		**Clarion**		**Colliers Engineering & Design**		**Creighton Manning**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	8	4	7	3	7	3	9	4	8	4
	3	Location & Travel	5	9	4	5	3	4	2	9	4	7	3
	4	Current Obligations (Effect on Project Described)	5	8	4	8	4	8	4	8	4	8	4
B. Expertise / Experience	1	Experience	50	6	30	8	41	9	44	9	43	6	31
	2	Special Capabilities	10	3	3	6	6	5	5	4	4	4	4
	3	Experience with other Town Departments	NNR	N		Y		N		N		N	
	4	Past Town Employees	NNR	N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	10	25	7	17	8	21	7	18	7	18
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**71**		**74**		**79**		**77**		**64**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - I&A (RES-2025-509 : Award RFP #202501 Professional

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Inventory & Analysis - 14 Responses

		Rated on a Scale of 1 to 10		C&S		EDR		Fisher Associates		Highland Planning		MKSK	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	8	4	8	4	9	4	6	3	7	4
	3	Location & Travel	5	10	5	8	4	10	5	9	5	7	3
	4	Current Obligations (Effect on Project Described)	5	8	4	8	4	8	4	8	4	8	4
B. Expertise / Experience	1	Experience	50	7	33	8	38	8	39	8	40	8	41
	2	Special Capabilities	10	3	3	4	4	6	6	4	4	4	4
	3	Experience with other Town Departments	NNR	Y		Y		Y		N		N	
	4	Past Town Employees	NNR	Y		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	9	22	9	21	7	18	8	20	8	19
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**71**		**75**		**75**		**75**		**74**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - I&A (RES-2025-509 : Award RFP #202501 Professional

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Inventory & Analysis - 14 Responses

		Rated on a Scale of 1 to 10		**MRB Group**		**Passero**		**Windsor Turner**		**Zone Co.**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N	
	2	Size of Firm / Capacity	5	8	4	8	4	4	2	5	3
	3	Location & Travel	5	8	4	8	4	10	5	5	2
	4	Current Obligations (Effect on Project Described)	5	4	2	8	4	7	4	7	4
B. Expertise / Experience	1	Experience	50	7	37	6	31	4	18	6	30
	2	Special Capabilities	10	3	3	3	3	1	1	2	2
	3	Experience with other Town Departments	NNR	Y		N		N		N	
	4	Past Town Employees	NNR	N		N		Y		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	7	17	8	19	7	17	6	16
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**66**		**65**		**47**		**57**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - I&A (RES-2025-509 : Award RFP #202501 Professional

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Community Planning - 19 Responses

		Rated on a Scale of 1 to 10		**Architectural Resources**		**Barton & Loguidice**		**Clarion**		**Colliers Engineering & Design**		**Creighton Manning**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	8	4	8	4	7	3	9	4	8	4
	3	Location & Travel	5	10	5	9	4	4	2	9	4	7	3
	4	Current Obligations (Effect on Project Described)	5	8	4	8	4	8	4	8	4	8	4
B. Expertise / Experience	1	Experience	50	7	34	6	28	9	47	9	45	6	31
	2	Special Capabilities	10	4	4	3	3	6	6	3	3	3	3
	3	Experience with other Town Departments	NNR	N		N		N		N		N	
	4	Past Town Employees	NNR	N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	6	16	8	19	8	19	6	16	6	16
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**67**		**63**		**81**		**77**		**61**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Comm Planning (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Community Planning - 19 Responses

		Rated on a Scale of 1 to 10		C&S		Dover Kohl		EDR		Fisher Associates		Harrison Studio	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	8	4	7	3	8	4	9	4	5	2
	3	Location & Travel	5	10	5	5	2	8	4	10	5	10	5
	4	Current Obligations (Effect on Project Described)	5	8	4	8	4	8	4	8	4	5	3
B. Expertise / Experience	1	Experience	50	7	33	9	44	8	38	7	36	5	23
	2	Special Capabilities	10	3	3	4	4	4	4	4	4	2	2
	3	Experience with other Town Departments	NNR	Y		N		Y		Y		N	
	4	Past Town Employees	NNR	Y		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	7	17	7	18	7	19	6	16	8	19
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**65**		**75**		**72**		**69**		**53**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Comm Planning (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Community Planning - 19 Responses

		Rated on a Scale of 1 to 10		**Highland Planning**		**MKSK**		**MRB Group**		**Passero**		**SWBR**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	6	3	7	4	7	4	8	4	8	4
	3	Location & Travel	5	9	5	7	3	8	4	8	4	8	4
	4	Current Obligations (Effect on Project Described)	5	8	4	8	4	4	2	9	4	8	4
B. Expertise / Experience	1	Experience	50	8	41	9	43	8	39	6	32	6	28
	2	Special Capabilities	10	4	4	4	4	3	3	4	4	3	3
	3	Experience with other Town Departments	NNR	N		N		Y		N		N	
	4	Past Town Employees	NNR	N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	7	18	6	15	6	15	7	18	7	16
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**74**		**74**		**67**		**65**		**58**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Comm Planning (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Community Planning - 19 Responses

					Molly Vendura		Wendel		Windsor Turner		Zone Co.	
		Rated on a Scale of 1 to 10										
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*		*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR		N		N		N		N	
	2	Size of Firm / Capacity	5		4	2	9	4	4	2	5	3
	3	Location & Travel	5		10	5	10	5	10	5	5	2
	4	Current Obligations (Effect on Project Described)	5		8	4	8	4	7	4	7	4
B. Expertise / Experience	1	Experience	50		7	36	7	36	3	14	6	32
	2	Special Capabilities	10		2	2	3	3	1	1	3	3
	3	Experience with other Town Departments	NNR		N		Y		N		N	
	4	Past Town Employees	NNR		N		N		Y		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25		10	25	5	13	6	16	6	14
D. Proposer Certification	1	Proposer Certification	NNR		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**			**74**		**65**		**42**		**57**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Comm Planning (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Architecture & Urban Design - 17 Responses

				Rated on a Scale of 1 to 10		Architectural Resources		Azar Design Co.		Barton & Loguidice		Colliers Engineering & Design		Creighton Manning	
Evaluation Section		***Evaluation Criteria***		*Percentage (Weight)*		*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest		NNR		N		N		N		N		N	
	2	Size of Firm / Capacity		5		9	4	9	5	10	5	10	5	10	5
	3	Location & Travel		5		10	5	10	5	10	5	9	5	8	4
	4	Current Obligations (Effect on Project Described)		5		10	5	9	4	9	4	9	5	9	5
B. Expertise / Experience	1	Experience		50		9	44	9	43	8	38	9	45	7	35
	2	Special Capabilities		10		8	8	7	7	5	5	7	7	5	5
	3	Experience with other Town Departments		NNR		N		N		N		N		N	
	4	Past Town Employees		NNR		N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates		25		7	18	7	17	7	18	7	18	7	18
D. Proposer Certification	1	Proposer Certification		NNR		Y		Y		Y		Y		Y	
		TOTAL EVALUATION		**100**			**84**		**81**		**75**		**83**		**71**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Arch & Urban Design (RES-2025-509 : Award RFP

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Architecture & Urban Design - 17 Responses

		Rated on a Scale of 1 to 10		C&S		Dover Kohl		EDR		Fisher Associates		Flynn Battaglia	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	9	5	8	4	9	5	10	5	6	3
	3	Location & Travel	5	10	5	6	3	9	4	10	5	10	5
	4	Current Obligations (Effect on Project Described)	5	9	5	9	4	9	5	9	5	9	4
B. Expertise / Experience	1	Experience	50	8	42	9	46	9	43	9	43	8	41
	2	Special Capabilities	10	5	5	5	5	7	7	6	6	8	8
	3	Experience with other Town Departments	NNR	Y		N		Y		Y		N	
	4	Past Town Employees	NNR	Y		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	6	16	7	18	8	19	7	17	7	17
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**77**		**80**		**82**		**81**		**78**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Arch & Urban Design (RES-2025-509 : Award RFP

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Architecture & Urban Design - 17 Responses

		Rated on a Scale of 1 to 10		**MKSK**		**MRB Group**		**Passero**		**SWBR**		**Molly Vendura**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	9	4	9	5	9	5	9	5	5	3
	3	Location & Travel	5	8	4	9	4	9	4	9	4	10	5
	4	Current Obligations (Effect on Project Described)	5	9	5	7	3	10	5	9	5	9	4
B. Expertise / Experience	1	Experience	50	9	46	8	38	8	39	7	34	9	46
	2	Special Capabilities	10	7	7	5	5	5	5	6	6	5	5
	3	Experience with other Town Departments	NNR	N		Y		N		N		N	
	4	Past Town Employees	NNR	N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	7	16	6	16	7	18	7	17	10	25
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**81**		**71**		**76**		**70**		**88**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Arch & Urban Design (RES-2025-509 : Award RFP

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Architecture & Urban Design - 17 Responses

		Rated on a Scale of 1 to 10		**Wendel**		**Zone Co.**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N	
	2	Size of Firm / Capacity	5	10	5	5	3
	3	Location & Travel	5	10	5	7	3
	4	Current Obligations (Effect on Project Described)	5	9	5	8	4
B. Expertise / Experience	1	Experience	50	9	46	7	35
	2	Special Capabilities	10	7	7	5	5
	3	Experience with other Town Departments	NNR	Y		N	
	4	Past Town Employees	NNR	N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	6	16	7	17
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y	
		TOTAL EVALUATION	**100**		**83**		**67**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Arch & Urban Design (RES-2025-509 : Award RFP

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Grant Preparation & Administration - 13 Responses

		Rated on a Scale of 1 to 10		AGS - Asset Grant Services		Barton & Loguidice		Choice Words		Colliers Engineering & Design		Creighton Manning	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	8	4	9	4	8	4	8	4	9	4
	3	Location & Travel	5	4	2	10	5	6	3	10	5	8	4
	4	Current Obligations (Effect on Project Described)	5	8	4	8	4	9	4	9	4	8	4
B. Expertise / Experience	1	Experience	50	7	37	9	45	8	39	8	38	8	38
	2	Special Capabilities	10	3	3	6	6	5	5	6	6	7	7
	3	Experience with other Town Departments	NNR	N		N		N		N		Y	
	4	Past Town Employees	NNR	N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	5	13	5	13	6	14	5	13	3	8
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**63**		**78**		**69**		**70**		**65**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Grant Prep (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Grant Preparation & Administration - 13 Responses

				C&S		EDR		Eleventh House		Fisher Associates		Grant Management Associates	
		Rated on a Scale of 1 to 10											
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	9	4	7	4	7	3	9	4	8	4
	3	Location & Travel	5	9	4	8	4	6	3	9	4	4	2
	4	Current Obligations (Effect on Project Described)	5	8	4	8	4	8	4	8	4	9	4
B. Expertise / Experience	1	Experience	50	9	44	9	43	6	30	7	37	8	38
	2	Special Capabilities	10	7	7	7	7	4	4	6	6	4	4
	3	Experience with other Town Departments	NNR	Y		Y		N		Y		N	
	4	Past Town Employees	NNR	Y		N		N		Y		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	5	14	7	17	7	17	6	14	3	8
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**77**		**78**		**61**		**70**		**60**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Grant Prep (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Grant Preparation & Administration - 13 Responses

		Rated on a Scale of 1 to 10		**Harper Doss**		**Passero**		**Rotella Grant Management**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N	
	2	Size of Firm / Capacity	5	6	3	9	4	8	4
	3	Location & Travel	5	4	2	9	5	10	5
	4	Current Obligations (Effect on Project Described)	5	9	4	8	4	10	5
B. Expertise / Experience	1	Experience	50	7	34	7	33	9	46
	2	Special Capabilities	10	4	4	3	3	7	7
	3	Experience with other Town Departments	NNR	N		N		Y	
	4	Past Town Employees	NNR	N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	4	10	5	13	10	25
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y	
		TOTAL EVALUATION	**100**		**57**		**60**		**92**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Grant Prep (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Public Engagement - 15 Responses

				Rated on a Scale of 1 to 10		Architectural Resources		Azar Design Co.		Barton & Loguidice		Clarion		Colliers Engineering & Design	
Evaluation Section		***Evaluation Criteria***		*Percentage (Weight)*		*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest		NNR		N		N		N		N		N	
	2	Size of Firm / Capacity		5		8	4	9	4	8	4	8	4	9	4
	3	Location & Travel		5		10	5	10	5	9	4	4	2	9	4
	4	Current Obligations (Effect on Project Described)		5		9	4	8	4	9	5	9	5	9	4
B. Expertise / Experience	1	Experience		50		7	36	5	25	8	38	9	45	8	41
	2	Special Capabilities		10		2	2	2	2	3	3	2	2	2	2
	3	Experience with other Town Departments		NNR		N		N		N		N		N	
	4	Past Town Employees		NNR		N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates		25		8	20	8	19	10	25	9	22	8	20
D. Proposer Certification	1	Proposer Certification		NNR		Y		Y		Y		Y		Y	
		TOTAL EVALUATION		**100**			**71**		**58**		**78**		**80**		**76**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Public Eng. (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Public Engagement - 15 Responses

				Rated on a Scale of 1 to 10		Creighton Manning		Dover Kohl		EDR		Fisher Associates		Highland Planning	
Evaluation Section		***Evaluation Criteria***		*Percentage (Weight)*		*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest		NNR		N		N		N		N		N	
	2	Size of Firm / Capacity		5		9	4	8	4	8	4	9	4	7	3
	3	Location & Travel		5		8	4	6	3	7	4	10	5	10	5
	4	Current Obligations (Effect on Project Described)		5		10	5	9	5	9	5	9	4	9	4
B. Expertise / Experience	1	Experience		50		8	38	10	48	8	38	7	35	9	45
	2	Special Capabilities		10		2	2	2	2	1	1	3	3	5	5
	3	Experience with other Town Departments		NNR		N		N		Y		Y		N	
	4	Past Town Employees		NNR		N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates		25		9	22	10	25	9	24	8	20	8	21
D. Proposer Certification	1	Proposer Certification		NNR		Y		Y		Y		Y		Y	
		TOTAL EVALUATION		**100**			**75**		**87**		**75**		**72**		**83**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Public Eng. (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Public Engagement - 15 Responses

				MKSK		MRB Group		Passero		SWBR		Zone Co.	
		Rated on a Scale of 1 to 10											
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	8	4	8	4	8	4	8	4	7	4
	3	Location & Travel	5	8	4	9	4	8	4	9	5	6	3
	4	Current Obligations (Effect on Project Described)	5	9	5	7	3	8	4	9	5	8	4
B. Expertise / Experience	1	Experience	50	8	41	7	37	6	31	7	34	6	31
	2	Special Capabilities	10	3	3	2	2	1	1	3	3	2	2
	3	Experience with other Town Departments	NNR	N		Y		N		N		N	
	4	Past Town Employees	NNR	N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	8	20	7	18	8	21	8	21	7	17
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**77**		**69**		**65**		**71**		**61**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Public Eng. (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Development Regulations - 11 Responses

		Rated on a Scale of 1 to 10		**Clarion**		**Colliers Engineering & Design**		**C&S**		**Dover Kohl**		**EDR**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	6	3	9	4	8	4	6	3	8	4
	3	Location & Travel	5	4	2	9	4	9	5	5	2	8	4
	4	Current Obligations (Effect on Project Described)	5	8	4	8	4	8	4	8	4	8	4
B. Expertise / Experience	1	Experience	50	9	46	9	43	6	28	9	43	7	33
	2	Special Capabilities	10	4	4	4	4	3	3	3	3	3	3
	3	Experience with other Town Departments	NNR	N		N		Y		N		Y	
	4	Past Town Employees	NNR	N		N		Y		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	10	25	8	21	10	24	10	25	10	24
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**84**		**80**		**67**		**80**		**71**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Dev Regs (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Development Regulations - 11 Responses

		Rated on a Scale of 1 to 10		**Fisher Associates**		**Highland Planning**		**MRB Group**		**Passero**		**Wendel**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	8	4	5	3	8	4	8	4	9	4
	3	Location & Travel	5	10	5	9	5	8	4	8	4	10	5
	4	Current Obligations (Effect on Project Described)	5	8	4	7	4	5	2	8	4	8	4
B. Expertise / Experience	1	Experience	50	8	38	7	33	7	34	5	23	7	35
	2	Special Capabilities	10	4	4	3	3	3	3	2	2	2	2
	3	Experience with other Town Departments	NNR	Y		N		Y		N		Y	
	4	Past Town Employees	NNR	N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	8	21	9	23	8	19	8	21	7	19
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**75**		**69**		**66**		**58**		**69**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Dev Regs (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Development Regulations - 11 Responses

		Rated on a Scale of 1 to 10		**Zone Co.**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N	
	2	Size of Firm / Capacity	5	6	3
	3	Location & Travel	5	5	3
	4	Current Obligations (Effect on Project Described)	5	7	4
B. Expertise / Experience	1	Experience	50	9	44
	2	Special Capabilities	10	4	4
	3	Experience with other Town Departments	NNR	N	
	4	Past Town Employees	NNR	N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	7	18
D. Proposer Certification	1	Proposer Certification	NNR	Y	
		TOTAL EVALUATION	**100**		**75**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Dev Regs (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Environmental Review & Report Preparation - 10 Responses

		Rated on a Scale of 1 to 10		**Azar Design Co.**		**Barton & Loguidice**		**Camoin Associates**		**Creighton Manning**		**C&S**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	8	4	9	4	5	3	9	5	9	4
	3	Location & Travel	5	10	5	9	5	5	3	7	4	9	5
	4	Current Obligations (Effect on Project Described)	5	8	4	8	4	8	4	8	4	8	4
B. Expertise / Experience	1	Exprerience	50	8	40	7	33	5	24	7	33	8	41
	2	Special Capabilities	10	6	6	5	5	5	5	5	5	7	7
	3	Experience with other Town Departments	NNR	Y		N		Y		N		Y	
	4	Past Town Employees	NNR	N		N		N		N		Y	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	9	22	8	21	7	18	7	19	8	21
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**80**		**71**		**56**		**68**		**81**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Env Review (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Environmental Review & Report Preparation - 10 Responses

		Rated on a Scale of 1 to 10		**EDR**		**Fisher Associates**		**MRB Group**		**Passero**		**Wendel**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	9	4	9	4	8	4	8	3	9	5
	3	Location & Travel	5	8	4	9	5	8	3	8	3	10	5
	4	Current Obligations (Effect on Project Described)	5	8	4	8	4	5	2	9	3	8	4
B. Expertise / Experience	1	Exprerience	50	8	39	8	40	7	23	8	26	8	41
	2	Special Capabilities	10	5	5	5	5	4	2	6	3	4	4
	3	Experience with other Town Departments	NNR	Y		Y		N		Y		Y	
	4	Past Town Employees	NNR	N		N		N		N		Y	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	10	25	7	17	7	13	9	18	8	19
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**81**		**75**		**46**		**56**		**78**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Env Review (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Transportation/Traffic Analysis - 8 Responses

		Rated on a Scale of 1 to 10		**Azar Design Co.**		**Barton & Loguidice**		**Creighton Manning**		**C&S**		**Dover Kohl**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	8	4	8	4	9	4	8	4	7	4
	3	Location & Travel	5	9	5	9	4	7	4	9	4	5	3
	4	Current Obligations (Effect on Project Described)	5	9	4	9	5	10	5	9	4	9	5
B. Expertise / Experience	1	Exprerience	50	8	40	7	34	9	46	9	44	6	30
	2	Special Capabilities	10	2	2	2	2	2	2	2	2	2	2
	3	Experience with other Town Departments	NNR	N		N		N		Y		N	
	4	Past Town Employees	NNR	N		N		N		Y		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	9	23	9	22	9	22	8	21	0	0
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**78**		**72**		**83**		**79**		**43**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Transportation (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Transportation/Traffic Analysis - 8 Responses

		Rated on a Scale of 1 to 10		**Fisher Associates**		**Nelson Nygaard**		**Passero**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N	
	2	Size of Firm / Capacity	5	8	4	8	4	8	4
	3	Location & Travel	5	10	5	5	3	8	4
	4	Current Obligations (Effect on Project Described)	5	9	5	9	5	8	4
B. Expertise / Experience	1	Exprerience	50	8	39	9	44	8	39
	2	Special Capabilities	10	4	4	6	6	2	2
	3	Experience with other Town Departments	NNR	Y		N		N	
	4	Past Town Employees	NNR	N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	10	25	6	16	9	22
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y	
		TOTAL EVALUATION	**100**		**81**		**77**		**76**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Transportation (RES-2025-509 : Award RFP #202501

RFP #202501 Term Agreement for Professional Planning & Grant Services
Evaluation Sheet

Economic Development - 6 Responses

		Rated on a Scale of 1 to 10		**Camoin Associates**		**Creighton Manning**		**CRRC**		**Harrison Studio**		**MRB Group**		**Windsor Turner**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N		N	
	2	Size of Firm / Capacity	5	8	4	7	4	4	2	6	3	8	4	5	2
	3	Location & Travel	5	7	3	6	3	7	4	8	4	8	4	9	5
	4	Current Obligations (Effect on Project Described)	5	9	4	9	4	8	4	7	3	8	4	7	4
B. Expertise / Experience	1	Exprerience	50	10	49	7	33	8	39	7	35	10	48	7	36
	2	Special Capabilities	10	6	6	4	4	5	5	5	5	6	6	5	5
	3	Experience with other Town Departments	NNR	Y		N		N		N		Y		N	
	4	Past Town Employees	NNR	N		N		N		N		N		Y	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	25	8	19	6	16	8	20	10	25	7	18	8	21
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**86**		**64**		**73**		**75**		**84**		**72**

Attachment: RFP #202501 Evaluation Sheet - Professional Planning & Grant Services - Econ Dev (RES-2025-509 : Award RFP #202501

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30460 **RESOLUTION 2025-510** **ADOPTED**

Award Bid #2025019 Busing - CRS #5546

WHEREAS, the Contract Compliance and Administration Department received bids on May 8, 2025 for Busing; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Erie Bus Inc., dba WNY Bus Co.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Erie Bus Inc., dba WNY Bus Co.

5/27/2025
Consent

FINANCIAL IMPACT:

A7145-4110; $35,036.00

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

Bid #2025019 Busing			
HARLEM ROAD SUMMER CAMP FIELD TRIPS 2025		STA of New York	Erie Bus, Inc. dba WNY Bus Co.
	Location	**Cost**	**Cost**
Week 1	Clearfield Pool	$236.25	$197.00
	Fort Niagara w/ tour and pool	$630.00	$486.00
	NO PROGRAM		
Week 2	Clearfield Pool	$236.25	$197.00
	Buffalo Zoo w/ Woodlawn Beach	$630.00	$446.00
	Clearfield Pool	$236.25	$197.00
Week 3	Clearfield Pool	$236.25	$197.00
	Evangola State Park and Beach	$630.00	$486.00
	Clearfield Pool	$236.25	$197.00
Week 4	Clearfield Pool	$236.25	$197.00
	Whirlpool State Park and Maid of the Mist	$630.00	$486.00
	Clearfield Pool	$236.25	$197.00
Week 5	Clearfield Pool	$236.25	$197.00
	Darien Lake Amusement Park	$630.00	$496.00
	Clearfield Pool	$236.25	$197.00
Week 6	Clearfield Pool	$236.25	$197.00
	North Amherst Rec Center/Beaver Island	$630.00	$476.00
	Clearfield Pool	$236.25	$197.00
Week 7	Clearfield Pool	$236.25	$197.00
	Evangola State Park and Beach	$630.00	$296.00
	Clearfield Pool	$236.25	$197.00
	Sub Total - Harlem Road Summer Camp	**$7,481.25**	**$5,733.00**
WILLIAMSVILLE SUMMER CAMP FIELD TRIPS 2025			
	Location		
Week 1	Clearfield Pool	$236.25	$197.00
	Clearfield Pool	$236.25	$197.00
	Fort Niagara w/ tour and pool	$630.00	$486.00
Week 2	Clearfield Pool	$236.25	$197.00
	Clearfield Pool	$236.25	$197.00
	Buffalo Zoo w/ Woodlawn Beach	$630.00	$446.00

Attachment: Bid Tab Busing (RES-2025-510 : Award Bid #2025019 Busing - CRS #5546)

	Location	Cost	Cost
Week 3	Clearfield Pool	$236.25	$197.00
	Clearfield Pool	$236.25	$197.00
	Evangola State Park and Beach	$630.00	$486.00
Week 4	Clearfield Pool	$236.25	$197.00
	Clearfield Pool	$236.25	$197.00
	Whirlpool State Park and Maid of the Mist	$630.00	$486.00
Week 5	Clearfield Pool	$236.25	$197.00
	Clearfield Pool	$236.25	$197.00
	Darien Lake Amusement Park	$630.00	$496.00
Week 6	Clearfield Pool	$236.25	$197.00
	Clearfield Pool	$236.25	$197.00
	North Amherst Rec Center/Beaver Island	$630.00	$476.00
Week 7	Clearfield Pool	$236.25	$197.00
	Evangola State Park and Beach	$433.13	$296.00
	Clearfield Pool	$630.00	$246.00
Week 8	Buffalo Ski Club	$551.25	$446.00
	Subtotal Williamsville Summer Camp	**$8,465.63**	**$6,425.00**
NORTHWEST SUMMER CAMP FIELD TRIPS 2025			
	Location		
Week 1	Clearfield Pool	$236.25	$197.00
	Fort Niagara w/ tour and pool	$630.00	$486.00
	NO PROGRAM		
Week 2	Clearfield Pool	$236.25	$197.00
	Buffalo Zoo w/ Woodlawn Beach	$630.00	$446.00
	Clearfield Pool	$236.25	$197.00
Week 3	Clearfield Pool	$236.25	$197.00
	Evangola State Park and Beach	$630.00	$486.00
	Clearfield Pool	$236.25	$197.00
Week 4	Clearfield Pool	$236.25	$197.00
	Whirlpool State Park and Maid of the Mist	$630.00	$486.00
	Clearfield Pool	$236.25	$197.00

Attachment: Bid Tab Busing (RES-2025-510 : Award Bid #2025019 Busing - CRS #5546)

	Location	Cost	Cost
Week 5	Clearfield Pool	$236.25	$197.00
	Darien Lake Amusement Park	$630.00	$486.00
	Clearfield Pool	$236.25	$197.00
Week 6	Clearfield Pool	$236.25	$197.00
	North Amherst Rec Center/Beaver Island	$630.00	$476.00
	Clearfield Pool	$236.25	$197.00
Week 7	Clearfield Pool	$236.25	$197.00
	Evangola State Park and Beach	$433.13	$296.00
	Clearfield Pool	$236.25	$197.00
	Subtotal Northwest Summer Camp	**$7,284.38**	**$5,723.00**
CLEARFIELD SUMMER CAMP FIELD TRIPS 2025			
	Location		
Week 1	Fort Niagara w/ tour and pool	$630.00	$486.00
Week 2	Buffalo Zoo w/ Woodlawn Beach	$630.00	$446.00
Week 3	Evangola State Park and Beach	$630.00	$486.00
Week 4	Whirlpool State Park and Maid of the Mist	$630.00	$486.00
Week 5	Darien Lake Amusement Park	$630.00	$486.00
Week 6	North Amherst Rec Center/Beaver Island	$630.00	$476.00
Week 7	Evangola State Park and Beach	$433.13	$296.00
	Subtotal Clearfield Summer Camp	**$4,213.13**	**$3,162.00**
NARC SUMMER CAMP FIELD TRIPS 2025			
	Location		
Week 1	Niagara Kraze & South Long Playground	$630.00	$526.00
	Clearfield Pool	$236.25	$197.00
	NO PROGRAM		
Week 2	Billy Beez & Stieglemeier Park	$630.00	$436.00
	Clearfield Pool	$236.25	$197.00
	Clearfield Pool	$236.25	$197.00
Week 3	Build a Machine Fitness & Beaver Island Beach	$630.00	$346.00
	Clearfield Pool	$236.25	$197.00
	Clearfield Pool	$236.25	$197.00

Attachment: Bid Tab Busing (RES-2025-510 : Award Bid #2025019 Busing - CRS #5546)

	Location	Cost	Cost
Week 4	Lockport Skateland & Mason's Mission Playground	$630.00	$486.00
	Clearfield Pool	$236.25	$197.00
	Northtown Center at Amherst Ice Rink	$236.25	$197.00
Week 5	Darien Lake	$630.00	$486.00
	Clearfield Pool	$236.25	$197.00
	Clearfield Pool	$236.25	$197.00
	Location		
Week 6	Clearfield Pool	$630.00	$197.00
	Beaver Island	$393.75	$248.00
	Clearfield Pool	$236.25	$197.00
Week 7	Airport Lanes & Bennett Beach	$630.00	$286.00
	Clearfield Pool	$236.25	$197.00
	Clearfield Pool	$236.25	$197.00
	Subtotal NARC Summer Camp	**$7,638.75**	**$5,375.00**
EXPLORERS SUMMER CAMP FIELD TRIPS 2025			
	Location		
Week 1	Chestnut Ridge State Park	$315.00	$248.00
	Get Air and Bennett Beach	$630.00	$448.00
	Clearfield Pool	$236.25	$197.00
Week 2	Adventure Landing	$236.25	$228.00
	Bike Buffalo (Canalside)	$630.00	$456.00
	Clearfield Pool	$236.25	$197.00
Week 3	Build a Machine Fitness	$236.25	$246.00
	Northtown Center Ice Skating & Beaver Island	$630.00	$446.00
	Clearfield Pool	$236.25	$197.00
Week 4	Niagara Kraze	$236.25	$346.00
	Lockport Skateland & Mason's Mission Playground	$630.00	$486.00
	Clearfield Pool	$236.25	$197.00
Week 5	Niawanda Park & Mississippi Muds	$315.00	$296.00
	Darien Lake	$630.00	$486.00
	Clearfield Pool	$236.25	$197.00
Week 6	North Amherst Rec Center	$315.00	$258.00
	Splash Lagoon	$630.00	$646.00
	North Amherst Rec Center	$236.25	$228.00

Attachment: Bid Tab Busing (RES-2025-510 : Award Bid #2025019 Busing - CRS #5546)

	Location	Cost	Cost
	Location		
Week 7	South Long Park & Sweet Jenny's Ice Cream	$236.25	$246.00
	Airport Lanes & Bennett Beach	$630.00	$428.00
	Clearfield Pool	$236.25	$197.00
	Subtotal Explorers Summer Camp	**$7,953.75**	**$6,674.00**
RECESS CAMP FIELD TRIPS February & April 2026			
	Harlem Road Community Center		
	Niagara Power Authority	No Bid	$486.00
	Clearfield Community Center		
	Niagara Power Authority	No Bid	$486.00
	Williamsville Youth Center		
	Lockport Skateland	No Bid	$486.00
	Northwest Amherst Community Center		
	Lockport Skateland	No Bid	$486.00
	Subtotal - Recess Camp	**$0.00**	**$1,944.00**
	TOTAL	**$43,036.89**	**$35,036.00**
NOTES:			
Erie Bus Co. dba WNY Bus Co. - Harlem Road Summer Camp total was miscalculated.			
Their total was $5,536. and our total was $5,733 (missing one of the $197 trips in the total).			

Attachment: Bid Tab Busing (RES-2025-510 : Award Bid #2025019 Busing - CRS #5546)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30462 **RESOLUTION 2025-511** **ADOPTED**

Award Bid #2025018 Police Vehicles - CRS #5551

WHEREAS, the Contract Compliance and Administration Department received bids on May 1, 2025 for Bid #2025018 Police Vehicles; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Police Department to trade in the vehicle listed in the table below:

Car#	Year	Make	Model	VIN #	Trade In Amount
102	2023	Ford	Explorer	1FM5K8AB4PGA81838	$6,500
103	2023	Ford	Explorer	1FM5K8AB3PGA06841	$6,500
106	2023	Ford	Explorer	1FM5K8AB4PGA35927	$6,500
112	2023	Ford	Explorer	1FM5K8ABXPGA03368	$6,500
113	2023	Ford	Explorer	1FM5K8AB2PGA06992	$7,000
114	2023	Ford	Explorer	1FM5K8AB9PGA05631	$7,000
123	2023	Ford	Explorer	1FM5K8AB2PGA81837	$7,500
123b	2022	Ford	Explorer Hybrid	1FM5K8AW3NNA00212	$8,000
152	2014	Chev	Tahoe	1GNLC2E05ER209799	$7,000
162	2014	Ford	Explorer	1FM5K8AR5EGC49593	$4,000
180	2016	Ford	Taurus	1FAHP2MK7GG119337	$3,000
		TOTAL			**$69,500**

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

5/27/2025
Consent

FINANCIAL IMPACT:

A3120-2200; $336,096.00

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

Bid #2025018 Police Vehicles								
Low Bidder		Vendor Name:	One Nation Distribution		~~Van Bortel Ford~~		Delacy Ford	
Item #	QTY		Unit Price	Total Price	~~Unit Price~~	~~Total Price~~	Unit Price	Total Price
1	6	2026 or Newer Ford Police Interceptor Utility AWD (LK-Dark Blue) (Non-Hybrid)	$53,994.00	$323,964.00	~~$45,860.00~~	~~$275,160.00~~	$45,296.00	$271,776.00
2	1	2026 or Newer Ford F-150 Police Responder 4 WD (LK-Dark Blue) (Non-Hybrid)	$59,898.00	$59,898.00	~~$48,860.00~~	~~$48,860.00~~	$46,630.00	$46,630.00
3	2	2026 or Newer Ford Police Interceptor Utility AWD (Non-Hybrid) Detective Color: TBD at time of order	$53,994.00	$107,988.00	~~$44,395.00~~	~~$88,790.00~~	$43,595.00	$87,190.00
				$491,850.00		~~$412,810.00~~		$405,596.00
4	11	**Total Trade In Value** (Enter individual trade-in values in the table on page 8 and total of all trade-ins here)		($100,500.00)		~~($97,742.00)~~		($69,500.00)
		Total Net Bid (minus trade-in)		$391,350.00		~~$315,068.00~~		$336,096.00
		Estimated lead time between order and delivery	45 Days		~~90-150 Days~~		4 Stock Units 5 Ordered 2-4 months	
		Price quoted to be delivered price. No additional freight will be allowed.						

NOTES:

Van Bortel: Please refer to cover note on the front of this bid. Notes on price sheet saying last day to order Item #3 is June 13th and is subject to change without notice. Also states that due to tariffs, they are unsure if they will be able to offer 2026 models. Markups on spec. sheets pages 5-7. VB also noted that trade ins are subject to charge back, and options 66A, 63B, 66C, 86T, and 18D are not available for spec 2 and would have to be aftermarket. The LK dark blue color is also not available and HX-antimatter blue has been substituted on the 150 series. There is also no exterior light for 17T and would have to be aftermarket. Van Bortel's bid has been deemed non responsive due to the "trade ins are subject to charge back" note.

Delacy: LK Dark Blue for item #2 is not an available color for the responders. The "X' next to items 7,8,9 and 14 in specification for item #2 do not mean anything.

Attachment: Bid Analysis Police Vehicles (RES-2025-511 : Award Bid #2025018 Police Vehicles - CRS

2025 Trades								
						One Nation Distribution	Van Bortel	Delacy
Car #	Year	Make	Model	VIN #	Mileage	Trade in Amount	Trade in Amount	Trade in Amount
102	2023	Ford	Explorer	1FM5K8AB4PGA81838	95,508	$9,100.00	$11,022.00	$6,500.00
103	2023	Ford	Explorer	1FM5K8AB3PGA06841	96,980	$9,100.00	$12,022.00	$6,500.00
106	2023	Ford	Explorer	1FM5K8AB4PGA35927	90,933	$9,100.00	$10,522.00	$6,500.00
112	2023	Ford	Explorer	1FM5K8ABXPGA03368	96,158	$9,100.00	$12,022.00	$6,500.00
113	2023	Ford	Explorer	1FM5K8AB2PGA06992	78,348	$9,100.00	$12,022.00	$7,000.00
114	2023	Ford	Explorer	1FM5K8AB9PGA05631	81,462	$9,100.00	$11,022.00	$7,000.00
123	2023	Ford	Explorer	1FM5K8AB2PGA81837	73,490	$9,900.00	$12,022.00	$7,500.00
123b	2022	Ford	Explorer Hybrid	1FM5K8AW3NNA00212	66,869	$10,000.00	$9,022.00	$8,000.00
152	2014	Chev	Tahoe	1GNLC2E05ER209799	76,321	$9,000.00	$4,022.00	$7,000.00
162	2014	Ford	Explorer	1FM5K8AR5EGC49593	88,900	$8,500.00	$2,022.00	$4,000.00
180	2016	Ford	Taurus	1FAHP2MK7GG119337	119,943	$8,500.00	$2,022.00	$3,000.00
						$100,500.00	$97,742.00	**$69,500.00**

Attachment: Bid Analysis Police Vehicles (RES-2025-511 : Award Bid #2025018 Police Vehicles - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30463 **RESOLUTION 2025-512** **ADOPTED**

Award Bid #2025012 Parking Lot Crack Fill, Seal Coat & Striping - CRS #5553

WHEREAS, the Contract Compliance and Administration Department received bids on April 10, 2025 for Parking Lot Crack Fill, Seal Coat and Striping; and

WHEREAS, the bid process resulted in responses from five (5) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Baughman Magic Seal, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Baughman Magic Seal, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System so work can begin as soon as possible.

5/27/2025
Consent

FINANCIAL IMPACT:

KP2511-4972; Amount NTE $21,250.00

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

Bid #2025012 - Parking Lot Crack Fill / Seal Coat / Striping								
Low Bid				~~J & D's Seal Tech Corp.~~	~~JR Sealcoating LLC~~	~~M&M Asphalt Maintenance~~	Baughman Magic Seal	Amherst Sealer
Item #	Description	Service*	Quantity	Total Price	Total Price	Total Price	Total Price	Total Price
	Crack Fill / Seal Coat / Stripe							
1	Location 1 - Buffalo Niagara Heritage Village (Figure 1a) Weekday	S	1	~~$1,000.00~~	~~$450.00~~	~~$700.00~~	$500.00	$1,035.00
2	Location 1 - Buffalo Niagara Heritage Village (Figure 1a) Weekend	S	1	~~$1,200.00~~	~~$450.00~~	~~$850.00~~	$600.00	$1,265.00
3	Location 2 - Buffalo Niagara Heritage Village (Figure 1b) Weekday	S	1	~~$900.00~~	~~$400.00~~	~~$750.00~~	$500.00	$1,035.00
4	Location 2 - Buffalo Niagara Heritage Village (Figure 1b) Weekend	S	1	~~$1,100.00~~	~~$400.00~~	~~$950.00~~	$600.00	$1,265.00
5	Location 3 - Buffalo Niagara Heritage Village (Figure 1c) Weekday	S	1	~~$600.00~~	~~$400.00~~	~~$500.00~~	$400.00	$920.00
6	Location 3 - Buffalo Niagara Heritage Village (Figure 1c) Weekend	S	1	~~$700.00~~	~~$400.00~~	~~$600.00~~	$450.00	$1,150.00
7	Location 4 - North Amherst Recreation Center (Figure 1d) Weekday	CF & S	1	~~$3,400.00~~	~~$1,200.00~~	~~$3,100.00~~	$3,500.00	$5,035.00
8	Location 4 - North Amherst Recreation Center (Figure 1d) Weekend	CF & S	1	~~$4,200.00~~	~~$1,200.00~~	~~$3,500.00~~	$3,500.00	$6,265.00
9	Location 5 - Ellicott Creek Trailhead (Figure 1e) Weekday	S	1	~~$700.00~~	~~$400.00~~	~~$800.00~~	$600.00	$920.00
10	Location 5 - Ellicott Creek Trailhead (Figure 1e) Weekend	S	1	~~$840.00~~	~~$400.00~~	~~$950.00~~	$700.00	$1,150.00
11	Location 6 - Veterans Canal Park (Figure 1f) Weekday	SC & S	1	~~$10,200.00~~	~~$19,500.00~~	~~$15,800.00~~	$9,150.00	$12,360.00
12	Location 6 - Veterans Canal Park (Figure 1f) Weekend	SC & S	1	~~$11,200.00~~	~~$19,500.00~~	~~$16,500.00~~	$8,500.00	$12,590.00
13	Location 7 - Skate Park Lot @ Northtown Center (Figure 1g) Weekday	S	1	~~$700.00~~	~~$1,000.00~~	~~$1,500.00~~	$1,650.00	$12,650.00
14	Location 7 - Skate Park Lot @ Northtown Center (Figure 1g) Weekend	S	1	~~$850.00~~	~~$1,000.00~~	~~$1,900.00~~	$1,700.00	$1,495.00
15	Location 8 - Amherst Central Park (Figure 1h) Weekday	LS	1	~~$900.00~~	~~$750.00~~	~~$1,600.00~~	$1,000.00	$1,035.00
16	Location 8 - Amherst Central Park (Figure 1h) Weekend	LS	1	~~$1,200.00~~	~~$750.00~~	~~$1,900.00~~	$1,700.00	$1,265.00
17	Location 9 - Amherst Police @ Bailey Ave (Figure 1i) Weekday	LS	1	~~$700.00~~	~~$500.00~~	~~$1,100.00~~	$600.00	$920.00
18	Location 9 - Amherst Police @ Bailey Ave (Figure 1i) Weekend	LS	1	~~$850.00~~	~~$500.00~~	~~$1,400.00~~	$700.00	$1,150.00
19	Location 10 - Amherst Police @ Bailey Ave (Figure 1j) Weekday	LS	1	~~$600.00~~	~~$400.00~~	~~$600.00~~	$600.00	$920.00
20	Location 10 - Amherst Police @ Bailey Ave (Figure 1j) Weekend	LS	1	~~$700.00~~	~~$400.00~~	~~$700.00~~	$700.00	$1,150.00
21	Location 11 - Central Amherst Little League (Figure 1K) Weekday	LS	1	~~$600.00~~	~~$500.00~~	~~$300.00~~	$600.00	$920.00
22	Location 11 - Central Amherst Little League (Figure 1K) Weekend	LS	1	~~$700.00~~	~~$500.00~~	~~$350.00~~	$700.00	$1,150.00
				~~$0.00~~	~~$0.00~~	~~$0.00~~	$18,450.00	$0.00
	Other							
1	Additional Painted Lines on any Town Owned Site	Per LF	500	~~$0.10~~	~~$0.60~~	~~$0.80~~	$0.70	$0.58
	Total Price - Additional Painted Lines			~~$50.00~~	~~$300.00~~	~~$400.00~~	$350.00	$287.50
2	Additional Mobilization for Painting Control Lines on any Town Owned Site	Each	2	~~$250.00~~	~~$350.00~~	~~$400.00~~	$350.00	$345.00
	Total Price - Additional Mobilization			~~$500.00~~	~~$700.00~~	~~$800.00~~	$700.00	$690.00
3	Additional Painted Symbol (Letter or Accessible) on any Town Owned Site	Each	5	~~$20.00~~	~~$30.00~~	~~$60.00~~	$350.00	$23.00
	Total Price - Additional Painted Symbols			~~$100.00~~	~~$150.00~~	~~$300.00~~	$1,750.00	$115.00
	Estimated "Other" Work			~~$650.00~~	~~$1,150.00~~	~~$1,500.00~~	$2,800.00	$1,092.50
	*Service:							
	CF= Crack Fill							
	SC = Seal Coat							
	S = Stripe							
	LS = Layout & Stripe							
Notes:								
J&D's Seal Tech Corp. declined award.								
JR Sealcoat deemed non-responsive as they could not provide the proper insurance or DOL certificate.								
M&M Asphalt Maintenance declined award.								

Attachment: Bid Analysis Parking Lot Crack Fill Seal Coat & Striping - Rev 5-20-2025 (RES-2025-512 :

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30482 **RESOLUTION 2025-513** **ADOPTED**

Award Bid #2025007 Disposal of Wastewater Sludge, Grit & Screenings - CRS #5558

WHEREAS, the Contract Compliance and Administration Department received bids on February 20, 2025 for Disposal of Wastewater Sludge, Grit and Screenings; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Modern Disposal Services, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Modern Disposal Services, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the current contract is currently under a short-term extension while terms were being negotiated with vendor.

5/27/2025
Consent

FINANCIAL IMPACT:

G9916-4950; Amount TBD

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

Bid #2025007 Disposal of Wastewater Sludge, Grit and Screenings

Low Bidder			Vendor Name:	Modern Disposal Services, Inc.		Modern Disposal Services, Inc. Negotiated		New England Waste Service of ME, Inc. d/b/a Casella		New England Waste Service of ME, Inc. d/b/a Casella - Alternative Bid Option 1		New England Waste Service of ME, Inc. d/b/a Casella - Alternative Bid Option 2	
Item #	QTY	U/M		Unit Price	Total Price			~~Unit Price~~	~~Total Price~~	~~Unit Price~~	~~Total Price~~	~~Unit Price~~	~~Total Price~~
			Term pricing period: April 11, 2025 through April 10, 2026:										
1	14,500	Net Ton	Disposal or reuse fee for acceptance of sludge	$109.50	$1,587,750.00	$100.00	$1,450,000.00	~~No Bid~~	~~No Bid~~	~~$79.00~~	~~$1,145,500.00~~	~~$130.00~~	~~$1,885,000.00~~
1A	250	Net Ton	Disposal or reuse fee for acceptance of grit and screenings	$109.50	$27,375.00	$100.00	$25,000.00	~~No Bid~~	~~No Bid~~	~~$79.00~~	~~$19,750.00~~	~~$130.00~~	~~$32,500.00~~
			Term pricing period: April 11, 2026 through April 10, 2027:										
2	14,500	Net Ton	Disposal or reuse fee for acceptance of sludge	$119.50	$1,732,750.00	$119.50	$1,732,750.00	~~No Bid~~	~~No Bid~~	~~$79.00~~	~~$1,145,500.00~~	~~$130.00~~	~~$1,885,000.00~~
2A	250	Net Ton	Disposal or reuse fee for acceptance of grit and screenings	$119.50	$29,875.00	$119.50	$29,875.00	~~No Bid~~	~~No Bid~~	~~$79.00~~	~~$19,750.00~~	~~$130.00~~	~~$32,500.00~~
			Term pricing period: April 11, 2027 through April 10, 2028:										
3	14,500	Net Ton	Disposal or reuse fee for acceptance of sludge	$125.00	$1,812,500.00	$125.00	$1,812,500.00	~~No Bid~~	~~No Bid~~	~~$79.00~~	~~$1,145,500.00~~	~~$130.00~~	~~$1,885,000.00~~
3A	250	Net Ton	Disposal or reuse fee for acceptance of grit and screenings	$125.00	$31,250.00	$125.00	$31,250.00	~~No Bid~~	~~No Bid~~	~~$79.00~~	~~$19,750.00~~	~~$130.00~~	~~$32,500.00~~
			Term pricing period: April 11, 2028 through April 10, 2029:										
4	14,500	Net Ton	Disposal or reuse fee for acceptance of sludge	$130.00	$1,885,000.00	$130.00	$1,885,000.00	~~No Bid~~	~~No Bid~~	~~$79.00~~	~~$1,145,500.00~~	~~$130.00~~	~~$1,885,000.00~~
4A	250	Net Ton	Disposal or reuse fee for acceptance of grit and screenings	$130.00	$32,500.00	$130.00	$32,500.00	~~No Bid~~	~~No Bid~~	~~$79.00~~	~~$19,750.00~~	~~$130.00~~	~~$32,500.00~~
			No additional charges will be accepted.										

Modern Disposal Services, Inc. - Added an exceptions page related to requirement to charge prices no higher than those offered to any other governmental or commercial consumer; page 6 filled out as follows: Hours of acceptance M-F: 7AM-5:30pm, Limitations for acceptance M-F: 50 tons/day, Hours of acceptance on Saturdays: 7AM-11:30AM, Limitations for acceptance on Saturdays: 50 tons/day.

Modern Disposal Services, Inc. Negotiated - Submitted letter re: negotiated terms. Lowered year one rate to $100 and agreed to one-year contract from date of award. Pricing for Items 2, 2A, 3, 3A, 4, 4A remain as submitted under the bid. Modern withdraws the requirement for limiting sludge deliveries to not more than 50 tons per day and instead allows for reasonably prorata deliveries of Town's undigested sludge cake throughout Year 1 Term and limits Saturday deliveries to approx. 2 loads (~35 tons) as per current practice unless otherwise mutually agreed. If Town otherwise requires a change in daily delivery amounts the Town will notify Modern in advance to ensure they can accommodate.

New England Waste Service of ME, Inc. d/b/a Casella - no bid, but provided an alternative with 2 options. Option #1 - Tip Fee for Hyland Landfill: Negotiated guaranteed minimum of 15-100 tons per week, with a maximum of 150% of that established minimum. Unit price is per wet ton. Option #2 - Transportation and Disposal to Hyland Landfill: 100% of the facility's sludge, loaded onto Casella 60 yard dump trailers (35 ton minimum load). Unit price is per wet ton. Casella did not sign or complete any of the paperwork necessary, including the Non-Collusive Bidding Certification, which is required. Therefore, their offering has been deemed non-responsive.

Attachment: Bid Analysis 2025007 Disposal of Wastewater Sludge, Grit & Screenings (RES-2025-513 :

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30483 **RESOLUTION 2025-514** **ADOPTED**

Award Bid #2025020 Calcium Nitrate Solution - CRS #5559

WHEREAS, the Contract Compliance and Administration Department received bids on May 8, 2025 for Calcium Nitrate Solution; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award Item 1B of this bid (a 24-month contract) to Thatcher Company of New York, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Thatcher Company of New York, Inc.; and

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

5/27/2025
Consent

FINANCIAL IMPACT:

G9916-4800; Amount TBD

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

Bid #2025020 Calcium Nitrate							
Low Bidder			Vendor Name:	Pencco, Inc.		Thatcher Company of New York, Inc.	
Item #		QTY		Unit Price	Total Price	Unit Price	Total Price
1	3000	GAL	Calcium Nitrate Solution as per bid specifications **6-Month Contract**	$3.19	$9,570.00	$3.09	$9,270.00
1A	6000	GAL	Calcium Nitrate Solution as per bid specifications **12-Month Contract**	$3.19	$19,140.00	$3.09	$18,540.00
1B	12000	GAL	Calcium Nitrate Solution as per bid specifications **24-Month Contract**	NO BID	NO BID	$3.09	$37,080.00
			Estimated Annual Usage = 6,000 Gallons				
			No additional Charges Will Be Allowed				

Attachment: Bid Analysis Calcium Nitrate (RES-2025-514 : Award Bid #2025020 Calcium Nitrate Solution -

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30497 **RESOLUTION 2025-515** **ADOPTED**

Change Order No. 01-MC & Final – J.R. Swanson Plumbing Co. Royal Park Sports Complex Town of Amherst Job # 2019.05 CRS #5528

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which decreases the overall contract by $5,283.76. This change reflects a credit received associated with a revision to the floor plan to eliminate a single use toilet room and its associated mechanical equipment. Upon approval, the total value of the referenced contract will be reduced to $104,916.24.

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

Thank you for considering this request.

5/27/2025
Consent

FINANCIAL IMPACT:

the total value of the referenced contract will be reduced to $104,916.24. account KP2303.4972

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

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
ROYAL PARK SPORTS COMPLEX TOWN JOB NO. 2019.055	Contract For: Mechanical Construction Date: May 13, 2024	Change Order Number: 01 MC & Final Date: 4/29/2025
OWNER: *(Name and address)* TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE, NY 14221	**ARCHITECT:** *(Name and address)* Wendel WD Architecture, Engineering, Surveying & Landscape Architecture P.C. 375 Essjay Road, Suite 200 Williamsville, NY 14221	**CONTRACTOR:** *(Name and address)* J.R. Swanson Plumbing Co., Inc. 413 103rd Street Niagara Falls, NY 14304

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Credit from Original Scope (RFP 21) Deduct for changes from ASI 02.

The original Contract Sum was	$	110200.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	110,200.00
The Contract Sum will be decreased by this Change Order in the amount of	$	5,283.76
The new Contract Sum including this Change Order will be	$	104,916.24

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be N/A

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wendel WD Architecture, Engineering, Surveying & Landscape Architecture P.C.	J.R. Swanson Plumbing Co., Inc.	Town of Amherst
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
David L. Kenyon PRINTED NAME AND TITLE	Jason Daley PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
5/5/2025 DATE	5-7-25 DATE	DATE

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User Notes:
(3B9ADA43)

Attachment: CO MC-01 and final - J.R. Swanson Backup (RES-2025-515 : Change Order No. 01-MC & Final – J.R. Swanson Plumbing Co.)

413- 103rd Street.
Niagara Falls, N.Y.
14304

J. R. SWANSON PLUMBING CO. INC.

4/24/2025

We are pleased to give you a credit for Exhaust Fan's 4 and 5, associated duct work, and associated Louver that were eliminated. This credit will cover the equipment, fabrication time, install time for eliminated equipment and associated duct work.

Credit Amount: $2133.19 For Ductwork and Labor
$670.00 For Exhaust Fan's #4 and #5
$942.00 For the Louver's
$1538.57 for Electric Heater 4

Total Credit: $5,283.76

Thank you
Jason Daley

N.F.# (716) 283-3802
Fax# (716) 283-4549
tsidoni@jrswanson.com

Attachment: CO MC-01 and final - J.R. Swanson Backup (RES-2025-515 : Change Order No. 01-MC & Final – J.R. Swanson Plumbing Co.)

QuoteExpress Base Setup
Summary Report List

REP#21

Job Name: Credit Amherst Sports Complex
Zone Name: Credit Amherst Sports Complex

4/25/20

Rectangular

Runs of Ductwork	14
Feet of Ductwork	65.83
Standard Lengths	13
Non-Std Lengths	1
Rectangular Fittings	4
Feet of Fittings	6.00

Rect Weight

Rect. Total Lbs.	156.55
Duct Lbs.	137.41
Non-Std Lbs.	4.30
Rect. Fitt. Lbs.	14.84
Duct Percentage	87.77%

Lbs. / Hr.	Fab	Install
Duct	32.69	22.10
Fittings	9.39	11.31

Ratio

Fitting	0.29
Duct	1

Labor	Fab	Ins
Total Labor	5.92	7
Duct	4.34	6
Fittings	1.58	1

Rect Pressure File

Spiral

Runs of Spiral Pipe	0
Feet of Spiral Pipe	0.00
Standard Lengths	0
Non-Std Lengths	0
Spiral Fittings	0
Feet of L.S. Pipe	0.00
Feet of Fittings	0.00

Spiral Weight

Spiral Total Lbs.	0.00
Spiral Fitt. Lbs.	0.00
Spiral Pipe Lbs.	0.00
Spiral Percentage	0.00%
L.S. Pipe Lbs.	0.00

Lbs. / Hr.	Fab	Install
Pipe	0.00	0.00
Fittings	0.00	0.00

Ratio

Fitting	0.00
Pipe	1

Labor	Fab	Inst
Total Labor	0.00	0.
Straight Pipe	0.00	0.
Fittings	0.00	0.
LongSeam	0.00	0.

Spiral Pressure File

Oval

Runs of Pipe	0
Feet of Pipe	0.00
Standard Lengths	0
Non-Std Lengths	0
Oval Fittings	0
Feet of Fittings	0.00

Oval Weight

Oval Total Lbs.	0.00
Oval Fitt. Lbs.	0.00
Pipe Lbs.	0.00
Oval Percentage	0.00%

Lbs. / Hr.	Fab	Install
Pipe	0.00	0.00
Fittings	0.00	0.00

Ratio

Fitting	0.00
Pipe	1

Labor	Fab	Inst
Total Labor	0.00	0.
Straight Pipe	0.00	0.
Fittings	0.00	0.

Oval Pressure File

Accessories & Catalog

Accessories Count	0
Catalog Count	1

Accessory Reports

- Accum Round Accessories
- Accum Rect Accessories

Catalog Reports

- Accum Catalog Category
- Accum Catalog Group
- Accum Catalog Items

Labor	Fab	Inst
Accessories	0.00	0.
Catalog	0.50	10.

Component Totals *(included in above totals)*

Insulation	SqFt	Labor	Mat'l $
Wrap	0.00	0.00	$0.00
Liner	0.00	0.00	$0.00

Components	Labor	Mat'l $
Hangers	2.52	$39.90
Angles	0.00	$0.00
Rods	0.00	$0.00
Vanes	0.80	$4.90

	Labor	Mat'l
Seam Sealants	0.00	$0.(
Seams	0.54	$0.(
Joints	1.80	$10.8
Joint Sealants	0.14	$4.(

Job Summary

Labor Breakdown		P.P.H.	Pounds	Cost Breakdown	
Fab	6.42	24.40	156.55	Labor	$1,798.84
Install	17.92	8.73	Item Cnt.	Material	$334.35
Other	0.47		22		

Subtotal	$2,133.1
Grand Total	**$2,133.1**

** Discounts and Markups are not included.*

Attachment: CO MC-01 and final - J.R. Swanson Backup (RES-2025-515 : Change Order No. 01-MC & Final – J.R. Swanson Plumbing Co.)

RFP#21

Heaters -

Electric Unit Heaters - 63/T - **$18,870**

EH-1 (2) 12KW 480/3phz
EH-2 (2) 15KW 480/3phz
EH-3 (1) 8KW 480/3phz
With the following:
- Washable Filter Option
- Front inlet, Front Outlet
- Disconnect
- 24v control

Electric Ceiling Heaters – 3480 **$10,770 / 7 = $1,538.57 Each**

EH-4 (7) 2KW 480/3phz
With the following:
- Washable Filter Option
- Disconnect
- 24v control

5100 Series Fan Forced Unit Heater **$930.00**

EH-5 (1) 5KW
208/3phz
With the Following
- Washable Filter Option
- Disconnect
- 24v control

Please let me know if you need anything else.

Thanks,

Attachment: CO MC-01 and final - J.R. Swanson Backup (RES-2025-515 : Change Order No. 01-MC & Final

jay@jrswanson.com

From: Matt Bartnik <matt.bartnik@hvgroup.us>
Sent: Thursday, April 24, 2025 8:58 AM
To: jay@jrswanson.com
Cc: tsidoni@jrswanson.com
Subject: Royal Park Sports Complex

Hi Jay,

I spoke with Tom about some of the pricing breakdown for Royal Park. Please see below pricing regarding exhaust fans and associated louvers:

Exhaust Fan (EF-4) Total Price ...**$ 335.00**
Exhaust Fan (EF-5) Total Price...**$ 335.00** } **$670.00**

Price for Total of 5 Louvers is...**$ 2,355.00 ($ 471.00 each)** **x2 =** **$942.00**

If you have any questions, or need any additional information, let me know!

Best,

Matt Bartnik

Matthew Bartnik
Inside Sales Support
H & V Sales, Inc.

H & V Sales Group
Providing Integrated Efficient HVAC Solutions

matt.bartnik@hvgroup.us / www.hvgroup.us
(716) 897-5010x106 Office / (716) 949-2698 Cell Phone
2800 Walden Ave., Suite A, Cheektowaga, NY 14225
AIR DISTRIBUTION | MECHANICAL EQUIPMENT | HVAC WAREHOUSE

Attachment: CO MC-01 and final - J.R. Swanson Backup (RES-2025-515 : Change Order No. 01-MC & Final – J.R. Swanson Plumbing Co.)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30498 **RESOLUTION 2025-516** **ADOPTED**

Change Order No. 01 & Final - GC – Allgaier Construction Corp. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5556

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which decreases the overall contract by $3,127.00. This change reflects a credit received associated with a revision to the floor plan and an elimination of the construction of a single use toilet room. The scope also includes a modification to the epoxy flooring system to incorporate additional aggregate, thereby increasing surface grit and enhancing safety by reducing the risk of slipping.

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

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

Thank you for considering this request.

5/27/2025
Consent

FINANCIAL IMPACT:

Supervisor to sign the above referenced Change Order, which decreases the overall contract by $3,127.00. account KP2303.4972

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

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* Royal Park Sports Complex Town Job 0 2019-055	**CONTRACT INFORMATION:** Contract For: General Construction Date: 05-13-2025	**CHANGE ORDER INFORMATION:** Change Order Number: 001 Date: 05-13-2025
OWNER: *(Name and address)* Town of Amherst 5583 Main St., Williamsville, NY 14221	**ARCHITECT:** *(Name and address)* Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, P.C, 375 Essjay Rd., Suite 200, Williamsville, NY 14221	**CONTRACTOR:** *(Name and address)* Allgaier Construction Corp. 10080 County Rd., Clarence Center, NY 14032

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	$	1,469,400.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	1,469,400.00
The Contract Sum will be decreased by this Change Order in the amount of	$	(3,127.00)
The new Contract Sum including this Change Order will be	$	1,466,273.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*	**CONTRACTOR** *(Signature)*	**OWNER** *(Signature)*
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
Date	*Date*	*Date*

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User Notes: (6825ed03c83fe865ca2596ae)

Attachment: CO #1 Allgaier Backup G701, RFPs (RES-2025-516 : Change Order No. 01 & Final - GC – Allgaier Construction Corp.)

RFP #08

ALLGAIER CONSTRUCTION CORPORATION

General Contractors

10080 County Road
Clarence Center, New York 14032
Tel. (716) 741-7350
Fax. (716) 741-7351

October 9, 2024

Wendel
375 Essjay Road
Suite 200
Williamsville, NY 14221

Attn: Melissa Konst

RE: Town of Amherst Royal Park Sports Complex – Changes in hardware.

Dear Melissa,

We offer a credit of $526.00 to furnish the hardware for the project as per the returned hardware submittal. Please refer to the attached proposal from Henrietta Building Supply.

Encl.

Allgaier Construction Corp.

Kirk Allgaier, President

Attachment: CO #1 Allgaier Backup G701, RFPs (RES-2025-516 : Change Order No. 01 & Final - GC – Allgaier Construction Corp.)

RFP #36

Henrietta Building Supplies

Return Submittal Changes

Date: 10/1/2024

Contractor: Allgaier Construction Corp.

RFQ # _____

PROJECT TITLE: Town of Amherst Royal Park Sports Complex
10080 County Road
Clarence Center, NY 14032

ASI# _____

CiC # _____

Description of Work: Dekete keypad battery operated locksets and electris striek

Material Required for Change: Item #		QTY.	Unit Cost	Total Deducts	TOTAL Adds
1.)	Opening #101 Hardware set #02				
	Delete 9KZ3-7DV15KP x 626 Battery operated lock	1	$400.00	($400.00)	
	Add 9K3-7D15D x 626 Standard Storeoom Function Lockset	1	$355.00		$355.00
	Prep Frame for HES 5200 Electric strike by others	1	$50.00		$50.00
2.)	Opening #103 Hardware set #02				
	Delete 9KZ3-7DV15KP x 626 Battery operated lock	1	$400.00	($400.00)	
	Add 9K3-7D15D x 626 Standard Storeoom Function Lockset	1	$355.00		$355.00
	Prep Frame for HES 5200 Electric strike by others	1	$50.00		$50.00
3	Opening #106 Hardware set #03				
	Delete 2930 x 630 Electric strike	1	$330.00	($330.00)	
	Delete 2908 Power supply	1		($206.00)	
	Prep Frame for HES 5200 Electric strike by others	1	$0.00		
	Total Deduct Product cost:			($1,336.00)	
	Total Add Product cost:				$810.00
	Total Deduct :			($526.00)	

Attachment: CO #1 Allgaier Backup G701, RFPs (RES-2025-516 : Change Order No. 01 & Final - GC – Allgaier Construction Corp.)

ALLGAIER CONSTRUCTION CORPORATION

General Contractors

10080 County Road
Clarence Center, New York 14032
Tel. (716) 741-7350
Fax. (716) 741-7351

December 6, 2024

Wendel
375 Essjay Road
Suite 200
Williamsville, NY 14221

Attn: Melissa Konst

RE: Town of Amherst Royal Park Sports Complex – Omit door openings #112 & #113.

Dear Melissa,

We offer a credit of $3,770.00 to omit the door openings #112 and #113. Please refer to the attached credit proposal from Henrietta Building Supplies.

Henrietta Builders Supply	=($2,970.00)
Labor to install (2) doors	=($ 800.00)
Total Credit	=($3,770.00)

Encl.

Allgaier Construction Corp.

Kirk Allgaier, President

Attachment: CO #1 Allgaier Backup G701, RFPs (RES-2025-516 : Change Order No. 01 & Final - GC – Allgaier Construction Corp.)

Henrietta Building Supplies

ASI-02

Date: 10/1/2024

Contractor: Allgaier Construction Corp.

RFQ # _____

PROJECT TITLE: Town of Amherst Royal Park Sports Complex
10080 County Road
Clarence Center, NY 14032

ASI# _____

CIC # _____

Description of Work: Deleted Opening #112 & #113

Item #	Material Required for Change:	QTY.	Unit Cost	Total Deducts	TOTAL Adds
1.)	Delete Opening # 112 in it's entirety Delete HM frame 3070 type F1 Delete HM door 3070 type A Delete hardware set #06 Please also deduct the labor to install the doors.	1		($1,210.00)	
2.)	Delete Opening # 113 in it's entirety Delete HM frame 3070 type F2 Delete HM door 3070 type A Delete hardware set #04	1		($1,760.00)	
	Total Deduct Product cost:			($2,970.00)	
	Total Add Product cost:				
	ASI-02 Total Deduct :			($2,970.00)	

Attachment: CO #1 Allgaier Backup G701, RFPs (RES-2025-516 : Change Order No. 01 & Final - GC – Allgaier Construction Corp.)

RFP #29

ALLGAIER CONSTRUCTION CORPORATION

General Contractors

10080 County Road
Clarence Center, New York 14032
Tel. (716) 741-7350
Fax. (716) 741-7351

May 7, 2025

Wendel
375 Essjay Road
Suite 200
Williamsville, NY 14221

Attn: Kristen Petrie

RE: Town of Amherst Royal Park Sports Complex – Addition of abrasive grit in epoxy flooring.

Dear Kristen,

Furnish labor and material to add abrasive grit to the epoxy flooring, for the sum of $1,169.00.

Elk Flooring	=$1,113.00
+Allgaier Const. 5% O&P	=+ $55.65
Total	=$1,169.00

Encl.

Allgaier Construction Corp.

Kirk Allgaier, President

Attachment: CO #1 Allgaier Backup G701, RFPs (RES-2025-516 : Change Order No. 01 & Final - GC – Allgaier Construction Corp.)

RFP #29

ELK

CONTRACTOR PROPOSAL

PCO [x] Change Order

Project Name	**Amherst Royal Sports Plex**			
Contractor Name:	ELK Specialty Flooring	Date:	**14-Mar-25**	
Address:	12691 Kern Road	Project No.:		
	Batavia, NY 14021		**2025**	
Telephone No.:	(716) 715-1805	PCO No:	**2**	Revisions

SECTION A: CONTRACTOR WORK			
1. Total Contractor Labor		$342.40	
2. Total Contractor Material		$625.00	
3. Total Contractor Equipment			
4. Total Unit Price Costs			
5. SUBTOTAL (total of lines 1, 2, 3 & 4)	5.	$967.40	
6. Contractor's Override Combined O & P (15% of line 5)		$145.11	
7. CONTRACTOR TOTAL (total of lines 5 & 6)	7.	**$1,112.51**	
SECTION B: SUBCONTRACTOR WORK (from LC 122 - use a separate form for each subcontractor)			
8. Names Of Subcontractors:		**Round Off Totals to nearest dollar**	
A.			
B.			
C.			
D.			
E.			
9. TOTAL SUBCONTRACTOR'S PROPOSALS (total of lines A thru E)			
10. Contractor's Fee on Subcontractor Proposals: 5% of line 9			
11. SUBCONTRACTOR TOTAL	11.		
SECTION C: TOTAL CONTRACTED UNIT PRICE COSTS	12.		
SECTION D: CONTRACTOR'S REQUESTED TOTAL		**Round Off Totals to nearest dollar**	
13. AMOUNT REQUESTED (total of lines 7, 11, & 12)	13.	**$1,113**	

Ken Gartler
Contractor's Signature

14-Mar-25
Date:

Ken Gartler
Print Name of Authorized Representative

Print name of contact person if different

General Superintendent/Chief Estimator
Print Title

Phone No. (If different from above)

Change Description:

Non-slip abrasive added for additional surface abrasion.

Attachment: CO #1 Allgaier Backup G701, RFPs (RES-2025-516 : Change Order No. 01 & Final - GC – Allgaier Construction Corp.)

RFP #29

ELK

LABOR AND MATERIALS WKST.

PCO [x] Change Order

Project Name:	Amherst Royal Sports Plex	Date:	14-Mar-25
Contractor Name:	ELK Specialty Flooring		
Address:	12691 Kern Road	Project No.:	0
	Batavia, NY 14021		
Telephone No.:	(716) 715-1805	PCO No.:	2

LABOR

Work Description	Trade	Hours	Total Rate from BDC 125 Line D	Total Labor Cost	For CM use only: CM Revisions	For CM use only: CM Field Comments
			$85.60	$0.00		
			$85.60	$0.00		
Additional abrasive grit	C	4.0	$85.60	$342.40		
			$85.60	$0.00		
			$85.60	$0.00		
			$85.60	$0.00		
			$85.60	$0.00		
			$85.60	$0.00		
			$85.60	$0.00		
			$85.60	$0.00		
			$85.60	$0.00		
			$85.60	$0.00		
			$85.60	$0.00		
			$85.60	$0.00		
			$85.60	$0.00		
			$85.60	$0.00		
(Total from additional extension page if required)		4.00		$0.00		
A. TOTAL LABOR				**$342.40**	**$0.00**	**$0.00**

MATERIAL

Material Description	Quantity	Unit	Unit cost	Material Cost
				$0.00
Sikadur 1lbs/150SF	16	LBS	$15.63	$250.00
Add'l Duraguard for added mill thick.	3	Gal Mixed	$125.00	$375.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
(Total from additional extension page if required)				$0.00
B. TOTAL MATERIAL				**$625.00**

Attachment: CO #1 Allgaier Backup G701, RFPs (RES-2025-516 : Change Order No. 01 & Final - GC – Allgaier Construction Corp.)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30499 **RESOLUTION 2025-517** **ADOPTED**

Change Order No. 05 and Final - SU – Louis Del Prince & Sons, Inc. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5555

We respectfully request your approval of this resolution authorizing the Supervisor to sign the referenced Change Order. This Change Order proposes an increase of $6,597.32 to the overall contract. This adjustment will address and repair an existing storm sewer line that was damaged during construction, as well as provide minor electrical site connections for additional pedestrian safety.

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

Funding for this added expense is available within the project account KP2303.4972.

Thank you for your attention to this matter.

5/27/2025
Consent

FINANCIAL IMPACT:

This Change Order proposes an increase of $6,597.32 to the overall contract. Funding for this added expense is available within the project account KP2303.4972.

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

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Royal Park Sports Complex Town Job No. 2019-055	Contract For: Site Utility Date: 05-14-2025	Change Order Number: 005 Date: 05-14-2025
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
Town of Amherst 5583 Main St., Williamsville, NY 14221	Wendel WD Architecture, Engineering, Surveying & Landscape Architecture 375 Essjay Rd., Suite 200, Williamsville, NY 14221	Louis Del Prince 580 Cayuga Rd., Cheektowaga, NY 14225

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
RFP 19 Pedestrian Lighting Control Circuit, RFP 27 Gutter Lateral Repair, RFP 28 Shot Clock on Building

The original Contract Sum was	$	6,490,400.00
The net change by previously authorized Change Orders	$	350,676.53
The Contract Sum prior to this Change Order was	$	6,841,076.53
The Contract Sum will be increased by this Change Order in the amount of	$	6,597.32
The new Contract Sum including this Change Order will be	$	6,847,673.85

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*	CONTRACTOR *(Signature)*	OWNER *(Signature)*
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
Date	*Date*	*Date*

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User Notes: (6825ff7ebf55aff20b72f66c)

Attachment: CO #05 LDP Backup (RES-2025-517 : Change Order No. 05 and Final - SU – Louis Del Prince & Sons, Inc.)

Wendel

375 Essjay Road
Suite 200
Williamsville, NY 14221

Phone: (716) 688-0766
Fax: (716) 625-6825

REQUEST FOR PROPOSAL

No. 019

TITLE:	**Pedestrian Lighting Control Circuit**	**DATE:**	December 18, 2024
PROJECT:	***Royal Park Sports Complex***	**PROJECT NO:**	261341
TO:	Louis Del Prince & Sons, Inc. 580 Cayuga Rd. Cheektowaga, NY 14225-1312	**CONTRACT NO:**	Site/Utility Construction

An itemized proposal must be submitted for any modification or change in the Contract Sum and/or Contract Time of the Contract Documents described herein. Within Seven (7) days of the date of this Request for Proposal, the Contractor must either (i) submit an itemized proposal or (ii) notify the Architect in writing of the anticipated date on which the itemized proposal will be submitted.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION

Please provide an itemized quote for the following proposed changes:

- Modify and combine circuits for multipurpose and bleachers zones on both pole S3 and S4 inside electrical components enclosure. Pole S3 and S4 will remain to be feed from Panelbord HPP2 ckt 13,15,17 & 19,21,23. Existing circuit breaker that was scheduled for bleacher zone shall remain in panel and be label as 'SPARE'.

Attachment:

- RFP 019 – 229429 Control Summary - R3.pdf

REQUESTED BY:

Dave L. Kenyon, RLA, ASLA, LEED AP
Senior Landscape Architect
Associate Principal

Attachment: CO #05 LDP Backup (RES-2025-517 : Change Order No. 05 and Final - SU – Louis Del Prince & Sons, Inc.)

LOUIS DEL PRINCE & SONS INC.
PAVING CONTRACTORS
Since 1937

"Buffalo's Original Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

TO Wendel
375 Essjay Rd. Suite 200
Williamsville, Ny 14221
Amanda Stabell (716) 688-0766
astabell@wendelcompanies.com

PROPOSAL

ESTIMATOR	JOB	PAYMENT TERMS	PROPOSAL DATE
Joe Minneci	24-075-RFP 019		1/22/2025

Pedestrian Lighting-Wire Musco pedestrian lighting on poles to regular pole lighting contractor.

Scope:

Connection of two sets of pedestrian lighting on two different poles to existing pole feeds.

Labor: $661.25

Material: $31.75

Total: $693

Thank you for the opportunity to quote your project.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Attachment: CO #05 LDP Backup (RES-2025-517 : Change Order No. 05 and Final - SU – Louis Del Prince & Sons, Inc.)

LOUIS DEL PRINCE & SONS INC.
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Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

Change Order 006

Project Name: ***Amherst Royal Park Sports Complex***

Owner's Project #: *261341* **LDP #:** *24-075*

Requested by: *Town Of Amherst* **Date:** *22-Jan-23*

Description of Change: *RFP-019 Pedestrian Lighting- Connect two sets of pedestrain lighting on Musco Poles.*

Labor

Description	# People	# Hours	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$0.00**

Equipment

Description	Qty	# Hours	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$0.00**

Materials

Description	Qty	UOM	Unit Cost	Item Total
Material				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$0.00**

Subcontractor

Description	Qty	UOM	Unit Cost	Item Total
Stenzel Electrical Construction	1	LS	$660.00	$660.00
				$0.00
				$0.00
			Total	**$660.00**

Markup L. E. M. (10%)	**$0.00**
Markup Sub (5%)	**$693.00**

Attachment: CO #05 LDP Backup (RES-2025-517 : Change Order No. 05 and Final - SU – Louis Del Prince & Sons, Inc.)

RFP# 19

PROPOSAL FOR CONSTRUCTION

STENZEL ELECTRICAL CONSTRUCTION
8535 SUNSET DR
WILLIAMSVILLE, NY 14221
716-998-2260

FOR:

Louis Del Prince
RFP #19 Wire musco pedestrian lighting on poles to regular pole lighting contactor

SCOPE:
-Connection of two sets of pedestrian lighting on two different poles to existing pole feeds. (RFP #19)

Labor	$ 575.00
Material	$ 25.00
Sub Total	$ 600.00
10% markup	$ 60.00
Proposed cost:	$ 660.00

Please sign and return with a PO # to bill to

_____Date:_____

PO #_____

CALL DAVE STENZEL FOR ANY QUESTIONS
716-998-2260

THANK YOU

Attachment: CO #05 LDP Backup (RES-2025-517 : Change Order No. 05 and Final - SU – Louis Del Prince & Sons, Inc.)

"Buffalo's Original Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

TO Wendel
375 Essjay Rd. Suite 200
Williamsville, Ny 14221
Amanda Stabell (716) 688-0766
astabell@wendelcompanies.com

PROPOSAL

ESTIMATOR	JOB	PAYMENT TERMS	PROPOSAL DATE
Joe Minneci	24-075 CO-004	Net 30 Days	2/11/2025

Site: Royal Park Sports Complex-187 Royal Parkway W. Williamsville, NY 14221

Item 1) Gutter Lateral

- Excavate Trench
- Install #1 Bedding Stone
- Install 4" SDR 35 PVC Sewer Pipe W/ Fernco Couplings.
- Backfill Trench and Restore.

Total: ~~$4021.87~~

Discount: -$500

Grand Total: $3521.87

Thank you for the opportunity to quote your project.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Attachment: CO #05 LDP Backup (RES-2025-517 : Change Order No. 05 and Final - SU – Louis Del Prince & Sons, Inc.)

"Buffalo's Orignal Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

Change Order 004

Project Name: ***Amherst Royal Park Sports Complex***

Owner's Project #: *261341* **LDP #:** *24-075*

Requested by: *Town Of Amherst* **Date:** *5-Feb-25*

Description of Change: *Gutter Lateral (Located by Queens)*

Labor

Description	# People	# Hours	Unit Cost	Item Total
Laborers	1	8	$83.58	$668.64
Operator	1	8	$100.86	$806.88
Trucker	1	8	$97.03	$776.24
				$0.00
				$0.00
				$0.00
			Total	**$2,251.76**

Equipment

Description	Qty	# Hours	Unit Cost	Item Total
Tool Truck	1	8	$33.08	$264.64
Komatsu 138	1	8	$56.89	$455.12
Tri/A dump truck	1	8	$35.72	$285.76
			Total	**$1,005.52**

Materials

Description	Qty	UOM	Unit Cost	Item Total
4" SDR 35 PVC Sewer Pipe	50	FT	$3.00	$150.00
#1 Bedding Stone	2	TON	$30.00	$60.00
Fernco Couplings	2	EA	$15.00	$30.00
				$0.00
			Total	**$240.00**

Subcontractor

Description	Qty	UOM	Unit Cost	Item Total
				$0.00
			Total	**$0.00**

Markup L. E. M. (15%)	**$4,021.87**
Markup Sub (5%)	**$0.00**
TOTAL	**$4,021.87**

Attachment: CO #05 LDP Backup (RES-2025-517 : Change Order No. 05 and Final - SU – Louis Del Prince & Sons, Inc.)

Wendel

375 Essjay Road
Suite 200
Williamsville, NY 14221

Phone: (716) 688-0766
Fax: (716) 625-6825

REQUEST FOR PROPOSAL

No. 028

TITLE:	**North Play Clock Install**	**DATE:**	March 12, 2025
PROJECT:	***Royal Park Sports Complex***	**PROJECT NO:**	261341
TO:	Louis Del Prince & Son, Inc. 580 Cayuga Rd. Cheektowaga, NY 14225-1312	**CONTRACT NO:**	Site/Utility

An itemized proposal must be submitted for any modification or change in the Contract Sum and/or Contract Time of the Contract Documents described herein. Within Seven (7) days of the date of this Request for Proposal, the Contractor must either (i) submit an itemized proposal or (ii) notify the Architect in writing of the anticipated date on which the itemized proposal will be submitted.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION

Provide a detailed cost proposal for providing 120V electrical connection to a shot clock with (2)#12 AWG and (1)#12 GRD wires in a 3/4" conduit. See attached drawings E104 and E502.

REQUESTED BY:

Dave L. Kenyon, RLA, ASLA, LEED AP
Senior Landscape Architect
Associate Principal

Attachment: CO #05 LDP Backup (RES-2025-517 : Change Order No. 05 and Final - SU – Louis Del Prince & Sons, Inc.)

"Buffalo's Original Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

TO Wendel
375 Essjay Rd. Suite 200
Williamsville, Ny 14221
Amanda Stabell (716) 688-0766
astabell@wendelcompanies.com

PROPOSAL

ESTIMATOR	JOB	PAYMENT TERMS	PROPOSAL DATE
Joe Minneci	24-075-RFP 028		3/28/2025

North Play Clock Install

Provide a detailed cost proposal for providing 120V electrical connection to a shot clock with (2) #12 AWG and (1) #12 GRD wires in a ¾" conduit. As per drawings E104 and E502.

Labor: $1769.25

Material: $613.20

Total: $2,382.45

Thank you for the opportunity to quote your project.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Attachment: CO #05 LDP Backup (RES-2025-517 : Change Order No. 05 and Final - SU – Louis Del Prince & Sons, Inc.)

LOUIS DEL PRINCE & SONS INC.
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580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

Change Order 005

Project Name: ***Amherst Royal Park Sports Complex***

Owner's Project #: *261341* **LDP #:** *24-075*

Requested by: *Town Of Amherst* **Date:** *28-Mar-25*

Description of Change: *RFP-028 North Play Clock Install-Dave Stenzel to perform electrical connections for play clock.*

Labor

Description	# People	# Hours	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$0.00**

Equipment

Description	Qty	# Hours	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$0.00**

Materials

Description	Qty	UOM	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$0.00**

Subcontractor

Description	Qty	UOM	Unit Cost	Item Total
Stenzel Electrical Construction	1	LS	$2,269.00	$2,269.00
				$0.00
				$0.00
			Total	**$2,269.00**

Markup L. E. M. (10%)	**$0.00**
Markup Sub (5%)	**$2,382.45**

Attachment: CO #05 LDP Backup (RES-2025-517 : Change Order No. 05 and Final - SU – Louis Del Prince & Sons, Inc.)

RFP #28

PROPOSAL FOR CONSTRUCTION

STENZEL ELECTRICAL CONSTRUCTION
8535 SUNSET DR
WILLIAMSVILLE, NY 14221
716-998-2260

FOR:

Louis Del Prince

SCOPE:
-Connect shot clock on south side of concession stand per request

Labor	$ 1479.00
Material	$ 584.00
10% markup	$ 206.00

Proposed cost: $ 2269.00

Please sign and return with a PO # to bill to

_____Date:_____

PO #_____

CALL DAVE STENZEL FOR ANY QUESTIONS
716-998-2260

THANK YOU

Attachment: CO #05 LDP Backup (RES-2025-517 : Change Order No. 05 and Final - SU – Louis Del Prince & Sons, Inc.)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30500 **RESOLUTION 2025-518** **ADOPTED**

Change Order No. 03-EC & Final – Industrial Power and Lighting Corp. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5563

We are requesting the Town Board Consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $22,454.92. This change provides for the installation of the required sound/public address system for the newly installation multi-purpose field and bleacher seating. As this system was to be predicated on final installed parameters of the field and press box, the scope of the sound system was developed during construction and finalized recently and will be furnished and installed by this contractor after being significantly value-engineered in an effort to reduce the overall cost of the system.

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

Funding for this added expense is available within the project account KP2303.4972.

Thank you for considering this request.

5/27/2025
Consent

FINANCIAL IMPACT:

increases the overall contract by $22,454.92. Funding for this added expense is available within the project account KP2303.4972.

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

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* Royal Park Sports Complex Town Job No 2019-055	**CONTRACT INFORMATION:** Contract For: Electrical Construction Date: 05-13-2025	**CHANGE ORDER INFORMATION:** Change Order Number: 03 & Final Date: 05-20-2025
OWNER: *(Name and address)* Town of Amherst 5583 Main Street Williamsville, NY 14221	**ARCHITECT:** *(Name and address)* Wendel WD Architecture, Engineering, Surveying & Landscape Architecture P.C. 375 Essjay Rd, Suite 200 Williamsville, NY 14221	**CONTRACTOR:** *(Name and address)* Industrial Power and Lighting Corp 60 Depot Street Buffalo, NY 14206

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Add to Original Scope (RFP 31) add a stadium sound system

The original Contract Sum was	$	443,700.00
The net change by previously authorized Change Orders	$	4,379.71
The Contract Sum prior to this Change Order was	$	448,079.71
The Contract Sum will be increased by this Change Order in the amount of	$	22,454.92
The new Contract Sum including this Change Order will be	$	470,534.63

The Contract Time will be unchanged by Zero ( ) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*	**CONTRACTOR** *(Signature)*	**OWNER** *(Signature)*
BY: David L. Kenyon		
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
Date	*Date*	*Date*

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User Notes: (682ca5e3bf55aff20b7307ae)

Attachment: CO #3 IPL- back up (RES-2025-518 : Change Order No. 03-EC & Final – Industrial Power and Lighting Corp.)

CHANGE REQUEST

Industrial Power and Lighting Corp
60 Depot Street
Buffalo, NY 14206

Town of Amherst - Engineering
1100 North Forest Road
Williamsville, NY 14221

CCN # 5.1
CCN Date 5/2/2025
PRESSBOX SOUND SYSTEM
Project Name: Royal Park Sports Complex
Project Number: 240009
Page Number: 1

Work Description

Change per Wendel RFP-031 - Stadium Sound System - Dated 3/31/2025.

ADD - Stadium Sound System:

- Provide a stadium sound system per the attached quote from 5 Day Productions.
- Furnish and install an interior and exterior conduit system, as shown on the attached sketch.
- Furnish and install a 12/2 speaker cable from each of the (4) exterior speakers to the rack location inside of the press box, via the interior and exterior conduit system.
- Install (4) exterior speakers on the exterior of the press box as shown on E105.

NOTE:

- This quote is inclusive of ONLY the labor and materials listed in the attached quote and submittal from 5-day productions; and the items listed above from IPL.
- If this quote and its respective submittals are accepted, only the materials listed on the BOM and detailed in the submittal will be provided. If there are any items, labor or material, that are listed in the spec, but that are omitted from the BOM and the submittals, such items, if desired or required, will be an additional cost and will require a re-quote.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
3/4" CONDUIT - EMT	60	51.55	3.72
3/4" COUPLING SS STL - EMT	8	4.42	0.48
3/4" CONN SS STL INSUL - EMT	24	14.14	2.88
3/4" 1-H STRAP - EMT - STEEL	8	2.63	0.40
#12/2C CORD CONN - SO - 3/4" HUB	4	32.00	2.90
WIRE CONN RED	20	5.69	2.03
4x 2 1/8" SQ BOX COMB KO	4	24.87	1.40
4" SQ BLANK COVER	4	2.92	0.36
FD 2G BOX 1x 1/2" HUB - TOP	4	198.24	3.20
2G CVR BLANK - CI	1	22.28	0.14
2G RUBBER GASKET	1	7.03	0.14
#8 TO #10x 7/8 PLAS ANCHOR (3/16)	8	0.28	1.50
1/4-20x 1 HEX HEAD BOLT - PLTD STL	8	1.33	0.56
#10x 1 P/H SELF-TAP SCREW	16	0.88	1.10
DRILL THROUGH EXTERIOR OF PRESSBOX	4	0.00	1.60
BELDEN 8812 - 12/2 SPEAKER CABLE - MATERIAL	1,000	950.00	0.00
12/2 SPEAKER CABLE (LABOR)	200	0.00	3.00
DRILL THROUGH INTERIOR WALL AND CALK HOLE WITH ACRYLIC CALK	3	30.00	0.75
Totals	**1,377**	**1,348.26**	**26.16**

ORIGINAL

Attachment: CO #3 IPL- back up (RES-2025-518 : Change Order No. 03-EC & Final – Industrial Power and Lighting Corp.)

CHANGE REQUEST

Town of Amherst - Engineering

Industrial Power and Lighting Corp

60 Depot Street
Buffalo, NY 14206

CCN # 5.1
CCN Date 5/2/2025
PRESSBOX SOUND SYSTEM
Project Name: Royal Park Sports Complex
Project Number: 240009
Page Number: 2

Summary

MATERIAL		
General Materials		1,348.26
Total Material		**1,348.26**
LABOR		
Foreman - 1st (41)	(26.16 Hrs @ $94.37)	2,468.72
Total Labor		**2,468.72**
OVERHEAD & PROFIT		
Overhead	(@ 10.000 %)	381.70
Profit	(@ 10.000 %)	419.87
Total Markups		**801.57**
SUBCONTRACTORS		
Stadium Sound	($16,987.02 + 0.000 % + 0.000 % + 5.000 %)	17,836.37
Total Subcontractors		**17,836.37**
FINAL AMOUNTS		
Final Amount		**$22,454.92**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 5.1
Final Amount: $22,454.92

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Attachment: CO #3 IPL- back up (RES-2025-518 : Change Order No. 03-EC & Final – Industrial Power and Lighting Corp.)

CHANGE REQUEST

Town of Amherst - Engineering

Industrial Power and Lighting Corp
60 Depot Street
Buffalo, NY 14206

CCN #	**5.1**
CCN Date	5/2/2025
	PRESSBOX SOUND SYSTEM
Project Name:	Royal Park Sports Complex
Project Number:	240009
Page Number:	3

GENERAL REQUIREMENTS

Acceptance of this change request may extend contract by 30 days.
IPL reserves the right to correct any and all errors and omissions.
IPL reserves the right to adjust our costs due to COVID-19 requirements.

Attachment: CO #3 IPL- back up (RES-2025-518 : Change Order No. 03-EC & Final – Industrial Power and Lighting Corp.)

ORIGINAL

5 DAY PRODUCTIONS
PROFESSIONAL WIRING SYSTEMS & CUSTOM AUDIO SOLUTIONS

Audio System Integration

Proposal
Royal Park Sports Complex Audio System Integration

Submitted to
Kevin Higgins
Town of Amherst c/o IPL Corp

Submitted by
Nathan Gambino
5 Day Productions LLC

Attachment: CO #3 IPL- back up (RES-2025-518 : Change Order No. 03-EC & Final – Industrial Power and Lighting Corp.)

TABLE OF CONTENTS

- OVERVIEW 2
- PROJECT SUMMARY 3
- ABOUT US & EXPERIENCE 4
- TERMS & CONDITIONS 6
- SIGNATURE 8

Attachment: CO #3 IPL- back up (RES-2025-518 : Change Order No. 03-EC & Final – Industrial Power and Lighting Corp.)

Overview

Dear Kevin Higgins,

5 Day Productions LLC is pleased to present you with the following Audio System Integration proposal for Royal Park Sports Comple

At 5 Day Productions LLC, we are experts in installing and integrating the industry's most advanced audiovisual technologies. translate this expertise into value for our clients through highly-customized systems integration solutions, equipment sales and servi We are proud to serve as a premier AV systems integrator in WNY and the city of Niagara Falls, delivering comprehensive AV syst technology, presentation and collaboration solutions and more.

5 Day Productions LLC is one of the best trained AV integration companies in the area, providing incredible audiovisual enhancem with custom design and installation services for meeting rooms, boardrooms and collaboration spaces, network operation cen government commission chambers, stadiums, houses of worship, hotels, broadcast studios and more.

As part of our many levels of differentiation when compared to our competitors, large and small, is 5 Day Productions LLC's commitr to the highest professional standards in regard to systems installations. We accomplish this by installing the highest quality solutions best suit our clients needs. No project is the same, which is why we bring the necessary attention to detail to design a system th optimized for each project.

We are proud to foster close relationships with some of the most trusted and reputable brands in the industry. When designing integrating systems, not only do we bring our own experience and expertise at 5 Day Productions LLC, but also the expertise of brands whose products we are installing. This proposed system has been designed by the systems experts at DAS Audio, a spe manufacturing company from Valencia, Spain, whose US headquarters are located in Miami, FL. What sets DAS Audio apart from c speaker manufacturers is their commitment to constantly improve. As a result, DAS designs and manufacturers all of the componen their speakers. This allows them flexibility and precision during the conception process, unique in the industry. For more informatio DAS Audio systems and their expertise, please see some of their case studies, here: https://www.dasaudio.com/en/case-studies/

The speakers in this system are DAS Audio speakers from their Weather Resistant series. These enclosures have an IP56 ra perfect for the climate in WNY, all year round. They have a fiberglass exterior with stainless steel fittings and mounting hardware. allows them to be directly exposed to the elements, boasting extended durability in extreme environments.

All the best,

Nathan Gambino

5 Day Productions LLC

Attachment: CO #3 IPL- back up (RES-2025-518 : Change Order No. 03-EC & Final – Industrial Power and Lighting Corp.)

Project Summary

Location:

Royal Park Sports Complex

257 Royal Pkwy W

Williamsville, NY 14221

Suggested System Features & Abilities:

- An appropriate sound system for an audience of approximately 300.
- Attention to detail as to allow for only minimal sound travel to the surrounding neighborho Broadband coverage doesn't get much passed the middle of the field where it's 78-80dB as compa to 101-102dB in the grandstands. This means the system shouldn't cause issues with the neighbor homes.
- Microphones: one wireless handheld, one wireless lapel and one table top mounted handheld mic the main press box. Ability to add more microphones in the future is simple.
- 16 Channel digital mixing console with 8 outputs. All regular control of the system can be done fr this console.
- DSP amplifier that allows for the necessary digital signal processing to drive this system.
- Floor mounted equipment rack. No control needs to be done from the rack. System can be complet controlled from the digital mixing console.
- System comprised of 4 main speakers.
- All speakers to be mounted with safety cables.
- All speaker cable (12 AWG) to be weatherproof if exposed.
- System training to be provided for the sports complex personnel.
- Documentation to be provided for and available on site in a safe place for user reference.

Attachment: CO #3 IPL- back up (RES-2025-518 : Change Order No. 03-EC & Final – Industrial Power and Lighting Corp.)

About Us and Our Experience

5 Day Productions LLC is a locally owned and operated audio visual integration company that specializes in installing and integra advanced audiovisual technologies. We pride ourselves on having no customer complaints, no technical failures, and a commitmer maintaining high standards in quality and service.

Previous Experience

A new audio system was designed and installed for the Gow School's gymnasium.

System consists of:

- 4x DAS Audio ARTEC-326 speakers
- 1x DAS Audio ARTEC-322S subwoofer
- 1x Blaze 6008 DSP amplifier
- 1x M4250 network switch
- 1x 10U locking, wall-mounted swing rack
- 1x remote-controlled power sequencer.
- 1x wall-mounted controller
- 1x wall-mounted keyed switch.
- 1x Sennheiser wireless microphones with 2x paddle antennas
- All required low voltage cabling

Challenges:

The client's previous audio system consisted of four black portable speakers suspended from the ceiling with safety cables and a v mounted equipment rack containing analog mixers and other professional audio equipment that was not being utilized effectively. M of the staff did not know how to operate the system. The client requested the installation of a new system that could be controlled wi single-button controller. All rackmount equipment simply lives in the rack. No user intervention is required. 5 Day Productions l successfully installed the specified equipment. The new, white speakers blend seamlessly in the space, unlike the previous syst Most people do not even notice them. The new speakers have a tighter dispersion for a more focused sound reproduction, allowing minimized reflections and more effective coverage. The client was pleased with the new system. We completed the installation with tight timeframe and finished ahead of the deadline, meeting and exceeding their expectations.

Installed a new audio system for Niagara Community Church.

System consists of:

- 4x DAS Audio Q-43-TW speakers
- 1x DAS Audio Q10 subwoofer
- 1x 14U floor rack
- 4x Sennheiser wireless microphones with 2x paddle antennas
- 1x Presonus 32SX digital mixing console
- 2x LEA Professional CS354 amplifiers
- 1x power sequencer
- 1x Ubiquiti UDM-SE network router

Challenges:

The client's existing system was originally installed around 1970. The outdated equipment was no longer functioning. The cl requested the installation of a new system that would be easy for their designated audio personnel to operate. 5 Day Productions l successfully installed the specified equipment. The new speakers were much smaller than the old ones and blend seamlessly into

Attachment: CO #3 IPL- back up (RES-2025-518 : Change Order No. 03-EC & Final – Industrial Power and Lighting Corp.)

Other Experience

Installation, design and consultation experience:

- Canisius University ESPN broadcast & replay systems at Koessler Athletic Center and Harbor Center
- Install and fusion splice singlemode fiber for NHL broadcast & other systems at KeyBank Center
- Consultation for the Buffalo Sabres and NHL for various AV systems
- Install security cameras and IT networks for Wera Tools US headquarters, working directly with their IT network administra in Germany
- Install security cameras & IT networks for client's warehouses and storefronts
- Consultation, systems design and integration for City School District of Niagara Falls including board room streaming syst NFHS gym audio system, NFHS blackbox broadcast system and more
- Design and install DAS Audio speakers with LEA Amplifiers for new audio system in Salvation Army of Lockport's chapel.
- Design and install audio system featuring Sonance speakers with LEA amplifier for Seva at The Cadence hotel, downt Niagara Falls

More experience can be seen on our Instagram (@5DayProductions) or read in some of LEA Professional's case studies and spotl interview:

- https://leaprofessional.com/blog/av-integrator-spotlight-5day-productions/
- https://leaprofessional.com/blog/lea-amps-power-niagara-falls-community/

Attachment: CO #3 IPL- back up (RES-2025-518 : Change Order No. 03-EC & Final – Industrial Power and Lighting Corp.)

TERMS & CONDITIONS

PURCHASE

5 Day Productions LLC consents to sell and the Client consents to purchase the equipment ar services indicated ("Equipment & Services"), the establishment of such Equipment ("Installation' and (as appropriate) the plan, designing and conference connected with such Equipment ar Establishment ("Design") depicted on the Proposal Sheet which will be supplied after receivir payment.

PROJECT SCHEDULE

Work is to begin immediately after receipt of a minimum 65% of the Total Amount Due. Access site is to be organized upon receipt of payment.

CHANGE ORDERS AND ADDITIONAL SERVICE

Except if explicitly recorded on the Proposal and remembered for the Price, development, fix ar other work or materials connected with the Project, including, however not restricted to electrica drywall, painting, millwork, underground digging or laying or providing conductor for wiring, a excluded from the Price and Client consents to pay Company for such administrations at the ra outfitted to Client by 5 Day Productions LLC at the time.

DRAWINGS AND PLANS

All drawings, plans, and plans made by 5 Day Productions LLC are the sole property of 5 Da Productions LLC and may not be copied or given to anybody other than the Client. Just a sing Design will be given by 5 Day Productions upon project completion.

PROMOTING MATERIALS

Client awards 5 Day Productions LLC, via signing on the SIGN OFF page, the right and permit utilize pictures, tributes, contextual analyses and other related things supported by Client in 5 Da Productions LLC showcasing and promoting materials without cost to 5 Day Productions LLC.

LIMIT OF LIABILITY

5 Day Productions LLC will not under any conditions be at risk to the Client or any outsider f aberrant, coincidental, or noteworthy harms emerging from the Installation.

RETRACTIONS, RETURNS AND ALLOWANCES

Assuming that Client drops the Agreement after execution however before the Equipment requested, then the Client will be liable for 10% of the all out Price to remunerate 5 Day Productior LLC. After Installation is finished and checked to be working appropriately by Client, 5 Day Productions LLC is expected all excess sums extraordinary per this Agreement.

Attachment: CO #3 IPL- back up (RES-2025-518 : Change Order No. 03-EC & Final – Industrial Power and Lighting Corp.)

NON-SOLICITATION

The Client and Company commonly concur neither one of the gatherings will straightforwardly or implication request, remove, recruit, utilize or attempt to utilize any of the representatives of the ot party.

FORCE MAJEURE

Organization will not be responsible for any deferral in the fruition of the Project brought about issues outside 5 Day Productions LLC's ability to control, counting, without limit, the demonstrati of any designer or project worker not associated with 5 Day Productions LLC.

Attachment: CO #3 IPL- back up (RES-2025-518 : Change Order No. 03-EC & Final – Industrial Power and Lighting Corp.)

Sign-off

The proposes to complete the work outlined in this proposal for an all-inclusive fee of $20,727.05 plus taxes (if not tax-exempt), not including any unforeseen or unexpected conditions. This includes project management, technical expertise and support, equipment, materials, labor, scheduling, supervision, and quality assurance.

Additional charges will be included if changes are made to the project scope once this document has been signed and/or differences between the allowance outlined above and the actual cost of these items varies.

The next step is to agree to this proposal (in addition to any changes that have been noted in the presentation of this document), and to sign the contractual agreement that references the document above.

Nathan Gambino_____

5 Day Productions LLC

Kevin Higgins _____

5 DAY PRODUCTIONS
PROFESSIONAL WIRING SYSTEMS & CUSTOM AUDIO SOLUTIONS

Attachment: CO #3 IPL- back up (RES-2025-518 : Change Order No. 03-EC & Final – Industrial Power and Lighting Corp.)

5 DAY PRODUCTIONS
PROFESSIONAL WIRING SYSTEMS & CUSTOM AUDIO SOLUTIONS

4450 Witmer Industrial Estates /#4 | Niagara Falls, NY 14305 USA
Phone: 855-500-5DAY | Cell: (716) 870-3344
www.5DayProductions.com

PROPOSAL

Town of Amherst | Royal Park Audio System

Project # Royal Park Audio System_AMENDED

Proposal To:
Town of Amherst c/o IPL Corp
5583 Main Street
Williamsville, NY 14221

Ship To:
Royal Park Sports Complex
257 Royal Pkwy W
Williamsville, NY 14221

EQUIPMENT & SERVICES

Line	Description	Manufacturer	Item #	Qty	Unit Sale	Ext Sale
1	Passive, 400W, 12", Two-way, 60° x 40° Speaker - White	DAS Audio	WR-6412-DXW	2	$2,807.16	$ 5,614
2	Passive, 200W, 2 x 6", Two-way, 80° x 80° Speaker - White	DAS Audio	WR-8826-DXW	2	$1,838.85	$ 3,677
3	U Bracket For WR-6412 - White	DAS Audio	AXU-WR6412-W	2	$ 382.68	$ 765
4	Wall Bracket For WR-8826 - White	DAS Audio	AXW-1-W	2	$ 103.05	$ 206
5	PowerZone™ Connect 3004	Blaze Audio	LBX-888-004	1	$2,399.00	$ 2,399
6	1U 7-Channel Mic/Line Mixer	Cloud Electronics	MX155	1	$ 239.95	$ 239
7	Handheld Dynamic Cardioid Microphone	Shure	SM58S	1	$ 119.00	$ 119
8	12U x 18"D Desktop AV Rack	Lowell	LDTR-1018	1	$ 570.60	$ 570
9	Power Conditioner w/ Power Sequencing	Furman	M-8S	1	$ 274.99	$ 274
10	Digital Wireless Handheld Microphone Set (470.2 - 526 MHz)	Sennheiser	EW-D 835-S SET (Q1-6)	1	$ 699.00	$ 699
11	Wireless Lavalier Microphone Set (470.2 - 526 MHz)	Sennheiser	EW-D ME4 SET (Q1-6)	1	$ 699.00	$ 699
12	Active Antenna Splitter w/ DC Power Distribution	Sennheiser	EW-D ASA (Q-R-S)	1	$ 679.00	$ 679
13	Passive Directional External Paddle Antenna - UHF (470 - 1075 MHz)	Sennheiser	ADP UHF (470 - 1075 MHZ)	2	$ 379.00	$ 758
14	Hardware	5 Day Productions	Hardware	1	$ 250.00	$ 250
15	Cable Drop - 50Ω Antenna	5 Day Productions	CD_813	2	$ 30.00	$ 60
16	Cable Drop - 12-2 Speaker	5 Day Productions	CD_12-2	4	$ 50.00	$ 200
17	Deduction	5 Day Productions	Deduction	1	$ (500.00)	$ (500

E&S Total
$ 16,712

Comments

This proposal provides for the supply and installation of a sound system for the Royal Park Sports Complex. System is comprised of 4 passive speakers, powered by a single 4 channel amp with DSP. System is controlled by a single line/mic mixer. System is powered on and off via a power sequencer with surge protection and AC noise filtration. Wireless microphone antennas be mounted along side these speakers on the press box to allow for a handheld microphone and a lapel microphone to be used on the field. A single dynamic microphone will be moun on a tabletop microphone stand in the press box for announcer use. All exposed cabling to be weatherproof.

Terms & Conditions

The products and services provided by 5 Day Productions LLC (Seller) to "Buyer" are subject to the following terms and conditions:
All prices are subject to change without notice after 30 days from the above date of this proposal. Payments are to be paid in USD. Payment terms will be noted on the associated invoice upon approval of this proposal. These terms and conditions of sale shall apply whether Buyer accepts these terms and conditions by written acknowledgment, by implication, or by acceptance of this proposal; the products and services listed above.

Customer Print Name:

Customer Signature:

Date:

Freight:	$27
Tax:	$
Total Sale:	$16,98

Attachment: CO #3 IPL- back up (RES-2025-518 : Change Order No. 03-EC & Final – Industrial Power and Lighting Corp.)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30504 **RESOLUTION 2025-519** **ADOPTED**

Expend Funds from the Veterans Memorial Trust Account

Kindly adopt a resolution authorizing the Highway Department to expend funds from the Veteran Memorial Trust Account T4017.4002 in the amount of $1,000 Consistent with Town Board Resolution RES-2011-871 for the Purpose of Making Repairs to the Veterans Memorial.

5/27/2025
Consent

FINANCIAL IMPACT:

Account T4017.4002

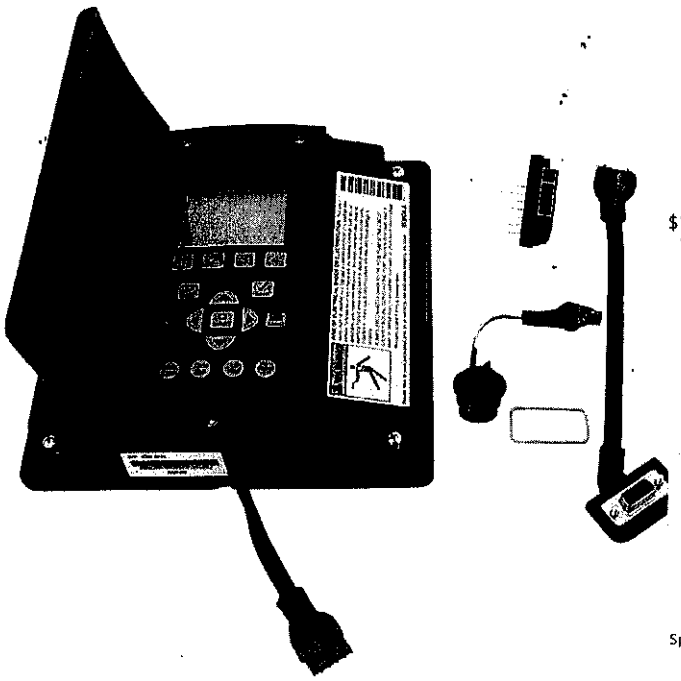
RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Berger, Szukala, Marinucci
ABSENT:	Lavin

Delivering to Buffalo 14221
Update location
All 358527z
EN Hello, sign in Account & Lists Returns & Orders 0

All Amazon Haul Medical Care Saks Best Sellers Amazon Basics New Releases Music Registry Groceries Today's Deals Smart Home

Amazon Home Shop by Room Discover Shop by Style Home Décor Furniture Kitchen & Dining Bed & Bath Garden & Outdoor Home Improvement

Patio, Lawn & Garden › Pools, Hot Tubs & Supplies › Parts & Accessories › Pool & Spa Replacement Parts



Click image to open expanded view

entair 358527Z VS Keypad op Cover Assembly ıtellipro Kit in Black

sit the Pentair Store
) 1 rating

$325.00

cludes $21.03 Amazon discount. Details
t a $80 Amazon Gift Card instantly upon
proval for the Amazon Store Card. No annual fee.

Genuine OEM Pentair Replacement Parts

Report an issue with this product or seller

Sponsored

$325.00

FREE delivery **May 20 - 22** to 14221. Details

Only 17 left in stock - order soon.

Quantity: 1

Add to Cart

Buy Now

Ships from	Homestead Supply & More
Sold by	Homestead Supply & More
Returns	30-day refund/replacement
Payment	Secure transaction

Add a Protection Plan:

- ☐ 2-Year Protection Plan for $30.99
- ☐ 3-Year Protection Plan for $39.99
- ☐ Complete Protect: One plan covers all eligible past and future purchases (Renews Monthly Until Cancelled) for $16.99/month

Add to List

Buy it with

+ MAGIC LUBE +

Total price: $343.94

Add all 3 to Cart

Some of these items ship sooner than the others.
Show details

This item: Pentair 358527Z VS Keypad Top Cover Assembly Intellipr... $325.00

ZAITOE Magic LUBE Teflon Lubricant Swimming Pool O-Ring Gasket LUBE... $9.79 ($1.96/Ounce)

Pool Ruler 350013 Pentair Pump Lid O-Ring 2 Pack + Lubricant - IntelliFlo,... $9.15

Other sellers on Amazon

New (4) from $336.28 & FREE Shipping

Products related to this item

Sponsored

* OK per Lynda Jul - 5/1[illegible] 25

* Not available at: Erb Co Inc or Home[illegible]

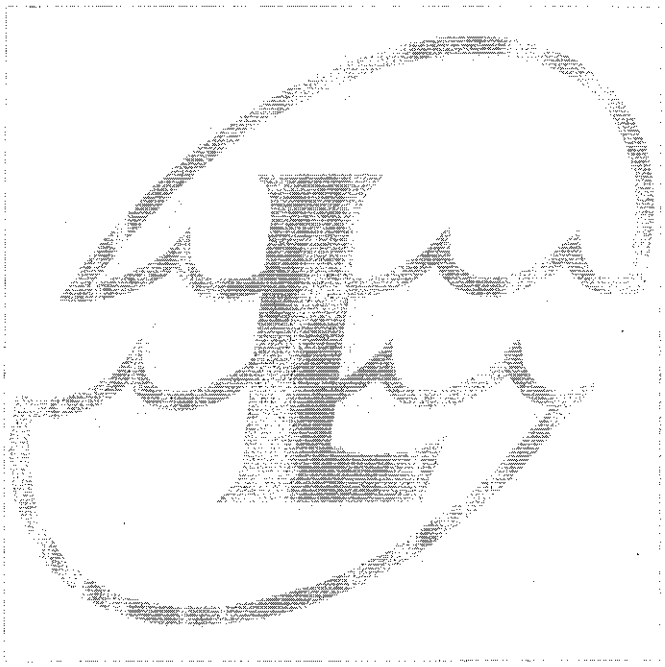
Attachment: Receipts for Veterans Memorial Trust Account Request (RES-2025-519 : Expend Funds from the Veterans Memorial Trust Account)

Track Order | Store Associa

LESLIE'S What are you looking for? 1

PEN KIT KEYPAD TOP CVR ASSY IN

Item No. 903230 | Manufacturer SKU: 358527Z



$599.99

Starting at $55/mo or 0% APR with affirm. Learn more

More Details

How to get it

FREE standard delivery on orders of $75+ for members. Join free or sign in

Ship to Home

Get it by Monday, May 26, 2025 to 14226 Change Zip

Shipping - Free

Buy Online and Pick Up

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Quantity 1

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Reviews

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Attachment: Receipts for Veterans Memorial Trust Account Request (RES-2025-519 : Expend Funds from the Veterans Memorial Trust Account)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30505 **RESOLUTION 2025-520** **ADOPTED**

ECWA Utility Work Permit - 17 Glen Meadow Dr S

Kindly adopt a resolution:

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

Thank you.

5/27/2025
Consent

FINANCIAL IMPACT:

NA

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

UTILITY WORK PERMIT

Permit Issued Under Section 149 of the Highway Laws

The undersigned, the Town Superintendent of Highways, of the town of Amherst

County of Erie, upon the written application of ECWA

dated on the 13 day of May, 2025, and filed with him, as provided by section 149 of the Highways Laws, hereby grants permission to said applicant to Install various residential services

(see attached)

on the highway described as follows: (see attached)

This permit is granted subject to the following conditions:

1. The work authorized by this permit shall be performed in a manner satisfactory to the town superintendent.

2. The applicant is to keep in good repair all pipes, hydrants or appurtenances which may be placed within the bounds of the highway under terms of this permit and is to save the town harmless from all damages which may accrue by reason of their location in the highway and upon notice by the town superintendent agrees to make any repairs required for the protection and preservation of the highway; and further agrees that upon the failure of the applicant to make such repairs they may be made by the town superintendent at the expense of the applicant and such expense shall be a prior lien upon the land benefited by the use of the highway for such pipes, hydrants or appurtenances.

3. If the drainage, sewer or water pipes or appurtenances which are laid under this permit are placed in a town road they shall be so placed as not to interrupt or interfere with public travel upon the highway; and the earth removed must be replaced, and the highway left in all respects in as good condition as before the work was performed.

4. If the work performed is on a road which has been improved by State aid, drainage, sewer or water pipes must be placed at least four (4) feet below and in such a manner as in no way to interfere with the pavement, shoulders or drainage ditches of the highway, and that portion of the trench which passes under the pavement shall be bored or pipe-driven, and in no case shall the pavement be disturbed. Upon completion of the work the highway shall be left in as good condition as before the work was performed and to the satisfaction of the town superintendent.

A–Where it becomes necessary to cut the existing pavement, a pavement cut permit is required, which you will obtain from the Town Clerk. B–The said applicant hereby agrees to hold the Town of Amherst harmless on account of damages of any kind which may arise during the progress of the work authorized by this permit or by reason thereof. C–Applicant certifies all persons concerned with actual work under this permit are duly covered by Workmen's Compensation Insurance and the Town of Amherst shall be held harmless on account thereof.

Policy adopted by the TOWN BOARD OF AMHERST at its regular meeting, on Monday, June 23, 1958; pertaining to procedure to be followed hereafter when it becomes necessary to lay sewer, water, gas mains, including all other utilities, across Town of Amherst improved pavements:

"All utility firms and all others shall be required to bore under an improved pavement, where it becomes necessary to continue laying of its mains, sewers, or conduits across town streets and roads, at any location along said street or road and it shall be prohibited hereafter to make a pavement cut for such purpose as hereinafter above referred to."

Failure to comply with the above requirement will be considered a violation of this and other conditions as set forth in approved permit.

5. It is agreed by the applicant that any injury or disturbance of the paved portion of the highway, its shoulders or drainage ditches which may occur hereafter by reason of the laying of said drainage, sewer or water pipes and their appurtenances shall be repaired by and at the expense of the applicant to the satisfaction of the town superintendent.

6. The said town superintendent may, upon the failure of the applicant to comply with any of the conditions contained herein, revoke this permit and remove any pipes, or hydrants or other appurtenances which may have been placed in the highway under the permit.

7. If the road which this permit is issued is at the time of issuance a town highway, and should it be thereafter improved by State aid as a State or county highway, it is agreed that the applicant shall, before its improvement at the applicant's own expense, remove drainage, sewer or water pipes or appurtenances which may be placed under this permit and will relay the same in conformity with the direction of the engineer in charge of such improvement and in accordance with the rules and regulations prescribed by the State Commission of Highways.

Dated this 13 day of May, 2025

I hereby agree to conform to the conditions in the foregoing permit.

X _____
Town Superintendent

X _____
Town Engineer

X Michael Stoklosa
Applicant

Please return one signed copy to Erie County Water Authority, 3030 Union Rd. Cheektowaga, NY 14227

Attachment: Utility Permit ECWA 17 Glen Meadow Dr S (RES-2025-520 : Highway Work Permit - ECWA - 17 Glen Meadow Dr S)

Permit Under Section 149

Issued _____

To _____

P.O. Address _____

_____

_____

_____

Town Superintendent

Attachment: Utility Permit ECWA 17 Glen Meadow Dr S (RES-2025-520 : Highway Work Permit - ECWA - 17 Glen Meadow Dr S)

Applied for Monday 05/12/25 To Friday 05/16/25

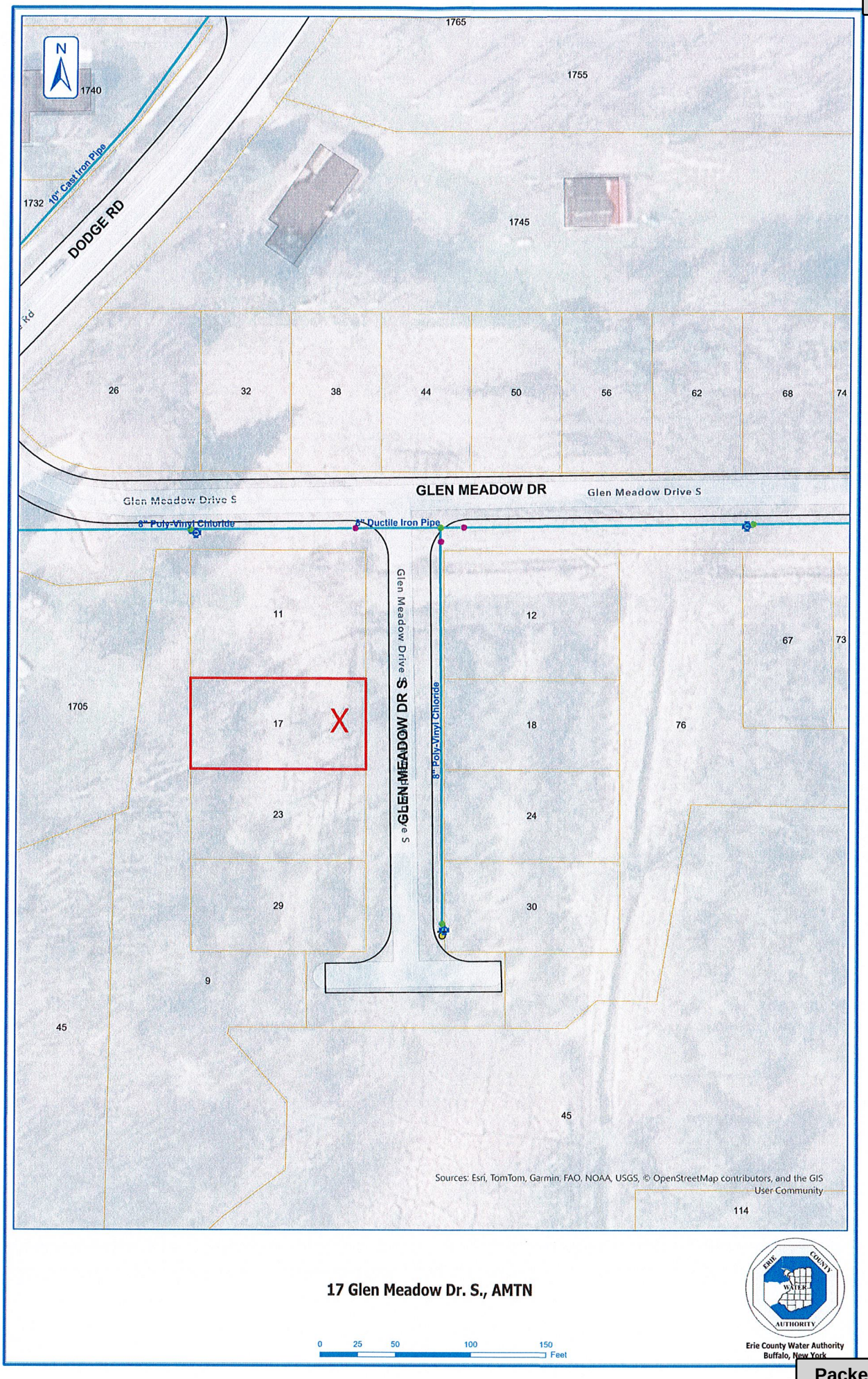
UTITLY WORK PERMIT No. _____

TOWN OF AMHERST
AMHERST HIGHWAY DEPARTMENT
1042 NORTH FRENCH RD., WILLIAMSVILLE, NEW YORK 14221
UTILITY WORK PERMIT FOR ERIE COUNTY WATER AUTHORITY

House Number	Road Name	Between Roads		Size of Service	Main Location	Size of Main	ECWA Service Number
17	Glen Meadow Dr. S.	Dodge Rd.	Glen Meadow Dr.	¾"	Easterly R.O.W.	8"	315914953

C:\Users\adm\Desktop\17 glen meadow table.docx\

Attachment: Utility Permit ECWA 17 Glen Meadow Dr S (RES-2025-520 : Highway Work Permit - ECWA - 17 Glen Meadow Dr S)



17 Glen Meadow Dr. S., AMTN

0 25 50 100 150 Feet

Erie County Water Authority
Buffalo, New York

Attachment: Utility Permit ECWA 17 Glen Meadow Dr S (RES-2025-520 : Highway Work Permit - ECWA - 17 Glen Meadow Dr S)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30507 **RESOLUTION 2025-521** **ADOPTED**

Highway Work Permit – ECWA – 681 Frankhauser Road

Kindly adopt a resolution:

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

Thank you.

5/27/2025
Consent

FINANCIAL IMPACT:

n/a

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

UTILITY WORK PERMIT

Permit Issued Under Section 149 of the Highway Laws

The undersigned, the Town Superintendent of Highways, of the town of Amherst

County of Erie, upon the written application of ECWA

dated on the 5 day of MAY, 2025, and filed with him, as provided by section 149 of the Highways Laws, hereby grants permission to said applicant to Install various residential services (see attached)

on the highway described as follows: (see attached)

This permit is granted subject to the following conditions:

1. The work authorized by this permit shall be performed in a manner satisfactory to the town superintendent.

2. The applicant is to keep in good repair all pipes, hydrants or appurtenances which may be placed within the bounds of the highway under terms of this permit and is to save the town harmless from all damages which may accrue by reason of their location in the highway and upon notice by the town superintendent agrees to make any repairs required for the protection and preservation of the highway; and further agrees that upon the failure of the applicant to make such repairs they may be made by the town superintendent at the expense of the applicant and such expense shall be a prior lien upon the land benefited by the use of the highway for such pipes, hydrants or appurtenances.

3. If the drainage, sewer or water pipes or appurtenances which are laid under this permit are placed in a town road they shall be so placed as not to interrupt or interfere with public travel upon the highway; and the earth removed must be replaced, and the highway left in all respects in as good condition as before the work was performed.

4. If the work performed is on a road which has been improved by State aid, drainage, sewer or water pipes must be placed at least four (4) feet below and in such a manner as in no way to interfere with the pavement, shoulders or drainage ditches of the highway, and that portion of the trench which passes under the pavement shall be bored or pipe-driven, and in no case shall the pavement be disturbed. Upon completion of the work the highway shall be left in as good condition as before the work was performed and to the satisfaction of the town superintendent.

A–Where it becomes necessary to cut the existing pavement, a pavement cut permit is required, which you will obtain from the Town Clerk. B–The said applicant hereby agrees to hold the Town of Amherst harmless on account of damages of any kind which may arise during the progress of the work authorized by this permit or by reason thereof. C–Applicant certifies all persons concerned with actual work under this permit are duly covered by Workmen's Compensation Insurance and the Town of Amherst shall be held harmless on account thereof.

Policy adopted by the TOWN BOARD OF AMHERST at its regular meeting, on Monday, June 23, 1958; pertaining to procedure to be followed hereafter when it becomes necessary to lay sewer, water, gas mains, including all other utilities, across Town of Amherst improved pavements:

"All utility firms and all others shall be required to bore under an improved pavement, where it becomes necessary to continue laying of its mains, sewers, or conduits across town streets and roads, at any location along said street or road and it shall be prohibited hereafter to make a pavement cut for such purpose as hereinafter above referred to."

Failure to comply with the above requirement will be considered a violation of this and other conditions as set forth in approved permit.

5. It is agreed by the applicant that any injury or disturbance of the paved portion of the highway, its shoulders or drainage ditches which may occur hereafter by reason of the laying of said drainage, sewer or water pipes and their appurtenances shall be repaired by and at the expense of the applicant to the satisfaction of the town superintendent.

6. The said town superintendent may, upon the failure of the applicant to comply with any of the conditions contained herein, revoke this permit and remove any pipes, or hydrants or other appurtenances which may have been placed in the highway under the permit.

7. If the road which this permit is issued is at the time of issuance a town highway, and should it be thereafter improved by State aid as a State or county highway, it is agreed that the applicant shall, before its improvement at the applicant's own expense, remove drainage, sewer or water pipes or appurtenances which may be placed under this permit and will relay the same in conformity with the direction of the engineer in charge of such improvement and in accordance with the rules and regulations prescribed by the State Commission of Highways.

Dated this 12 day of May, 2025

I hereby agree to conform to the conditions in the foregoing permit.

X _____
Town Superintendent

X _____
Town Engineer

X Michael Stoklosa
Applicant

Please return one signed copy to Erie County Water Authority, 3030 Union Rd. Cheektowaga, NY 14227

Attachment: ECWA Utility Work Permit 681 Frankhauser Rd (RES-2025-521 : Highway Work Permit – ECWA – 681 Frankhauser Road)

Permit Under Section 149

Issued _____

To _____

P.O. Address _____

_____

_____

Town Superintendent

Attachment: ECWA Utility Work Permit 681 Frankhauser Rd (RES-2025-521 : Highway Work Permit – ECWA – 681 Frankhauser Road)

Applied for Monday 5/12/2025 To Friday 5/16/2025

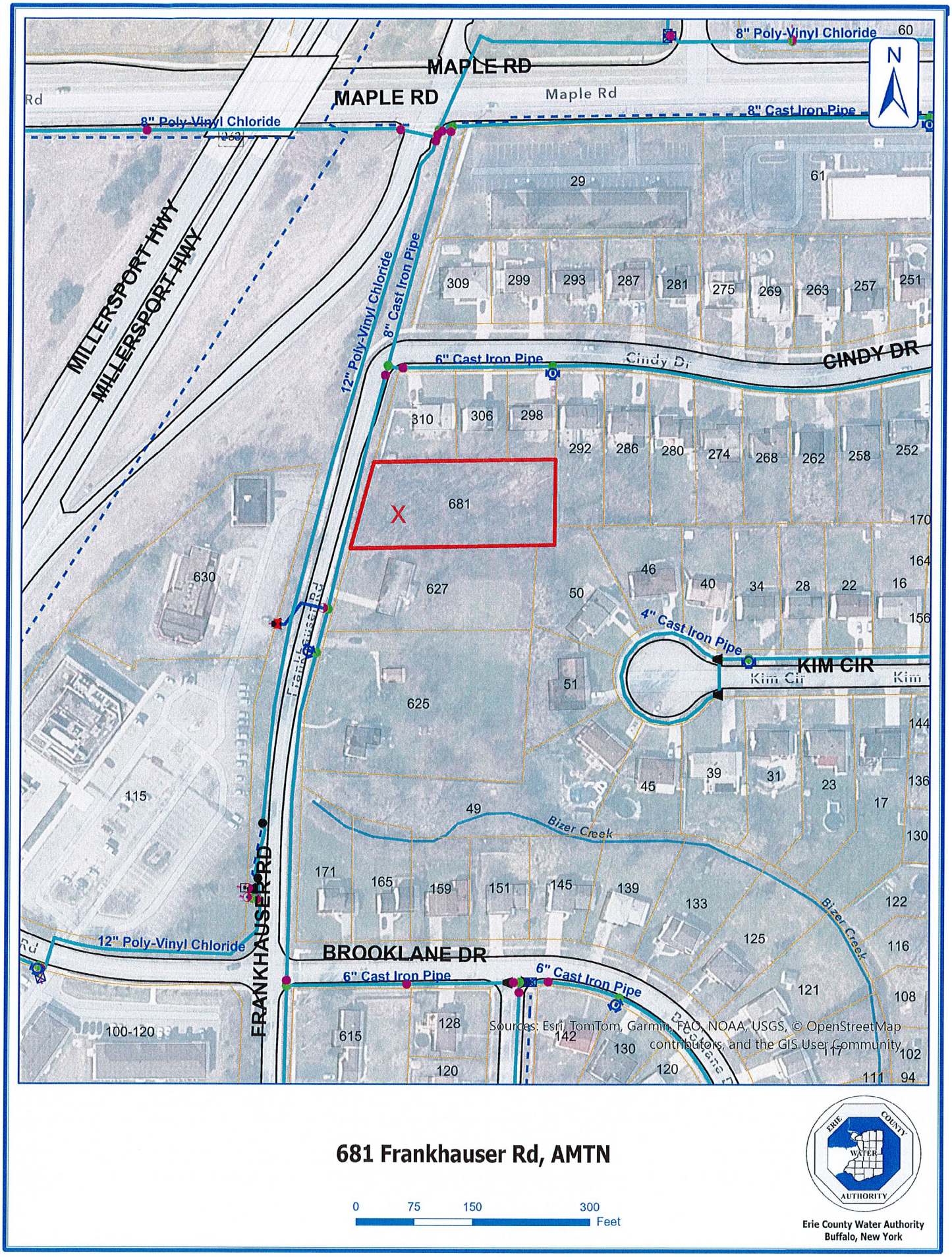
UTITLY WORK PERMIT No. _____

TOWN OF AMHERST
AMHERST HIGHWAY DEPARTMENT
1042 NORTH FRENCH RD., WILLIAMSVILLE, NEW YORK 14221
UTILITY WORK PERMIT FOR ERIE COUNTY WATER AUTHORITY

House Number	Road Name	Between Roads		Size of Service	Main Location	Size of Main	ECWA Service Number
681	Frankhauser Rd	Cindy Dr	Flint Rd	3/4	East Side	8"	315914952

C:\Users\jjh1\Desktop\Highway Permits\001 AMTN TABLE.docx\

Attachment: ECWA Utility Work Permit 681 Frankhauser Rd (RES-2025-521 : Highway Work Permit – ECWA – 681 Frankhauser Road)



681 Frankhauser Rd, AMTN

0 75 150 300 Feet

Erie County Water Authority
Buffalo, New York

Attachment: ECWA Utility Work Permit 681 Frankhauser Rd (RES-2025-521 : Highway Work Permit – ECWA – 681 Frankhauser Road)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30461 **RESOLUTION 2025-522** **ADOPTED**

Clerk - PT/Planning Department

Please appoint a Clerk - PT to the Planning Department. Effective May 28, 2025, Temporary, $44.80 ph for Jeffrey Klein.

5/27/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 30488 **RESOLUTION 2025-523** **ADOPTED**

Microsoft 365 Program Signature Form CRS #5557

TO: **Town Board**

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

DATE: **May 20th, 2025**

RE: **Microsoft 365 Program Signature Form**

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

Thank you.

5/27/2025
Consent

FINANCIAL IMPACT:

0

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

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	U6885701
Agreement number	9060253

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	CTM(X20-10635)
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	3017201.008_PSF
Discount Transparency Disclosure Form	3017201.008_DTDF
Sub250 Form	W29

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Town of Amherst, New York
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Attachment: MS Signature Page & Discount Transparency Disclosure Form (250515) (RES-2025-523 : Microsoft 365 Program Signature Form

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Attachment: MS Signature Page & Discount Transparency Disclosure Form (250515) (RES-2025-523 : Microsoft 365 Program Signature Form

Microsoft Volume Licensing

Enterprise
Sub 250 Program
Amendment ID W29

<choose> Number

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. *On the first page of the Enrollment, the following is added after the second paragraph:*

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. *Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:*

a. Minimum Order Requirements. Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) Initial Order. Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) If choosing Enterprise Products. If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) Country of Usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

(v) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. *Software Assurance renewal.*

Attachment: MS Signature Page & Discount Transparency Disclosure Form (250515) (RES-2025-523 : Microsoft 365 Program Signature Form

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☐

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise		

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Attachment: MS Signature Page & Discount Transparency Disclosure Form (250515) (RES-2025-523 : Microsoft 365 Program Signature Form

Microsoft Volume Licensing

Custom Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	
Previous Enrollment number *(Reseller to complete)*	
Framework ID *(if applicable)*	NYSOGS-001

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment is governed by the Microsoft Business Terms (MBT), the Microsoft Enterprise Agreement and the terms and conditions therein. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement and the MBT.

If there is a capitalized term in this Enrollment that is not defined elsewhere in the associated Microsoft Business Terms Agreement (MBT) and there is a definition of the capitalized term at the following link, the definition at the link will apply: http://www.microsoft.com/licensing/contracts. In the event there is language in the definition at the link which conflicts with OGS Contract No. PM69723, the language of OGS Contract No. PM69723 will control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the MBT. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

Attachment: MS Signature Page & Discount Transparency Disclosure Form (250515) (RES-2025-523 : Microsoft 365 Program Signature Form

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" will have the same meaning as "US Government Entity" as defined in the Contract PM69723; federal, state, municipal entity or tribal government located in the United States.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

Attachment: MS Signature Page & Discount Transparency Disclosure Form (250515) (RES-2025-523 : Microsoft 365 Program Signature Form

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must utilize the awarded Reseller of the Microsoft Aggregate Agreement to place orders pursuant to the Microsoft Aggregate Agreement. Enrolled Affiliate will acquire its Licenses by submitting Orders to the awarded Reseller who will transmit the order to Microsoft. The price and payment terms for all Orders will be as set forth in the current Aggregate Agreement and this Enrollment, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

(i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional

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Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

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i. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the MBT.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by the awarded Reseller of the Microsoft Aggregate Agreement, as set forth in the Aggregate Agreement pricing. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, as long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party

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may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination" section of the Enterprise Program Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Termination" Section of the Enterprise Program Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

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Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Town of Amherst, New York
Contact name* First David **Last** Willer
Contact email address* itservices@amherst.ny.us
Street address* 5583 Main Street

City* Williamsville
State* NY
Postal code* 14221-5488
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* US
Phone* 716-631-7059
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Michael **Last** Peller
Contact email address* itservices@amherst.ny.us
Street address* 5583 Main Street
City* Williamsville
State* NY
Postal code* 14221-5488
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* US
Phone* 716-631-7062
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Timothy **Last** Ray
Contact email address* itservices@amherst.ny.us
Phone* 716-631-7191
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave.
City* Somerset
State* NJ
Postal code* 08873
Country* US
Contact name* Kai Williams
Phone* 888-764-8888
Contact email address* msteam@shi.com
** indicates required fields*

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By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*
Printed title* Contract Specialist
Date*

** indicates required fields*

Changing a Reseller. This section is intentionally omitted and is included in Section 1.4 of the associated MBT.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

4. *Data Categorization for Lot 3 Cloud.*

The requirement for Data Categorization is described in the Manufacturers Umbrella Contract at Section 2.1.3 Lot 3 Cloud. Pursuant to Section 63B of Appendix B Limitation of Liability for Lot 3 - Cloud, Microsoft's maximum aggregate liability is determined in part by the categorization of the Customer Data to be stored in the Microsoft Cloud: Low Risk, Moderate Risk or High Risk. Select the Data Categorization of Customer Data. This selection will apply for the term of this Enrollment.

Low Risk Data: ☐
Moderate Risk Data: ☐
High Risk Data: ☒

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Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date:	5/10/2025
Program:	Enterprise 6
Enrollment Number:	New
Quote Number:	3017201.008
Reseller Name:	SHI International Corp.
Reseller Address:	290 Davidson Ave Somerset, New Jersey, US, 08873-4145

Discount Details

For this enrollment, Microsoft provided the Customer's Partner a discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed on this form is the maximum price the Partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the discount does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner. Note that the MRP listed on this form does not include fees for non-Microsoft products, partner services or normal transaction costs. Normal transaction costs include taxes or other fees assessed by a local or federal government.

For Ordered Products

Currency	Maximum Resale Price
US Dollar	19,296.00

In this form, the following definitions apply:
"Customer" means the entity that may enter or has entered into a Contract with the Partner.
"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.
"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.
"Maximum Resale Price" means the sum of the Estimated Resale Price for the Microsoft Products ordered under the Customer Contract minus the discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.
"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner:	SHI International Corp.
Customer:	Town of Amherst, New York
Signature of Customer's authorized representative:	
Printed name:	
Printed title:	
Date:	

SECTION 1 - Monthly Subscriptions

Ordered Product Pricing & Usage Year 1

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
CCAL Bridge O365 Sub Per User	AAA-12414	Adjustable	5/10/2025	Monthly	12	2.00	25	United States	600.00
O365 G1 GCC Sub Per User	U4S-00002	Adjustable	5/10/2025	Monthly	12	10.65	10	United States	1,278.00
O365 G3 GCC Sub Per User	AAA-11894	Adjustable	5/10/2025	Monthly	12	25.30	15	United States	4,554.00
Additional Products									
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	5/10/2025	Monthly	12	0.00	25	United States	0.00
Total Year 1 Maximum Price Monthly Subscriptions									6,432.00

Ordered Product Pricing & Usage Year 2

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
CCAL Bridge O365 Sub Per User	AAA-12414	Adjustable	-	Monthly	12	2.00	25	United States	600.00
O365 G1 GCC Sub Per User	U4S-00002	Adjustable	-	Monthly	12	10.65	10	United States	1,278.00
O365 G3 GCC Sub Per User	AAA-11894	Adjustable	-	Monthly	12	25.30	15	United States	4,554.00
Additional Products									
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	-	Monthly	12	0.00	25	United States	0.00
Total Year 2 Maximum Price Monthly Subscriptions									6,432.00

Ordered Product Pricing & Usage Year 3

Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
CCAL Bridge O365 Sub Per User	AAA-12414	Adjustable	-	Monthly	12	2.00	25	United States	600.00
O365 G1 GCC Sub Per User	U4S-00002	Adjustable	-	Monthly	12	10.65	10	United States	1,278.00
O365 G3 GCC Sub Per User	AAA-11894	Adjustable	-	Monthly	12	25.30	15	United States	4,554.00
Additional Products									
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	Adjustable	-	Monthly	12	0.00	25	United States	0.00
Total Year 3 Maximum Price Monthly Subscriptions									6,432.00

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Future Pricing		
Enterprise Products		
Product Description	**Part Number**	**Pricing Information**
Online Services - Enterprise Products		**Max Price (USD)/ Month**
CCAL Bridge O365 Sub Per User	AAA-12414	2.00
Enterprise Online Services		
Product Description	**Part Number**	**Max Price(USD) / Month**
Future Monthly - Enterprise Online Services		
O365 G1 GCC Sub Per User	U4S-00002	10.65
O365 G3 GCC Sub Per User	AAA-11894	25.30
Additional Online Products		
Product Description	**Part Number**	**Pricing Information**
Online Services		**Max Price (USD)/ Month**
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	0.00

Attachment: MS Signature Page & Discount Transparency Disclosure Form (250515) (RES-2025-523 : Microsoft 365 Program Signature Form

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30477 **RESOLUTION 2025-524** **ADOPTED**

To Authorize the Planning Department to Expend Funds from the Trust Account for the Veterans Memorial Consistent with Town Board Resolution RES-2011-871 for the Purpose of Engraving the Names of Veterans on the Veterans Memorial

WHEREAS, the Town of Amherst Town Board established the Town of Amherst Veterans Memorial in 2011, and

WHEREAS, the names of Veterans are engraved on the Memorial at the request of veterans or their families, and a fee of $200 is charged per name that includes $146 for engraving with the remaining amount deposited into a Trust Account for repairs and maintenance, and

WHEREAS, currently the Town of Amherst has received 26 applications for names to be added to the Memorial this year, and

WHEREAS, the Town of Amherst has Leon Komm and Sons under contract to engrave the names of the Veterans and complete stone and masonry service maintenance at $146 per hour in 2025, now

THEREFORE, BE IT RESOLVED, that the Amherst Town Board hereby authorizes the Planning Department not to exceed $10,000.00 for the current fiscal year from the Veterans Memorial Trust Account T-4017-4002 for the purpose of engraving veterans names on the Amherst Veterans Memorial.

5/27/2025
Consent

FINANCIAL IMPACT:

The proposed expenditures will have no fiscal impact to the Town as the funds have or will have been deposited into Trust Account T-4017-4002 prior to the engraving. Each name will cost no more than $146.00 to engrave in 2025 and the cost for repairs is $146 per hour as per the contract with Leon Komm and Sons (CRS #2592 / RES 2021-0458). The expenditures should not exceed $10,000 for the current fiscal year.

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30496 **RESOLUTION 2025-525** **ADOPTED**

Sidewalk Waiver Request, SWW-2025-01, 789 Tonawanda Creek Road

Sidewalk Waiver Request – SWW-2025-01. Property Located at 789 Tonawanda Creek Road (SBL# 14.00-2-12.2). Ronald and Kristine Reed, Petitioner.

5/27/2025
Consent

FINANCIAL IMPACT:

None

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

Amherst
Town of Amherst Planning Department
Erie County, New York

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

Town Board Agenda of May 27, 2025

MEMORANDUM May 21, 2025

TO: Fran Spoth, Town Clerk
Honorable Town Board

FROM: Daniel C. Howard, AICP, Planning Director DCH

SUBJECT: SIDEWALK WAIVER REQUEST – **SWW-2025-01**
Property Located at **789 Tonawanda Creek Road** (SBL# 14.00-2-12.2).
Ronald and Kristine Reed, Petitioner.

The subject request has been reviewed by the Planning, Building and Engineering Departments and **will be placed on the May 27, 2025 Town Board agenda under the Planning Director's report** for decision by the Board. Attached find the reviews from the departments which give their recommendations.

Should you have any questions please contact this office at (716) 631-7051.

Thank you.

DH/JQ/ac
Att.
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2025\SWW-2025-01_(789_Tonawanda_Creek_Rd)_2025\SWW-2025-01_TB Agenda_052725.doc
cc: Daniel J. Ulatowski, Assistant Planning Director
Town Attorney
Building Department
Chris Schregel, Engineering Department

Attachment: SWW-2025-01 TB packet 052725 (RES-2025-525 : Sidewalk Waiver Request, SWW-2025-01, 789 Tonawanda Creek Road)

Amherst

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

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

MEMORANDUM May 21, 2025

TO: Daniel C. Howard, AICP, Planning Director

FROM: Planning Department, Scott A. Marshall, Principal Planner

SUBJECT: Sidewalk Waiver Request; **SWW-2025-01**, property located at **789 Tonawanda Creek Road** (SBL # 14.00-2-12.2). Ronald and Kristine Reed, petitioner.

The subject property is located on the south side of Tonawanda Creek Road, 320± feet west of the intersection of Tonawanda Creek Road and Sweet Home Road. This interior parcel has 188.2± feet of frontage on Tonawanda Creek Road on both the south and north sides of the street. Tonawanda Creek Road is a County Road designated as a minor arterial on Figure 9 of the Town of Amherst Comprehensive Plan.

The area is residential in character, comprised of single-family homes consistent with the Town of Amherst Comprehensive Plan, which calls for single-family residential throughout that area. There are deep single-family lots along Tonawanda Creek Road. The Sweet Home Vista subdivision is located to the east on Sweet Home Road and Fairgreen Acres is located to the west on Tonawanda Creek Road.

The petitioner is requesting that the portions of sidewalk along the north and south side frontage of 789 Tonawanda Creek Road be waived, as the petitioner claims that there are no sidewalks on the north or south sides of Tonawanda Creek Road. Upon field inspection by staff, there are no sidewalks on either side of Tonawanda Creek Road. However, an off-road portion of the Erie Canal Trail begins 480± feet east on the north side of Tonawanda Creek Road.

Upon field inspection by staff, this statement is true and there are currently no sidewalks on the north and south side of Tonawanda Creek Road. It is the staff's recommendation that sidewalks cannot be accommodated within the Tonawanda Creek Road right-of-way and that the subject request be approved.

SM/JQ/ac
Att:
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2025\SWW-2025-01_(789_Tonawanda_Creek_Rd)_2025\SWW-2025-01_PD Review_052125.doc
cc: Daniel Ulatowski, Zoning Enforcement Officer
Martin A. Polowy, Town Attorney
Mark S. Berke, Commissioner of Building
Chris Schregel, Engineering Services
Ronald and Kristine Reed

Attachment: SWW-2025-01 TB packet 052725 (RES-2025-525 : Sidewalk Waiver Request, SWW-2025-01, 789 Tonawanda Creek Road)

TOWN OF AMHERST ENGINEERING DEPARTMENT
ENGINEERING SERVICES DIVISION
BRIAN J. ARMSTRONG – DIRECTOR OF ENGINEERING SERVICES

Memorandum

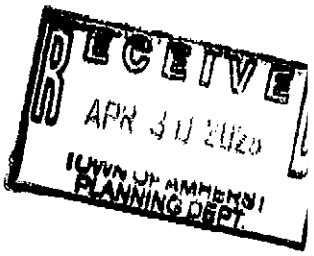
April 29, 2025

TO: Daniel C. Howard, AICP, Planning Director

FROM: Christopher P. Schregel – Project Manager

SUBJECT: Sidewalk Waiver Request – SWW-2025-01
Petitioner: Ronald and Kristine Reed

LOCATION: 789 Tonawanda Creek Road



X **SIDEWALK WAIVER IS**

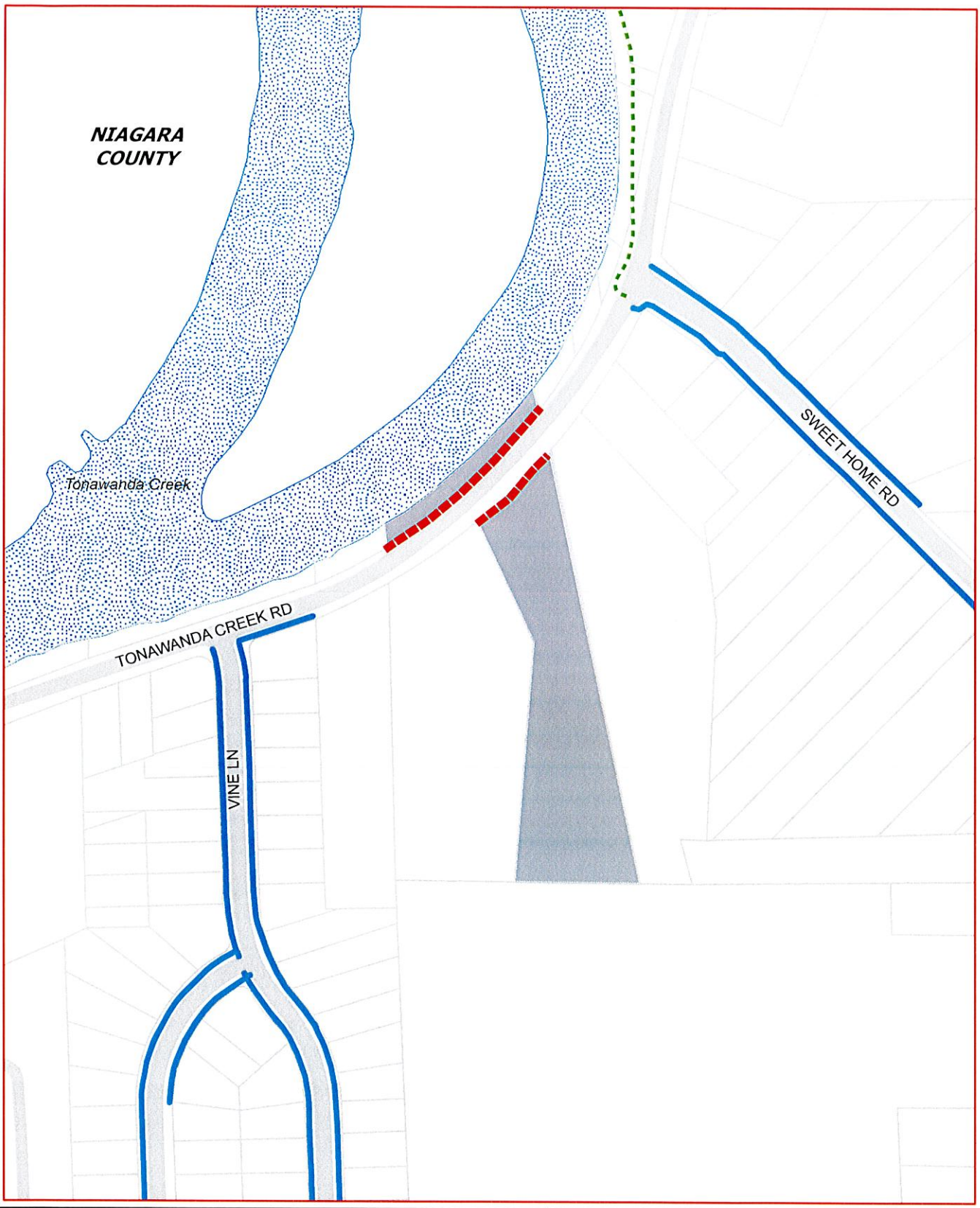
X **GRANTED**

Recommendation:
The Engineering Department recommends that this sidewalk waiver request be granted.

Reason:
Insufficient right-of-way available given the presence of mature trees and utility pole / guy wire where a sidewalk would be installed.

CPS/ch
Cc: Oasis Homes of WNY LLC, 8442 Hidden Oaks Drive, E. Amherst, NY 14051

Attachment: SWW-2025-01 TB packet 052725 (RES-2025-525 : Sidewalk Waiver Request, SWW-2025-01, 789 Tonawanda Creek Road)



SWW-2025-01

Request to Waive Required Sidewalk
Property Loacted at 789 Tonawanda Creek Rd

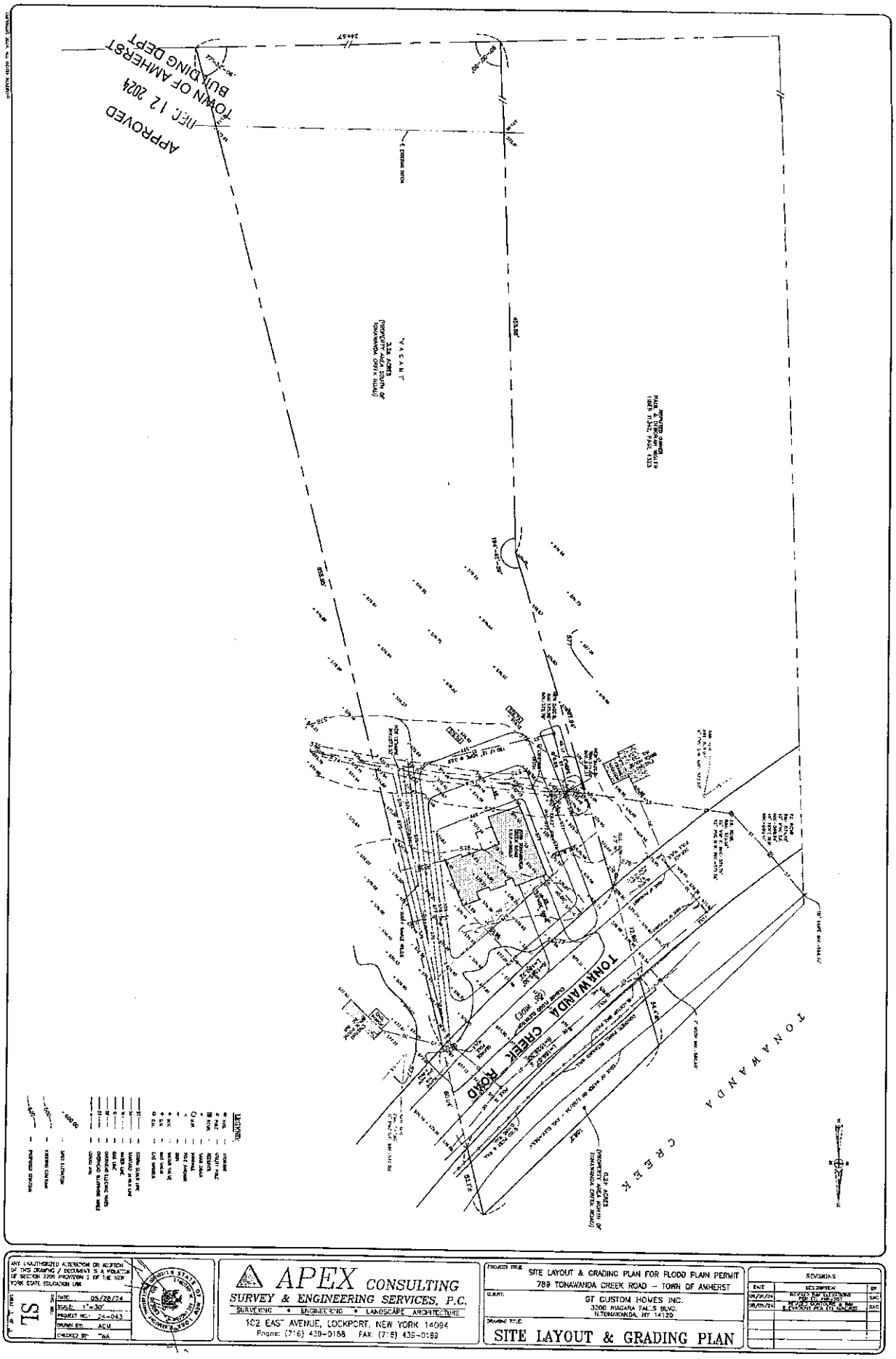
Ronald J Reed, Petitioner

April 2025

789 Tonawanda Creek Road
Existing Public Sidewalk
Requested Sidewalk Waiver Location
Existing Bikepath

Prepared by the Town of Amherst Planning Department

Attachment: SWW-2025-01 TB packet 052725 (RES-2025-525 : Sidewalk Waiver Request, SWW-2025-01, 789 Tonawanda Creek Road)



Attachment: SWW-2025-01 TB packet 052725 (RES-2025-525 : Sidewalk Waiver Request, SWW-2025-01, 789 Tonawanda Creek Road)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30467 **RESOLUTION 2025-526** **ADOPTED**

Amherst Central School District (CRS #5541) Student Resource Officer Program

TOWN BOARD AGENDA ITEM : MAY 27, 2025

TO: **Town Board**

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

RE: **Amherst Central School District (CRS #5541)**
Student Resource Officer Program

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Amherst Central School District with regard to the above-entitled matter. This agreement will run from July 1, 2025 through June 30, 2026. This agreement has successfully completed the Contract Routing process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 27, 2025)**

5/27/2025
Consent

FINANCIAL IMPACT:

A 3121 .02260: Revenue: $103,500.00

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

AGREEMENT
BY AND BETWEEN
TOWN OF AMHERST, NEW YORK
AND
AMHERST CENTRAL SCHOOL DISTRICT
FOR SCHOOL DISTRICT RESOURCE OFFICER PROGRAM

THIS AGREEMENT made _____, 2025, by and between the TOWN OF AMHERST, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, having its offices located at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as the "Town") and the AMHERST CENTRAL SCHOOL DISTRICT, an educational corporation organized and existing under the laws of the State of New York, having its principal offices located at 55 Kings Highway, Amherst, New York 14226 (hereinafter referred to as the "School District").

WITNESSETH:

WHEREAS, the School District is desirous of obtaining the services of one (1) full-time School Resource Officer (hereinafter referred to as an "SRO") for the purposes and to provide the services set forth herein; and

WHEREAS, the Town, through its Police Department (hereinafter referred to as the "Police Department") is desirous of providing law enforcement and related services to the School District through providing to the School District an SRO under the terms and conditions set forth herein; and

WHEREAS, the School District and the Town recognize the potential outstanding benefits of providing an SRO to the School District to both the residents of the Town of Amherst, the School District and the students of the School District; and

WHEREAS, it is in the best interests of the School District and the Town to provide for the provision of an SRO by the Town, through its Police Department, to the School District.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth hereinbelow, it is hereby agreed between the Town, the Police Department, and the School District as follows:

1. General Purposes, Project Goals, Project Objectives and Performance Indicators.

It is the intent and provision of this Agreement to provide to the School District the services of an SRO from the Police Department to provide those services listed under the job description contained in Exhibit "A" annexed hereto (entitled the "SRO Placement Plan"), with the project goals and project objectives as set forth in Exhibit "A" which can be measured by the performance indicators set forth in Exhibit "A" and evaluated as set forth

Attachment: 2026AmherstSROContract (RES-2025-526 : SRO Contract: Amherst Central School District (CRS# 5541))

in the evaluation plan as set forth in Exhibit "A", all as may also be otherwise set forth in the text of this Agreement.

2. Term of Agreement

The term of this Agreement shall be for the period commencing on July 1, 2025 and culminating on June 30, 2026.

3. Renewal of Agreement

Both parties shall notify the other party of their desire to renew the Agreement by written notice at least thirty (30) calendar days prior to the expiration of the term as set forth in Paragraph 2 above. Upon receipt and written acknowledgment of such notice this Agreement shall renew for successive terms of one (1) year until such time as the Agreement is not renewed by failure to notify in writing of desire to renew as stated above or by notice of termination of this Agreement as set forth in Paragraph 4 and Paragraph 5(b)(iv) of this Agreement.

4. Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) calendar days written notice to the other party.

5. Assignment of School Resource Officer

The Chief of Police of the Police Department may assign a regularly employed police officer as the SRO to the School District pursuant to this Agreement as follows:

a. The SRO shall be nominated by the Chief of Police of the Police Department to the School District and, upon the concurrence of the Superintendent of Schools (the "Superintendent") of the School District to that nomination, the SRO shall be assigned as the SRO for the School District.

b. The SRO assigned to the School District must meet the following requirements:

i. The SRO must be a volunteer for the position as SRO.

ii. The person nominated to be SRO must be a full-time certified and sworn police officer with a minimum of three (3) years of law enforcement experience.

iii. The person nominated to be SRO must have had or must acquire specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (e.g. D.A.R.E). Sufficiency of such experience shall be based upon the joint

Attachment: 2026AmherstSROContract (RES-2025-526 : SRO Contract: Amherst Central School District (CRS# 5541))

concurrence of the Chief of Police of the Police Department and the Superintendent. The SRO may be re-assigned by the Chief of Police of the Police Department (or his designee) during periods of police emergency, situations which may require augmentation of the police force, or situations which may arise which may require the SRO to act as an officer of the law which may or may not be within the School District. Other times of reassignment may include, but are not limited to, training as required by the Police Department or federal and/or state law, court appearances as required by law, or time off as permitted by the collective bargaining agreement. The SRO will give consideration to the school calendar and use discretion when taking his/her discretionary time off.

iv. In the event the Police Department cannot provide an SRO, or a suitable replacement, for thirty (30) continuous days, the District has the option to terminate this Agreement immediately.

6. Dismissal of School Resource Officer: Replacement

a. In the event the Superintendent determines, in the sole discretion of the Superintendent, that the SRO is not effectively performing his or her duties and responsibilities, the Superintendent shall advise the Chief of Police of the Police Department.

b. The Chief of Police of the Police Department may dismiss or re-assign the SRO based upon Police Department rules, regulations and/or general orders consistent with the collective bargaining agreement. In such an event, a new SRO may be designated in accordance with the procedure outlined as in Paragraph 5 above.

7. Duties of the School Resource Officer

a. The duties of the SRO will include but not be limited to those duties set forth in the SRO Placement Plan annexed hereto as Exhibit "A" as part of the job description or performance indicators.

b. Consistent with the New York State Education Law and the School District's Code of Conduct, school disciplinary functions, including but not limited to all decisions and determinations regarding student discipline, are delegated to School District administrators. SRO(s) shall engage in separate and distinct work functions such as investigatory and security-based tasks, with the primary objective of securing the safety and well being of School District personnel, students, families, and visitors. SRO(s) shall not take part in the determination, issuance, or implementation of student discipline.

8. Duties of the School District

The School District shall provide the following materials and facilities which are deemed necessary for the performance of the SRO's duties:

Attachment: 2026AmherstSROContract (RES-2025-526 : SRO Contract: Amherst Central School District (CRS# 5541))

a. A properly lighted private office which shall contain a telephone and shall be appropriate for private conversations between juveniles and the SRO.

b. A location for files and records which should be properly locked and secured.

c. Access to a computer and/or secretarial assistance, and access to a fax machine.

9. Hours of Duty of SRO

a. The Chief of Police of the Police Department shall arrange for the SRO to work a full day (8.25 hours) on each day when school is in session in the School District, except for the provisions set forth in Section 5.b.iii.

b. Additionally, upon the concurrence of the Superintendent and the Police Department, the SRO may be requested to attend extracurricular events. In the event school is scheduled for only part of a school day, the SRO shall work as SRO for the portion of the work day when school is in session and may otherwise perform such other duties as may be assigned to him within the Police Department.

10. Payment by School District to Town for SRO's Services

a. For the services of the SRO, the School District shall pay the Town the sum of $10,350 per month during the regular school year, September through June.

b. The Town Supervisor, or his/her designee, shall notify the School District in writing by March 1st of the preceding school year of any change in the rate charged by the Town to the School District for the services of the SRO for the following school year.

c. The funds paid by the School District to the Police Department shall remain within the budget of the Police Department to partially cover the cost of the SRO's salary, fringe benefits, overtime and other costs related to the SRO program.

d. Both the School District and the Police Department shall establish procedures to track the hours and/or full days for which the Police Department provides the services of the SRO to the School District.

e. The Town shall invoice the School District every month for the services of the SRO. Upon verification of such invoices, the School District shall pay the same within thirty (30) days receipt of each invoice.

f. The School District may require the SRO to conform to a means of verifying the SRO's hours of work in the capacity of SRO, including sign in/sign out sheet and/or time card or such other means as are deemed appropriate and effective.

11. Employment Status of SRO

The SRO shall remain at all times an employee of the Police Department and shall not be for any purpose an employee of the School District. The School District and the

Attachment: 2026AmherstSROContract (RES-2025-526 : SRO Contract: Amherst Central School District (CRS# 5541))

Town acknowledge that the SRO shall remain responsive to the chain of command within the Police Department.

12. Grant Funding

The School District may receive local, state and/or federal grants to cover all or part of the costs to be paid to the Police Department for the services of the SRO. The parties agree that they will administer the SRO program at all times to be consistent with the requirements of any such grant. In the event of an inconsistency between this Agreement and the requirements of any such grant, the provisions of such grant shall control, provided that nothing in any such grant shall require an adjustment to the rate of pay by the School District to the Police Department for the services of the SRO, or violate any terms of the Police Department chain of command, rules, regulations, general orders consistent with the collective bargaining agreement.

13. Good Faith

The School District, the Town, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by discussion between the Superintendent and the Chief of Police of the Police Department or their designees.

14. Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, or by express courier service and addressed as follows:

If to the School District:
Superintendent of Schools
Amherst Central School District
55 Kings Highway
Amherst, New York 14226

If to the Police Department:
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, New York 14228

If to the Town:
Town Supervisor
Amherst Town Hall
5583 Main Street
Williamsville, New York 14221

In addition, correspondence will also be sent via email to the particular receiving party as named above.

Attachment: 2026AmherstSROContract (RES-2025-526 : SRO Contract: Amherst Central School District (CRS# 5541))

15. Modification

This Agreement constitutes the full understanding of the parties and not terms, conditions or understandings or agreements purporting to modify or vary the terms of this Agreement shall be binding unless made in writing and signed by the duly authorized representatives of the parties.

16. Non-Assignment

Neither the School District nor the Town or Police Department shall assign, transfer, sublet or otherwise dispose of this Agreement or its right, title or interest in this Agreement or its power to execute the same or to any other person or corporation without the previous consent in writing of the governing bodies of both the School District and the Town. Any assignment of this Agreement not complying with the foregoing shall be null and void and of no force and effect whatsoever.

17. Severability

In the event any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

18. Agreement Interest

No officer or employee of the Town, who is authorized in such capacity on behalf of the Town to negotiate, make, accept or approve or to take part in negotiating, making, accepting or approving this Agreement, shall be, directly or indirectly, interested personally in this Agreement, or in any part hereof. No officer or employee of the Town who is authorized in such capacity on behalf of the Town to exercise any supervisory or administrative function in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof.

19. Hold Harmless

To the fullest extent provided by law, the parties agree to indemnify, hold harmless and defend one another, their agents, employees or any other persons authorized to act for them hereunder against loss or expense, including attorney's fees, by reason a a liability imposed by law upon a party, for damages because of or to persons or to property arising out of or in consequence of the performance of this Agreement resulting from that party's negligence, error, omission, or conduct.

Attachment: 2026AmherstSROContract (RES-2025-526 : SRO Contract: Amherst Central School District (CRS# 5541))

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers the day and year first written above.

TOWN OF AMHERST, NEW YORK

By: _____ _____
Brian J. Kulpa, Supervisor Date

TOWN OF AMHERST, NEW YORK,
POLICE DEPARTMENT

By: _____ 4/11/2025
Scott P. Chamberlin, Chief of Police Date

AMHERST CENTRAL SCHOOL DISTRICT

By: _____ 4/9/25
Anthony Panella, Superintendent Date

Attachment: 2026AmherstSROContract (RES-2025-526 : SRO Contract: Amherst Central School District (CRS# 5541))

EXHIBIT "A"

SCHOOL RESOURCE OFFICER PLACEMENT PLAN

Amherst Police Department &
Amherst Central School District

Introduction

With more attention being paid to the safety of students while they are at school, many communities are considering strategies which are intended to make schools safer environments. Although statistics on school crime and violence convey that such crime and violence are not necessarily occurring in greater numbers, there is, at a minimum, anecdotal evidence which suggests that the types of incidents which are taking place on school property may be more severe in nature and may be having marked negative impact on the educational processes for which schools are responsible. Additionally, media coverage of tragic school shootings and other violence which occurred during the past decade has motivated many communities to act.

One of the ways communities are taking action is by making decisions that law enforcement officers need to be assigned to provide coverage to schools so that safety, security, and order can be maintained. The underlying rationale which is being employed by communities is that a given school's crime and violence problems are not exclusively that school's problems, but are reflective of community problems. Such a rationale leads to consideration of community approaches. Hence, in many communities the "School Resource Officer" (SRO) approach is being considered.

The U.S. Departments of Education, Health and Human Services, and Justice provide a definition for "School Resource Officer":

> *A career law enforcement officer, with sworn authority, deployed in community oriented policing, and assigned by the employing police department or agency to work in collaboration with schools and community-based organizations to: (a) address crime and disorder problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school; (b) develop or expand crime prevention efforts for students; (c) education likely school-age victims in crime prevention and safety; (d) develop or expand community justice initiatives for students; (e) train students in conflict resolution, restorative justice, and crime awareness; (f) assist in the identification of physical changes in the environment that may reduce crime in or around the school; and (g) assist in developing school policy that addresses crime and recommend procedural changes (Safe Schools/Healthy Students Initiative).*

Attachment: 2026AmherstSROContract (RES-2025-526 : SRO Contract: Amherst Central School District (CRS# 5541))

The National Association of School Resource Officers (NASRO) defines "School Resource Officer" as:

> *Officers (who) promote a better understanding of our laws, why they were enacted and their benefits. They provide a visible and positive image for law enforcement. They serve as a confidential source of counseling to students concerning the problems they face. They bring expertise into schools that will help young people make more positive choices in their lives. They also work to protect the school environment and to maintain an atmosphere where teachers feel safe to teach and students feel safe enough to learn (NASRO website).*

Regardless of definition, School Resource Officers have three main functions: *law enforcement officer, law-related teacher, and law-related counselor.* First, as a law enforcement officer, the SRO maintains a safe and secure environment on the school campus that will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances. Second, as a teacher, the SRO promotes positive attitudes regarding the police role in society and informs the students of their rights and responsibilities as lawful citizens. Third, as a counselor, the SRO establishes a more complete liaison with school personnel and students in an effort to prevent juvenile delinquency. According to the National Assessment of School Resource Officer Programs (National Institute of Justice, 2005), SRO's spend on average about 60-65 percent of their time on law enforcement, 25-30 percent counseling, and 5-10 percent teaching.

The most effective way an SRO can accomplish these goals is to be a positive role model; students learn from every interaction they have with an SRO. It is essential for an SRO to endorse high moral standards, use good judgment and discretion, be consistent and fair, respect all students, and display a sincere concern for the school community. School Resource Officers must maintain a professional appearance; be visible, accessible and willing to talk to the students; attend and participate in school activities both during the school year and the summer months; interact positively with the students and the community while taking their concerns seriously; maintain a relationship with the students' parents by attending PTA meetings and parent conferences; and maintain a relationship with the faculty and school administrators.

The SRO interacts with the school administrators and faculty, the student body, and the outside community. Although working in the school, the SRO is still an employee of the law enforcement agency and is responsible for identifying and resolving school safety problems. However, the SRO is not the disciplinarian or chaperone for the school –which job remains with the principal and faculty. As a resource for school administrators, the SRO serves as a means of establishing order and safety so learning can take place. The SRO shares information with faculty on gang activity and truants, provides expertise on crime prevention and responds to and investigates criminal activity in the school. The SRO is also a teacher who provides law-related education to students. As a resource for the student body, the SRO's office with the school serves as a resource center and makes available to students information on topics ranging from date rape to drug abuse. The SRO

Attachment: 2026AmherstSROContract (RES-2025-526 : SRO Contract: Amherst Central School District (CRS# 5541))

also assists the school guidance department by counseling students; giving them the opportunity to talk about their problems and helping them find positive solutions. When necessary, the SRO refers students and family members to appropriate social agencies for additional assistance. Additionally, the SRO responds to requests from parents and the community regarding truants, drug activity, domestic problems, burglaries, thefts, and other school safety issues.

The SRO Program works to prevent juvenile delinquency and create a favorable student/police officer relationship. The Town of Amherst, the Amherst Town Court, school administrators, teachers, parents, and students are all beneficiaries of the SRO Program and, as stakeholders in the search for safer schools, must support and work with the SRO to reduce criminal conduct both on and off campus.

Job Description

- Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies
- Work to prevent juvenile delinquency through close contact and positive relationships with students. In addition the SRO shall develop crime prevention programs and conduct security inspections to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with other police personnel, school administration and faculty, and students to design crime prevention strategies.
- Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce School District policies and procedures, Assist school administration in emergency response planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
- Be visible within the school community. Attend and participate in school functions. Build working relationships with the school's staff as well as with student and parent groups.
- Develop, implement and instruct classes in law related topics to support the educational efforts of the faculty. Work closely with teachers in designing and presenting law-related topics and the role of police in our society.
- Work with school counselors and other student support staff to assist students and to provide services to students involved in situations where referral to service agencies are necessary. Assist in conflict resolution efforts.
- Initiate interaction with students in the classroom and general areas of the school building; participate in individual and small group meetings and conferences with students. Promote the profession of police officer and be a positive role model. Increase the accessibility of police to the school community.

Attachment: 2026AmherstSROContract (RES-2025-526 : SRO Contract: Amherst Central School District (CRS# 5541))

Juvenile Crime

Contemporary theories on juvenile delinquency suggest that the proliferation of negative influences in children's lives relate directly to juvenile crime rates. Some of these negative elements are poverty, discrimination, peer pressure, an unstable home life (broken or single parent homes), and unstable school life, psychological instability, changing morals of society, ineffectiveness of the juvenile justice system, direct influences of the mass media, and ignorance to the law and criminal justice system.

Recent statistics indicate that although the overall juvenile violent crime rate within the nation has been on the decline after decades of escalation, juvenile crime rates for other offenses have remained relatively static. Crime in schools has also seen a steady rise during the same periods. According to the National Crime Safety Center, juveniles commit more than 3 million crimes in schools each year. Although part of these changes may be attributable to greater public awareness of crime in schools and increasing pressure on education officials to report school crime incidents, there is no question that violence and crime are on the rise in our schools and affecting our children's ability to learn.

Project Goals

- To maintain a safe and secure environment on the school campus which will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances.
- To promote positive attitudes regarding the police role in society and to inform the students of their rights and responsibilities as lawful citizens.
- To establish a more complete liaison with school personnel and students in a cooperative effort to prevent juvenile delinquency.
- To bridge the gap between police officers and adolescents in order to increase positive attitudes toward law enforcement and to reduce juvenile crime through counseling, teaching about the criminal justice system, and taking a personal interest in the students.

Project Objectives

- Promote student understanding of the law and the criminal justice system.
- Decrease the number of student conduct/criminal violations occurring during the school day and during extracurricular school functions.
- Decrease gang activity and involvement in gangs by students.
- Improve students' attitudes and relationships with law enforcement personnel.
- Increase access of students, parents, and families to community agencies which offer assistance to youths and their families for problems that require professional help.
- Conduct crime prevention programs and improve school officials' response to criminal activity and violence.

Attachment: 2026AmherstSROContract (RES-2025-526 : SRO Contract: Amherst Central School District (CRS# 5541))

Performance Indicators

- Present law-related education to classes during the school year. The SRO will keep a record of all law-related courses that are taught including drug prevention presentations and other programs deemed necessary and appropriate by school administrators and police management.
- The number of student conduct/criminal violations for the school year will be compared to the number from previous school years to determine any increase or decrease.
- The SRO will keep a record of all gang activity on or near campus, attempt to identify the individuals involved, and relate this information to the police department. This information will be compared to records from previous years to determine changes in gang activity. If necessary, the SRO will present gang awareness and prevention training to the student body, faculty, and parent organizations.
- The SRO will assess the students' attitudes toward law enforcement by interacting with them during the school day and during extracurricular activities and through the use of student surveys at the beginning and end of each school year. The relationship between the SRO and the student body will also be assessed through surveys completed by parents, faculty members, and administrators to gauge the effectiveness of the SRO program.
- The SRO will research and document all municipal, county, and state agencies available to provide services to students and their families. A directory of such agencies including points of contact will be developed or maintained. The SRO will hold conferences with students, parents, and school faculty when appropriate and keep a log of this activity. The SRO will also maintain a record of all referral services rendered and follow-up the referrals to determine if they were helpful or if other services are necessary.
- The SRO will maintain a record of all crime prevention lectures or seminars given to the student body or public. The SRO will assist school administrators in surveying school facilities for areas that provide opportunities for commission of a crime and develop a plan to correct the problem. The SRO will also assist school violence prevention teams in developing strategic responses to incidents of violence within the school.
- The commanding officer will be responsible to collect and analyze data, prepare progress reports and write the annual evaluation report.
- Data will be gathered on law enforcement related incidents, law enforcement related course grades, parent and teacher survey results, and outcomes of conferences with students, parents and faculty members, as well as any other information that is explicitly mentioned in the projects' performance indicators.

Attachment: 2026AmherstSROContract (RES-2025-526 : SRO Contract: Amherst Central School District (CRS# 5541))

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30469 **RESOLUTION 2025-527** **ADOPTED**

Williamsville Central School District (CRS #5539) Student Resource Officer Program

TOWN BOARD AGENDA ITEM : MAY 27, 2025

TO: **Town Board**

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

RE: **Williamsville Central School District (CRS #5539)**
Student Resource Officer Program

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Williamsville Central School District with regard to the above-entitled matter. This agreement will run from July 1, 2025 through June 30, 2026. This agreement has successfully completed the Contract Routing process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 27, 2025)**

5/27/2025
Consent

FINANCIAL IMPACT:

A 3121 .02260: Revenue: $310,500.00

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

AGREEMENT
BY AND BETWEEN
TOWN OF AMHERST, NEW YORK
AND
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
FOR SCHOOL DISTRICT RESOURCE OFFICER PROGRAM

THIS AGREEMENT made _____, 2025, by and between the TOWN OF AMHERST, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, having its offices located at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as the "Town") and the WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, an educational corporation organized and existing under the laws of the State of New York, having its principal offices located at 105 Casey Road, East Amherst, New York 14051 (hereinafter referred to as the "School District").

WITNESSETH:

WHEREAS, the School District is desirous of obtaining the services of three (3) full-time School Resource Officers (hereinafter referred to as "SROs") for the purposes and to provide the services set forth herein; and

WHEREAS, the Town, through its Police Department (hereinafter referred to as the "Police Department"), is desirous of providing law enforcement and related services to the School District through providing to the School District three (3) SROs under the terms and conditions set forth herein; and

WHEREAS, the School District and the Town recognize the potential outstanding benefits of providing SROs to the School District to both the residents of the Town of Amherst, the School District and the students of the School District; and

WHEREAS, it is in the best interests of the School District and the Town to provide for the provision of SROs by the Town, through its Police Department, to the School District.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth hereinbelow, it is hereby agreed between the Town, the Police Department, and the School District as follows:

1. General Purposes, Project Goals, Project Objectives and Performance Indicators.

It is the intent and provision of this Agreement to provide to the School District the services of three (3) SROs from the Police Department to provide those services listed under the job description contained in Exhibit "A" annexed hereto (entitled the "SRO Placement Plan"), with the project goals and project objectives as set forth in Exhibit "A" which can be measured by the performance indicators set forth in Exhibit "A" and

Attachment: 2026WilliamsvilleSROContract (RES-2025-527 : SRO Contract: Williamsville Central School District (CRS#5539))

evaluated as set forth in the evaluation plan as set forth in Exhibit "A", all as may also be otherwise set forth in the text of this Agreement.

2. Term of Agreement

The term of this Agreement shall be for the period commencing on July 1, 2025 and culminating on June 30, 2026.

3. Renewal of Agreement

Both parties shall notify the other party of their desire to renew the Agreement by written notice at least thirty (30) calendar days prior to the expiration of the term as set forth in Paragraph 2 above. Upon receipt and written acknowledgment of such notice this Agreement shall renew for successive terms of one (1) year until such time as the Agreement is not renewed by failure to notify in writing of desire to renew as stated above or by notice of termination of this Agreement as set forth in Paragraph 4 and Paragraph 5.b.iiii of this Agreement.

4. Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) calendar days written notice to the other party.

5. Assignment of School Resource Officer

The Chief of Police of the Police Department may assign three (3) regularly employed police officers as the SROs to the School District pursuant to this Agreement as follows:

a. The SROs shall be nominated by the Chief of Police of the Police Department to the School District and, upon the concurrence of the Superintendent of Schools (the "Superintendent") of the School District to that nomination, the SROs shall be assigned as the SROs for the School District.

b. Each SRO assigned to the School District must meet the following requirements:

i. The SRO must be a volunteer for the position as SRO.

ii. The person nominated to be SRO must be a full-time certified and sworn police officer with a minimum of three (3) years of law enforcement experience.

iii. The person nominated to be SRO must have had or must acquire specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (e.g.

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D.A.R.E). Sufficiency of such experience shall be based upon the joint concurrence of the Chief of Police of the Police Department and the Superintendent. The SRO may be re-assigned by the Chief of Police of the Police Department (or his designee) during periods of police emergency, situations which may require augmentation of the police force, or situations which may arise which may require the SRO to act as an officer of the law which may or may not be within the School District. Other times of reassignment may include, but are not limited to, training as required by the Police Department or federal and/or state law, court appearances as required by law, or time off as permitted by the collective bargaining agreement. The SRO will give consideration to the school calendar and use discretion when taking his/her discretionary time off.

iv. In the event the Police Department cannot provide an SRO, or a suitable replacement, for thirty (30) continuous days, the District has the option to terminate this Agreement immediately.

6. Dismissal of School Resource Officer: Replacement

a. In the event the Superintendent determines, in the sole discretion of the Superintendent, that if an SRO is not effectively performing his or her duties and responsibilities, the Superintendent shall advise the Chief of Police of the Police Department.

b. The Chief of Police of the Police Department may dismiss or re-assign an SRO based upon Police Department rules, regulations and/or general orders consistent with the collective bargaining agreement. In such an event, a new SRO may be designated in accordance with the procedure outlined as in Paragraph 5 above.

7. Duties of the School Resource Officer

a. The duties of the SROs will include but not be limited to those duties set forth in the SRO Placement Plan annexed hereto as Exhibit "A" as part of the job description or performance indicators.

b. Consistent with the New York State Education Law and the School District's Code of Conduct, school disciplinary functions, including but not limited to all decisions and determinations regarding student discipline, are delegated to School District administrators. SROs shall engage in separate and distinct work functions such as investigatory and security-based tasks, with the primary objective of securing the safety and well being of School District personnel, students, families, and visitors. SROs shall not take part in the determination, issuance, or implementation of student discipline.

8. Duties of the School District

The School District shall provide to each of the SROs the following materials and facilities which are deemed necessary for the performance of the SROs' duties:

Attachment: 2026WilliamsvilleSROContract (RES-2025-527 : SRO Contract: Williamsville Central School District (CRS#5539))

a. A properly lighted private office which shall contain a telephone and shall be appropriate for private conversations between juveniles and the SRO.

b. A location for files and records which should be properly locked and secured.

c. Access to a computer and/or secretarial assistance, and access to a fax machine.

9. Hours of Duty of SRO

a. The Chief of Police of the Police Department shall arrange for the SROs to work a full day (8.25 hours) on each day when school is in session in the School District, except for the provisions set forth in Section 5.b.iii.

b. Additionally, upon the concurrence of the Superintendent and the Police Department, the SROs may be requested to attend extracurricular events. In the event school is scheduled for only part of a school day, the SROs shall work as SROs for the portion of the work day when school is in session and may otherwise perform such other duties as may be assigned to him or her within the Police Department.

10. Payment by School District to Town for SROs' Services

a. For the services of the SROs, the School District shall pay the Town the sum of $31,050 per month ($10,350 per Officer) during the regular school year, September through June.

b. The Town Supervisor, or his/her designee, shall notify the School District in writing by March 1st of the preceding school year of any change in the rate charged by the Town to the School District for the services of the SROs for the following school year.

c. The funds paid by the School District to the Police Department shall remain within the budget of the Police Department to partially cover the cost of the SRO's salary, fringe benefits, overtime and other costs related to the SRO program.

d. Both the School District and the Police Department shall establish procedures to track the hours and/or full days for which the Police Department provides the services of the SROs to the School District.

e. The Town shall invoice the School District every month for the services of the SROs. Upon verification of such invoices, the School District shall pay the same within thirty (30) days receipt of each invoice.

f. The School District may require the SROs to conform to a means of verifying the hours of work in the capacity of SROs, including sign in/sign out sheet and/or time card or such other means as are deemed appropriate and effective.

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11. Employment Status of SROs

The SROs shall remain at all times an employee of the Police Department and shall not be for any purpose an employee of the School District. The School District and the Town acknowledge that the SROs shall remain responsive to the chain of command within the Police Department.

12. Grant Funding

The School District may receive local, state and/or federal grants to cover all or part of the costs to be paid to the Police Department for the services of the SROs. The parties agree that they will administer the SRO program at all times to be consistent with the requirements of any such grant. In the event of an inconsistency between this Agreement and the requirements of any such grant, the provisions of such grant shall control, provided that nothing in any such grant shall require an adjustment to the rate of pay by the School District to the Police Department for the services of the SROs, or violate any terms of the Police Department chain of command, rules, regulations, general orders consistent with the collective bargaining agreement.

13. Good Faith

The School District, the Town, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by discussion between the Superintendent and the Chief of Police of the Police Department or their designees.

14. Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, or by express courier service and addressed as follows:

If to the School District:

Superintendent of Schools
Williamsville Central School District
105 Casey Road
East Amherst, New York 14051

If to the Police Department:

Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, New York 14228

If to the Town:

Town Supervisor
Amherst Town Hall
5583 Main Street
Williamsville, New York 14221

Attachment: 2026WilliamsvilleSROContract (RES-2025-527 : SRO Contract: Williamsville Central School District (CRS#5539))

In addition, correspondence will also be sent via email to the particular receiving party as named above.

15. Modification

This Agreement constitutes the full understanding of the parties and not terms, conditions or understandings or agreements purporting to modify or vary the terms of this Agreement shall be binding unless made in writing and signed by the duly authorized representatives of the parties.

16. Non-Assignment

Neither the School District nor the Town or Police Department shall assign, transfer, sublet or otherwise dispose of this Agreement or its right, title or interest in this Agreement or its power to execute the same or to any other person or corporation without the previous consent in writing of the governing bodies of both the School District and the Town. Any assignment of this Agreement not complying with the foregoing shall be null and void and of no force and effect whatsoever.

17. Severability

In the event any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

18. Agreement Interest

No officer or employee of the Town, who is authorized in such capacity on behalf of the Town to negotiate, make, accept or approve or to take part in negotiating, making, accepting or approving this Agreement, shall be, directly or indirectly, interested personally in this Agreement, or in any part hereof. No officer or employee of the Town who is authorized in such capacity on behalf of the Town to exercise any supervisory or administrative function in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof.

19. Hold Harmless

To the fullest extent provided by law, the parties agree to indemnify, hold harmless and defend one another, their agents, employees or any other persons authorized to act for them hereunder against loss or expense, including attorney's fees, by reason a a liability imposed by law upon a party, for damages because of or to persons or to property arising out of or in consequence of the performance of this Agreement resulting from that party's negligence, error, omission, or conduct.

Attachment: 2026WilliamsvilleSROContract (RES-2025-527 : SRO Contract: Williamsville Central School District (CRS#5539))

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers the day and year first written above.

TOWN OF AMHERST, NEW YORK

By: _____ _____
Brian J. Kulpa, Supervisor Date

TOWN OF AMHERST, NEW YORK,
POLICE DEPARTMENT

By: _____ 4/4/2025
Scott P. Chamberlin, Chief of Police Date

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

By: _____ 4/9/2025
Dr. Darren J. Brown-Hall, Superintendent Date

Attachment: 2026WilliamsvilleSROContract (RES-2025-527 : SRO Contract: Williamsville Central School District (CRS#5539))

EXHIBIT "A"

SCHOOL RESOURCE OFFICER PLACEMENT PLAN

Amherst Police Department &
Williamsville Central School District

Introduction

With more attention being paid to the safety of students while they are at school, many communities are considering strategies which are intended to make schools safer environments. Although statistics on school crime and violence convey that such crime and violence are not necessarily occurring in greater numbers, there is, at a minimum, anecdotal evidence which suggests that the types of incidents which are taking place on school property may be more severe in nature and may be having marked negative impact on the educational processes for which schools are responsible. Additionally, media coverage of tragic school shootings and other violence which occurred during the past decade has motivated many communities to act.

One of the ways communities are taking action is by making decisions that law enforcement officers need to be assigned to provide coverage to schools so that safety, security, and order can be maintained. The underlying rationale which is being employed by communities is that a given school's crime and violence problems are not exclusively that school's problems, but are reflective of community problems. Such a rationale leads to consideration of community approaches. Hence, in many communities the "School Resource Officer" (SRO) approach is being considered.

The U.S. Departments of Education, Health and Human Services, and Justice provide a definition for "School Resource Officer":

> *A career law enforcement officer, with sworn authority, deployed in community oriented policing, and assigned by the employing police department or agency to work in collaboration with schools and community-based organizations to: (a) address crime and disorder problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school; (b) develop or expand crime prevention efforts for students; (c) education likely school-age victims in crime prevention and safety; (d) develop or expand community justice initiatives for students; (e) train students in conflict resolution, restorative justice, and crime awareness; (f) assist in the identification of physical changes in the environment that may reduce crime in or around the school; and (g) assist in developing school policy that addresses crime and recommend procedural changes (Safe Schools/Healthy Students Initiative).*

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The National Association of School Resource Officers (NASRO) defines "School Resource Officer" as:

> *Officers (who) promote a better understanding of our laws, why they were enacted and their benefits. They provide a visible and positive image for law enforcement. They serve as a confidential source of counseling to students concerning the problems they face. They bring expertise into schools that will help young people make more positive choices in their lives. They also work to protect the school environment and to maintain an atmosphere where teachers feel safe to teach and students feel safe enough to learn (NASRO website).*

Regardless of definition, School Resource Officers have three main functions: *law enforcement officer, law-related teacher, and law-related counselor.* First, as a law enforcement officer, the SRO maintains a safe and secure environment on the school campus that will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances. Second, as a teacher, the SRO promotes positive attitudes regarding the police role in society and informs the students of their rights and responsibilities as lawful citizens. Third, as a counselor, the SRO establishes a more complete liaison with school personnel and students in an effort to prevent juvenile delinquency. According to the National Assessment of School Resource Officer Programs (National Institute of Justice, 2005), SRO's spend on average about 60-65 percent of their time on law enforcement, 25-30 percent counseling, and 5-10 percent teaching.

The most effective way an SRO can accomplish these goals is to be a positive role model; students learn from every interaction they have with an SRO. It is essential for an SRO to endorse high moral standards, use good judgment and discretion, be consistent and fair, respect all students, and display a sincere concern for the school community. School Resource Officers must maintain a professional appearance; be visible, accessible and willing to talk to the students; attend and participate in school activities both during the school year and the summer months; interact positively with the students and the community while taking their concerns seriously; maintain a relationship with the students' parents by attending PTA meetings and parent conferences; and maintain a relationship with the faculty and school administrators.

The SRO interacts with the school administrators and faculty, the student body, and the outside community. Although working in the school, the SRO is still an employee of the law enforcement agency and is responsible for identifying and resolving school safety problems. However, the SRO is not the disciplinarian or chaperone for the school –which job remains with the principal and faculty. As a resource for school administrators, the SRO serves as a means of establishing order and safety so learning can take place. The SRO shares information with faculty on gang activity and truants, provides expertise on crime prevention and responds to and investigates criminal activity in the school. The SRO is also a teacher who provides law-related education to students. As a resource for the student body, the SRO's office with the school serves as a resource center and makes available to students information on topics ranging from date rape to drug abuse. The SRO

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also assists the school guidance department by counseling students; giving them the opportunity to talk about their problems and helping them find positive solutions. When necessary, the SRO refers students and family members to appropriate social agencies for additional assistance. Additionally, the SRO responds to requests from parents and the community regarding truants, drug activity, domestic problems, burglaries, thefts, and other school safety issues.

The SRO Program works to prevent juvenile delinquency and create a favorable student/police officer relationship. The Town of Amherst, the Amherst Town Court, school administrators, teachers, parents, and students are all beneficiaries of the SRO Program and, as stakeholders in the search for safer schools, must support and work with the SRO to reduce criminal conduct both on and off campus.

Job Description

- Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies
- Work to prevent juvenile delinquency through close contact and positive relationships with students. In addition the SRO shall develop crime prevention programs and conduct security inspections to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with other police personnel, school administration and faculty, and students to design crime prevention strategies.
- Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce School District policies and procedures, Assist school administration in emergency response planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
- Be visible within the school community. Attend and participate in school functions. Build working relationships with the school's staff as well as with student and parent groups.
- Develop, implement and instruct classes in law related topics to support the educational efforts of the faculty. Work closely with teachers in designing and presenting law-related topics and the role of police in our society.
- Work with school counselors and other student support staff to assist students and to provide services to students involved in situations where referral to service agencies are necessary. Assist in conflict resolution efforts.
- Initiate interaction with students in the classroom and general areas of the school building; participate in individual and small group meetings and conferences with students. Promote the profession of police officer and be a positive role model. Increase the accessibility of police to the school community.

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Juvenile Crime

Contemporary theories on juvenile delinquency suggest that the proliferation of negative influences in children's lives relate directly to juvenile crime rates. Some of these negative elements are poverty, discrimination, peer pressure, an unstable home life (broken or single parent homes), and unstable school life, psychological instability, changing morals of society, ineffectiveness of the juvenile justice system, direct influences of the mass media, and ignorance to the law and criminal justice system.

Recent statistics indicate that although the overall juvenile violent crime rate within the nation has been on the decline after decades of escalation, juvenile crime rates for other offenses have remained relatively static. Crime in schools has also seen a steady rise during the same periods. According to the National Crime Safety Center, juveniles commit more than 3 million crimes in schools each year. Although part of these changes may be attributable to greater public awareness of crime in schools and increasing pressure on education officials to report school crime incidents, there is no question that violence and crime are on the rise in our schools and affecting our children's ability to learn.

Project Goals

- To maintain a safe and secure environment on the school campus which will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances.
- To promote positive attitudes regarding the police role in society and to inform the students of their rights and responsibilities as lawful citizens.
- To establish a more complete liaison with school personnel and students in a cooperative effort to prevent juvenile delinquency.
- To bridge the gap between police officers and adolescents in order to increase positive attitudes toward law enforcement and to reduce juvenile crime through counseling, teaching about the criminal justice system, and taking a personal interest in the students.

Project Objectives

- Promote student understanding of the law and the criminal justice system.
- Decrease the number of student conduct/criminal violations occurring during the school day and during extracurricular school functions.
- Decrease gang activity and involvement in gangs by students.
- Improve students' attitudes and relationships with law enforcement personnel.
- Increase access of students, parents, and families to community agencies which offer assistance to youths and their families for problems that require professional help.
- Conduct crime prevention programs and improve school officials' response to criminal activity and violence.

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Performance Indicators

- Present law-related education to classes during the school year. The SRO will keep a record of all law-related courses that are taught including drug prevention presentations and other programs deemed necessary and appropriate by school administrators and police management.
- The number of student conduct/criminal violations for the school year will be compared to the number from previous school years to determine any increase or decrease.
- The SRO will keep a record of all gang activity on or near campus, attempt to identify the individuals involved, and relate this information to the police department. This information will be compared to records from previous years to determine changes in gang activity. If necessary, the SRO will present gang awareness and prevention training to the student body, faculty, and parent organizations.
- The SRO will assess the students' attitudes toward law enforcement by interacting with them during the school day and during extracurricular activities and through the use of student surveys at the beginning and end of each school year. The relationship between the SRO and the student body will also be assessed through surveys completed by parents, faculty members, and administrators to gauge the effectiveness of the SRO program.
- The SRO will research and document all municipal, county, and state agencies available to provide services to students and their families. A directory of such agencies including points of contact will be developed or maintained. The SRO will hold conferences with students, parents, and school faculty when appropriate and keep a log of this activity. The SRO will also maintain a record of all referral services rendered and follow-up the referrals to determine if they were helpful or if other services are necessary.
- The SRO will maintain a record of all crime prevention lectures or seminars given to the student body or public. The SRO will assist school administrators in surveying school facilities for areas that provide opportunities for commission of a crime and develop a plan to correct the problem. The SRO will also assist school violence prevention teams in developing strategic responses to incidents of violence within the school.
- The commanding officer will be responsible to collect and analyze data, prepare progress reports and write the annual evaluation report.
- Data will be gathered on law enforcement related incidents, law enforcement related course grades, parent and teacher survey results, and outcomes of conferences with students, parents and faculty members, as well as any other information that is explicitly mentioned in the projects' performance indicators.

Attachment: 2026WilliamsvilleSROContract (RES-2025-527 : SRO Contract: Williamsville Central School District (CRS#5539))

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30470 **RESOLUTION 2025-528** **ADOPTED**

Sweet Home Central School District (CRS #5540) Student Resource Officer Program

TOWN BOARD AGENDA ITEM : MAY 27, 2025

TO: **Town Board**

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

RE: **Sweet Home Central School District (CRS #5540) Student Resource Officer Program**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Sweet Home Central School District with regard to the above-entitled matter. This agreement will run from July 1, 2025 through June 30, 2026. This agreement has successfully completed the Contract Routing process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 27, 2025)**

5/27/2025
Consent

FINANCIAL IMPACT:

A 3121 .02260: Revenue: $103,500.00

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

AGREEMENT
BY AND BETWEEN
TOWN OF AMHERST, NEW YORK
AND
SWEET HOME CENTRAL SCHOOL DISTRICT
FOR SCHOOL DISTRICT RESOURCE OFFICER PROGRAM

THIS AGREEMENT made _____, 2025, by and between the TOWN OF AMHERST, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, having its offices located at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as the "Town") and the SWEET HOME CENTRAL SCHOOL DISTRICT, an educational corporation organized and existing under the laws of the State of New York, having its principal offices located at 1901 Sweet Home Road, Amherst, New York 14228 (hereinafter referred to as the "School District").

WITNESSETH:

WHEREAS, the School District is desirous of obtaining the services of one (1) full-time School Resource Officer (hereinafter referred to as an "SRO") for the purposes and to provide the services set forth herein; and

WHEREAS, the Town, through its Police Department (hereinafter referred to as the "Police Department") is desirous of providing law enforcement and related services to the School District through providing to the School District an SRO under the terms and conditions set forth herein; and

WHEREAS, the School District and the Town recognize the potential outstanding benefits of providing an SRO to the School District to both the residents of the Town of Amherst, the School District and the students of the School District; and

WHEREAS, it is in the best interests of the School District and the Town to provide for the provision of an SRO by the Town, through its Police Department, to the School District.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth hereinbelow, it is hereby agreed between the Town, the Police Department, and the School District as follows:

1. General Purposes, Project Goals, Project Objectives and Performance Indicators.

It is the intent and provision of this Agreement to provide to the School District the services of an SRO from the Police Department to provide those services listed under the job description contained in Exhibit "A" annexed hereto (entitled the "SRO Placement Plan"), with the project goals and project objectives as set forth in Exhibit "A" which can be measured by the performance indicators set forth in Exhibit "A" and evaluated as set forth

Attachment: 2026SweetHomeSROContract (RES-2025-528 : SRO Contract: Sweet Home Central School District (CRS# 5540))

in the evaluation plan as set forth in Exhibit "A", all as may also be otherwise set forth in the text of this Agreement.

2. Term of Agreement

The term of this Agreement shall be for the period commencing on July 1, 2025 and culminating on June 30, 2026.

3. Renewal of Agreement

Both parties shall notify the other party of their desire to renew the Agreement by written notice at least thirty (30) calendar days prior to the expiration of the term as set forth in Paragraph 2 above. Upon receipt and written acknowledgment of such notice this Agreement shall renew for successive terms of one (1) year until such time as the Agreement is not renewed by failure to notify in writing of desire to renew as stated above or by notice of termination of this Agreement as set forth in Paragraph 4 and Paragraph 5.b.iiii of this Agreement.

4. Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) calendar days written notice to the other party.

5. Assignment of School Resource Officer

The Chief of Police of the Police Department may assign a regularly employed police officer as the SRO to the School District pursuant to this Agreement as follows:

a. The SRO shall be nominated by the Chief of Police of the Police Department to the School District and, upon the concurrence of the Superintendent of Schools (the "Superintendent") of the School District to that nomination, the SRO shall be assigned as the SRO for the School District.

b. The SRO assigned to the School District must meet the following requirements:

i. The SRO must be a volunteer for the position as SRO.

ii. The person nominated to be SRO must be a full-time certified and sworn police officer with a minimum of three (3) years of law enforcement experience.

iii. The person nominated to be SRO must have had or must acquire specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (e.g. D.A.R.E). Sufficiency of such experience shall be based upon the joint

Attachment: 2026SweetHomeSROContract (RES-2025-528 : SRO Contract: Sweet Home Central School District (CRS# 5540))

concurrence of the Chief of Police of the Police Department and the Superintendent. The SRO may be re-assigned by the Chief of Police of the Police Department (or his designee) during periods of police emergency, situations which may require augmentation of the police force, or situations which may arise which may require the SRO to act as an officer of the law which may or may not be within the School District. Other times of reassignment may include, but are not limited to, training as required by the Police Department or federal and/or state law, court appearances as required by law, or time off as permitted by the collective bargaining agreement. The SRO will give consideration to the school calendar and use discretion when taking his/her discretionary time off.

iv. In the event the Police Department cannot provide an SRO, or a suitable replacement, for thirty (30) continuous days, the District has the option to terminate this Agreement immediately.

6. Dismissal of School Resource Officer: Replacement

a. In the event the Superintendent determines, in the sole discretion of the Superintendent, that the SRO is not effectively performing his or her duties and responsibilities, the Superintendent shall advise the Chief of Police of the Police Department.

b. The Chief of Police of the Police Department may dismiss or re-assign the SRO based upon Police Department rules, regulations and/or general orders consistent with the collective bargaining agreement. In such an event, a new SRO may be designated in accordance with the procedure outlined as in Paragraph 5 above.

7. Duties of the School Resource Officer

a. The duties of the SRO will include but not be limited to those duties set forth in the SRO Placement Plan annexed hereto as Exhibit "A" as part of the job description or performance indicators.

b. Consistent with the New York State Education Law and the School District's Code of Conduct, school disciplinary functions, including but not limited to all decisions and determinations regarding student discipline, are delegated to School District administrators. SRO(s) shall engage in separate and distinct work functions such as investigatory and security-based tasks, with the primary objective of securing the safety and well being of School District personnel, students, families, and visitors. SRO(s) shall not take part in the determination, issuance, or implementation of student discipline.

8. Duties of the School District

The School District shall provide the following materials and facilities which are deemed necessary for the performance of the SRO's duties:

Attachment: 2026SweetHomeSROContract (RES-2025-528 : SRO Contract: Sweet Home Central School District (CRS# 5540))

a. A properly lighted private office which shall contain a telephone and shall be appropriate for private conversations between juveniles and the SRO.

b. A location for files and records which should be properly locked and secured.

c. Access to a computer and/or secretarial assistance, and access to a fax machine.

9. Hours of Duty of SRO

a. The Chief of Police of the Police Department shall arrange for the SRO to work a full day (8.25 hours) on each day when school is in session in the School District, except for the provisions set forth in Section 5.b.iii.

b. Additionally, upon the concurrence of the Superintendent and the Police Department, the SRO may be requested to attend extracurricular events. In the event school is scheduled for only part of a school day, the SRO shall work as SRO for the portion of the work day when school is in session and may otherwise perform such other duties as may be assigned to him within the Police Department.

10. Payment by School District to Town for SRO's Services

a. For the services of the SRO, the School District shall pay the Town the sum of $10,350 per month during the regular school year, September through June.

b. The Town Supervisor, or his/her designee, shall notify the School District in writing by March 1st of the preceding school year of any change in the rate charged by the Town to the School District for the services of the SRO for the following school year.

c. The funds paid by the School District to the Police Department shall remain within the budget of the Police Department to partially cover the cost of the SRO's salary, fringe benefits, overtime and other costs related to the SRO program.

d. Both the School District and the Police Department shall establish procedures to track the hours and/or full days for which the Police Department provides the services of the SRO to the School District.

e. The Town shall invoice the School District every month for the services of the SRO. Upon verification of such invoices, the School District shall pay the same within thirty (30) days receipt of each invoice.

f. The School District may require the SRO to conform to a means of verifying the SRO's hours of work in the capacity of SRO, including sign in/sign out sheet and/or time card or such other means as are deemed appropriate and effective.

11. Employment Status of SRO

The SRO shall remain at all times an employee of the Police Department and shall not be for any purpose an employee of the School District. The School District and the

Attachment: 2026SweetHomeSROContract (RES-2025-528 : SRO Contract: Sweet Home Central School District (CRS# 5540))

Town acknowledge that the SRO shall remain responsive to the chain of command within the Police Department.

12. Grant Funding

The School District may receive local, state and/or federal grants to cover all or part of the costs to be paid to the Police Department for the services of the SRO. The parties agree that they will administer the SRO program at all times to be consistent with the requirements of any such grant. In the event of an inconsistency between this Agreement and the requirements of any such grant, the provisions of such grant shall control, provided that nothing in any such grant shall require an adjustment to the rate of pay by the School District to the Police Department for the services of the SRO, or violate any terms of the Police Department chain of command, rules, regulations, general orders consistent with the collective bargaining agreement.

13. Good Faith

The School District, the Town, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by discussion between the Superintendent and the Chief of Police of the Police Department or their designees.

14. Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, or by express courier service and addressed as follows:

If to the School District:
Superintendent of Schools
Sweet Home Central School District
1901 Sweet Home Road
Amherst, New York 14228

If to the Police Department:
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, New York 14228

If to the Town:
Town Supervisor
Amherst Town Hall
5583 Main Street
Williamsville, New York 14221

In addition, correspondence will also be sent via email to the particular receiving party as named above.

Attachment: 2026SweetHomeSROContract (RES-2025-528 : SRO Contract: Sweet Home Central School District (CRS# 5540))

15. Modification

This Agreement constitutes the full understanding of the parties and not terms, conditions or understandings or agreements purporting to modify or vary the terms of this Agreement shall be binding unless made in writing and signed by the duly authorized representatives of the parties.

16. Non-Assignment

Neither the School District nor the Town or Police Department shall assign, transfer, sublet or otherwise dispose of this Agreement or its right, title or interest in this Agreement or its power to execute the same or to any other person or corporation without the previous consent in writing of the governing bodies of both the School District and the Town. Any assignment of this Agreement not complying with the foregoing shall be null and void and of no force and effect whatsoever.

17. Severability

In the event any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

18. Agreement Interest

No officer or employee of the Town, who is authorized in such capacity on behalf of the Town to negotiate, make, accept or approve or to take part in negotiating, making, accepting or approving this Agreement, shall be, directly or indirectly, interested personally in this Agreement, or in any part hereof. No officer or employee of the Town who is authorized in such capacity on behalf of the Town to exercise any supervisory or administrative function in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof.

19. Hold Harmless

To the fullest extent provided by law, the parties agree to indemnify, hold harmless and defend one another, their agents, employees or any other persons authorized to act for them hereunder against loss or expense, including attorney's fees, by reason a a liability imposed by law upon a party, for damages because of or to persons or to property arising out of or in consequence of the performance of this Agreement resulting from that party's negligence, error, omission, or conduct.

Attachment: 2026SweetHomeSROContract (RES-2025-528 : SRO Contract: Sweet Home Central School District (CRS# 5540))

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers the day and year first written above.

TOWN OF AMHERST, NEW YORK

By: _____ 4/1/25
Brian J. Kulpa, Supervisor — Date

TOWN OF AMHERST, NEW YORK,
POLICE DEPARTMENT

By: _____ 4/29/2025
Scott P. Chamberlin, Chief of Police — Date

SWEET HOME CENTRAL SCHOOL DISTRICT

By: _____ 4/21/25
Michael V. Ginestre, Superintendent — Date

Attachment: 2026SweetHomeSROContract (RES-2025-528 : SRO Contract: Sweet Home Central School District (CRS# 5540))

EXHIBIT "A"

SCHOOL RESOURCE OFFICER PLACEMENT PLAN

Amherst Police Department &
Sweet Home Central School District

Introduction

With more attention being paid to the safety of students while they are at school, many communities are considering strategies which are intended to make schools safer environments. Although statistics on school crime and violence convey that such crime and violence are not necessarily occurring in greater numbers, there is, at a minimum, anecdotal evidence which suggests that the types of incidents which are taking place on school property may be more severe in nature and may be having marked negative impact on the educational processes for which schools are responsible. Additionally, media coverage of tragic school shootings and other violence which occurred during the past decade has motivated many communities to act.

One of the ways communities are taking action is by making decisions that law enforcement officers need to be assigned to provide coverage to schools so that safety, security, and order can be maintained. The underlying rationale which is being employed by communities is that a given school's crime and violence problems are not exclusively that school's problems, but are reflective of community problems. Such a rationale leads to consideration of community approaches. Hence, in many communities the "School Resource Officer" (SRO) approach is being considered.

The U.S. Departments of Education, Health and Human Services, and Justice provide a definition for "School Resource Officer":

> *A career law enforcement officer, with sworn authority, deployed in community oriented policing, and assigned by the employing police department or agency to work in collaboration with schools and community-based organizations to: (a) address crime and disorder problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school; (b) develop or expand crime prevention efforts for students; (c) education likely school-age victims in crime prevention and safety; (d) develop or expand community justice initiatives for students; (e) train students in conflict resolution, restorative justice, and crime awareness; (f) assist in the identification of physical changes in the environment that may reduce crime in or around the school; and (g) assist in developing school policy that addresses crime and recommend procedural changes (Safe Schools/Healthy Students Initiative).*

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The National Association of School Resource Officers (NASRO) defines "School Resource Officer" as:

> *Officers (who) promote a better understanding of our laws, why they were enacted and their benefits. They provide a visible and positive image for law enforcement. They serve as a confidential source of counseling to students concerning the problems they face. They bring expertise into schools that will help young people make more positive choices in their lives. They also work to protect the school environment and to maintain an atmosphere where teachers feel safe to teach and students feel safe enough to learn (NASRO website).*

Regardless of definition, School Resource Officers have three main functions: *law enforcement officer, law-related teacher, and law-related counselor.* First, as a law enforcement officer, the SRO maintains a safe and secure environment on the school campus that will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances. Second, as a teacher, the SRO promotes positive attitudes regarding the police role in society and informs the students of their rights and responsibilities as lawful citizens. Third, as a counselor, the SRO establishes a more complete liaison with school personnel and students in an effort to prevent juvenile delinquency. According to the National Assessment of School Resource Officer Programs (National Institute of Justice, 2005), SRO's spend on average about 60-65 percent of their time on law enforcement, 25-30 percent counseling, and 5-10 percent teaching.

The most effective way an SRO can accomplish these goals is to be a positive role model; students learn from every interaction they have with an SRO. It is essential for an SRO to endorse high moral standards, use good judgment and discretion, be consistent and fair, respect all students, and display a sincere concern for the school community. School Resource Officers must maintain a professional appearance; be visible, accessible and willing to talk to the students; attend and participate in school activities both during the school year and the summer months; interact positively with the students and the community while taking their concerns seriously; maintain a relationship with the students' parents by attending PTA meetings and parent conferences; and maintain a relationship with the faculty and school administrators.

The SRO interacts with the school administrators and faculty, the student body, and the outside community. Although working in the school, the SRO is still an employee of the law enforcement agency and is responsible for identifying and resolving school safety problems. However, the SRO is not the disciplinarian or chaperone for the school –which job remains with the principal and faculty. As a resource for school administrators, the SRO serves as a means of establishing order and safety so learning can take place. The SRO shares information with faculty on gang activity and truants, provides expertise on crime prevention and responds to and investigates criminal activity in the school. The SRO is also a teacher who provides law-related education to students. As a resource for the student body, the SRO's office with the school serves as a resource center and makes available to students information on topics ranging from date rape to drug abuse. The SRO

Attachment: 2026SweetHomeSROContract (RES-2025-528 : SRO Contract: Sweet Home Central School District (CRS# 5540))

also assists the school guidance department by counseling students; giving them the opportunity to talk about their problems and helping them find positive solutions. When necessary, the SRO refers students and family members to appropriate social agencies for additional assistance. Additionally, the SRO responds to requests from parents and the community regarding truants, drug activity, domestic problems, burglaries, thefts, and other school safety issues.

The SRO Program works to prevent juvenile delinquency and create a favorable student/police officer relationship. The Town of Amherst, the Amherst Town Court, school administrators, teachers, parents, and students are all beneficiaries of the SRO Program and, as stakeholders in the search for safer schools, must support and work with the SRO to reduce criminal conduct both on and off campus.

Job Description

- Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies
- Work to prevent juvenile delinquency through close contact and positive relationships with students. In addition the SRO shall develop crime prevention programs and conduct security inspections to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with other police personnel, school administration and faculty, and students to design crime prevention strategies.
- Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce School District policies and procedures, Assist school administration in emergency response planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
- Be visible within the school community. Attend and participate in school functions. Build working relationships with the school's staff as well as with student and parent groups.
- Develop, implement and instruct classes in law related topics to support the educational efforts of the faculty. Work closely with teachers in designing and presenting law-related topics and the role of police in our society.
- Work with school counselors and other student support staff to assist students and to provide services to students involved in situations where referral to service agencies are necessary. Assist in conflict resolution efforts.
- Initiate interaction with students in the classroom and general areas of the school building; participate in individual and small group meetings and conferences with students. Promote the profession of police officer and be a positive role model. Increase the accessibility of police to the school community.

Attachment: 2026SweetHomeSROContract (RES-2025-528 : SRO Contract: Sweet Home Central School District (CRS# 5540))

Juvenile Crime

Contemporary theories on juvenile delinquency suggest that the proliferation of negative influences in children's lives relate directly to juvenile crime rates. Some of these negative elements are poverty, discrimination, peer pressure, an unstable home life (broken or single parent homes), and unstable school life, psychological instability, changing morals of society, ineffectiveness of the juvenile justice system, direct influences of the mass media, and ignorance to the law and criminal justice system.

Recent statistics indicate that although the overall juvenile violent crime rate within the nation has been on the decline after decades of escalation, juvenile crime rates for other offenses have remained relatively static. Crime in schools has also seen a steady rise during the same periods. According to the National Crime Safety Center, juveniles commit more than 3 million crimes in schools each year. Although part of these changes may be attributable to greater public awareness of crime in schools and increasing pressure on education officials to report school crime incidents, there is no question that violence and crime are on the rise in our schools and affecting our children's ability to learn.

Project Goals

- To maintain a safe and secure environment on the school campus which will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances.
- To promote positive attitudes regarding the police role in society and to inform the students of their rights and responsibilities as lawful citizens.
- To establish a more complete liaison with school personnel and students in a cooperative effort to prevent juvenile delinquency.
- To bridge the gap between police officers and adolescents in order to increase positive attitudes toward law enforcement and to reduce juvenile crime through counseling, teaching about the criminal justice system, and taking a personal interest in the students.

Project Objectives

- Promote student understanding of the law and the criminal justice system.
- Decrease the number of student conduct/criminal violations occurring during the school day and during extracurricular school functions.
- Decrease gang activity and involvement in gangs by students.
- Improve students' attitudes and relationships with law enforcement personnel.
- Increase access of students, parents, and families to community agencies which offer assistance to youths and their families for problems that require professional help.
- Conduct crime prevention programs and improve school officials' response to criminal activity and violence.

Attachment: 2026SweetHomeSROContract (RES-2025-528 : SRO Contract: Sweet Home Central School District (CRS# 5540))

Performance Indicators

- Present law-related education to classes during the school year. The SRO will keep a record of all law-related courses that are taught including drug prevention presentations and other programs deemed necessary and appropriate by school administrators and police management.
- The number of student conduct/criminal violations for the school year will be compared to the number from previous school years to determine any increase or decrease.
- The SRO will keep a record of all gang activity on or near campus, attempt to identify the individuals involved, and relate this information to the police department. This information will be compared to records from previous years to determine changes in gang activity. If necessary, the SRO will present gang awareness and prevention training to the student body, faculty, and parent organizations.
- The SRO will assess the students' attitudes toward law enforcement by interacting with them during the school day and during extracurricular activities and through the use of student surveys at the beginning and end of each school year. The relationship between the SRO and the student body will also be assessed through surveys completed by parents, faculty members, and administrators to gauge the effectiveness of the SRO program.
- The SRO will research and document all municipal, county, and state agencies available to provide services to students and their families. A directory of such agencies including points of contact will be developed or maintained. The SRO will hold conferences with students, parents, and school faculty when appropriate and keep a log of this activity. The SRO will also maintain a record of all referral services rendered and follow-up the referrals to determine if they were helpful or if other services are necessary.
- The SRO will maintain a record of all crime prevention lectures or seminars given to the student body or public. The SRO will assist school administrators in surveying school facilities for areas that provide opportunities for commission of a crime and develop a plan to correct the problem. The SRO will also assist school violence prevention teams in developing strategic responses to incidents of violence within the school.
- The commanding officer will be responsible to collect and analyze data, prepare progress reports and write the annual evaluation report.
- Data will be gathered on law enforcement related incidents, law enforcement related course grades, parent and teacher survey results, and outcomes of conferences with students, parents and faculty members, as well as any other information that is explicitly mentioned in the projects' performance indicators.

Attachment: 2026SweetHomeSROContract (RES-2025-528 : SRO Contract: Sweet Home Central School District (CRS# 5540))

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30476 **RESOLUTION 2025-529** **ADOPTED**

Digital Surveillance Solutions (DSS) (CRS #5543) Royal Park Access Control

TOWN BOARD AGENDA ITEM: MAY 27, 2025

TO: **Town Board**

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

RE: **Digital Surveillance Solutions (DSS) (CRS #5543)**
Royal Park Access Control

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Digital Surveillance Solutions, Inc. (DSS), 485 Cayuga Road, Buffalo New York, 14225 with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 27, 2025)**

5/27/2025
Consent

FINANCIAL IMPACT:

KP2323 .2150: $13,361.45

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

digital surveillance solutions

Rich Phillips
Technical Services Officer
Town of Amherst
187 West Royal Parkway
Buffalo, NY 14221

5/5/2025

Dear Rich Phillips,

Digital Surveillance Solutions, Inc. (DSS) is pleased to present this proposal for supplying, installing, and configuring access control additions. Please find the following scope of work.

Scope of work:

All work to be completed at Royal Park - 187 West Royal Parkway:

-Install (3) 5200 Series strikes provided by TOA.
-Provide and install door contacts, REX, and readers.
-Provide and install the S2 node.
-Provide and install power supply.
-Provide and install battery backup for the power supply.
-DSS to bring cable from top of door to devices.
-Doors to be added to Highway department S2 system.
(D319CB15-B0DC8C9F-2E1F6D50-AAD88DC8-9F5D9144)
-S2 configuration. Set up card format, add users, and assign cards through Excel import.

Exclusions/Out of Scope:

-Town of Amherst to provide all cabling and necessary conduit. A 4-element composite cable will need to be brought from the node location to a j-box above each of the doors.
-A network cable drop will need to be provided at the access control panel location.
-Network connectivity.
-Town of Amherst to provide access to IT closets, ceilings, and/or any building location necessary to perform work.
-Town of Amherst to provide adequate space for S2 node and power supply.
-120V power at power supply location.

Attachment: Contract for CRS Routing 5.9.2025 (RES-2025-529 : Digital Surveillance Solutions (DSS) (CRS #5543): Royal Park Access Control)

digital surveillance solutions

-Town of Amherst to provide excel spreadsheet of all users to be added to system. Both Town Hall and Amherst PD.

Assumptions:

1. All conduit pathways, cable pathways and critical points of access must be provided and accessible at time of work.
2. All work shall be performed Monday-Friday during normal business hours (7:00am to 5:00pm).
3. Parking on site shall be provided by client at no cost.
4. Town of Amherst will provide free and clear access to all working areas.
5. A point of contact (POC) and site access to necessary areas must be provided prior to arrival to the jobsite. This includes all areas to be under surveillance, data center(s), wiring closets and mechanical rooms and any other areas that could impact the deployment of the Access Control System. The POC will be the person to whom all DSS communication will be addressed and who has the authority to act for Town of Amherst in all aspects of the project. POC responsibilities includes:

    a. Serve as the interface between Digital Surveillance Solutions, Inc. and Town of Amherst
    b. Identify, schedule and confirm availability of support staff and management for onsite meetings (if necessary) and training.
    c. Schedule meeting/training rooms as necessary.
    d. Work with Digital Surveillance Solutions to administer any project change orders.
    e. Obtain and provide information, data, decisions and approvals, within 1 working day of Digital Surveillance Solutions' request, unless both parties agree to an extended response time.
    f. Resolve deviations from project plans that may be caused by Town of Amherst
    g. Help resolve project issues, and escalate issues within Town of Amherst.

6. Any down time resulting from the lack of access or if customer scope of work not completed will not be the responsibility of Digital Surveillance Solutions and is billable at current hourly labor & travel rates.
7. Any hardware not included in DSS scope of work is to be functional and complete. If any hardware is non-functional or not complete, a change order will be required to add additional hardware of this scope. If change order is not provided to DSS in a timely manner, additional hours will be billed at current hourly labor & travel rates.
8. Installation will conform to all State, County and local codes.
9. All electrical supply to be provided by Town of Amherst.
10. Environmental conditions required by hardware manufacturers will be maintained by Town of Amherst for the term of the system warranty. If environmental

Attachment: Contract for CRS Routing 5.9.2025 (RES-2025-529 : Digital Surveillance Solutions (DSS) (CRS #5543): Royal Park Access Control)

conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Town of Amherst.

11. Town of Amherst to collaborate with DSS on the creation of the business rules that govern the utilization of the access control system. If there is an existing system, customer will provide access database schema in csv format to expedite configuration and programming.

Terms:

1. Town of Amherst to provide an adequate path for loading equipment and materials into the facility. This includes, but not limited to, a loading dock, ramp, freight elevator, etc. Additionally, a secure location will be provided by Town of Amherst or General Contractor to store material and equipment on site during the installation process.
2. Upon delivery to customer site, Town of Amherst assumes responsibility for the safeguard and condition of all delivered materials.
3. Any damage or loss to Digital Surveillance Solutions installation by others will be billed to client. DSS will not make any corrections to damage until written approval has been provided to DSS by Town of Amherst with signature of authorized party. If authorization is not given to DSS in a timely manner, DSS will not be held responsible for any delays.
4. Town of Amherst is responsible for removal of old product, which may include but not limited to, door hardware, cabling, recording equipment, i.e. DVRs, servers, etc.

Warranty:

1. Digital Surveillance Solutions provides a sixty (60) day warranty on labor.
2. Warranty will begin upon completion of DSS scope items. Warranty will not be delayed due to system dependencies not in scope for DSS. Multi phased projects will have warranties that commence at completion of each phase.
3. Equipment warranty is established by the manufacturers unless specified otherwise in the scope of work.
4. Should any defects develop during the warranty period due to workmanship or equipment failure, Digital Surveillance Solutions shall repair to original working order at no expense to client.

Warranty exclusions:

1. Customer furnished equipment, cables, or connectors.
2. Modification of system by others without the written consent and approval by Digital Surveillance Solutions. Modification(s) of the system by any vendor

Attachment: Contract for CRS Routing 5.9.2025 (RES-2025-529 : Digital Surveillance Solutions (DSS) (CRS #5543): Royal Park Access Control)

without written consent of Digital Surveillance Solutions will render the warranty null and void. Repairs and replacements will be subject to Time & Materials at Digital Surveillance Solutions current labor rates at the time of repairs.

3. System abuse or misuse.
4. Floods, fires, earthquakes, lightning strikes, or other events beyond the control of Digital Surveillance Solutions.
5. Environmental conditions required by hardware manufacturers will be maintained by Town of Amherst for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Town of Amherst.

I appreciate the opportunity to submit this proposal. If you have any questions, comments, or require further details, feel free to contact me.

Best Regards,

Jessica Pitarresi
Digital Surveillance Solutions
485 Cayuga Road
Buffalo, NY 14225

Attachment: Contract for CRS Routing 5.9.2025 (RES-2025-529 : Digital Surveillance Solutions (DSS) (CRS #5543): Royal Park Access Control)

digital surveillance solutions

Royal Park Access Control

Prepared For:
Rich Phillips
Town of Amherst
187 West Royal Parkway
Buffalo, NY 14221
United States
rphillips@apdny.org

Prepared By:
Jessica Pitarresi
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
jessica.pitarresi@tariangroup.com
716-931-4003

Quote #	Sales Rep	Payment Terms	State Contract
DSSQ6674	Jessica Pitarresi	30	PT68787

Item Number	Description		QTY	Unit Price	Total Price
S2-NN-E2R-WM	Lenel/S2	NETWORK NODE IN WALL MOUNT ENCLOSURE WITH 1 S2 ACM BLADE (SUPPORTS UP TO 7 S2 APPLICATION BLADES) Wall mount enclosure with (1) S2 ACM blade and 6 available expansion slots.	1	$2,209.50	$2,209.5(
S2-ACM	Lenel/S2	LENELS2 ACCESS CONTROL APPLICATION BLADE Access control application extension blade with support for 2 OSDP or Wiegand readers, 4 inputs and 4 outputs. OSDP support requires NetBox Software Version 5.1 or later and OSDP-enabled readers.	1	$742.50	$742.5(
AL600ULACM	Altronix	6A 12/24 VDC UL SPLY W/ACM8	1	$560.89	$560.8
BT1212	Altronix	12V/12AH BATTERY	1	$99.11	$99.1
BT124	Altronix	12V/4AH BATTERY	1	$35.26	$35.2(
20NKS-01-000000	HID	SIGNO 20,BLK/SLVR,PIG,CRD PFL SEOS,WIEG,LED:RED,FLSH:GRN,BZR,SRF:ON,IPM:OFF,VEL:OFF,TAP	3	$234.18	$702.5
CX-MDH	Camden Door Controls	MAGNETIC CONTACT,RECESSED, SPST, WHITE 1-1/16" (27MM) GAP	3	$13.60	$40.8(
CM-RQE70A	Camden Door Controls	Request To Exit Sensor White c/w Wiring Terminal	3	$97.75	$293.2
0E-C6GY25	Wbox/ADIPro	ADI PRO 0E-C6GY25 CAT6 Patch Cable, 25' (7.62m), Gray	1	$13.60	$13.6(
Cards/FOBs					
2100PGGMN	HID	COMPOSITE ICLASS, 2K/2, PROG, F-GLOSS, F-GLOSS, MATCHING#	100	$5.11	$511.0(

Attachment: Contract for CRS Routing 5.9.2025 (RES-2025-529 : Digital Surveillance Solutions (DSS) (CRS #5543): Royal Park Access Control)

Item Number		Description	QTY	Unit Price	Total Price
2050PNNMN	HID	ICLASS KEYFOB 2K/2, PROG ICLASS, BLACK W/BLUE HID, MATCH ICLASS #	100	$6.43	$643.00
DSS Labor					
Physical AC SystemTech	DSS Labor	Install strikes, readers, door contacts, and Request to Exit sensors. Configuration of new portals in S2. Prevailing wage.	28	$140.00	$3,920.00
Physical AC SystemTech	DSS Labor	Run cabling from top of door to devices. Prevailing wage.	8	$140.00	$1,120.00
Physical AC SystemTech	DSS Labor	Install node and ACM blade. Add to S2. Install power supply and battery backup. Terminate to S2 Node and wire devices. Test. Prevailing wage.	8	$140.00	$1,120.00
Offsite Integration/Maintenance	DSS Labor	Offsite configuration and testing. Set up card format, add users, and assign cards through excel import.	6	$125.00	$750.00
Project/Program Manager	DSS Labor	Oversees all onsite work.	4	$150.00	$600.00

SUBTOTAL	$13,361.45
SALES TAX	$0.00
Optional Item Total	$0.00
TOTAL	$13,361.45

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

To accept this proposal, sign here and return: Jessica Pitarresi 5/8/25

Signature Date

Attachment: Contract for CRS Routing 5.9.2025 (RES-2025-529 : Digital Surveillance Solutions (DSS) (CRS #5543): Royal Park Access Control)

Attachment: Contract for CRS Routing 5.9.2025 (RES-2025-529 : Digital Surveillance Solutions (DSS) (CRS #5543): Royal Park Access Control)

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: Digital Surveillance Solutions, Inc

Signature: Jessica Pitarresi

Print Name: Jessica Pitarresi

Title: Account Manager

Date: 05/08/2025

RAEANN J. JAKUBOWSKI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6309956
Qualified in Erie County
Commission Expires 08/18/20 26

Sworn To Before Me This

8th Day of May, 2025

Notary Public

Attachment: Contract for CRS Routing 5.9.2025 (RES-2025-529 : Digital Surveillance Solutions (DSS) (CRS #5543): Royal Park Access Control)

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same, and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Contractor to assure that any policy procured by any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the

prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(e) A failure by Contractor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Attachment: Contract for CRS Routing 5.9.2025 (RES-2025-529 : Digital Surveillance Solutions (DSS) (CRS #5543): Royal Park Access Control)

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Digital Surveillance Solutions, Inc
Print Name of Company

By: Jessica Pitanesi
Signature

Jessica Pitanesi
Printed Name

Date: 05/08/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Contract for CRS Routing 5.9.2025 (RES-2025-529 : Digital Surveillance Solutions (DSS) (CRS #5543): Royal Park Access Control)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/1/2025 11/1/2024

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

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

PRODUCER Lockton Companies, LLC Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1515454 Digital Surveillance Solutions, LLC 485 Cayuga Road Buffalo NY 14225	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Fire Insurance Company — 1968 **INSURER B :** Twin City Fire Insurance Company — 2945 **INSURER C :** Hartford Accident and Indemnity Company — 2235 **INSURER D :** Sentinel Insurance Company, Ltd. — 1100 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21183603 **REVISION NUMBER:** XXXXXXX

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	N	84CSE S54013 (AOS)	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 2,000,000
A	CLAIMS-MADE X OCCUR			84CSE S54014 (CA)	10/1/2024	10/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X See Below						MED EXP (Any one person)	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
A	**AUTOMOBILE LIABILITY**	N	N	84CSE S54016	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	**UMBRELLA LIAB** X OCCUR	N	N	84 XS ON2136	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 5,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$ XXXXXXX
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	84WN S54011 (AOS) 84WBR S54012 (MA,WI)	10/1/2024 10/1/2024	10/1/2025 10/1/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

General Liability policy includes Security Services Errors and Omissions coverage at policy limits shown above. Town of Amherst is included as additional insured on a primary and non-contributory basis where required by written contract with respect to General Liability per the terms and conditions of the policy. Umbrella Liability follows form over General Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

21183603
Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: Contract for CRS Routing 5.9.2025 (RES-2025-529 : Digital Surveillance Solutions (DSS) (CRS #5543): Royal Park Access Control)

NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 200886315

KEEVILY SPERO-WHITELAW INC
500 MAMARONECK AVE
HARRISON NY 10528

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
DIGITAL SURVEILLANCE SOLUTIONS, INC. 485 CAYUGA RD BUFFALO NY 14225	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B 2354 271-5	156224	11/01/2024 TO 11/01/2025	10/03/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2354 271-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

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

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 480103717

00000000000132991139

Attachment: Contract for CRS Routing 5.9.2025 (RES-2025-529 : Digital Surveillance Solutions (DSS) (CRS #5543): Royal Park Access Control)

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)
DIGITAL SURVEILLANCE SOLUTIONS, INC.
485 CAYUGA RD
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
716-597-0369

1c. Federal Employer Identification Number of Insured or Social Security Number
20-0886315

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
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
34078-01

3c. Policy Effective Period
5/1/2008 to 8/22/2025

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

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

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

Date Signed 8/23/2024 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Contract for CRS Routing 5.9.2025 (RES-2025-529 : Digital Surveillance Solutions (DSS) (CRS #5543): Royal Park Access Control)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 30459 **RESOLUTION 2025-530** **ADOPTED**

Erie County Board of Elections Early Voting Lease Agreement CRS #5537

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

5/27/2025
Consent

FINANCIAL IMPACT:

A6772-02410

-$900.00 (Revenue) per Election

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

EARLY VOTING POLLING LOCATION LEASE AGREEMENT

CITY/TOWN & DISTRICTS

This agreement made on the _____ (date), by and between the **TOWN OF AMHERST,** 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:

LOCATION: Amherst Senior Center
ADDRESS: 370 John James Audubon Parkway, Amherst, New York 14228

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: Melissa Abel
PHONE NUMBER: 716-636-3050
EMAIL: mabel@amherst.ny.us

DELIVERY CONTACT: Melissa Abel
PHONE NUMBER: 716-636-3050
EMAIL: mabel@amherst.ny.us

BUILDING OPENER: Melissa Abel
PHONE NUMBER: 716-628-0178
EMAIL: mabel@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:

EARLY VOTING - PRIMARY ELECTION: JUNE 14, 2025 – JUNE 22, 2025
EARLY VOTING - GENERAL ELECTION: OCTOBER 25, 2025 - NOVEMBER 2, 2025

For Early Voting Dates that occur during weekdays, the TENANT is to have uninterrupted use and possession of the leased area on each said date from 11:30 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.

For Early Voting Dates that occur on Saturday and/or Sunday, the TENANT is to have uninterrupted use and possession of the leased area on each said date from 8:30 am, being one-half hour prior to the opening of the polls until 5:30 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: Early Voting-05072025121653 (RES-2025-530 : Erie County Board of Elections Early Voting Lease Agreement CRS #5537)

The TENANT agrees to pay the OWNER the following total rental for the entire early voting time period: **$900.00 per election.**

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:

OWNER: _____

_____
Ralph M. Mohr, Commissioner of Elections

BY: _____

_____
Jeremy J. Zellner, Commissioner of Elections

PRINT NAME: _____

Attachment: Early Voting-05072025121653 (RES-2025-530 : Erie County Board of Elections Early Voting Lease Agreement CRS #5537)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 30484 **RESOLUTION 2025-531** **ADOPTED**

Computer/Touchscreen for Senior Services- Xavus Solutions LLC DBA My Senior Center CRS #5560

We respectfully request Town Board permission to authorize the Supervisor to sign the Contract between the Town of Amherst Senior Services and Xavus Solutions, LLC DBA My Senior Center, upon successful completion of the Contract Routing System.

5/27/2025
Consent

FINANCIAL IMPACT:

A 6772-2130

$7,300.00

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

Xavus Solutions
68 Harrison Ave Ste 605 PMB 30713
Boston, MA 02111-1929 USA
5088344113
tina@myseniorcenter.com

myseniorcenter
XAVUS SOLUTIONS

Quote

ADDRESS

Melissa Abel
Town of Amherst
Purchasing Department - 2nd Floor
5583 Main Street
Williamsville, NY 14221

SHIP TO

Melissa Abel
Town of Amherst
Amherst Senior Center
370 John James Audubon
Amherst, NY 14228

QUOTE # s-090917-11821
DATE 01/01/2025
EXPIRATION DATE 06/20/2025

ACTIVITY	QTY	RATE	AMOUNT
Lenovo All in One Computer/Touchscreen with MySeniorCenter Touchscreen Application includes 1-Year Lenovo Warranty. The warranty is an agreement between the customer and Lenovo; MySeniorCenter is not responsible for any defects with this computer. - FOR REPLACEMENT ONLY	2	1,650.00	3,300.00T
Additional MySeniorCenter Swipe Station All-in-One - Includes MySeniorCenter Touchscreen Application, Omni-directional scanner and cable; adds $300 to next annual maintenance fee. THIS IS FOR NORTHWEST AMHERST COMMUNITY CENTER	1	5,500.00	5,500.00T
Sponsor-based discount	1	-1,500.00	-1,500.00

Please sign/fax to 508-834-4125 or scan/email to tina@myseniorcenter.com.

SUBTOTAL	7,300.00
TAX (0%)	0.00
TOTAL	**$7,300.00**

Accepted By

Accepted Date

All prices are in USD unless otherwise stated.

Attachment: MSC-05202025130127 (RES-2025-531 : Computer/Touchscreen for Senior Services- Xavus Solutions LLC DBA My Senior Center

Attachment: MSC-05202025130127 (RES-2025-531 : Computer/Touchscreen for Senior Services- Xavus Solutions LLC DBA My Senior Center

Addendum to Contract VENDOR NOT ON SITE

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

5. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

6. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

7. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

8. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Xavus Solutions dba MySeniorCenter

Print Name of Company

By: _____

Signature

Chris Hamilton

Printed name

Date: 5/20/2025

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Attachment: MSC-05202025130127 (RES-2025-531 : Computer/Touchscreen for Senior Services- Xavus Solutions LLC DBA My Senior Center

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30486 **RESOLUTION 2025-532** **ADOPTED**

Payment Authorization - Server Migration Invoices Aptean, Inc. CRS No. 4743

The Engineering Department is requesting that the Town Board authorize the Supervisor to authorize payment of invoices # PS-468062 and PS-472594 in the amount of $2,385.00. The project for the server migration was approved with an estimated expiration of 12/31/24 under RES-2024-397 on 4/29/24. These are the final invoices from this project and no other work is required.

Funds for this request are available in G9916-2130.

Thank you for considering this request.

5/27/2025
Consent

FINANCIAL IMPACT:

G9916-2130

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

13.S.1.a

Town of Amherst
Erie County, New York

Adopted
Apr 29, 2024 7:00 PM

Resolution
RES-2024-397

TabWare Server Migration
Aptean, Inc.
CRS – 4743

Information

Department: Sewer/Plant 16
Category: Contracts, Agreements, Leases
Sponsors:

Attachments

Printout
Tabware server

Financial Impact

G9916-2130

Body

The Engineering Department-WPCF Division is requesting that the Town Board authorize the Supervisor to sign the attached agreement with Aptean, Inc. to complete a server migration for our purchase order and inventory program, TabWare. We require migration of this application to new server hardware due to the age of the existing hardware and server software version. The existing in-place hardware is long out of warranty and the most cost effective option was to migrate our application to newer hardware that was provided by the IT Dept. We will require assistance from the software vendor in the migration due to customizations they performed to the software. The term of this agreement will be from date of Town Board approval by the Town of Amherst through December 31, 2024.

Funds will be available in G9916-2130.

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

Thank you for considering this request.

4/29/2024
Consent

Meeting History

Apr 29, 2024 7:00 PM **Town Board** **Regular Meeting of the Town Board**

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

Attachment: DOC051525-05152025140438 (RES-2025-532 : Payment Authorization)

Discussion

Add Comment

Powered by **Granicus**

Attachment: DOC051525-05152025140438 (RES-2025-532 : Payment Authorization)

TOWN OF AMHERST

VOUCHER

PO NO: 241044

Date: 05/15/2025

This number must appear on all packages and invoices

WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771 FAX: (716) 691-4496
Federal ID# 16-6002157

Fund/Dept/Dist.	Object	Amount
G9916	2130	$ 2,385.00
	TOTAL	**$ 2,385.00**

Supplier: 18756
APTEAN, INC. DBA ASSETPOINT, LLC
P.O. BOX 743722
ATLANTA, GA 30374-3722
RES-2024-397 TBA 4/29/24

☐ **Check box if partial payment (P.O. will remain open)**

Quantity	Description	Unit Price	Amount
1	STATUS REVIEW/CONSULTING	$ 795.00	$ 795.00
1	CONSULTING/GO-LIVE/FINAL CHECK	$ 1,590.00	$ 1,590.00
		TOTAL	**$ 2,385.00**

Due Date: _____ **Invoices:**PS-4468062, PS-472594 **SALES TAX EXEMPT**

☐ **Separate Check Required**

Invoices must be rendered on attached form (voucher) furnished by the Town of Amherst and must be properly signed. The town will not be responsible for merchandise delivered without a receipt signature.

Received by _____
Date Received _____

All purchase contracts involving an aggregate expenditure of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION _____
Department Head or Director of Purchasing

DEPARTMENT APPROVAL

The above services or materials where rendered or furnished to The municipality on the dates stated and the changes are correct.

_____ _____
Date **Authorized Signature**

COMPTROLLERS OFFICE

_____ _____
Date **Authorized Official**

Audited by: _____ **Contract: CONTACT** **Bids Received Y / N**

Date: _____ **TB Res. No:** **Town Board Approval Y / N**

TB Res. Date:

Attachment: DOC051525-05152025140438 (RES-2025-532 : Payment Authorization)

AssetPoint LLC

Date: 01/31/2025
Invoice No: **PS-468062**
Due Date: 03/02/2025
Customer ID: 1099791
Currency: USD

Invoice

Bill To: **Town of Amherst Water Pollution Control**
Crystal Russell
455 Tonawanda Creek Road
Amherst, NY 14228
United States

Ship To: **Town of Amherst Water Pollution Control**
Gregory Struzik
455 Tonawanda Creek Road
Amherst, NY 14228
United States

Project: 800733||Town of Amherst Water Pollution Control - Services Only - TabWare Migrat-Project
Project Manager: Sabarisan Krishnakumar
Project Invoice No: BE-104655

Name	Week Start Date	Description	Qty	Rate	Amount
Sabarisan Krishnakumar	01/05/2025	[Project Management] Mon: Status review meeting with consultant after migration work complete.	0.50 Hours	265.00	$132.50
Sam Pierce	01/05/2025	[Tabware Migration] Tue: Consulting; / Wed: Consulting; / Thu: Consulting;	1.25 Hours	265.00	$331.25
Sam Pierce	01/12/2025	[Tabware Migration] Tue: Consulting; / Fri: Consulting;	1.25 Hours	265.00	$331.25

SUBTOTAL	$795.00
Sales Tax	$ 0.00
TOTAL	$795.00

Comments:

Remit to:
ACH/WIRE:
Account Name: AssetPoint LLC
Account Number: 334037102985
Bank of America, Charlotte, NC
ACH ABA Number: 061000052
Wire ABA Number: 026009593
SWIFT Code: BOFAUS3N

Lockbox Address:
AssetPoint LLC
P.O. Box 743722
Atlanta, GA 30374-3722

PLEASE NOTE NEW REMIT TO INFORMATION

Any commodities, technology, or software exported from the United States were done so in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

EMAIL: billing-apteanna@aptean.com | PHONE:

PLEASE INCLUDE INVOICE NUMBER ON ALL PAYMENTS.

Attachment: DOC051525-05152025140438 (RES-2025-532 : Payment Authorization)

AssetPoint LLC

aptean

Date: 03/31/2025
Invoice No: **PS-472594**
Due Date: 04/30/2025
Customer ID: 1099791
Currency: USD

RECEIVED APR 09 2025

Invoice

Bill To: **Town of Amherst Water Pollution Control**
Crystal Russell
455 Tonawanda Creek Road
Amherst, NY 14228
United States

Ship To: **Town of Amherst Water Pollution Control**
Gregory Struzik
455 Tonawanda Creek Road
Amherst, NY 14228
United States

Project: 800733||Town of Amherst Water Pollution Control - Services Only - TabWare Migrat-Project
Project Manager: Sabarisan Krishnakumar
Project Invoice No: BE-115387

Name	Week Start Date	Description	Qty	Rate	Amount
Sabarisan Krishnakumar	03/16/2025	[Project Management] Wed: Go live process with consultant	0.50 Hours	265.00	$132.50
Sam Pierce	03/16/2025	[Tabware Migration] Tue: Consulting; / Thu: Consulting; / Fri: Consulting;	1.50 Hours	265.00	$397.50
Sam Pierce	03/09/2025	[Tabware Migration] Mon: Consulting;	1.00 Hours	265.00	$265.00
Sabarisan Krishnakumar	03/23/2025	[Project Management] Wed: Final Go live check with consultant and customer	0.25 Hours	265.00	$66.25
Sam Pierce	03/30/2025	[Tabware Migration] Mon: Consulting;	0.25 Hours	265.00	$66.25
Sam Pierce	03/23/2025	[Tabware Migration] Tue: Go-live; / Wed: Consulting; / Fri: Consulting;	2.50 Hours	265.00	$662.50

SUBTOTAL	$1,590.00
Sales Tax	$ 0.00
TOTAL	$1,590.00

Comments:

Remit to:
ACH/WIRE:
Account Name: AssetPoint LLC
Account Number: 334037102985
Bank of America, Charlotte, NC
ACH ABA Number: 061000052
Wire ABA Number: 026009593
SWIFT Code: BOFAUS3N

Lockbox Address:
AssetPoint LLC
P.O. Box 743722
Atlanta, GA 30374-3722

PLEASE NOTE NEW REMIT TO INFORMATION

Any commodities, technology, or software exported from the United States were done so in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

EMAIL: billing-apteanna@aptean.com | PHONE:

PLEASE INCLUDE INVOICE NUMBER ON ALL PAYMENTS.

Attachment: DOC051525-05152025140438 (RES-2025-532 : Payment Authorization)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30489 **RESOLUTION 2025-533** **ADOPTED**

TOA Bid 2025001 Sodium Hypochlorite Contract Extension JCI Jones Chemicals, Inc. Original CRS No. 5314, CRS No. 5547

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with JCI Jones Chemicals, Inc. The terms and conditions within Town of Amherst Bid 2025001 Sodium Hypochlorite shall remain the same. This extension would run from date of Town Board Approval by the Town of Amherst through February 12, 2026

Funds for this request are available in G9916-4820/4830.

Thank you for considering this request.

5/27/2025
Consent

FINANCIAL IMPACT:

G9916-4820/4830

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

AGREEMENT

Let this document stand as an agreement between JCI Jones Chemicals, Inc. and the Town of Amherst to extend their existing contract with JCI Jones Chemicals, Inc. bid 2025001 Sodium Hypochlorite. Both parties agree that the terms and conditions specified in the executed contract for Sodium Hypochlorite would remain the same. The term of this contract extension will be from August 13, 2025 through February 12, 2026 and be effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:

JCI Jones Chemicals, Inc.

By: _____
Signature

CHRIS JOY
Printed name

BRANCH MANAGER
Title

Date: 4/17/25

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: TOA - JCI Jones Extension Letter - Sodium Hypochlorite (RES-2025-533 : TOA Bid 2025001 Sodium Hypochlorite Contract

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Town Clerk
DOC ID: 30494

COMMUNICATION 2025-50 **APPROVED**

Request for Public Hearing - 2190-2200 Wehrle Drive

Request from Sean Hopkins, Esq. for a public hearing with respect to Amend the Comprehensive Plan for 2190-2200 Wehrle Drive.

This hearing has been scheduled for June 23rd.

5/27/2025
Consent

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

May 20, 2025

Timothy J. Koller, Deputy Town Clerk
Town of Amherst Town Clerk's Office
5583 Main Street
Williamsville, NY 14221

Re: Comprehensive Plan Amendment [BCPA-2025-01]
Proposed Multifamily Project
2190-2200 Wehrle Drive - Amherst, NY
Applicant/Project Sponsor: Young Development Inc.
File No. 10023.18

Dear Tim:

This letter is being submitted on behalf of Young Development Inc. to request that the Town Board adopt a resolution during its meeting to be held on Tuesday, May 27th for the purpose of scheduling a public hearing in connection with the pending request to amend the Comprehensive Plan to designate 2190-2200 Wehrle Drive as appropriate for Medium-Residential use.

The Planning Board held a public hearing on the requested rezoning of the Project Site during its meeting on Thursday, May 15th and adopted a resolution recommending that the Town Board issue a negative declaration pursuant to the State Environmental Quality Review Act ("SEQRA") and approve the requested amendment of the Comprehensive Plan.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Daniel Howard, Planning Director
Bryan Young, Young Development Inc.
Joe Young, Young Development Inc.
Patrick Sheedy, Jr., P.E., Carmina Wood Design

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Road, Suite 100 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Koller-Ltr-05-20-25 (COM-2025-50 : Request for Public Hearing - 2190-2200 Wehrle Drive)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Town Clerk
DOC ID: 30490

COMMUNICATION 2025-51 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway

Letter from Sean Hopkins, Esq. regarding the proposed mixed-use project at 4300 Millersport Highway.

5/27/2025
Referred to Town Attorney, Planning & Engineering

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

May 20, 2025

Brian J. Kulpa, Town Supervisor
Town of Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Re: Proposed Mixed-Use Project – Site Plan Review [SP-2022-03A]
4300 Millersport Highway
File 10188.3

Dear Supervisor Kulpa and Councilmembers:

On April 2, 2025, I submitted a letter on behalf of Cimato & Sons (the "Project Sponsor") in connection with the above referenced mixed-use project at 4300 Millersport Highway ("Project Site"). A copy of my letter dated April 2, 2025 is provided at Exhibit "1".

As set forth in my letter dated April 2, 2025, sanitary sewer service for the approved project will be provided via private on-site sanitary sewer infrastructure improvements including but not limited to a pump station and sanitary sewer force main. The Project Sponsor has requested that the Town enter into a long-term agreement with the Project Sponsor for the maintenance and future repairs to the on-site privately owned sanitary sewer infrastructure for the project. Pursuant to the terms and conditions of the requested agreement, the Project Sponsor would be responsible for making financial payments for the purpose of ensuring the Town is reimbursed for its expenditures in connection with maintenance and future repairs of the privately owned sanitary sewer infrastructure for the project.

During its meeting on April 7, 2025, the Town Board adopted a resolution referring the pending request of the Project Sponsor to enter into a long-term agreement with the Town for maintenance and repairs to the on-site privately owned sanitary sewer infrastructure for the project to the Engineering Department and the Town Attorney's Office. A copy of the resolution adopted by the Town Board on April 7, 2025 is provided at Exhibit "2".

The Project Sponsor is requesting that the Town provide an update on the status of the review of the Project Sponsor's request to enter into a long-term agreement with the Town for maintenance and future repairs to the on-site privately owned sanitary sewer infrastructure for the project

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Drive, Suite 100 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-05-20-25 (COM-2025-51 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director
Steve Bengart, Esq., Town Attorney
Jeff Burroughs, P.E., Town Engineer
Fred Cimato
Patricia Bittar, P.E., Wm. Schutt & Associates P.C.

Attachment: Kulpa-Ltr-05-20-25 (COM-2025-51 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

Exhibit 1

Attachment: Kulpa-Ltr-05-20-25 (COM-2025-51 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

HSM

April 2, 2025

Brian J. Kulpa, Town Supervisor
Town of Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Re: Proposed Mixed-Use Project – Site Plan Review [SP-2022-03A]
4300 Millersport Highway
File 10188.3

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Cimato & Sons (the "Project Sponsor") in connection with the above referenced mixed-use project at 4300 Millersport Highway ("Project Site"). As the Town Board is aware, sanitary sewer service for the approved project will be provided via private on-site sanitary sewer infrastructure improvements including but not limited to a pump station and sanitary sewer force main.

The Project Sponsor is that the Town enter into a long-term agreement with the Project Sponsor for the maintenance and future repairs to the on-site privately owned sanitary sewer infrastructure for the project. Pursuant to the terms and conditions of the requested agreement, the Project Sponsor would be responsible for making financial payments for the purpose of ensuring the Town is reimbursed for its expenditures in connection with maintenance and future repairs of the privately owned sanitary sewer infrastructure for the project.

The Project Sponsor is requesting that this request be referred to the appropriate Town Departments for their input during the upcoming meeting of the Town Board to be held on Monday, April 7th at 7:00 p.m.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.
cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsr-legal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-05-20-25 (COM-2025-51 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director
Steve Bengart, Esq., Town Attorney
Jeff Burroughs, P.E., Town Engineer
Fred Cimato
Patricia Bittar, P.E., Wm. Schutt & Associates P.C.

Attachment: Kulpa-Ltr-05-20-25 (COM-2025-51 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

Exhibit 2

Attachment: Kulpa-Ltr-05-20-25 (COM-2025-51 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

Town of Amherst
Erie County, New York

Communication
COM-2025-33

Referred
Apr 7, 2025 7:00 PM

Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway

Information

Department:	Town Clerk	**Sponsors:**	
Category:	Communications		

Attachments

Printout
Kulpa-Ltr-04-02-25

Body

Letter from Sean Hopkins, Esq. regarding the proposed mixed-use project at 4300 Millersport Highway.

4/7/2025
Referred to Town Attorney & Planning

Meeting History

Apr 7, 2025 7:00 PM **Town Board** **Regular Meeting of the Town Board**

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

Discussion

Add Comment

Powered by **Granicus**

Attachment: Kulpa-Ltr-05-20-25 (COM-2025-51 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

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

Francina J. Spoth
Town Clerk

Meeting: 05/27/25 07:00 PM
Department: Town Clerk
DOC ID: 30501

COMMUNICATION 2025-52 **REFERRED**

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

Letter from Sean Hopkins, Esq. regarding the proposed mixed-use project at 42-50 Dodge Road.

5/27/2025
Referred to Town Attorney, Planning & Engineering

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

May 20, 2025

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Sawyer's Landing Mixed-Use Project
Location: 42-50 Dodge Road
Applicant/Project Sponsor: Sawyers Landing LLC
File 10160.6

Dear Supervisor Kulpa:

This letter is being submitted for the purpose of requesting that the Town Board adopt the draft resolutions attached as Exhibit "1" during its upcoming meeting on Tuesday, May 27th for the purpose of consenting to the formation of the "Sawyer's Landing Sewage Works Corporation" and "Sawyer's Landing Water Works Corporation" in connection with proposed residential lots for townhomes for sale that will be serviced by privately owned infrastructure.

During its meeting on March 20, 2025, the Planning Board approved the Site Plan Amendment subject to conditions which includes the need for the Town Board to consent to the to the formation of the "Sawyer's Landing Sewage Works Corporation" and "Sawyer's Landing Water Works Corporation".

Please feel free to contact me at 716.510-4338 or via e-mail at shopkins@hsmlegal.com if you have any questions.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Jeff Burroughs, P.E., Town Engineer
Steve Bengart, Esq., Town Attorney
Daniel Howard, Planning Director

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Attachment: Kulpa-Ltr-05-20-25 (COM-2025-52 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

Scott Marshall, Senior Planner
Brad F. Randaccio, Esq.
Jon Barniak, Carmina Wood Design
Christopher Wood, P.E., Carmina Wood Design
William Severyn

Attachment: Kulpa-Ltr-05-20-25 (COM-2025-52 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

EXHIBIT 1

Attachment: Kulpa-Ltr-05-20-25 (COM-2025-52 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

CONSENT TO FORMATION OF SAWYER'S LANDING SEWAGE WORKS CORPORATION

WHEREAS, Brad F. Randaccio, 50 Fountain Plaza, Suite 1700, Buffalo, NY, 14202, is forming a sewage works corporation to be named Sawyer's Landing Sewage Works Corporation, under Article 10 – Section 115 of NY Transportation Corporations Law, and

WHEREAS, the purpose of this corporation is to engage in any lawful act or activity relating to sanitary sewer service for a mixed-use project at 42-50 Dodge Road, for which a sewage works corporation may be organized under NYS Transportation Corporations Law, and

WHEREAS, as a condition for the formation of the corporation, the controlling municipality needs to give its consent, and

WHEREAS, the Town Board of the Town of Amherst deems it is in the best interest of the Town to approve the formation of the Sawyer's Landing Sewage Works Corporation,

NOW, THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the Consent to Formation Letter, approving the formation of a sewage works corporation, to be known as the Sawyer's Landing Sewage Works Corporation, to engage in lawful acts or activities relating to sanitary sewer service for a mixed-use project to be located at 42-50 Dodge Road, which are allowed under Article 10 – Section 115 of NY Transportation Corporations Law.

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CONSENT TO FORMATION OF SAWYER'S LANDING WATER WORKS CORPORATION

WHEREAS, Brad F. Randaccio, 50 Fountain Plaza, Suite 1700, Buffalo, NY, 14202, is forming a sewage works corporation to be named Sawyer's Landing Water Works Corporation, under Article 10 – Section 40 of NY Transportation Corporations Law, and

WHEREAS, the purpose of this corporation is to engage in any lawful act or activity relating to sanitary sewer service for a mixed-use project at 42-50 Dodge Road, for which a sewage works corporation may be organized under NYS Transportation Corporations Law, and

WHEREAS, as a condition for the formation of the corporation, the controlling municipality needs to give its consent, and

WHEREAS, the Town Board of the Town of Amherst deems it is in the best interest of the Town to approve the formation of the Sawyer's Landing Water Works Corporation,

NOW, THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the Consent to Formation Letter, approving the formation of a sewage works corporation, to be known as the Sawyer's Landing Water Works Corporation, to engage in lawful acts or activities relating to sanitary sewer service for a mixed-use project to be located at 42-50 Dodge Road, which are allowed under Article 10 – Section 40 of NY Transportation Corporations Law.

Attachment: Kulpa-Ltr-05-20-25 (COM-2025-52 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)