Amherst Town Board

Regular Meeting of the Town Board

Minutes

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

Francina J. Spoth
Town Clerk

Monday, June 9, 2025 | **3:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Peter Voss

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

3:00 PM Meeting called to order on June 9, 2025 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Shawn Lavin	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Steven B. Bengart	Town of Amherst	Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Jennifer M. Adams	Town of Amherst	Interim Comptroller	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Robert McCarthy	Town of Amherst	Director of Human Resources	Present	
Emily Murphy	Town of Amherst	Assessor	Present	
Mark S. Berke	Town of Amherst	Building Commissioner	Present	

V. MINUTES APPROVAL

1. Tuesday, May 27, 2025

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Juneteenth

There will be an Executive Session to discuss the following item after the Town Board Meeting.

- Personnel Matter

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

VIII. DEVELOPMENT REVIEW ACTIONS

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. 9/11 Commemoration Committee

Membership is unlimited.

2. Amherst Committee on Disabilities

3. Amherst Community Diversity Commission

4. Amherst Conservation Advisory Council

5. Amherst Government Financial Advisory Board

6. Amherst Industrial Development Agency

Membership is full.

7. **Amherst Veterans Committee**

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

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

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

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

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

13. **Design Advisory Board**

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

15. **Employee Suggestion Review Committee**

16. **Energy Conservation Citizens Advisory Committee**

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

18. **Glen Park Joint Board**

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

20. **Information Technology Advisory Committee**

21. **Library Board of Trustees**

22. **Minority / Woman Owned Business**

23. **Open Government Advisory Board**

24. **Planning Board**
    Membership is full.

25. **Recreation Commission**

26. Recycling and Waste Committee

27. Senior Services Advisory Board

28. Traffic Safety Board

Membership is full.

29. Youth Board

Adult vacancies (6), Youth vacancies (0)

30. Zoning Board of Appeals

Membership is full.

X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 3:05 PM.

The following speakers addressed the Town Board:
Dan Gagliardo, Williamsville - possible Westwood golf course redesign
Mary Dormer, Getzville - Resolution 2025-554
John Trabert, 234 Mt Vernon Rd - Resolution 2025-554
Andrea Morgante, Getzville - history of Amherst Central Park project
Bill Blake, 147 Fairlawn Rd - Town borrowing & spending on Westwood
Ann Hurley, 942 Robin Rd - property complaint
Matt Plunkett, 299 Northill Dr - Westwood & Amherst Girls softball fields
Jane Cox, 4584 Harlem Rd - cars at Westwood
Kathy Aquilina, 215 Maple Rd - lack of mowing at 330 Maple Rd & Westwood
Joe Voytovich, 35 Bucyrus - Paradise Park Restrooms project

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 3:33 PM.

XI. CONSENT AGENDA

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

1. Resolution 2025-534

Fee Waiver – APD Vs. AHD Fundraising Event

WHEREAS, the Town of Amherst Police Department (APD) practices community policing, a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime; and

WHEREAS, the APD often partners with the Town of Amherst Youth & Recreation Department to host community policing events; and

WHEREAS, the APD and Amherst Highway Department will be hosting an event with the Youth & Recreation Department on Sunday, June 8th at the Northtown Center at Amherst in 2024; and

WHEREAS, the APD and Amherst Highway Department are accepting nonperishable items to be donated to the Tiger's Den Food Pantry and requests to hold this event at no cost to participants (minus ice fee); and

WHEREAS, the Youth & Recreation Department does not have the authority to waive fees for this event, estimated to be approximately $240.00, but supports this endeavor;

NOW THEREFORE, BE IT RESOLVED, that the Amherst Town Board waives admission fees at the Northtown Center at Amherst for the 2025 "APD vs Amherst Highway Department" event on Sunday, June 8, 2025 starting at 4 pm.

6/9/2025
A motion to approve was made by Councilmember Berger, seconded by Supervisor Kulpa and unanimously approved 5-0.

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

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2025-535

Town-Wide Centralized Security Improvements (Bond Resolution - $50,000)

AGENDA ITEM : JUNE 9th, 2025

TO: **Town Board**

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

DATE: **June 3, 2025**

RE: **Town-Wide Centralized Security Improvements**
2025-2030 C.I.P. – Project PO-2
Bond Resolution - $50,000

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 $50,000.00 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 – June 9, 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*)
Greg Huller, Captain, Town of Amherst Police Department (*w/attachments*)

6/9/2025

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

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

2. Resolution 2025-536

Permanent Easement and Right-Of-Way Agreement for Drainage (CRS #5586)

AGENDA ITEM : JUNE 9th, 2025

TO: **Town Board**

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

DATE: **June 3, 2025**

RE: **Permanent Easement and Right-of-Way Agreement For Drainage**
CRS #5586
Between Sachel, LLC and the Town of Amherst
Property Located At: 150 Creekside Drive, Amherst, New York 14228

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

Thank you.

SBB:nmb:hs
Attachment
c: Timothy Koller, Deputy Town Clerk, (*w/attachment*)
(**Agenda Item: June 9, 2025**)

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

B. TOWN CLERK:

1. Resolution 2025-537

Standard Work Day and Reporting Resolution

BE IT RESOLVED, that the Town of Amherst, location code 30045, hereby establishes the following standard work days for these titles and will report the officials to the New York State and Local Retirement System based on time keeping system records or their record of activities submitted by these officials to the Town Clerk.

See attached.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

2. Resolution 2025-538

New Firefighter for Getzville Fire Company

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

Andrew Goodlander
135 Old Lyme Dr #7
Williamsville, NY 14221

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2025-539

Amusement License - Power Yoga Buffalo

Request by Power Yoga Buffalo for a First Class Amusement License to hold an outdoor event at 4575 Main St. on July 12, 2025 from 1 PM to 5 PM.
Supervising Code Enforcement Officer recommends a fee of $25.00.

The following conditions apply:

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

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Resolution 2025-540

Fireworks - Country Club of Buffalo

Request for fireworks permit on July 4, 2025 at approximately 9:45 pm at Country Club of Buffalo, 250-309 Youngs Road, with the following conditions:

. That the spectators, parking areas and dwellings from the fireworks discharge location for vertical mortars. (maximum shell size - 5inches) shall be a minimum of 350 feet.

. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.

. The trajectory of shells shall not come within 25 feet of overhead objects.

. The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooters are Jerry Behlau and Audrey Behlau.

. Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.

. Crowds over 1000 people require a crowd managers as per the IFC.

. If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved to be approved by our office.

. The Amherst Town Board shall designate a time when the Fireworks display must conclude.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

5. Resolution 2025-541

Fireworks - Transit Vally Country Club

Request for fireworks permit on July 4, 2025 at approximately 9:45 pm at Transit Valley Country Club, 8920 Transit Road, with the following conditions:

. That the spectators, parking areas and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 350 feet.(Maximum shell size-5 inches)

. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.

. That trajectory of shells shall not come within 25 feet of overhead objects.

. The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooters: Matthew Sims, Karl Grohs.

. Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.

. Crowds over 1000 people require a crowd manager as per the IFC.

. If you would like to start the display earlier than the time proposed you must call (716)689-1212 before starting, and this time shall be approved by our office.

. The Amherst Town Board shall designate a time when the fireworks display must conclude.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

6. Resolution 2025-542

Fireworks - Park Country Club

Request for fireworks permit on July 4, 2025 at approximately 9:45PM at Park Country Club, 4949 Sheridan Drive, with the following conditions:

- That the spectators, parking areas, and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 560 feet. (Maximum shell size- 8 inch's)
- That one (1) 5-lb ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
- That trajectory of shells shall not come within 25 feet of overhead objects.
- That shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooters: Milton Surre, Steven Knapp, Joshua Knapp, Dennis Otto
- Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.
- Crowds over 1000 people require a crowd managers as per the IFC.
- If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved by our office.
- The Amherst Town Board shall designate a time when the Fireworks display must conclude.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

7. Resolution 2025-543

Fireworks - Park Country Club

Request for fireworks permit on June 28, 2025, at approximately 9:45PM at Park Country Club, 4949 Sheridan Drive, with the following conditions:

- That the spectators, parking areas, and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 560 feet. (Maximum shell size- 8 inches)
- That one (1) 5-lb ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
- That trajectory of shells shall not come within 25 feet of overhead objects.
- That shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooters: Milton Surre, Steven Knapp, Joshua Knapp
- Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.
- Crowds over 1000 people require a crowd managers as per the IFC.
- If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved by our office.
- The Amherst Town Board shall designate a time when the Fireworks display must conclude.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2025-544

Budget Transfers and Amendments

For June 9, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 06/04/2025
Re: Various Department Budget Transfers / Amendments

I have received the following request(s) requiring budget transfers and / or amendments. Based on my review, I ask that the Town Board approve the following list;

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
N2450.02785 TON Rehab- PI $4,500.00	N2450.4000 Contractual $4,500.00
N2453.02785 TON Admin- PI $500.00	N2453.4003 10% Admin $500.00

To recognize Community Development program income from 3248 Elmwood, Tonawanda.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

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2. Resolution 2025-545

2024 Financial Audit Acceptance

The Town Board is requested to formalize the acceptance of the audit report for the year ended 12/31/2024. Drescher & Malecki LLP presented the year end to the Town Board on May 12, 2025. The Financial Statements are available on the Town's website.

Please also accept the Statement of Changes in Cash Balances and Statements of Cash Receipts and Disbursements for the Senior Center, Town Clerk and Receiver of Taxes, Town Justices and Youth & Recreation, and NYS Department of Transportation Financial Assistance Schedules. Copies are available upon request.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

G. CONTRACT COMPLIANCE:

1. Resolution 2025-546

Approval to Extend Bid #2023019 Bottled Water - CRS #5562

WHEREAS, WB Mason Co., Inc. has agreed to hold pricing and extend the Bottled Water contract (original CRS #4138);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with WB Mason Co., Inc. through July 11, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with WB Mason Co., Inc.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

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2. Resolution 2025-547

Extension of Bid #2023010 Pump Parts & Repair - CRS #5567

WHEREAS, Xylem Dewatering has agreed to extend the contract for Pump Parts & Repair (Original CRS #3975);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Xylem Dewatering through May 6, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Xylem Dewatering; 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 6, 2025.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2025-548

Award Bid #2025021 Pool Chemicals - CRS #5582

WHEREAS, the Contract Compliance and Administration Department received bids on May 22, 2025 for Pool Chemicals; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Amrex Chemical Co., Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Amrex Chemical Co., Inc.; and

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

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Resolution 2025-549

Award NYS OGS Mini Bid #2025022 Two (2) Chevrolet Silverados with Plows - CRS #5600

WHEREAS, the Contract Compliance and Administration Department issued Mini-Bid #2025022 through NYS OGS for the purchase of two (2) Chevrolet Silverado 2500 trucks with plows for the Highway Department; 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 Joe Basil Chevrolet, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Joe Basil Chevrolet, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we have 10 days to award an OGS mini bid.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

L. FINANCE:

M. HIGHWAY:

1. Resolution 2025-550

Maintenance Materials Bid Part 2 Sections 9-16

The Highway Department respectfully requests that the Purchasing Maintenance Materials bids, Section 9 through 16 be awarded to the lowest bidders within specifications as follow:

SECTION 9
Pipe, Fittings, Couplers and Flexible Ferncos

9-1 CRS# 5608 Core & Main
9-2 CRS# 5599 Niagara Precast

SECTION 10
Geo-Textile Material, ADA Detectable Surface Tile and Barrier Blocks (Jersey Barricades)

10-1 CRS# 5609 Airtite Wholesale Building Materials

SECTION 11
Precast concrete Manholes, Round frames/covers. Precast Catchbasins, Barrier Blocks, Rectangular Frames/Grates and Manhole Rings

11-1 CRS# 5613 Kistner Concrete Products
11-2 CRS# 5614 Bihr Landscape Inc
11-3 CRS# 5615 FW Webb

SECTION 12
Sign Material (Alum Sheeting), Stop Signs & Poles, 3M Products, Traffic Control Equipment and Traffic Safety Signs Etc.

12-1 CRS# 5616 Eberl Iron Works Inc
12-2 CRS# 5617 Vulcan Signs
12-3 CRS# 5618 Eastern Metal of America
12-4 CRS# 5619 Northeast Signal
12-5 CRS# 5620 Traffic Systems

SECTION 13
Concrete Building Materials (Brick/Block/Mortar)

13-1 CRS# 5621 Upstate / Scrantons Builders Supply

SECTION 14
Bikepath and Trailway Rehabilitation

14-1 CRS# 5622 Amherst Paving Inc
14-2 CRS# 5623 Milherst Construction Inc

SECTION 15 – No Bids

SECTION 16
Plant Mixed Concrete and controlled low strength materials9clsm) flowable fill

16-1 CRS# 5624 Holcim Quarries Inc
16-2 CRS# 5625 NESL Co Inc

Approval is subject to successful completion of the Contract Routing System, as the Town is currently without a contract for these items.

6/9/2025
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion was then made by Supervisor Kulpa to amend, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

2. Resolution 2025-551

ECWA - Utility Work Permit – 72 Fairwoods Drive

Kindly adopt a resolution:

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

Thank you.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

N. HUMAN RESOURCES:

1. Resolution 2025-552

Messenger/Amherst Town Court

Please appoint a Messenger to the Amherst Town Court. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 10, 2025 at an hourly rate of $16.25, Grade 2, Step A for Nicole Olesko.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

O. INFORMATION TECHNOLOGY:

1. Resolution 2025-553

GIS Services with Geocove, Inc. CRS #5601

TO: Town Board

FROM: David Willer, Director of Information Technology

DATE: June 9th, 2025

RE: GIS Services with Geocove, Inc.

Kindly adopt a resolution authorizing the Supervisor to execute the attached Agreement pending successful completion of the Contract Routing System. The Town has requested consulting services from Geocove, Inc. to address the following technical areas: GIS software licensing, Town staff training, enterprise management, and GIS data migration.

Funding for this agreement is available through the IT Department's Professional Services budget.

Thank you.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

P. PLANNING:

1. Resolution 2025-554

SEQR Lead Agency Concurrence – Willowdale Park/Amherst Central Park (772 North Forest Road, 385 & 391 Maple Road)

WHEREAS, pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA), on May 13, 2025 the Town of Amherst received a solicitation for Lead Agency status from the Erie County Legislature, acting through the Erie County Department of Environment and Planning for the Action known as Willowdale Park/Amherst Central Park - County/Town Partnership, and

WHEREAS, the Action consists of, but is not limited to land transfer and renovation and redevelopment of the former Westwood Country Club property into a public park through an Intermunicipal Agreement between the Town and County and an Agreement with the New York State Department of Environmental Conservation, and

~~WHEREAS, that this Town Board as a SEQR Involved Agency has reviewed the Full Environmental Assessment Form Part 1 and proposed redevelopment plan, now therefore be it~~

RESOLVED, that the Town Board concurs with Erie County assuming Lead Agency status for this Action.

6/9/2025
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion was then made by Councilmember Berger to amend, seconded by Councilmember Marinucci and unanimously approved 5-0. Amendment adds the strikethrough. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

Q. POLICE:

1. Resolution 2025-555

Auction of Police Department Surplus Equipment

TOWN BOARD AGENDA ITEM: JUNE 9, 2025

To: Town Board

From: Scott P. Chamberlin, Chief of Police

Re: Auction of Police Department Surplus Equipment

Kindly adopt a resolution authorizing the Police Department to take the following vehicles and equipment out of service and allow for their sale at auction:

Police Department Vehicles to be sold at auction:

Year/Make/Model	VIN Number	Estimated Value
1999 Harley-Davidson TPI Motorcycle	1HDIFMW10XY613059	$7,000.00
1999 Harley-Davidson TPI Motorcycle	1HDIFMW16XY612949	$7,000.00
2006 Royal Carry-on Truck Trailer	5LABE18246M079203	$5,500.00

Police Department Equipment to be sold at auction:

{See attached list for equipment breakdown}

Upon the sale of the above items, proceeds will be placed into the Police Department Auction Revenue account A 3120.02617.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: June 9, 2025)**

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

R. SENIOR SERVICES:

1. Resolution 2025-556

Erie County Senior Services- CSE/CM CRS #5568

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

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

S. SEWER/PLANT 16:

1. Resolution 2025-557

Auction of WPCF Division Vehicles and Surplus Equipment Auctions International, Inc.

The Engineering Department, WPCF division is requesting to participate in the Auctions International online auction to dispose of old and surplus equipment. A list of vehicles and equipment is attached.

Proceeds from the auctioned equipment will be deposited into the sanitary sewer revenue account.

The online auctions are on-going with Auctions International, Inc; 11167 Big Tree Road, East Aurora, NY, 14052. The Town of Amherst will not be charged for selling and advertising.

May we please have the approval to place the listed equipment in the auction and dispose of these items?

Thank you for considering this request.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-558

WPCF – OSHA Required Safety Certification Training Dival Safety Equipment, Inc. CRS - 5569

The Engineering Department-Water Pollution Control Facility Division is currently seeking Town Board approval to authorize the Supervisor to sign the attached agreement with Dival Safety Equipment, Inc. This would be for the training services listed on the attached quote dated April 07, 2025 with a cost of $4,445.00. This contract will be valid from date of Town Board Approval by the Town of Amherst through December 31, 2025.

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

Funds for this request are available in G9916-4870

Thank you for considering this request.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2025-559

Westside Interceptor Relief Pump Station Utility Pole # 3826 Relocation by National Grid CRS #5610 Town of Amherst Job No. 2019.038

We are requesting authorization to proceed with payment to National Grid for the relocation of utility pole #3826 at 3850 Rensch Road, approximately 30 feet from its current location, as outlined in their attached proposal in the amount of $21,540.82. This relocation is required prior to the start of construction on the Westside Interceptor Pump Station.

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

May we have your approval to award national grid, the above referenced contract?. This request is pending successful contract review process.

Thank you for considering this request.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Resolution 2025-560

Payment of Vendor Invoice Temp-Press Inc.

The Engineering Department-Water Pollution Control Facility Division is requesting Town Board approval to authorize the payment of a $1,792.00 invoice to Temp-Press Inc. This invoice covers the procurement of an alternative tank level sensing technology that was originally installed on a trial basis to determine efficacy of the technology.

Funds for this request are available in G9916-2600.

Thank you for considering this request.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

T. YOUTH AND RECREATION:

1. Resolution 2025-561

Northtown Center Water Treatment - CRS #5465

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and M.I.S. of America, Inc. for chemical treatment of the water towers at the Northtown Center at Amherst, pending successful completion of the contract routing process.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

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2. Resolution 2025-562

Evaluation Services - CRS #5627

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Catalyst Research, LLC for required evaluation services for the town's Drug Free Communities grant, pending successful completion of the contract routing process.

6/9/2025

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

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2025-53

Request for Public Hearing - 46-84 South Linden Street

Request from Jeffery Palumbo, Esq. for a public hearing with respect to rezone 46-84 South Linden Street from R-3 to MFR-5.

This hearing has been scheduled for July 21st.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Communication 2025-54

Getzville Fire Company - Fee Waiver Request

Request from Getzville Fire Company for building permit fee waivers related to an upcoming station renovation. The Building Commissioner response is attached.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

3. Communication 2025-55

Newman Center Request for Fee Waiver

Request from the Newman Center seeking a waiver of the tent permit fee for their 49th annual Chicken Barbecue on Sunday, August 10, 2025.

Response from the Building Commissioner is attached.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Communication 2025-56

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

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

6/9/2025
A motion to refer to the Town Attorney and to request a resolution to be placed on next Town Board agenda was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

5. Communication 2025-57

Correspondence from Sean Hopkins, Esq - 4780 Sheridan Drive

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

6/9/2025
A motion to refer to the Town Attorney and to request a resolution to be placed on next Town Board agenda was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

6. Communication 2025-58

Notice of Claim: the Cincinnati Insurance Companies A/S/O Sherry Frost Vs. Town of Amherst

6/9/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

7. Communication 2025-59

Notice of Claim: Shantae Favors Vs. Town of Amherst Et Al.

6/9/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

8. Communication 2025-60

Notice of Petition & Verified Petition: Marc Digiore Vs. Town of Amherst Zoning Board of Appeals

6/9/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

9. Communication 2025-61

Summons and Complaint: Nancy Kidder & Richard Kidder Vs. Town of Amherst

6/9/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

XVI. PUBLIC IMPROVEMENT PERMITS

1. Resolution 2025-563

Private Improvement Permit No. 3156 Waterline – 669 Youngs Road 2010.083A/SP-2024-04

Attached please find an application for a Waterline Private Improvement Permit properly filled out. The permit fee and inspection costs amount to $4,400.00.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $4,250.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3156.

Thank you for considering this request.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

XVII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 3:51 PM.

The following speakers addressed the Town Board:
Karen Howard, 194 Roycroft Dr - Resolution 2025-554
John Trabert, 234 Mt Vernon Rd - Resolution 2025-554 & 535
Dave Howard, 194 Roycroft Dr - Bailey Avenue proposed center
Matt Plunkett, 299 Northill Dr - lack of Town 4th of July fireworks
Christina Coyle-Lenz, 64 Chateau Ter E - streetlight issues on Chateau
Kathy Aquilina, 215 Maple Rd - Resolution 2025-554

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 4:03 PM.

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, at 4:11 PM Supervisor Kulpa moved to adjourn to Executive Session, seconded by Councilmember Berger and unanimously approved 5-0.

At 4:22 PM, a motion to exit the Executive Session was made by Councilmember Berger, seconded by Councilmember Szukala and unanimously approved 5-0. A motion to adjourn the Town Board meeting was made by Councilmember Berger, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

The Town Board meeting of June 9, 2025 was adjourned at 4:23 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Board
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 30552 **RESOLUTION 2025-534** **ADOPTED**

Fee Waiver – APD Vs. AHD Fundraising Event

WHEREAS, the Town of Amherst Police Department (APD) practices community policing, a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime; and

WHEREAS, the APD often partners with the Town of Amherst Youth & Recreation Department to host community policing events; and

WHEREAS, the APD and Amherst Highway Department will be hosting an event with the Youth & Recreation Department on Sunday, June 8th at the Northtown Center at Amherst in 2024; and

WHEREAS, the APD and Amherst Highway Department are accepting nonperishable items to be donated to the Tiger's Den Food Pantry and requests to hold this event at no cost to participants (minus ice fee); and

WHEREAS, the Youth & Recreation Department does not have the authority to waive fees for this event, estimated to be approximately $240.00, but supports this endeavor;

NOW THEREFORE, BE IT RESOLVED, that the Amherst Town Board waives admission fees at the Northtown Center at Amherst for the 2025 "APD vs Amherst Highway Department" event on Sunday, June 8, 2025 starting at 4 pm.

6/9/2025
A motion to approve was made by Councilmember Berger, seconded by Supervisor Kulpa and unanimously approved 5-0.

FINANCIAL IMPACT:

Loss of revenue of $240.00 to A7253

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

CHARITY COMMUNITY HOCKEY GAMI



VS



AMHERST POLICE vs AMHERST HIGHWAY DEPARTMENT

SUNDAY JUNE 8TH 4PM

NORTHTOWN CENTER OLYMPIC RINK

ADMISSION: NONPERISHABLE GOODS OR PAPER PRODUCTS

ex. Canned goods, soup, spaghetti sauce, diced or crushed tomatoes, cooking oil

DONATIONS WILL BE GIVEN TO LOCAL FOOD PANTRY TIGER'S DEN TO BENEFIT FAMILIES IN THE AMHERST AREA

TIGER'S DEN
Food Pantry

Attachment: CHARITY COMMUNITY HOCKEY GAME (RES-2025-534 : Fee Waiver – APD Vs. AHD Fundraising Event)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30530 **RESOLUTION 2025-535** **ROLL CALL VOTE (ADOPTED)**

Town-Wide Centralized Security Improvements (Bond Resolution - $50,000)

AGENDA ITEM : JUNE 9th, 2025

TO: **Town Board**

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

DATE: **June 3, 2025**

RE: **Town-Wide Centralized Security Improvements**
2025-2030 C.I.P. – Project PO-2
Bond Resolution - $50,000

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 $50,000.00 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 – June 9, 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*)
Greg Huller, Captain, Town of Amherst Police Department (*w/attachments*)

6/9/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. A motion to approve the Bond

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

FINANCIAL IMPACT:

Bond Resolution - $50,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM May 20, 2025

TO: Captain Gregg Huller, Police Department

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

RE: SEQR Determination
Town – Wide Centralized Security Improvements
2025-2030 C.I.P. Project PO-2

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5 (c)(1)&(9) Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\05_20_2025_PO-2_Town Wide Centralized Security Improvements.docx

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

Attachment: 05_20_2025_PO-2_Town Wide Centralized Security Improvements (RES-2025-535 : Town-Wide Centralized Security Improvements

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

June 9, 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 June 9, 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-2025-535 : Town-Wide Centralized Security Improvements (Bond Resolution - $50,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JUNE 9, 2025, AUTHORIZING TOWN-WIDE CENTRALIZED SECURITY IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $50,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $50,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake Town-wide centralized security improvements as described in the map, plan and report dated May 2025, prepared by the Town Police Department (2025-2030 Capital Improvement Program Project PO-2). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $50,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $50,000 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 $50,000 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-2025-535 : Town-Wide Centralized Security Improvements (Bond Resolution - $50,000))

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 $50,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 25 of the Law, is ten (10) years.

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

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

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

Attachment: CertBondReso (RES-2025-535 : Town-Wide Centralized Security Improvements (Bond Resolution - $50,000))

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-2025-535 : Town-Wide Centralized Security Improvements (Bond Resolution - $50,000))

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-2025-535 : Town-Wide Centralized Security Improvements (Bond Resolution - $50,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on June 9, 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 JUNE 9, 2025, AUTHORIZING TOWN-WIDE CENTRALIZED SECURITY IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $50,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $50,000 TO FINANCE SAID APPROPRIATION,"

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

FIRST: AUTHORIZING said Town is authorized to undertake Town-wide centralized security improvements as described in the map, plan and report dated May 2025, prepared by the Town Police Department (2025-2030 Capital Improvement Program Project PO-2); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $50,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $50,000 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 $50,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is ten (10) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

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

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-2025-535 : Town-Wide Centralized Security Improvements (Bond Resolution - $50,000))

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

DATED: June 9, 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-2025-535 : Town-Wide Centralized Security Improvements (Bond Resolution - $50,000))

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-2025-535 : Town-Wide Centralized Security Improvements (Bond Resolution - $50,000))

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 June 9, 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 June, 2025.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2025-535 : Town-Wide Centralized Security Improvements (Bond Resolution - $50,000))

Attachment: MPR 2025 PO-2 Town-Wide Centralized Security Improvements (RES-2025-535 : Town-Wide Centralized Security Improvements

Town of Amherst Police Department

Town-Wide Centralized Security Improvements

2025-2030 C.I.P

PO-2

Map, Plan & Report

May 2025

CONTENTS:

- Approved 2025-2030 CIP Project PO-2
- Proposed Scope of Improvements
- Financial Summary / Taxation Summary
- SEQR Determination

TOWN OF AMHERST POLICE DEPARTMENT
Town-Wide Centralized Security Improvements

APPROVED 2025-2030 CIP:

Police - $2,680														
PO-1	**Police Dispatch Expansion** Design and construction of a dispatch / communication center with construction covered by State and Federal grant funds (Assy. McMahon - $750K, requesting an additional $300K in funding).	100 LA	750 F/S *300 F/S*											$1,150
PO-2	**Town-Wide Centralized Security Impr.** Security and building improvements such as security camera upgrades, access control system improvements, physical barriers / fencing and fixtures.	50 LA		50 LA		50 LA		50 LA		50 LA		50 LA		$300
PO-3	**Police Information Technology Improvements** Upgrade to police building IT servers, network infrastructure and phone system.			175 LA										$175
PO-4	**APD Building Improvements** Engineering, planning and design, and construction to begin replacement of all windows and sills over a multi-phased project.					330 LA		330 LA						$660
PO-5	**Police & Court Roof Improvements Phase 2** Complete phase 2 of the roofing project for the shared Amherst Court and Police maintenance garage.			395 LA										$395

Attachment: MPR 2025 PO-2 Town-Wide Centralized Security Improvements (RES-2025-535 : Town-Wide Centralized Security Improvements

TOWN OF AMHERST POLICE DEPARTMENT
Town-Wide Centralized Security Improvements

Attachment: MPR 2025 PO-2 Town-Wide Centralized Security Improvements (RES-2025-535 : Town-Wide Centralized Security Improvements

PROPOSED SCOPE OF IMPROVEMENTS:

The Town of Amherst Police Department is chiefly responsible for providing adequate safety and security for the residential tax base as well as town employees while town-related business and activities are conducted at town-owned facilities and throughout the town. The scope of this project contains funding for additional safety and security measures as outlined by the Police department. These measures are anticipated to include the following measures and improvements.

Security Camera System Upgrades:

To date, the Police Department has developed a robust security camera network system made up of controls, communication facilities, and the cameras themselves. The system network is fully complete and functional but consists of only a small number of cameras. With the intent to serve and protect more town-owned facilities and areas of town, the fully scalable system needs to be expanded and upgraded with additional technology and capabilities. In an effort to address the required expansion and upgrade of the existing camera system, a number of improvements will be completed. A thorough analysis of the town and each town-owned facility will be conducted in an effort to determine a priority list of needs based on exposure and threat level. Based on those priorities, the existing system will be expanded with new cameras and technology, to be installed at several town-owned facilities and in areas of need throughout the town. This may include License Plate Recognition (LPR) devices, security cameras, and other electronic security-related technology. As needed, and in order to accommodate the new upgrades, the network serving the cameras and security-related technology may also require improvements and/or upgrades. Ancillary building improvements to town-owned facilities will also be made as needed in an effort to accommodate new cameras and/or network improvements.

The project will include the ability to maintain the installed infrastructure thru regular troubleshooting and repair contracts.

Access Control System Improvements:

The existing access control system employed by the Town of Amherst Police Department is currently in use within Town Hall, Police Headquarters and Court Facilities. That system was designed as a scalable centralized system which could be expanded in an effort to provide safe, secure and reliable access control on a town-wide basis for numerous town-owned facilities. The system is largely key and key-fob based and provides for computer-controlled security of doors and barriers within town-owned facilities. That system will be expanded as-needed in an effort to broaden the scope of security over other town-owned facilities as dictated by a needs assessment to be conducted by the Police Department.

The project will include the ability to maintain the installed infrastructure thru regular troubleshooting and repair contracts.

TOWN OF AMHERST POLICE DEPARTMENT
Town-Wide Centralized Security Improvements

Physical Security Barriers / Fencing and Fixture Improvements:

Based on a Police Department needs assessment, all town-owned facilities will be prioritized based on their need for additional physical barriers and/or fencing and/or fixture improvements. These barriers typically include fencing but may also include motorized gates and/or physical impediments. As needed and in most cases, these additional security measures will provide benefit by providing an additional layer of perimeter control over town-owned facilities.

The project will include the ability to maintain the installed infrastructure thru regular troubleshooting and repair contracts.

FINANCIAL SUMMARY:

As per the above, the scope of this project will include a mix of equipment, hardware and software control replacements and improvements. The project scope described above will be designed, bid and constructed during 2025. The above project will be bonded against the Town of Amherst General Fund at a total project cost of $50,000.00, financed entirely with serial bonds. The improvements provided within the scope of this project will have a minimum life cycle of 10 years.

Construction	$49,750.00
Legal/Admin	$250.00
Total Bond	$50,000.00

TAXATION SUMMARY:

Total Bond Amount	$50,000 (General Fund)
Bond Term	10 Years
Annual Tax Impact	$0.0035 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$1.1940 per $346,000 AV at 100% Equalization

SEQR DETERMINATION:

See attached memo from the Amherst Planning Department.

Attachment: MPR 2025 PO-2 Town-Wide Centralized Security Improvements (RES-2025-535 : Town-Wide Centralized Security Improvements

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM May 20, 2025

TO: Captain Gregg Huller, Police Department

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

RE: SEQR Determination
Town – Wide Centralized Security Improvements
2025-2030 C.I.P. Project PO-2

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5 (c)(1)&(9) Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\05_20_2025_PO-2_Town Wide Centralized Security Improvements.docx

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

Attachment: MPR 2025 PO-2 Town-Wide Centralized Security Improvements (RES-2025-535 : Town-Wide Centralized Security Improvements

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30531 **RESOLUTION 2025-536** **ADOPTED**

Permanent Easement and Right-Of-Way Agreement for Drainage (CRS #5586)

AGENDA ITEM : JUNE 9th, 2025

TO: **Town Board**

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

DATE: **June 3, 2025**

RE: **Permanent Easement and Right-of-Way Agreement For Drainage**
CRS #5586
Between Sachel, LLC and the Town of Amherst
Property Located At: 150 Creekside Drive, Amherst, New York 14228

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

Thank you.

SBB:nmb:hs
Attachment
c: Timothy Koller, Deputy Town Clerk, (*w/attachment*)
(**Agenda Item: June 9, 2025**)

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

Attachment: Permanent Drainage Easement 5-21-2025 (RES-2025-536 : Permanent Easement and Right-Of-Way Agreement for Drainage (CRS#

PERMANENT EASEMENT & RIGHT OF WAY AGREEMENT
FOR DRAINAGE

THIS INDENTURE made this ____ day of _____, 2025 is by and between **SACHEL, LLC,** a New York limited liability company with an office at 150 Creekside Drive, Amherst, New York 14228, the Party of the First Part, and the **TOWN OF AMHERST,** a municipal corporation organized and existing under the laws of the State of New York, maintaining an office at 5583 Main Street Williamsville, New York, 14221, the Party of the Second Part,

WITNESSETH:

That the Party of the First Part, for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States of America, and other good and valuable consideration, paid by the Party of the Second Part, the receipt of which is hereby acknowledged, DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND RELEASE to the Party of the Second Part, a twenty (20) foot wide permanent easement and right-of-way on, over, under, through and along the real property of the Party of the First Part commonly known as and located at 150 Creekside Drive, Amherst, New York 14228, and more particularly described in the legal description attached hereto as **Exhibit A**, for the purpose of constructing, maintaining, using, operating, repairing, reconstructing, replacing, renewing and inspecting the Town Ditch #2, a portion of which is shown on the Exhibit Map attached hereto as **Exhibit B**, as the Party of the Second Part may deem necessary or desirable.

The Party of the Second Part shall have free ingress and egress to the above-mentioned permanent easement and right-of-way, more particularly described in the legal description attached hereto as **Exhibit C**, for all of the purposes of the permanent easement and right-of-way.

RESERVING, HOWEVER, to the Party of the First Part the use of the permanent easement and right-of-way except for the erection of buildings, fences or other structures or the planting of trees or shrubs on the permanent easement and right-of-way, provided the use shall not, in the opinion of the Party of the Second Part, interfere with the rights granted herein.

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

AND, the Party of the First Part covenants as follows:

FIRST: That the Party of the First Part hereby releases the Party of the Second Part from encumbrances and all claims for damage, from whatsoever cause, incidental to the exercise of any of the rights herein granted at any time hereafter, however, the Party of the Second Part agrees to reasonably restore the property within a reasonable period of time to the substantially same condition that existed prior to the Party of the Second Part's entrance on to the easement.

SECOND: That the Party of the First Part does hereby covenant with the Party of the Second Part that it is lawfully seized and possessed of the real property described above, that it has a good and lawful right to convey it,

and any part thereof, including the rights conveyed by this instrument, and that it will forever warrant and defend the title thereto against claims of all persons whomsoever.

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

FOURTH: That the Party of the Second Part shall quietly enjoy the permanent easement and right-of-way.

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

SACHEL, LLC

By: _____
Jeffrey D. Zimmer, Manager

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

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

On the __ day of _____, 2025, before me, the undersigned, personally appeared Jeffrey D. Zimmer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

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

On the _____ day of _____, 2025, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

0000581/0003106/647997.1

Attachment: Permanent Drainage Easement 5-21-2025 (RES-2025-536 : Permanent Easement and Right-Of-Way Agreement for Drainage (CRS#

Attachment: Permanent Drainage Easement 5-21-2025 (RES-2025-536 : Permanent Easement and Right-Of-Way Agreement for Drainage (CRS#

Exhibit A
Full Legal Description

ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Amherst, County of Erie and State of New York, being part of Lot 39, Township 12, Range 7 of the Holland Land Company's survey, bounded and described as follows:

BEGINNING at a point on the north line of Creekside Drive, distant 1425.28 feet west of the southeast corner of Lot 39, Township 12, Range 7, as measured along the said north line of Creekside Drive;

THENCE westerly along the north line of Creekside Drive a distance of 177.50 feet to an angle point therein;

THENCE continuing westerly along the north line of Creekside Drive at an exterior angle of 171°28'39", a distance of 59.07 feet to a point;

THENCE northerly at an interior angle of 90°00'00", a distance of 266 feet more or less to a point on the centerline of Town Ditch No.2;

THENCE northeasterly along the centerline of said Town Ditch No.2 a distance of 308 feet more or less to a point on a line drawn northerly and parallel with the west line of the premises described herein through the point of beginning;

THENCE southerly along said parallel line, a distance of 491 feet more or less to the Point of Beginning.

Exhibit B
Exhibit Map

Attachment: Permanent Drainage Easement 5-21-2025 (RES-2025-536 : Permanent Easement and Right-Of-Way Agreement for Drainage (CRS#

Attachment: Permanent Drainage Easement 5-21-2025 (RES-2025-536 : Permanent Easement and Right-Of-Way Agreement for Drainage (CRS#

Exhibit C
Easement Area Description

ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Amherst, County of Erie and State of New York, being part of Lot 39, Township 12, Range 7 of the Holland Land Company's survey, being a 20' wide public drainage easement bounded and described as follows:

COMMENCING at a point on the north line of Creekside Drive, distant 1425.28 feet west of the southeast corner of Lot 39, Township 12, Range 7, as measured along the said north line of Creekside Drive, said point being the southeast corner of lands now or formerly conveyed to Sachel LLC, by Liber 11358, page 6298;

THENCE northerly at an angle in the northwest quadrant of 81°28'39" along the east line of said lands conveyed to Sachel LLC, a distance of 464.8 feet to the Point of Beginning;

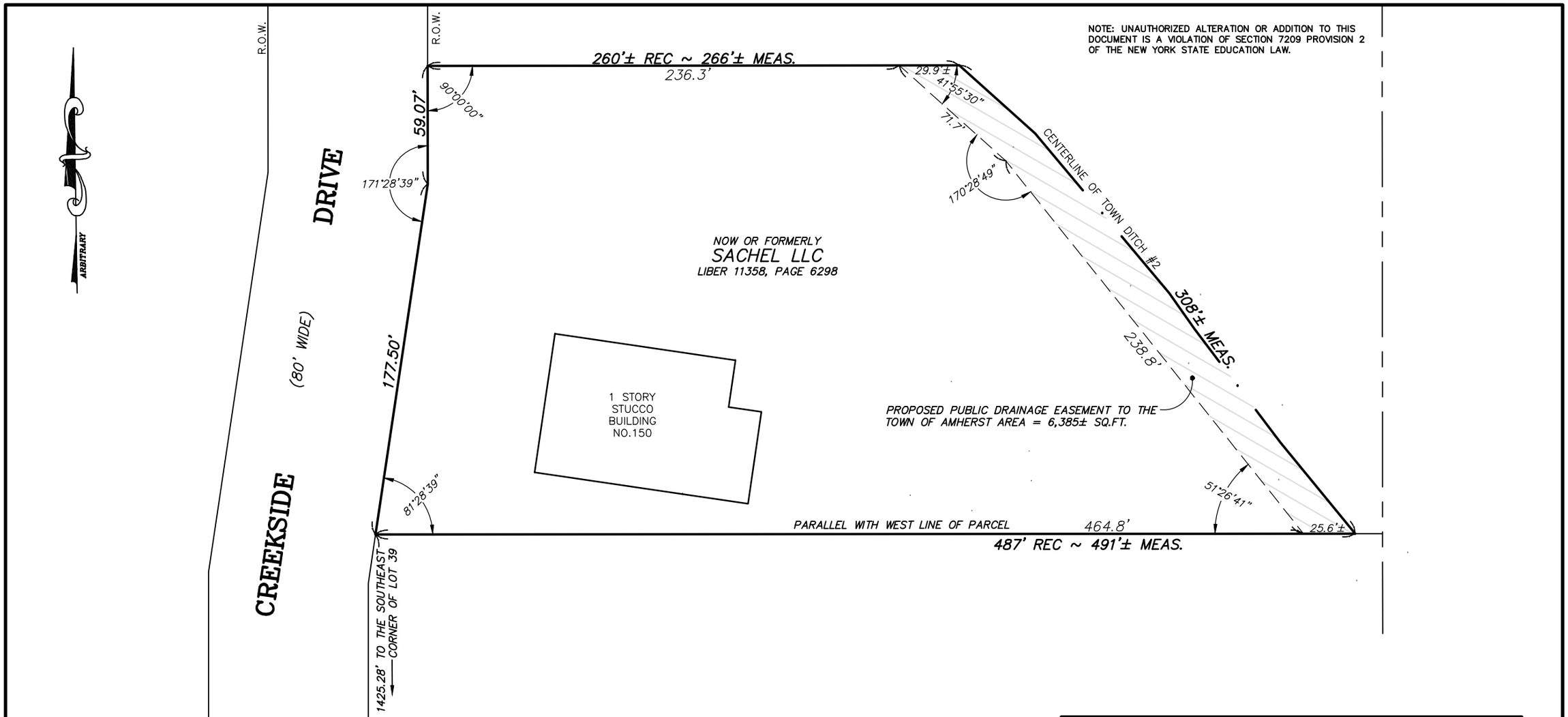
THENCE southwesterly at an exterior angle in the southwest quadrant of 51°26'41", a distance of 238.8 feet to an angle point therein;

THENCE continuing southwesterly at an exterior angle is the southeast quadrant of 170°28'49", a distance of 71.7 feet to a point on the west line of said lands conveyed to Sachel LLC;

THENCE northerly along said west line of Sachel LLC, at an interior angle in the northeast quadrant of 41°55'30", a distance of 29.9 feet more or less to a point in the centerline of Town Ditch No.2, being the northwest corner of said lands conveyed to Sachel LLC;

THENCE northeasterly along the centerline of said Town Ditch No.2 and the north line of Sachel LLC, a distance of 308 feet more or less to the northeast corner of said lands conveyed to Sachel LLC;

THENCE southerly along the east line of said lands conveyed to Sachel LLC, a distance of 25.6 feet more or less to the Point of Beginning, containing 6,385 square feet more or less.



DATE	REVISION/TYPE

EXHIBIT MAP
TOWN OF AMHERST PUBLIC DRAINAGE EASEMENT

PART OF LOT 39, TOWNSHIP 12, RANGE 7
HOLLAND LAND COMPANY'S SURVEY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

GPI ENGINEERING, LANDSCAPE ARCHITECTURE & SURVEYING, LLP
ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
4950 GENESEE STREET, SUITE 100
BUFFALO, NEW YORK 14225
(716) 633-4844 FAX 633-4940

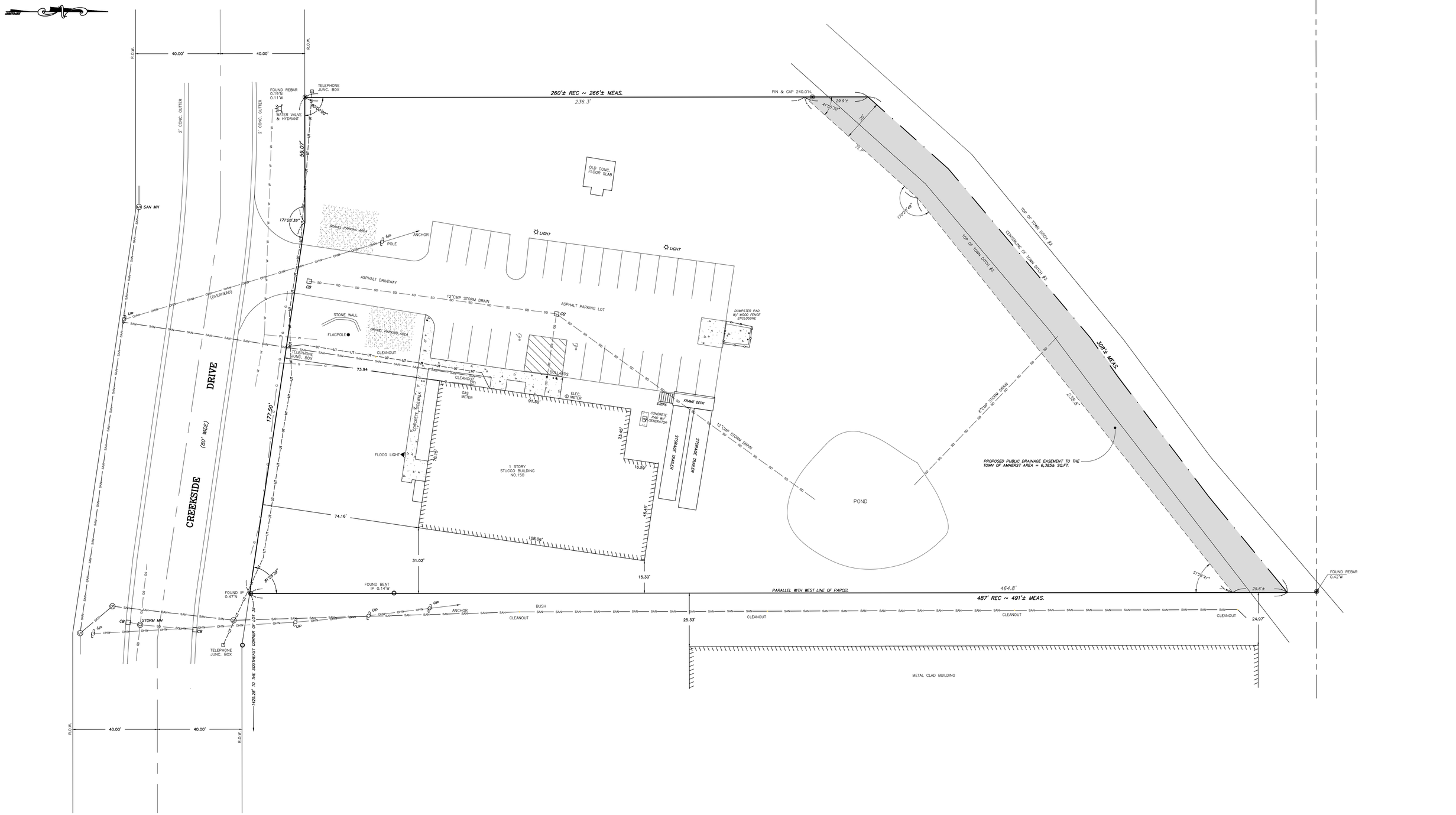
Job No. 7831 Date: SURVEY DATE
Scale: 1" = 20' TAX No.

Attachment: Exhibit Map 03037-DRAINAGE EASEMENT-5-15-25 150 Creekside (RES-2025-536 : Permanent

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

● SET OR EX. 5/8" REBAR

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



DATE	REVISION/TYPE

SURVEY OF
PART OF LOT 39, TOWNSHIP 12, RANGE 7
HOLLAND LAND COMPANY'S SURVEY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

GPI ENGINEERING, LANDSCAPE ARCHITECTURE & SURVEYING, LLP
ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
4950 GENESEE STREET, SUITE 100
BUFFALO, NEW YORK 14225
(716) 633-4844 FAX 633-4940

Job No. 3037-GPI Date: MARCH 25, 2025
Scale: 1" = 20' TAX No. 26.03-4-5

Attachment: 150 Creekside Survey 03037-GPI-5-15-25 (RES-2025-536 : Permanent Easement and Right-Of-Way Agreement for Drainage (CRS# 5586))

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30534 **RESOLUTION 2025-537** **ADOPTED**

Standard Work Day and Reporting Resolution

BE IT RESOLVED, that the Town of Amherst, location code 30045, hereby establishes the following standard work days for these titles and will report the officials to the New York State and Local Retirement System based on time keeping system records or their record of activities submitted by these officials to the Town Clerk.

See attached.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

13.B.1.a

Attachment: DOC060425-060420250944 14 (RES-2025-537 : Standard Work Day and Reporting Resolution)

Offi

NYSLRS
New York State and Local Retirement System
110 State Street, Albany, New York 12244-0001

Please type or print clearly in blue or black ink

Employer Location Code

3	0	0	4	5

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev.12/23)

Packet Pg. 60

BE IT RESOLVED, that the Town of Amherst / 30045 hereby established the following standard work days for these titles and will

(Name of Employer) (Location Code)

report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
			See Attached				☐		☐
							☐		☐
							☐		☐
Appointed Officials:									
			See Attached				☐		☐
							☐		☐
							☐		☐

I, Francina J. Spoth (Name of Secretary or Clerk), secretary/clerk of the governing board of the Town of Amherst (Name of Employer), of the State of New York,

(Circle one)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the _____ day of _____, 20____ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Amherst (Name of Employer) on this _____ day of _____, 20_____,

_____. (Signature of Secretary or Clerk)

Affidavit of Posting: I, Francina J. Spoth (Name of Secretary or Clerk) being duly sworn, deposes and says that the posting of the Resolution began on _____ (Date) and continued for at least 30 days. That the Resolution was available to the public on the:

- ☑ Employer's website at: www.amherst.ny.us
- ☐ Official sign board at: _____
- ☐ Main entrance Secretary or Clerk's office at:

(seal)

(for additional rows, attach a RS 2417-B form.)

13.B.1.a

Attachment: DOC060425-060420250944 14 (RES-2025-537 : Standard Work Day and Reporting Resolution)

Offici

NYSLRS

New York State and Local Retirement System

110 State Street, Albany, New York 12244-0001

Please type or print clearly in blue or black ink

Employer Location Code

3 0 0 4 5

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials Continuation Form

RS 2417-B

(Rev.04/20)

Packet Pg. 61

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Jeffrey E. Marion			Town Justice	01/07/25 - 12/31/25	7	23.29	☐	Bi-weekly	☐
							☐		☐
Michael Szukala			Councilmember	01/01/24 - 12/31/27	6	5.19	☐	Bi-weekly	☐
							☐		☐
Angela J. Schnell			Councilmember	01/01/24 - 12/31/27	6	5.75	☐	Bi-weekly	☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
Appointed Officials:									
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐

TOWN OF AMHERST
JUSTICE COURT
ERIE COUNTY, NEW YORK
400 JOHN JAMES AUDUBON PKWY. AMHERST, NEW YORK 14228 716 – 689-4200 FAX – 689-42

May 22, 2025

Elected Officials Record of Activities
Submitted: May 22, 2025

By signing below, I attest to the accuracy of the information provided in the attached documents(s).

Respectfully,

Jeffrey E. Marion
Amherst Town Justice

Encs.

MAY 23 2025 PM2:2

Attachment: DOC060425-06042025094414 (RES-2025-537 : Standard Work Day and Reporting Resolution)

February 2025

Sun	Monday	Tuesday	Wednesday	Thursday	Friday	Sat
						1 3 CR
2 3 DW	3 Marion 9:00 Non-jury 7 ~~11:00 Domestic~~ Elizabeth Fred Petersen	4 Nichols 9:00 Non-jury 7 12:00 Drug Jim Dematteo	5 Nichols 9:00 Criminal 7 Anthony Domenico	6 Marion 9:00 Criminal 7 Elizabeth Crystal Repka	7 4 Daniel Whorley	8 3 DW
9 3 DW	10 Marion 9:00 Non-jury 7 ~~12:00 Housing~~ Elizabeth Fred Petersen	11 Nichols 9:00 Non-jury 7 12:00 Drug Jim Dematteo	12 Nichols 9:00 Criminal 7 Marion 1:00 Violations Elizabeth Anthony Domenico	13 Marion 9:00 Criminal 7 Elizabeth Crystal Repka	14 Voelkl 8:30 Criminal 3 CLE Daniel Whorley	15 3 CLE AD
16 4 CLE DW	17 Holiday 4 CLE	18 Nichols 9:00 Non-jury 4 12:00 Drug CLE Jim Dematteo	19 Nichols 9:00 Criminal 4 Anthony Domenico	20 2 Crystal Repka	21 Voelkl 8:30 Violations 7 Daniel Whorley	22 4 AD
23 4 DW	24 Marion 9:00 Non-jury 7 Elizabeth Marion Commercial Evictions 1pm Fred Petersen	25 Nichols 9:00 Non-jury 7 12:00 Drug Jim Dematteo	26 Nichols 9:00 Criminal 7 1:00 Violations Marion 12:00 Small Claims Elizabeth Anthony Domenico	27 Marion 9:00 Criminal 7 Elizabeth Crystal Repka	28 4 Daniel Whorley	

143

MAY 23 2025 PM2:2

Attachment: DOC060425-06042025094414 (RES-2025-537 : Standard Work Day and Reporting Resolution)

March 2025

Sun	Monday	Tuesday	Wednesday	Thursday	Friday	Sat
						1 3 AD
2 3 DW	3 Marion 9:00 Non-jury 11:00 Domestic Fred Petersen	4 Nichols 9:00 Non-jury 12:00 Drug Jim Dematteo	5 Anthony Domenico	6 Marion 9:00 Criminal Crystal Repka	7 4 Crystal Repka	8 3 DW
9 3 DW	10 Marion 9:00 Non-jury 12:00 Housing/Violations Fred Petersen	11 Nichols 9:00 Non-jury 12:00 Drug Jim Dematteo	12 Nichols 9:00 Criminal Anthony Domenico	13 Marion 9:00 Criminal Crystal Repka	14 Voelkl 8:30 Criminal 4 Dan Whorley	15 3 +3 A CR
16 DW	17 Marion 9:00 Non-jury 11:00 Domestic Fred Petersen	18 Nichols 9:00 Non-jury 12:00 Drug Jim Dematteo	19 Nichols 9:00 Criminal Anthony Domenico	20 Marion 9:00 Criminal Crystal Repka	21 Voelkl 8:30 Violations 4 8 + 4 warrant Dan Whorley	22 3 AD
23 3 DW	24 Marion 9:00 Non-jury Fred Petersen	25 Nichols 9:00 Non-jury 12:00 Violations 2:00 Small Claims Jim Dematteo	26 Nichols 9:00 Criminal Marion 12:00 Small Claims Anthony Domenico	27 Marion 9:00 Criminal Crystal Repka	28 4 Dan Whorley	29 3 CR
30 2 DW	31 Marion 9:00 Non-jury Fred Petersen					

MAY 23 2025 PM2:2

168

Attachment: DOC060425-06042025094414 (RES-2025-537 : Standard Work Day and Reporting Resolution)

April 2025 Tentative

Sun	Monday	Tuesday	Wednesday	Thursday	Friday	Sat
		1 Nichols 9:00 Non-jury 12:00 Drug Jim Dematteo	2 Nichols 9:00 Criminal Anthony Domenico	3 Marion 9:00 Criminal Crystal Repka	4 Voelkl 8:30 Criminal Dan Whorley	5 DW
6 DW	7 Fred Petersen JUDGE'S	8 Nichols 9:00 Non-jury 12:00 Drug Jim Dematteo SCHOOL	9 Nichols 9:00 Criminal ~~Anthony Domenico~~	10 Crystal Repka	11 Voelkl 8:30 Violations Dan Whorley	12 AD
13 DW	14 Marion 9:00 Non-jury 11:00 Housing Fred Petersen	15 Nichols 9:00 Non-jury 12:00 Drug Anthony Domenico	16 Nichols 9:00 Criminal Marion 12:00 Violations Anthony Domenico	17 Marion 9:00 Criminal Crystal Repka	18 Dan Whorley	19 CR
20 DW	21 Marion 9:00 Non-jury 11:00 Domestic Fred Petersen	22 Nichols 9:00 Non-jury 12:00 Drug Jim Dematteo	23 Nichols 9:00 Criminal Anthony Domenico	24 Marion 9:00 Criminal Crystal Repka	25 Dan Whorley	26 CR
27 DW	28 Marion 9:00 Non-jury Fred Petersen	29 Nichols 9:00 Non-jury 12:00 Drug Jim Dematteo	30 Nichols 9:00 Criminal Anthony Domenico			

MAY 23 2025 PM2:

Attachment: DOC060425-0604202509441 4 (RES-2025-537 : Standard Work Day and Reporting Resolution)

Record of Activities

Name Angela J. Schnell
Title Councilmember
Employer Town of Amherst, NY

Activity Log

Date	Activity	Start Time	End Time	Hours
March 3, 2025	Amherst Committee on Disabilities Meeting; constituent and Town of Amherst email	6:15 PM	8:30pm	2.25
March 8, 2025	Town of Amherst email review	3:00 PM	4:00 PM	1.00
March 9, 2025	Review Town Board Agenda and Meeting Packet; constituent and Town of Amherst email	4:00 PM	7:00pm	3.00
March 10, 2025	Town of Amherst Board Work Session; Executive Session; Regular Meeting; constituent and Town of Amherst email	3:45 PM	8:45 PM	5.00
March 11, 2025	Amherst Historic Preservation Commission Special Meeting (Public Hearing) and Regular Meeting	6:30 PM	8:15 PM	1.75
March 12, 2025	Town of Amherst email	12:30 PM	1:00 PM	0.50
March 12, 2025	Glen Park Joint Board Meeting	7:00pm	8:30pm	1.50
March 14, 2025	Email communications with Village of Williamsville and Town of Amherst	12:00 AM	1:00 AM	1.00
March 14, 2025	Phone communications with Village of Williamsville and Town of Amherst	4:00 PM	5:30 PM	1.00
March 16, 2025	Town of Amherst email review	3:00 PM	4:00 PM	0.50
March 19, 2025	Amherst Diversity Commission Work Session	5:30 PM	6:30 PM	1.00
March 20, 2025	Amherst Tree Board Meeting	6:00pm	7:00pm	1.00
March 22, 2025	Town of Amherst email review	5:00 PM	5:30 PM	
March 23, 2025	Review Town of Amherst Board Agenda and Meeting Packet; constituent and Town of Amherst email	7:00pm	10:00pm	3.00
March 24, 2025	Town of Amherst Board Work Session; Executive Session; Regular Meeting; constituent and Town of Amherst email	3:45 PM	8:30 PM	4.75
March 25, 2025	Amherst Planning Department Training Session	6:00 PM	8:30 PM	2.50
March 28, 2025	Communication with Town of Amherst and constituents	2:45 PM	3:15 PM	0.75
March 29, 2025	Town of Amherst email review	9:00 AM	10:00 AM	1.00
April 5, 2025	Town of Amherst email review	9:00 AM	10:00 AM	1.00
April 6, 2025	Review Town of Amherst Board Agenda and Meeting Packet	6:30 PM	10:30 PM	4.00

Attachment: DOC060425-06042025094414 (RES-2025-537 : Standard Work Day and Reporting Resolution)

JUN 4 2025 AM9:34

April 7, 2025	Town of Amherst Board Work Session; Executive Session; Regular Meeting; constituent and Town of Amherst email	3:45 PM	9:15 PM	5.50
April 8, 2025	Email communications with Town of Amherst	4:30 PM	5:30 PM	1.00
April 8, 2025	Amherst Historic Preservation Commission Special Meeting (Public Hearing) and Regular Meeting	6:31 PM	7:31 PM	1.00
April 9, 2025	Amherst Diversity Commission Community Conversation	5:30 PM	7:45 PM	2.25
April 10, 2025	Communication with Town of Amherst	11:00 AM	11:30 AM	0.50
April 12, 2025	Town of Amherst email review	9:00 AM	10:00 AM	1.00
April 13, 2025	Town of Amherst site review	1:00 PM	1:30 PM	0.50
April 14, 2025	Amherst Committee on Disabilities Meeting; constituent and Town of Amherst email	6:30 PM	8:30 PM	2.00
April 16, 2025	Communication with constituent and Town of Amherst	12:15 PM	2:30 PM	2.25
April 17, 2025	Email communications with constituents and Town of Amherst	2:00 PM	3:00 PM	1.00
April 19, 2025	Town of Amherst email review; communications with constituent and Town of Amherst	2:00 PM	3:00 PM	1.00
April 21, 2025	Communication with Town of Amherst	10:20 AM	10:35 AM	0.25
April 22, 2025	Email communication with Town of Amherst	12:15 PM	12:45 PM	0.50
April 26, 2025	Town of Amherst site review & communication with Town of Amherst; Town of Amherst email review	1:00 PM	2:30 PM	1.50
April 27, 2025	Tree Potting with Amherst Tree Board; review Town Board Agenda and Meeting Packet; constituent and town email	2:00 PM	8:00 PM	6.00
April 28, 2025	Town Board Work Session; Executive Session; Regular Meeting; constituent and town email	3:45 PM	9:45 PM	6.00
April 29, 2025	Communication with Town	9:15 AM	9:30 AM	0.25
April 30, 2025	Email communications with consitutent and Village of Williamsviell; State of the County Address	3:00 PM	5:30 PM	2.50
May 5, 2025	Amherst Committee on Disabilities Meeting; constituent and town email	6:00 PM	8:15 PM	2.15
May 6, 2025	Email communications with constituents and Town of Amherst	10:30 AM	11:30 AM	1.00
May 6, 2025	Watch (virtual) Amherst Historic Preservation Commission Special Meeting (Public Hearing) and Regular Meeting	6:30 PM	7:30 PM	1.00

Attachment: DOC060425-06042025094414 (RES-2025-537 : Standard Work Day and Reporting Resolution)

May 9, 2025	Communications with constituent, NYS, and Town of Amherst	9:45 AM	11:00 AM	1.25
May 10, 2025	Town of Amherst email review	10:00 AM	11:00 AM	1.00
May 11, 2025	Review Town Board Agenda and Meeting Packet; constituent and town email	7:00 PM	11:00 PM	4.00
May 12, 2025	Communication with NYS; Town Board Work Session; Executive Session; Regular Meeting; constituent communications and town email	2:15 PM	8:30 PM	6.25
May 13, 2025	Amherst Diversity Commission Meeting; constituent and town email	5:30 PM	7:00 PM	1.50
May 14, 2025	Amherst Youth Board Meeting	7:00 PM	8:30 PM	1.50
May 17, 2025	Town of Amherst email review	10:00 AM	11:00 AM	1.00
May 18, 2025	Amherst Youth Consortium Award Ceremony	3:15 PM	4:35 PM	1.50
May 24, 2025	Town of Amherst email review	10:00 am	11:00 AM	1.00
May 26, 2025	Town of Amherst Memorial Day Ceremony	1:00 PM	2:00 PM	1.00
May 26, 2025	Review Town Board Agenda and Meeting Packet; constituent and town email	8:00 PM	11:30 PM	3.50
May 27, 2025	Town Board Work Session; Executive Session; Regular Meeting; constituent and town email	3:45 PM	8:00 PM	4.25
			Total	103.40

Update Total

With my signature, I attest to the accuracy of the record provided above.

Signature

05/31/2025
Date

JUN 4 2025 AM 9:35

Attachment: DOC060425-06042025094414 (RES-2025-537 : Standard Work Day and Reporting Resolution)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30523 **RESOLUTION 2025-538** **ADOPTED**

New Firefighter for Getzville Fire Company

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

Andrew Goodlander
135 Old Lyme Dr #7
Williamsville, NY 14221

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: ANDREW GOODLANDER

Applicant Home Address: 135 OLD LYME DR #7 WILLIAMSVILLE NY 14221

Under penalty of perjury I, ANDREW GOODLANDER affirm I am an applicant to be a member of the, GETZVILLE (fire dept.) and my address of residence is listed above.

☒ My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.

☐ My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

Signature of Applicant: [signature]

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature: [signature]

Title: CORPORATE SEC.

Date: 5-12-2025

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

Attachment: Getzville Applicant (RES-2025-538 : New Firefighters for Getzville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 30522 **RESOLUTION 2025-539** **ADOPTED**

Amusement License - Power Yoga Buffalo

Request by Power Yoga Buffalo for a First Class Amusement License to hold an outdoor event at 4575 Main St. on July 12, 2025 from 1 PM to 5 PM.
Supervising Code Enforcement Officer recommends a fee of $25.00.

The following conditions apply:

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

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST

BUILDING DEPARTMENT

INTER-DEPARTMENTAL CORRESPONDENCE

5583 MAIN STREET

WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080

FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: May 28, 2025

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 4575 Main St Power Yoga Buffalo

In response to the Amusement License Application dated May 20, 2025 from Jamie Pearsen,

I recommend the approval of his request for First Class outdoor events at the above noted address. The fee for such an event is set be the Town Board, the fee can be from $5.00 - $50.00 per day, or fraction thereof.

With the event being on Saturday July 12, 2025 from 1:00 pm until 5:00pm 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:

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

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: Power Yoga-05302025133513 (RES-2025-539 : Amusement License-Power Yoga Buffalo)

Gesel, Doug

From: Brownson, Ashley
Sent: Tuesday, May 20, 2025 1:01 PM
To: Gesel, Doug; Parnell, Bryan; Chamberlin, Scott
Subject: FW: Amusement License Application: 25

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Tuesday, May 20, 2025 12:44 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 25

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: *:	Power Yoga Buffalo
Event Address*:	4575 Main Street Amherst, NY 14226
Describe Event*:	Power Yoga Buffalo 15th Anniversary Party in the parking lot DJ, Food Truck, Yoga
List All Dates*:	~~7/15/2025~~ 7/12/2025
Start Time*:	01:00 PM
End Time*:	05:00 PM
Please supply a site plan with designated area for the event with your application*:	PYB Bday.jpg
Name of Organizer*:	Jamie Pearsen

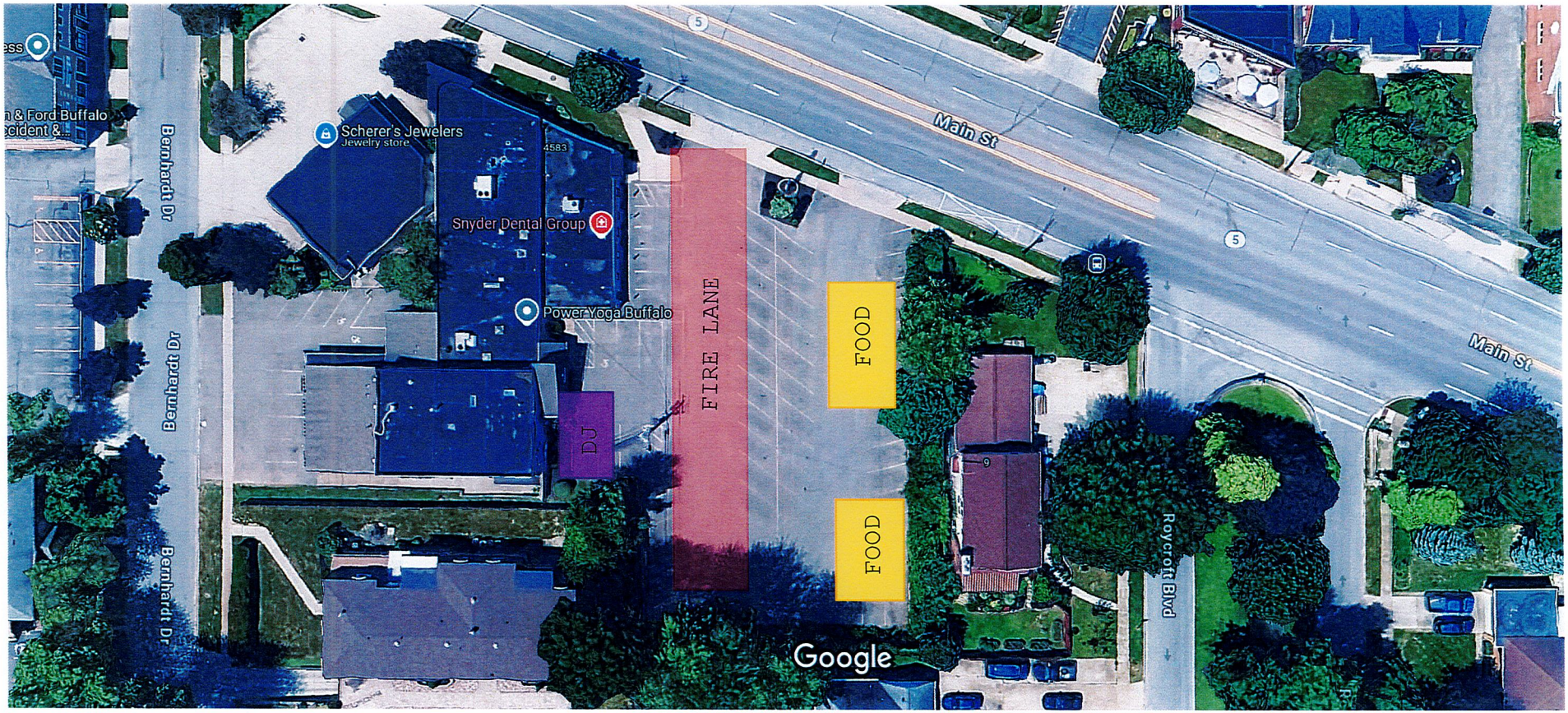
Attachment: Power Yoga-05302025133513 (RES-2025-539 : Amusement License-Power Yoga Buffalo)

Address*:	4575 Main Street Amherst, NY 14226
Phone*:	585-260-2222
Email*:	jamie@poweryogabuffalo.com
Signature*:	

Attachment: Power Yoga-05302025133513 (RES-2025-539 : Amusement License-Power Yoga Buffalo)

Google Maps

Amusement License



Imagery ©2025 Google, Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 Google 20 ft

Brownson, Ashley

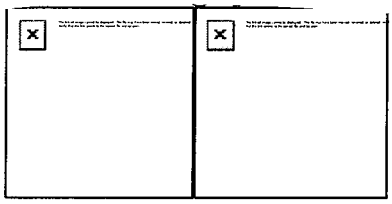
From: SChamberlin <
Sent: Tuesday, May 20, 2025 1:36 PM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 25

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

We are ok with this event.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351



On Tue, May 20, 2025 at 1:34 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:
There will be no alcohol served.

From: SChamberlin <
Sent: Tuesday, May 20, 2025 1:31 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Re: FW: Amusement License Application: 25

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.
Alcohol served?

Regards,

Scott P. Chamberlin
Chief of Police

Attachment: Power Yoga-05302025133513 (RES-2025-539 : Amusement License-Power Yoga Buffalo)

Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351
<mailto:
[Image removed by sender.][Image removed by sender.]

On Tue, May 20, 2025 at 1:00 PM Brownson, Ashley
<abrownson@amherst.ny.us<mailto:abrownson@amherst.ny.us>> wrote:

From: burst@emailmeform.com<mailto:burst@emailmeform.com>
<burst@emailmeform.com<mailto:burst@emailmeform.com>>
Sent: Tuesday, May 20, 2025 12:44 PM
To: Brownson, Ashley <abrownson@amherst.ny.us<mailto:abrownson@amherst.ny.us>>
Subject: Amusement License Application: 25

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

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9hcHAuZW1haWxtZWZvcm0uY29tL2J1aWxkZXIvZm9ybXMvZW50cmllcy9hQjMyVTNlU2Q0P3VlaWQ9MjU=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=TDNGeWcrNzZsWUpOV2pjN3Rua3k2MlNyWnV5ZjdFODJoaXBzNXRhOFpFUT0=&h=b95c231958364313b0269cf233a3853b&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKIUbf8opV1tXKJQ1W4>

Resident / Organization: *:

Power Yoga Buffalo

Event Address*:

4575 Main Street

Amherst, NY 14226

Describe Event*:

Power Yoga Buffalo 15th Anniversary
Party in the parking lot
DJ, Food Truck, Yoga

List All Dates*:

7/15/2025

Attachment: Power Yoga-05302025133513 (RES-2025-539 : Amusement License-Power Yoga Buffalo)

Start Time*:

01:00 PM

End Time*:

05:00 PM

Please supply a site plan with designated area for the event with your application*:

PYB Bday.jpg<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9maWxlcy5lbWFpbG1lZm9ybS5jb20vODc0MDg5L0F1VkI3a2ExL1BZQiUyMEJkYXkuanBn&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=U2VZSkkreVNLdVZweUhTeFhyc1J5c3luREdkS0RHRnhYRENHcExJSlFpcz0=&h=b95c2319583643l3b0269cf233a3853b&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKIUbf8opV1tXKJQ1W4>

Name of Organizer*:

Jamie Pearsen

Address*:

4575 Main Street

Amherst, NY 14226

Phone*:

585-260-2222

Email*:

jamie@poweryogabuffalo.com<mailto:jamie@poweryogabuffalo.com>

Signature*:

[Image removed by sender.]

Attachment: Power Yoga-05302025133513 (RES-2025-539 : Amusement License-Power Yoga Buffalo)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 30510 **RESOLUTION 2025-540** **ADOPTED**

Fireworks - Country Club of Buffalo

Request for fireworks permit on July 4, 2025 at approximately 9:45 pm at Country Club of Buffalo, 250-309 Youngs Road, with the following conditions:

- That the spectators, parking areas and dwellings from the fireworks discharge location for vertical mortars. (maximum shell size - 5inches) shall be a minimum of 350 feet.
- That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
- The trajectory of shells shall not come within 25 feet of overhead objects.
- The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooters are Jerry Behlau and Audrey Behlau.
- Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.
- Crowds over 1000 people require a crowd managers as per the IFC.
- If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved to be approved by our office.
- The Amherst Town Board shall designate a time when the Fireworks display must conclude.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Income for the Town.

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

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTION / OPERATING PERMIT

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
05/23/2025	05/23/2025	05/23/2027	FP-2025-0028

APPLICANT	ADDRESS	PHONE NUMBER
YOUNG EXPLOSIVES CORP	2165 NEW MICHIGAN RD CANANDAIGUA	585-394-1783

LOCATION OF ACTIVITY: Country Club of Buffalo - (SITE) 250-309 Youngs Rd, Amherst, NY

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST AND FOR THE KEEPING, STORAGE, OCCUPANCY, USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED, GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks Display
Date: 7/4/2025 @ approx 9:45 PM
Maximum shell size (inches): 5"
Minimum clearance from display (feet): 350
Must comply with IFC and NFPA
Fire extinguisher(s) required
Amherst Town Board shall set time for display to conclude

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
BJ Pelz	05/23/2025	150.00

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES

STATEMENT

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

Signature — President (Title)

DO NOT WRITE BELOW THIS LINE

COMMENTS:

APPROVED BY FIRE OFFICIAL — DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: CCB7425-05272025124030 (RES-2025-540 : Fireworks-Country Club of Buffalo)

TOWN OF AMHERST
BUILDING DEPARTMENT | FIRE SAFETY DIVISION
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE (716) 631-7140
FAX (716) 631-7192

MARK S. BERKE, P.E.
Commissioner of Building

Memorandum

DATE: May 23, 2025

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display - Country Club of Buffalo 250 Youngs Rd

DATE & TIME: 7/4/2025 @ approx 9:45 PM

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions:

1) That the spectators, parking areas, and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 350 feet.
(Maximum shell size - 5 inches)

2) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers may be required depending on site layout.

3) The trajectory of shells shall not come within 25 feet of overhead objects.

4) The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event.
Submitted shooters: Jerry Behlau, Audrey Behlau

5) Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.

6) Crowds over 1000 people require a crowd manager as per the IFC.

7) If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved by our office.

8) The Amherst Town Board shall designate a time when the fireworks display must conclude.

Bryan W. Parnell
Senior Fire Inspector
Fire Safety Division

Attachment: CCB7425-05272025124030 (RES-2025-540 : Fireworks-Country Club of Buffalo)

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby make application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York.

1. Name of individual/company sponsoring the display and the names of the persons to be in charge of the firing of the display:
   Sponsor: Country Club of Buffalo
   Fireworks Company: Young Explosives Corporation
   *Annual 4th of July celebration
2. Date & time at which display is to be held: Friday, July 4, 2025 @ approx. 9:45 pm
3. Exact location of display: Country Club of Buffalo's golf course, below 18th hole (site map attached)
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:
   Jerry Behlau- eyes (haz), hair (gry), Hgt (6'3"), wt (average)
   Audrey Behlau- eyes (blue), hair (gry), Hgt (average), weight (average)
5. Number and kind of fireworks to be discharged:
   Approx. 225 misc. 1.3G and 1.4G shells with the largest shell size of 5" (350' fallout radius)
6. Manner and place of storage of these fireworks prior to the display:
   With Young Explosives crew at all imes
7. Attach a diagram of the grounds on which the fireworks display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines and other overhead obstructions.
8. This application must be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries, a limit of $1,000,000 for property damage, and proof of Worker's Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $150.00 payable to the "Town of Amherst"

Date: 5/19/25

(Company, Corporation or Individual)

James Young on behalf of Country Club of Buffalo

Applicant Signature

State of New York pa)
County of ~~Erie~~ Monroe)
~~Town of Amherst~~ pa)

Sworn before me this 19 day of May in the year 2025

Paulina C Hargarther

Notary Public

PAULINA C HARGARTHER
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 01HA0033945
My Commission Expires 2/19/2029

Attachment: CCB7425-05272025124030 (RES-2025-540 : Fireworks-Country Club of Buffalo)

SH-862 (3/22)
DIVISION OF SAFETY HEALTH
LICENSE AND CERTIFICATE UNIT
STATE OFFICE CAMPUS, BLDG. 12
ALBANY, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

Expires: 3/31/2026
THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS

License No. D-2316

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618
James R. Young

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder and quantity is not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE, DELIVERY or GIFT.

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

Amy Phillips, Director
FOR THE COMMISSIONER OF LABOR

SH-862 (5-98)

Attachment: CCB7425-05272025124030 (RES-2025-540 : Fireworks-Country Club of Buffalo)

NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
YOUNG EXPLOSIVES CORP P O BOX 18653 ROCHESTER NY 14618	YOUNG EXPLOSIVES CORPORATION P.O. BOX 18653 ROCHESTER NY 14618

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
R 400 999-9	604555	01/01/2025 TO 01/01/2026	1/6/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
JAMES YOUNG
1 OF 1 EXECUTIVE OFFICER OF
YOUNG EXPLOSIVES CORP

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.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 186545097

U-26.3

Attachment: CCB7425-0527202512403O (RES-2025-540 : Fireworks-Country Club of Buffalo)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) YOUNG EXPLOSIVES CORP. 2165 NEW MICHIGAN ROAD CANANDAIGUA, NY 14424 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (585) 394-1783 1c. Federal Employer Identification Number of Insured or Social Security Number 160900107
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) YOUNG EXPLOSIVES CORPORATION PO BOX 18653 ROCHESTER, NY 14618	3a. Name of Insurance Carrier **New York State Insurance Fund (NYSIF)** 3b. Policy Number of Entity Listed in Box "1a" DBL 6163 63 - 9 3c. Policy effective period 04/01/2024 to 04/01/2026

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

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

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

Date Signed 4/1/2025 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (10-17)

Certificate Number 832205

Attachment: CCB7425-0527202512403O (RES-2025-540 : Fireworks-Country Club of Buffalo)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit Number: **6-NY-069-21-7K-00338**

Expiration Date: **October 1, 2027**

Chief, Federal Explosives Licensing Center (FELC)

Name
YOUNG EXPLOSIVES CORP

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424-0000

Type of License or Permit
21-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature

James R Young

Printed Name

Position/Title
President

1/20/2025

Date

Mailing Address (Changes? Notify the FELC of any changes.)
YOUNG EXPLOSIVES CORP
PO BOX 18658
ROCHESTER, NY 14618-0000

Previous Edition is Obsolete

YOUNG EXPLOSIVES CORP:2165 NEW MICHIGAN ROAD:14424:6-NY-069-21-7K-00338:October 1, 2027:21-MANUFACTURER OF EXPLOSIVES

~~ATF Form 5400.14/5400.15 Part I~~
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **YOUNG EXPLOSIVES CORP**

Business Name:

License/Permit Number: **6-NY-069-21-7K-00338**

License/Permit Type: **21-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Attachment: CCB7425-05272025124030 (RES-2025-540 : Fireworks-Country Club of Buffalo)

Country Club of Buffalo
250 Youngs Road, Buffalo, NY 14221
5" maximum shell (350' fallout radius required)
392.90' fallout radius shown
January (2024)



Attachment: CCB7425-05272025124030 (RES-2025-540 : Fireworks-Country Club of Buffalo)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/16/2025

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

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

PRODUCER
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : Everest Denali Insurance Company	16044
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Young Explosives Corporation
P.O. Box 18653
Rochester NY 14618

COVERAGES **CERTIFICATE NUMBER:** 1201145366 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	Y	Y	GCN0011249-251	3/20/2025	10/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ $ 2,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	GCD0010092-251	3/20/2025	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	P-001-000088056-07	3/20/2025	10/15/2025	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date: Friday, July 4, 2025
Location: Below 18th hole on golf course grounds
Additional Insured: Country Club of Buffalo; Town of Amherst, NY

CERTIFICATE HOLDER

Country Club of Buffalo
240 North Youngs Road
Williamsville NY 14421
United States

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

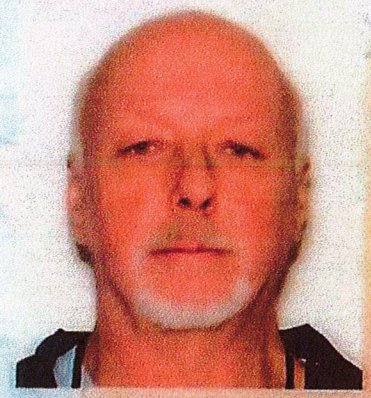
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The ACORD name and logo are registered marks of ACORD

Attachment: CCB7425-05272025124030 (RES-2025-540 : Fireworks-Country Club of Buffalo)

STATE OF NEW YORK - DEPARTMENT OF LABOR
PYROTECHNICIAN CERTIFICATE OF COMPETENCE

N.Y.S



JERRY L BEHLAU

CLASS: B
NON PROXIMATE AUDIENCE ONLY

THIS CARD MUST BE CARRIED
WHEN USING PYROT

CERT# PR-597
EXPIRES 03/27

NYC & NYS CERTIFICATIONS REQUIRED IN NYC

01213 007198392 82

DMV# 679522790
EYES HAZ
HAIR GRY
HGT 6' 3 "

IF FOUND, RETURN TO:
NYSDOL - L&C UNIT
ROOM 161 BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Attachment: CCB7425-05272025124030 (RES-2025-540 : Fireworks-Country Club of Buffalo)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 30511 **RESOLUTION 2025-541** **ADOPTED**

Fireworks - Transit Vally Country Club

Request for fireworks permit on July 4, 2025 at approximately 9:45 pm at Transit Valley Country Club, 8920 Transit Road, with the following conditions:

- That the spectators, parking areas and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 350 feet.(Maximum shell size-5 inches)
- That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
- That trajectory of shells shall not come within 25 feet of overhead objects.
- The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooters: Matthew Sims, Karl Grohs.
- Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.
- Crowds over 1000 people require a crowd manager as per the IFC.
- If you would like to start the display earlier than the time proposed you must call (716)689-1212 before starting, and this time shall be approved by our office.
- The Amherst Town Board shall designate a time when the fireworks display must conclude.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTION / OPERATING PERMIT

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
05/23/2025	05/23/2025	05/23/2027	FP-2025-0029

APPLICANT	ADDRESS	PHONE NUMBER
YOUNG EXPLOSIVES CORP	2165 NEW MICHIGAN RD CANANDAIGUA	585-394-1783

LOCATION OF ACTIVITY: Transit Valley Country Club - (SITE) 8920 Transit Rd, Amherst, NY

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST AND FOR THE KEEPING, STORAGE, OCCUPANCY, USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks Display
Date:
Maximum shell size (inches):
Minimum clearance from display (feet):
Must comply with IFC and NFPA
Fire extinguisher(s) required
Amherst Town Board shall set time for display to conclude

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
[signature]	05/23/2025	150.00

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES

STATEMENT

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

[signature] Signature — President Title

DO NOT WRITE BELOW THIS LINE

COMMENTS:

APPROVED BY FIRE OFFICIAL — DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: TVCC7425-052720251312228 (RES-2025-541 : Fireworks-Transit Vally Country Club)

TOWN OF AMHERST
BUILDING DEPARTMENT | FIRE SAFETY DIVISION
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE (716) 631-7140
FAX (716) 631-7192

MARK S. BERKE, P.E.
Commissioner of Building

Memorandum

DATE: May 23, 2025

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display - Transit Valley Country Club 8920 Transit Rd

DATE & TIME: 7/4/2025 @ approx 9:45 PM

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions:

1) That the spectators, parking areas, and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 350 feet.
(Maximum shell size - 5 inches)

2) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers may be required depending on site layout.

3) The trajectory of shells shall not come within 25 feet of overhead objects.

4) The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event.
Submitted shooters: Mattew Sims, Karl Grohs

5) Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.

6) Crowds over 1000 people require a crowd manager as per the IFC.

7) If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved by our office.

8) The Amherst Town Board shall designate a time when the fireworks display must conclude.

Bryan W. Parnell
Senior Fire Inspector
Fire Safety Division

Attachment: TVCC7425-05272025131228 (RES-2025-541 : Fireworks-Transit Vally Country Club)

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby make application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York.

1. Name of individual/company sponsoring the display and the names of the persons to be in charge of the firing of the display:
   Sponsor: Transit Valley Country Club
   Fireworks Company: Young Explosives Corporation
   *Annual 4th of July celebration
2. Date & time at which display is to be held: Friday, July 4, 2025 @ approx. 9:45 pm
3. Exact location of display: Transit Valley Country Club grounds: 8920 Transit Road, East Amherst, NY 14051
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:
   Mattew Sims: Over age 18, green eyes, brown hair, 5'7" tall
   Karl Grohs: over age 18, blue eyes, brown hair, 5' 11" tall
5. Number and kind of fireworks to be discharged:
   Approx. 240 misc. 1.3G and 1.4G shells with the largest shell size of 5" (350' fallout radius)
6. Manner and place of storage of these fireworks prior to the display:
   With Young Explosives crew at all imes
7. Attach a diagram of the grounds on which the fireworks display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines and other overhead obstructions.
8. This application must be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries, a limit of $1,000,000 for property damage, and proof of Worker's Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $150.00 payable to the "Town of Amherst".

Date: 5/19/2025

(Company, Corporation or Individual)

James Young on behalf of Transit Valley CC

Applicant Signature

State of New York PA)
County of ~~Erie~~ Monroe)
~~Town of Amherst~~ PA)

Sworn before me this 19 day of ~~April~~ May in the year 2025

Paulina C. Hargarther

Notary Public

PAULINA C HARGARTHER
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 01HA0033945
My Commission Expires 2/19/2029

Attachment: TVCC7425-05272025131228 (RES-2025-541 : Fireworks-Transit Vally Country Club)

SH-862 (3/22)
DIVISION OF SAFETY HEALTH
LICENSE AND CERTIFICATE UNIT
STATE OFFICE CAMPUS, BLDG. 12
ALBANY, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

Expires: 3/31/2026
THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS

License No. D-2316

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618
James R. Young

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder and quantity is not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE, DELIVERY or GIFT.

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

Amy Phillips, Director
FOR THE COMMISSIONER OF LABOR

SH-862 (5-98)

Attachment: TVCC7425-052720251312228 (RES-2025-541 : Fireworks-Transit Vally Country Club)

NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
YOUNG EXPLOSIVES CORP P O BOX 18653 ROCHESTER NY 14618	YOUNG EXPLOSIVES CORPORATION P.O. BOX 18653 ROCHESTER NY 14618

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
R 400 999-9	604555	01/01/2025 TO 01/01/2026	1/6/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
JAMES YOUNG
1 OF 1 EXECUTIVE OFFICER OF
YOUNG EXPLOSIVES CORP

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.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 186545097

U-26.3

Attachment: TVCC7425-05272025131228 (RES-2025-541 : Fireworks-Transit Vally Country Club)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
YOUNG EXPLOSIVES CORP.
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424

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

1b. Business Telephone Number of Insured
(585) 394-1783

1c. Federal Employer Identification Number of Insured or Social Security Number
160900107

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)
YOUNG EXPLOSIVES CORPORATION
PO BOX 18653
ROCHESTER, NY 14618

3a. Name of Insurance Carrier
New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"
DBL 6163 63 - 9

3c. Policy effective period
04/01/2024 to 04/01/2026

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

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

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

Date Signed 4/1/2025 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (10-17)

Certificate Number 832205

Attachment: TVCC7425-05272025131228 (RES-2025-541 : Fireworks-Transit Vally Country Club)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit Number: **6-NY-069-21-7K-00338**

Expiration Date: **October 1, 2027**

Chief, Federal Explosives Licensing Center (FELC)

Name
YOUNG EXPLOSIVES CORP

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424-0000

Type of License or Permit
21-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the licensee's or permittee's signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)
YOUNG EXPLOSIVES CORP
PO BOX 18662
ROCHESTER, NY 14618-0000

Licensee/Permittee Responsible Person Signature

President
Position/Title

James R Young
Printed Name

1/20/2025
Date

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete

YOUNG EXPLOSIVES CORP:2165 NEW MICHIGAN ROAD:14424:6-NY-069-21-7K-00338:October 1, 2027:21-MANUFACTURER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: YOUNG EXPLOSIVES CORP

Business Name:

License/Permit Number: 6-NY-069-21-7K-00338

License/Permit Type: 21-MANUFACTURER OF EXPLOSIVES

Expiration: October 1, 2027

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Attachment: TVCC7425-05272025131228 (RES-2025-541 : Fireworks-Transit Vally Country Club)



Per NFPA 1123 350 feet Radius
(700 Ft Diameter) is minimum separation
Distance required for or 5-inch Shells

- Muegel Rd is >750 feet
- Nearest clubhouse structure is
  > 1,000 feet

Transit Valley CC – 8920 Transit Rd
(Dec 2021)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/19/2025

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

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

PRODUCER
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : Everest Denali Insurance Company	16044
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Young Explosives Corporation
P.O. Box 18653
Rochester NY 14618

COVERAGES **CERTIFICATE NUMBER:** 619164740 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**	Y	Y	GCN0011249-251	3/20/2025	10/15/2025	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC							$
C	**AUTOMOBILE LIABILITY**	Y	Y	GCD0010092-251	3/20/2025	10/15/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] **UMBRELLA LIAB** [X] OCCUR	Y	Y	P-001-000088056-07	3/20/2025	10/15/2025	EACH OCCURRENCE	$ 4,000,000
	[X] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date: Friday, July 4, 2025
Location: Country Club Grounds
Additional Insured: Transit Valley Country Club; Town of Amherst, NY

CERTIFICATE HOLDER

Transit Valley Country Club
8920 Transit Road
East Amherst NY 14051
United States

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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The ACORD name and logo are registered marks of ACORD

Attachment: TVCC7425-052720251312228 (RES-2025-541 : Fireworks-Transit Vally Country Club)

STATE OF NEW YORK - DEPARTMENT OF LABOR
PYROTECHNICIAN CERTIFICATE OF COMPETENCE

N.Y.S



KARL D GROHS

CLASS: A
ANY DISPLAY

THIS CARD MUST BE CARRIED
WHEN USING PYROT

CERT# PR-806
EXPIRES 12/26

NYC & NYS CERTIFICATIONS REQUIRED IN NYC

01213 007114526 21

DMV# 805380804
EYES BLU
HAIR BRO
HGT 5' 11"

IF FOUND, RETURN TO:
NYSDOL - L&C UNIT
ROOM 161 BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Attachment: TVCC7425-05272025131228 (RES-2025-541 : Fireworks-Transit Vally Country Club)

STATE OF NEW YORK - DEPARTMENT OF LABOR
PYROTECHNICIAN CERTIFICATE OF COMPETENCE

N.Y.S



MATTHEW F SIMS

CLASS: B
NON PROXIMATE AUDIENCE ONLY

THIS CARD MUST BE CARRIED
WHEN USING PYROT CERT# PR-763
EXPIRES 02/27

NYC & NYS CERTIFICATIONS REQUIRED IN NYC

01213 007119738 81

DMV# 955215436
EYES GRN
HAIR BRO
HGT 5' 7 "

IF FOUND, RETURN TO:
NYSDOL - L&C UNIT
ROOM 161 BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Attachment: TVCC7425-05272025131228 (RES-2025-541 : Fireworks-Transit Vally Country Club)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 30515 **RESOLUTION 2025-542** **ADOPTED**

Fireworks - Park Country Club

Request for fireworks permit on July 4, 2025 at approximately 9:45PM at Park Country Club, 4949 Sheridan Drive, with the following conditions:

- That the spectators, parking areas, and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 560 feet. (Maximum shell size- 8 inch's)
- That one (1) 5-lb ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
- That trajectory of shells shall not come within 25 feet of overhead objects.
- That shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooters: Milton Surre, Steven Knapp, Joshua Knapp, Dennis Otto
- Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.
- Crowds over 1000 people require a crowd managers as per the IFC.
- If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved by our office.
- The Amherst Town Board shall designate a time when the Fireworks display must conclude.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTION / OPERATING PERMIT

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
05/23/2025	05/23/2025	05/23/2027	FP-2025-0027

APPLICANT	ADDRESS	PHONE NUMBER
YOUNG EXPLOSIVES CORP	2165 NEW MICHIGAN RD CANANDAIGUA	585-394-1783

LOCATION OF ACTIVITY: YOUNG EXPLOSIVES CORP - (SITE) 4949 Sheridan Dr, Amherst, NY 14221

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST AND FOR THE KEEPING, STORAGE, OCCUPANCY, USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED, GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks Display
Date: 7/4/2025 @ approx 9:45 PM
Maximum shell size (inches): 8
Minimum clearance from display (feet): 560
Must comply with IFC and NFPA
Fire extinguisher(s) required
Amherst Town Board shall set time for display to conclude

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
	05/23/2025	150.00

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES

STATEMENT

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

Signature — President (Title)

DO NOT WRITE BELOW THIS LINE

COMMENTS:

APPROVED BY FIRE OFFICIAL — DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: PCC7425-0527202514001 8 (RES-2025-542 : Fireworks- Park Country Club)

TOWN OF AMHERST
BUILDING DEPARTMENT | FIRE SAFETY DIVISION
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE (716) 631 7140
FAX (716) 631 7192

MARK S. BERKE, P.E.
Commissioner of Building

Memorandum

DATE: May 23, 2025

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display - YOUNG EXPLOSIVES CORP 2165 NEW MICHIGAN RD

DATE & TIME: 7/4/2025 @ Approx 9:45 PM

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions:

1) That the spectators, parking areas, and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 560 feet.
(Maximum shell size - 8 inches)

2) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers may be required depending on site layout.

3) The trajectory of shells shall not come within 25 feet of overhead objects.

4) The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event.
Submitted shooters: Milton Surre, Steven Knapp, Joshua Knapp, Dennis Otto

5) Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.

6) Crowds over 1000 people require a crowd manager as per the IFC.

7) If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved by our office.

8) The Amherst Town Board shall designate a time when the fireworks display must conclude.

Bryan W. Parnell
Senior Fire Inspector
Fire Safety Division

Attachment: PCC7425-0527202514001 8 (RES-2025-542 : Fireworks- Park Country Club)

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby make application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York.

1. Name of individual/company sponsoring the display and the names of the persons to be in charge of the firing of the display:
   Sponsor: The Park Country Club
   Fireworks Company: Young Explosives Corporation
   *Annual fourth of July display
2. Date & time at which display is to be held: Friday, July 4, 2025 @ 9:45 pm
3. Exact location of display: Club grounds: 4949 Sheridan Drive, Williamsville, NY 14221
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:
   Milton Surre- Male over age 18 Steven Knapp- Male over age 18
   Dennis Otto- male over age 18 Joshua Knapp- male over age 18
5. Number and kind of fireworks to be discharged:
   Approx. 275 misc. 1.3G and 1.4G shells with the largest shell size of 8" (560' fallout radius)
6. Manner and place of storage of these fireworks prior to the display:
   With Young Explosives crew at all imes
7. Attach a diagram of the grounds on which the fireworks display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines and other overhead obstructions.
8. This application must be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries, a limit of $1,000,000 for property damage, and proof of Worker's Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $150.00 payable to the "Town of Amherst".

Date: 5/19/2025

(Company, Corporation or Individual)

James Young on behalf of The Park CC

Applicant Signature

State of New York pb)
County of ~~Erie~~ Monroe)
~~Town of Amherst~~ pb)

Sworn before me this 19 day of May in the year 2025

Paulina C. Hargarther

Notary Public

PAULINA C HARGARTHER
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 01HA0033945
My Commission Expires 2/19/2029

Attachment: PCC7425-052720251400018 (RES-2025-542 : Fireworks- Park Country Club)

SH-862 (3/22)
DIVISION OF SAFETY HEALTH
LICENSE AND CERTIFICATE UNIT
STATE OFFICE CAMPUS, BLDG. 12
ALBANY, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

Expires: 3/31/2026
THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS

License No. D-2316

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618
James R. Young

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder and quantity is not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE, DELIVERY or GIFT.

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

Amy Phillips, Director
FOR THE COMMISSIONER OF LABOR

SH-862 (5-98)

Attachment: PCC7425-0527025140018 (RES-2025-542 : Fireworks- Park Country Club)

NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
YOUNG EXPLOSIVES CORP P O BOX 18653 ROCHESTER NY 14618	YOUNG EXPLOSIVES CORPORATION P.O. BOX 18653 ROCHESTER NY 14618

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
R 400 999-9	604555	01/01/2025 TO 01/01/2026	1/6/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
JAMES YOUNG
1 OF 1 EXECUTIVE OFFICER OF
YOUNG EXPLOSIVES CORP

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.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 186545097

U-26.3

Attachment: PCC7425-0527025140018 (RES-2025-542 : Fireworks- Park Country Club)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) YOUNG EXPLOSIVES CORP. 2165 NEW MICHIGAN ROAD CANANDAIGUA, NY 14424 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (585) 394-1783 1c. Federal Employer Identification Number of Insured or Social Security Number 160900107
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) YOUNG EXPLOSIVES CORPORATION PO BOX 18653 ROCHESTER, NY 14618	3a. Name of Insurance Carrier **New York State Insurance Fund (NYSIF)** 3b. Policy Number of Entity Listed in Box "1a" DBL 6163 63 - 9 3c. Policy effective period 04/01/2024 to 04/01/2026

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

5. Policy covers:
   - ☒ 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 4/1/2025 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (10-17)

Certificate Number 832205

Attachment: PCC7425-052720251400018 (RES-2025-542 : Fireworks- Park Country Club)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit Number: **6-NY-069-21-7K-00338**

Chief, Federal Explosives Licensing Center (FELC)

Expiration Date: **October 1, 2027**

Name
YOUNG EXPLOSIVES CORP

Premises Address (Changes? Notify the FELC at least 10 days before this move.)
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424-0000

Type of License or Permit
21-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)
YOUNG EXPLOSIVES CORP
PO BOX 15520
ROCHESTER, NY 14618-0000

Licensee/Permittee Responsible Person Signature

Position/Title: President

James R Young
Printed Name

1/20/2025
Date

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete

YOUNG EXPLOSIVES CORP;2165 NEW MICHIGAN ROAD;14424;6-NY-069-21-7K-00338;October 1, 2027;21-MANUFACTURER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **YOUNG EXPLOSIVES CORP**

Business Name:

License/Permit Number: **6-NY-069-21-7K-00338**

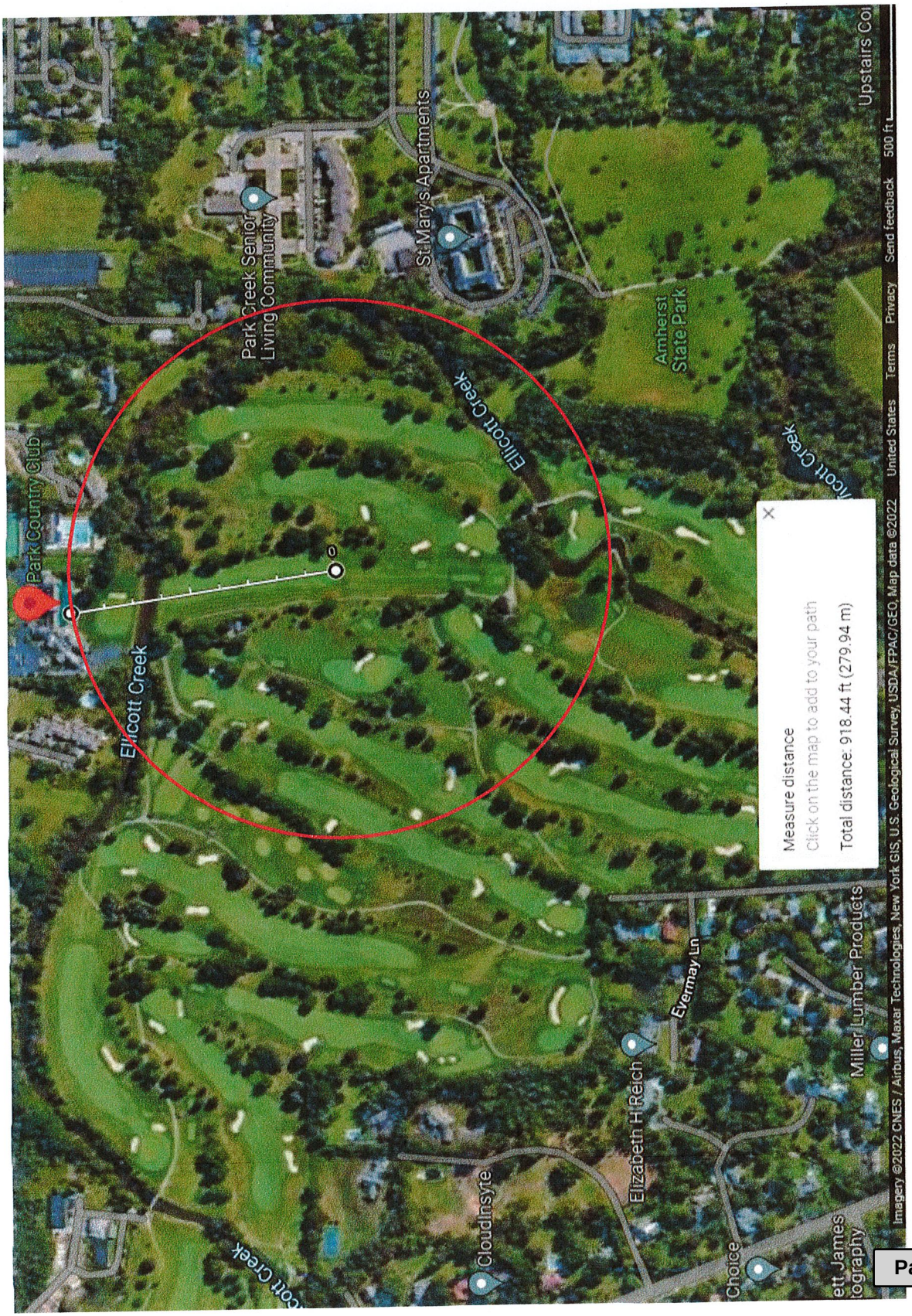
License/Permit Type: **21-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Attachment: PCC7425-052720251400018 (RES-2025-542 : Fireworks- Park Country Club)

The Park Country Club
4949 Sheridan Dr, Williamsville, NY 14221
May (2022)



Attachment: PCC7425-0527025140018 (RES-2025-542 : Fireworks- Park Country Club)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/19/2025

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

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

PRODUCER
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : Everest Denali Insurance Company	16044
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Young Explosives Corporation
P.O. Box 18653
Rochester NY 14618

COVERAGES **CERTIFICATE NUMBER:** 1413042563 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	Y	Y	GCN0011249-251	3/20/2025	10/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ $ 2,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	GCD0010092-251	3/20/2025	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	P-001-000088056-07	3/20/2025	10/15/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date: Friday, July 4, 2025
Location: The Park Country Club grounds, 4949 Sheridan Drive, Williamsville, NY 14221
Additional Insured: The Park Country Club of Buffalo, Inc.; Town of Amherst, NY; Village of Williamsville, NY

CERTIFICATE HOLDER
The Park Country Club of Buffalo, Inc.
4949 Sheridan Dr.
Williamsville NY 14221
United States

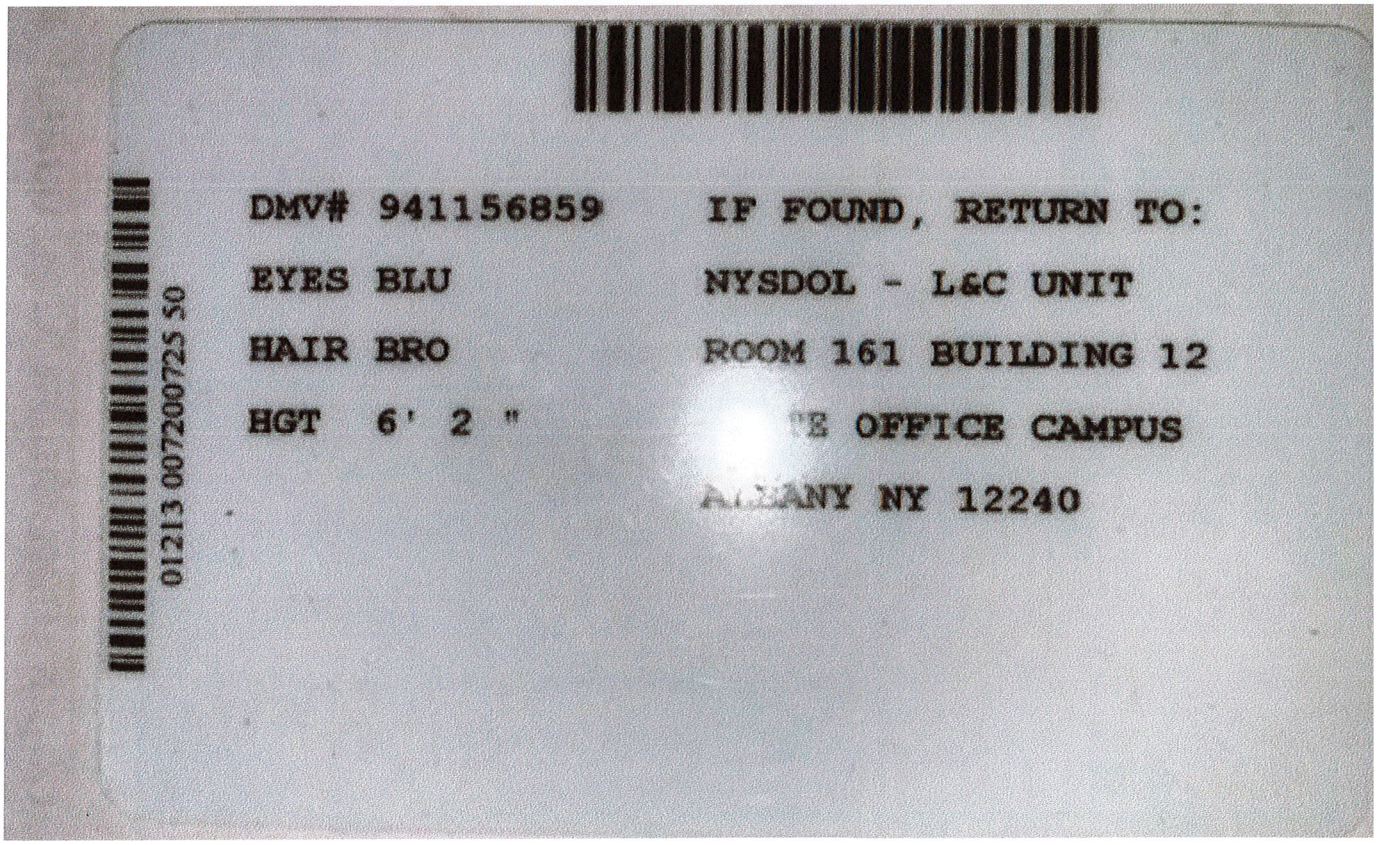
CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

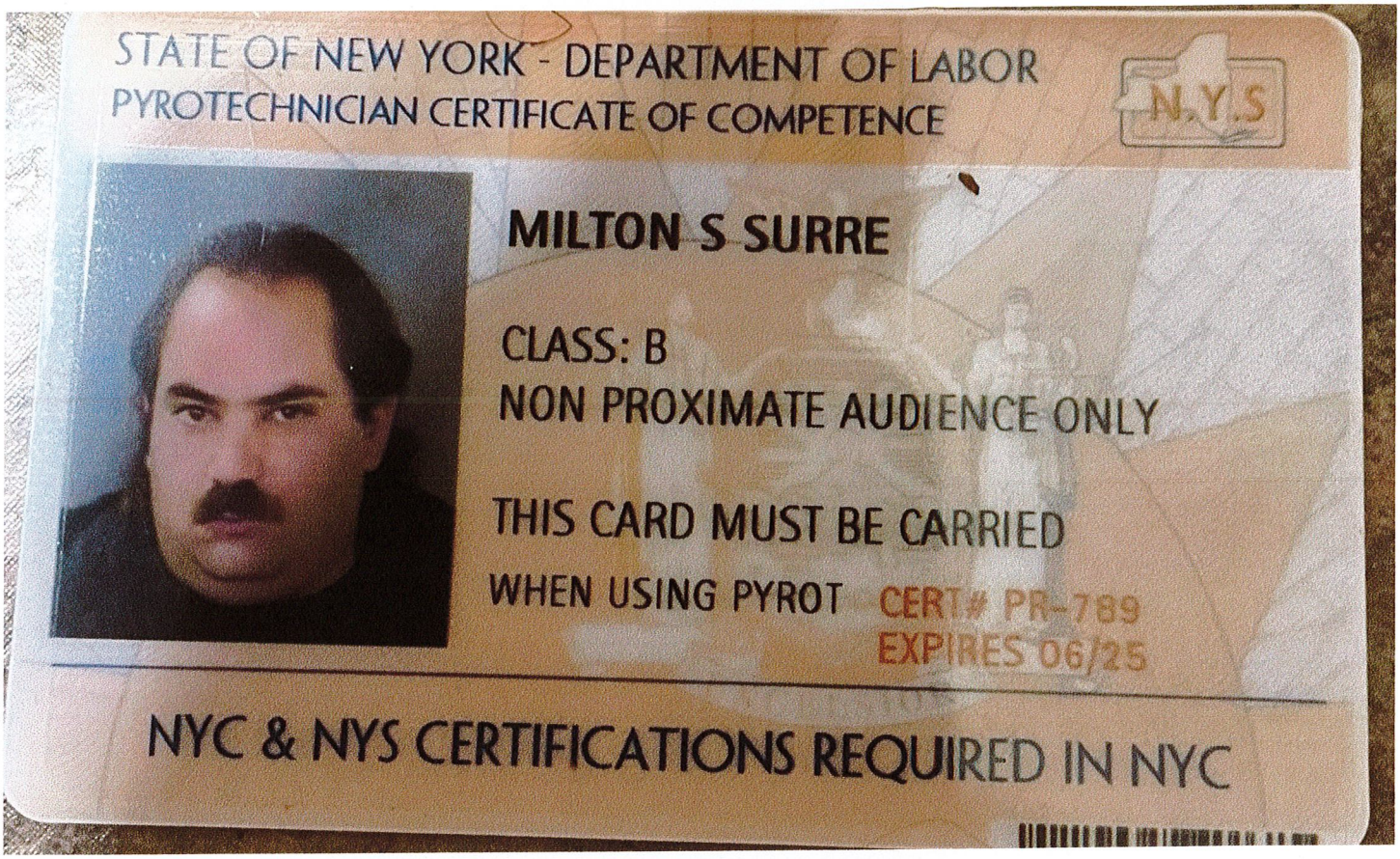
© 1988-2010 ACORD CORPORATION. All rights reserved.

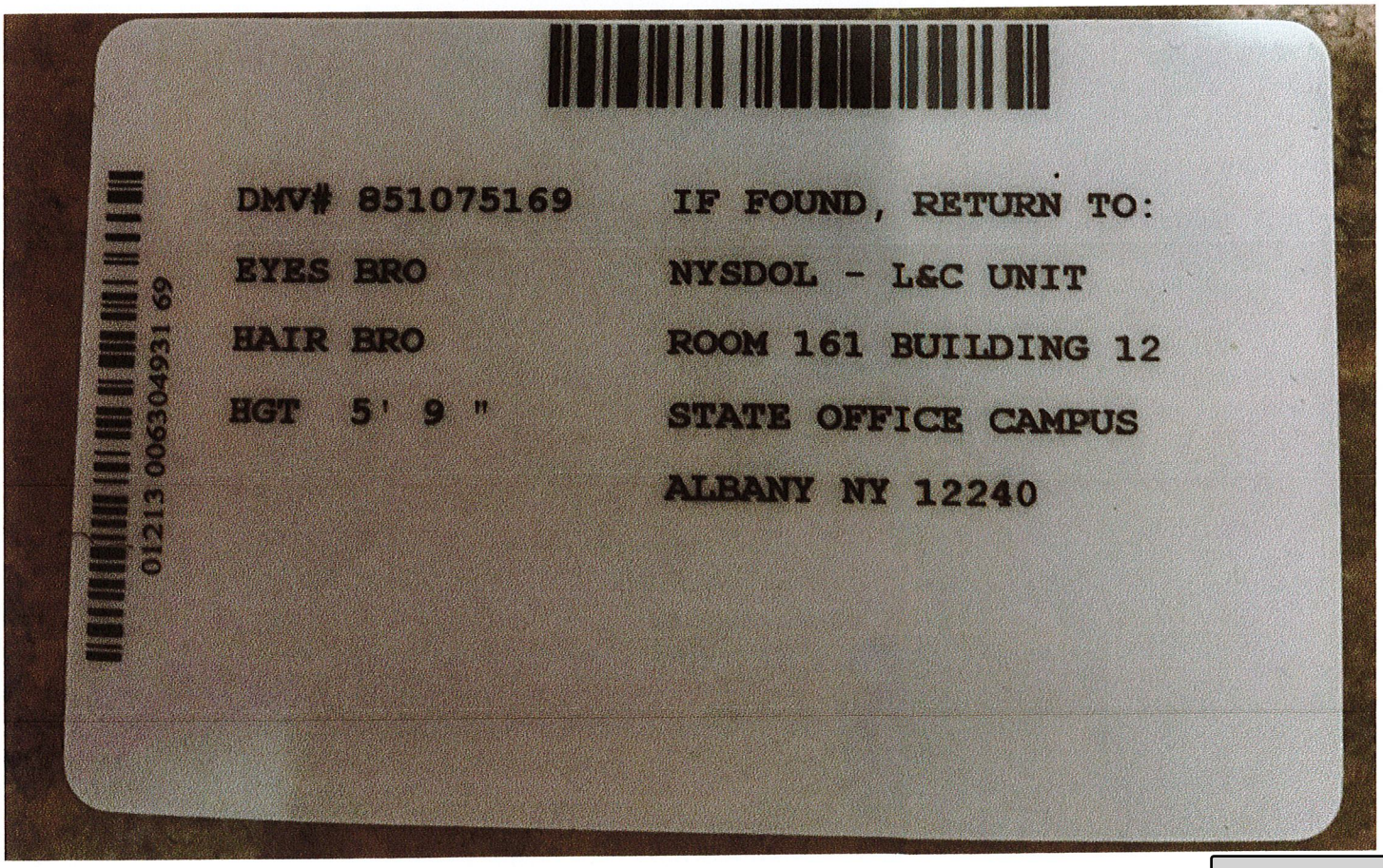
Attachment: PCC7425-05272025140018 (RES-2025-542 : Fireworks- Park Country Club)





Attachment: PCC7425-0527202514001 8 (RES-2025-542 : Fireworks- Park Country Club)





Attachment: PCC7425-0527202514001 8 (RES-2025-542 : Fireworks- Park Country Club)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 30516 **RESOLUTION 2025-543** **ADOPTED**

Fireworks - Park Country Club

Request for fireworks permit on June 28, 2025, at approximately 9:45PM at Park Country Club, 4949 Sheridan Drive, with the following conditions:

- That the spectators, parking areas, and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 560 feet. (Maximum shell size- 8 inches)
- That one (1) 5-lb ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
- That trajectory of shells shall not come within 25 feet of overhead objects.
- That shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooters: Milton Surre, Steven Knapp, Joshua Knapp
- Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.
- Crowds over 1000 people require a crowd managers as per the IFC.
- If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved by our office.
- The Amherst Town Board shall designate a time when the Fireworks display must conclude.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTION / OPERATING PERMIT

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
05/23/2025	05/23/2025	05/23/2027	FP-2025-0026

APPLICANT	ADDRESS	PHONE NUMBER
YOUNG EXPLOSIVES CORP	2165 NEW MICHIGAN RD CANANDAIGUA	585-394-1783

LOCATION OF ACTIVITY: YOUNG EXPLOSIVES CORP - (SITE) 4949 Sheridan Dr, Amherst, NY 14221

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST AND FOR THE KEEPING, STORAGE, OCCUPANCY, USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks Display
Date: 6/28/2025 @ approx. 9:45PM
Maximum shell size (inches): 8"
Minimum clearance from display (feet):
Must comply with IFC and NFPA
Fire extinguisher(s) required
Amherst Town Board shall set time for display to conclude

Shooters: Milton Surre, Steven Knapp, Joshua Knapp

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
[signature]	05/23/2025	150.00

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES

STATEMENT

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

[signature] Signature — President Title

DO NOT WRITE BELOW THIS LINE

COMMENTS:

APPROVED BY FIRE OFFICIAL — DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: PCC62825-052720251408837 (RES-2025-543 : Fireworks-Park Country Club)

TOWN OF AMHERST
BUILDING DEPARTMENT | FIRE SAFETY DIVISION
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE (716) 631-7140
FAX (716) 631-7192

MARK S. BERKE, P.E.
Commissioner of Building

Memorandum

DATE: May 23, 2025

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display - YOUNG EXPLOSIVES CORP 2165 NEW MICHIGAN RD

DATE & TIME: 6/28/2025 @ 9:45 PM

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions:

1) That the spectators, parking areas, and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 560 feet.
(Maximum shell size - 8 inches)

2) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers may be required depending on site layout.

3) The trajectory of shells shall not come within 25 feet of overhead objects.

4) The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event.
Milton Surre
Steven Knapp
Submitted shooters: Joshua Knapp

5) Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.

6) Crowds over 1000 people require a crowd manager as per the IFC.

7) If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved by our office.

8) The Amherst Town Board shall designate a time when the fireworks display must conclude.

Bryan W. Parnell
Senior Fire Inspector
Fire Safety Division

Attachment: PCC62825-052720251408837 (RES-2025-543 : Fireworks-Park Country Club)

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby make application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York.

1. Name of individual/company sponsoring the display and the names of the persons to be in charge of the firing of the display:
   Sponsor: Clark Zhang
   Fireworks Company: Young Explosives Corporation
   *Display is for a Wedding
2. Date & time at which display is to be held: 6/28/25 @ approx. 9:45 pm
3. Exact location of display: The Park CC grounds: 4949 Sheridan Drive, Williamsville, NY 14221
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:
   Milton Surre- Male over age 18 Steven Knapp- Male over age 18
   Joshua Knapp- over age 18
5. Number and kind of fireworks to be discharged:
   Approx. 150 misc. 1.3G and 1.4G shells with the largest shell size of 8" (560' fallout radius)
6. Manner and place of storage of these fireworks prior to the display:
   Fireworks arrive/depart with Young Explosives crew and under direct supervision at all times
7. Attach a diagram of the grounds on which the fireworks display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines and other overhead obstructions.
8. This application must be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries, a limit of $1,000,000 for property damage, and proof of Worker's Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $150.00 payable to the "Town of Amherst".

Date: 5/19/2025

(Company, Corporation or Individual)

James R. Young on behalf of Clark Zhang

Applicant Signature

State of New York)
County of ~~Erie~~ Monroe PA)
~~Town of Amherst~~ PA)

Sworn before me this 19 day of May in the year 2025

Paulina C. Hargarther

Notary Public

PAULINA C HARGARTHER
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 01HA0033945
My Commission Expires 2/19/2029

Attachment: PCC62825-052720251408837 (RES-2025-543 : Fireworks-Park Country Club)

SH-862 (3/22)
DIVISION OF SAFETY HEALTH
LICENSE AND CERTIFICATE UNIT
STATE OFFICE CAMPUS, BLDG. 12
ALBANY, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

Expires: 3/31/2026
THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS

License No. D-2316

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618
James R. Young

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder and quantity is not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE, DELIVERY or GIFT.

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

Amy Phillips, Director
FOR THE COMMISSIONER OF LABOR

SH-862 (5-98)

Attachment: PCC62825-052720251408837 (RES-2025-543 : Fireworks-Park Country Club)

NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
YOUNG EXPLOSIVES CORP P O BOX 18653 ROCHESTER NY 14618	YOUNG EXPLOSIVES CORPORATION P.O. BOX 18653 ROCHESTER NY 14618

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
R 400 999-9	604555	01/01/2025 TO 01/01/2026	1/6/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
JAMES YOUNG
1 OF 1 EXECUTIVE OFFICER OF
YOUNG EXPLOSIVES CORP

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.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 186545097

U-26.3

Attachment: PCC62825-052720251408837 (RES-2025-543 : Fireworks-Park Country Club)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) YOUNG EXPLOSIVES CORP. 2165 NEW MICHIGAN ROAD CANANDAIGUA, NY 14424 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (585) 394-1783 1c. Federal Employer Identification Number of Insured or Social Security Number 160900107
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) YOUNG EXPLOSIVES CORPORATION PO BOX 18653 ROCHESTER, NY 14618	3a. Name of Insurance Carrier **New York State Insurance Fund (NYSIF)** 3b. Policy Number of Entity Listed in Box "1a" DBL 6163 63 - 9 3c. Policy effective period 04/01/2024 to 04/01/2026

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

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

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

Date Signed 4/1/2025 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (10-17) Certificate Number 832205

Attachment: PCC62825-052720251408837 (RES-2025-543 : Fireworks-Park Country Club)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

Chief, Federal Explosives Licensing Center (FELC)

Licensee/Permittee Number: **6-NY-069-21-7K-00338**

Expiration Date: **October 1, 2027**

Name
YOUNG EXPLOSIVES CORP

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424-0000

Type of License or Permit
21-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature

James R Young

Printed Name

Position/Title: President

1/20/2025

Date

Mailing Address (Changes? Notify the FELC of any changes.)
YOUNG EXPLOSIVES CORP
PO BOX 18858
ROCHESTER, NY 14618-0000

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete

YOUNG EXPLOSIVES CORP;2165 NEW MICHIGAN ROAD;14424;6-NY-069-21-7K-00338;October 1, 2027;21-MANUFACTURER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **YOUNG EXPLOSIVES CORP**

Business Name:

License/Permit Number: **6-NY-069-21-7K-00338**

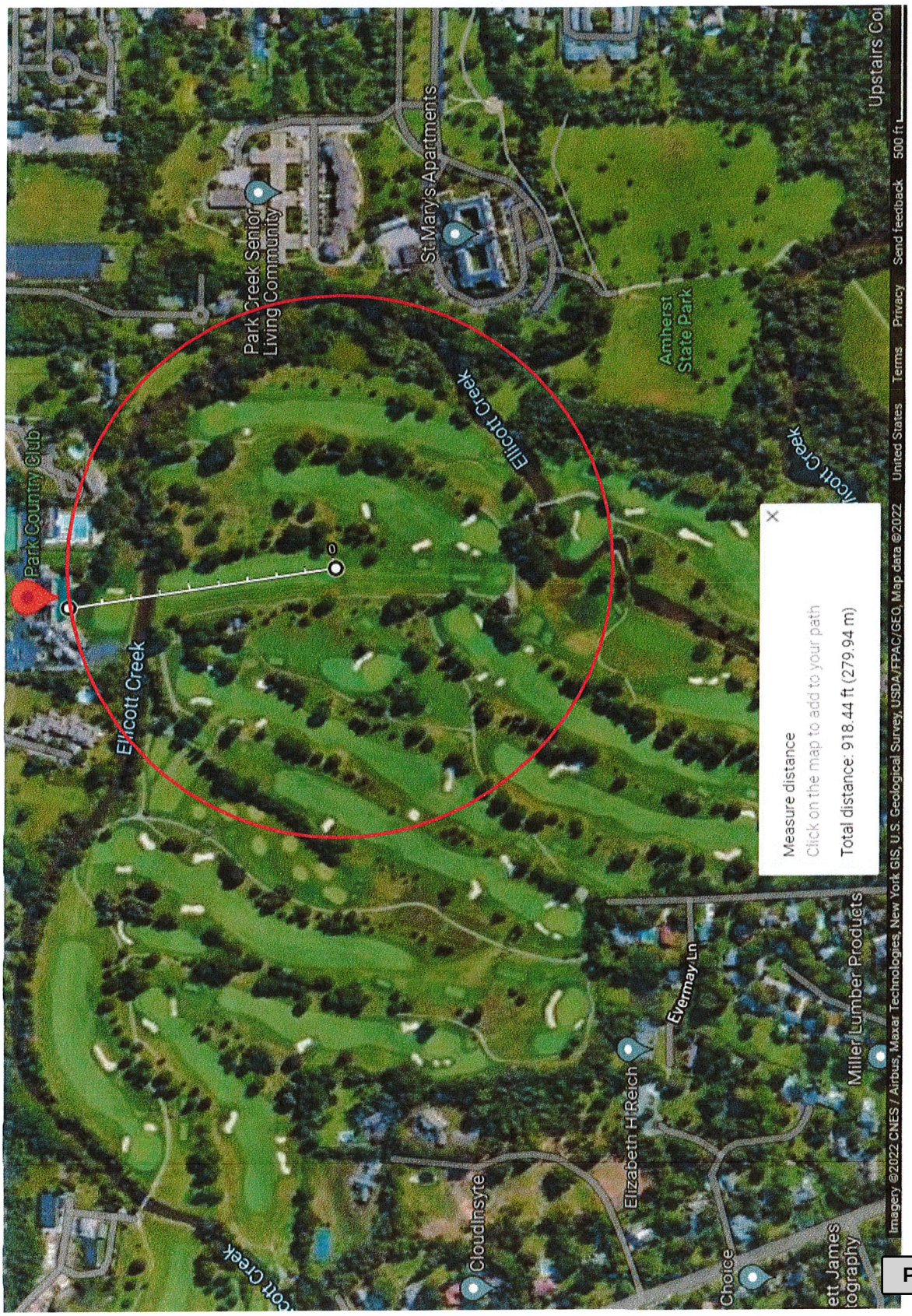
License/Permit Type: **21-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Attachment: PCC62825-0527202514083 7 (RES-2025-543 : Fireworks-Park Country Club)

The Park Country Club
4949 Sheridan Dr, Williamsville, NY 14221
May (2022)



Attachment: PCC62825-0527202514083 7 (RES-2025-543 : Fireworks-Park Country Club)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/19/2025

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

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

PRODUCER
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : Everest Denali Insurance Company	16044
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Young Explosives Corporation
P.O. Box 18653
Rochester NY 14618

COVERAGES **CERTIFICATE NUMBER:** 338484332 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC	Y	Y	GCN0011249-251	3/20/2025	10/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ $ 2,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	GCD0010092-251	3/20/2025	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	P-001-000088056-07	3/20/2025	10/15/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date: Saturday, June 28, 2025
Location: The Park Country Club, 4949 Sheridan Drive, Williamsville, NY 14221
Additional Insured: The Park Country Club of Buffalo, Inc.; Town of Amherst, NY; Village of Williamsville, NY

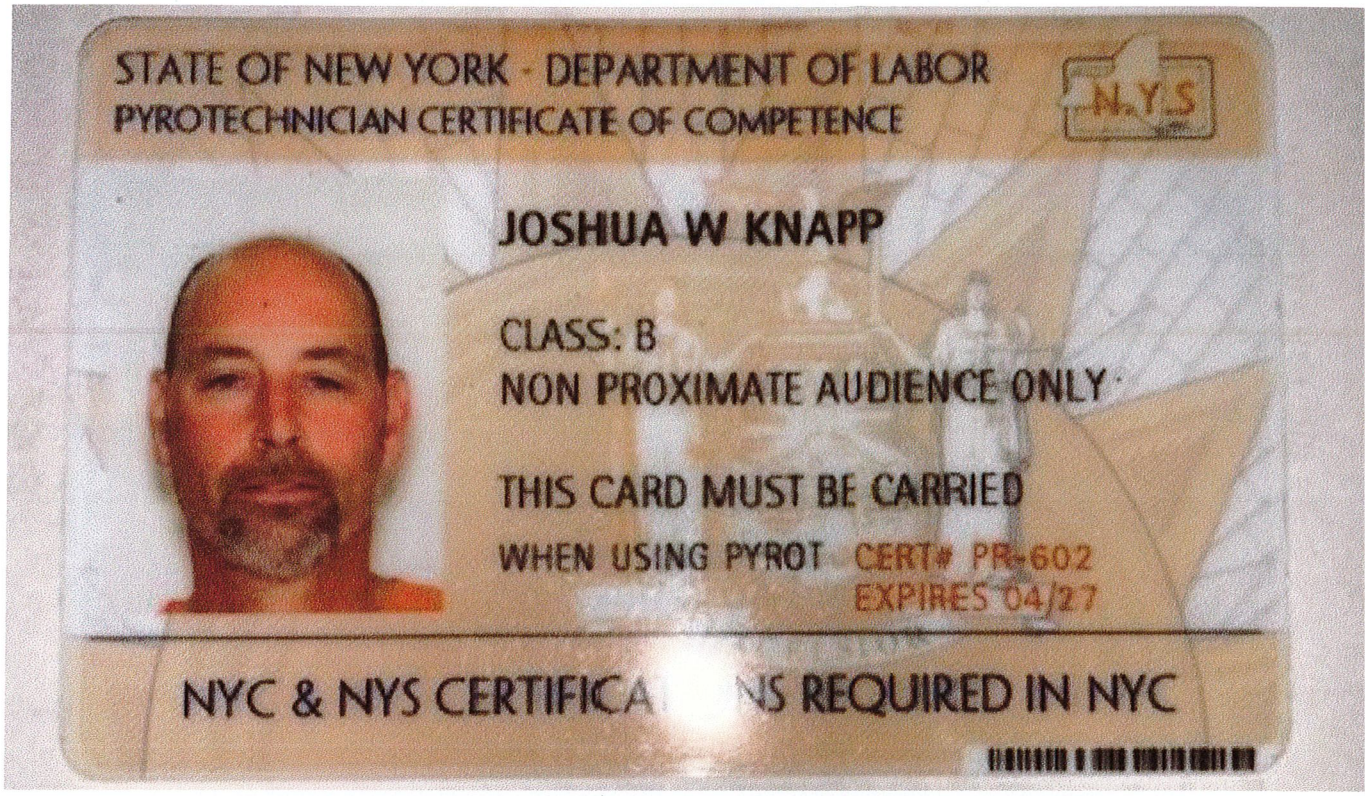
CERTIFICATE HOLDER
Clark Zhang
94 Old Tower Lane
Amherst NY 14221
United States

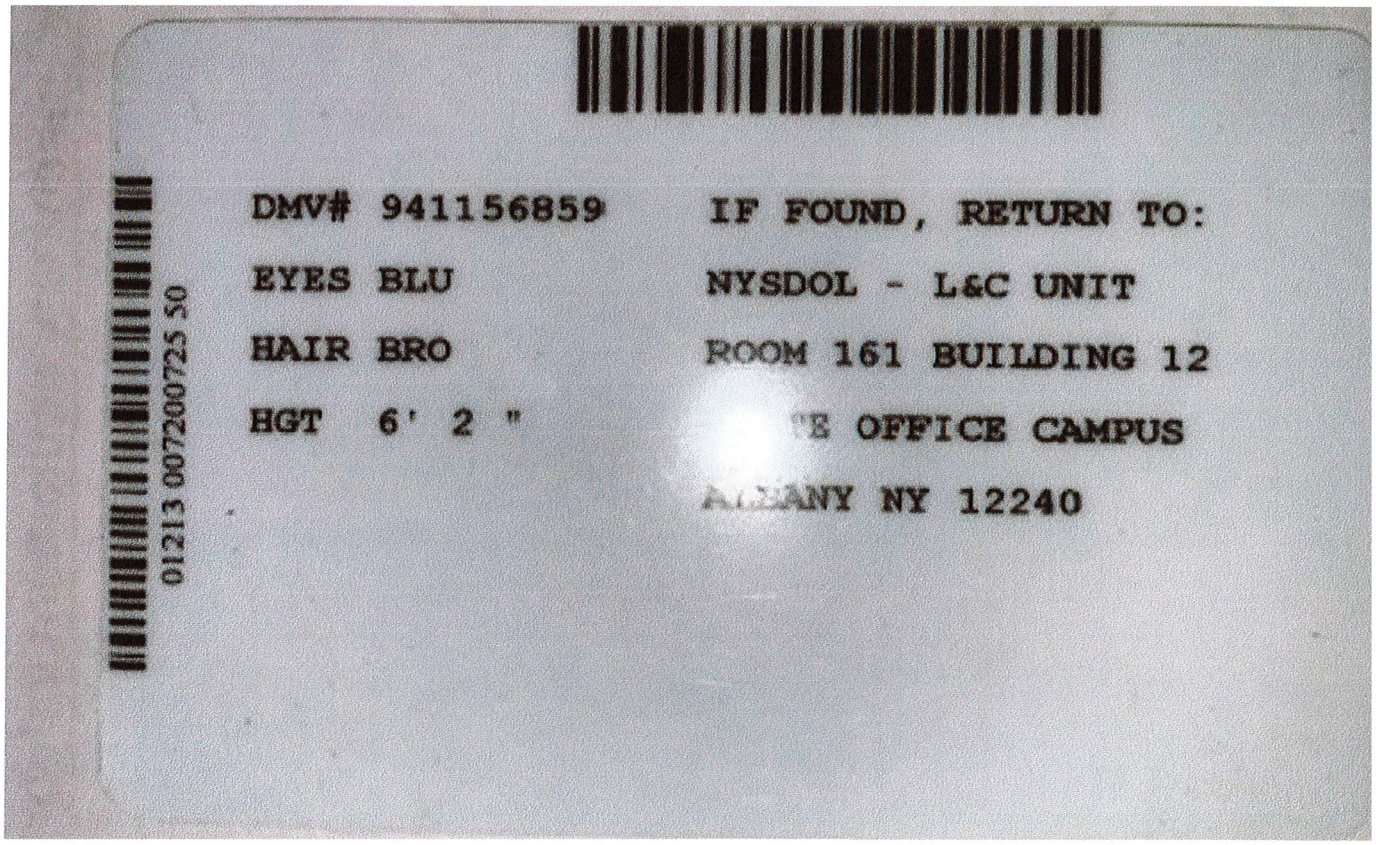
CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

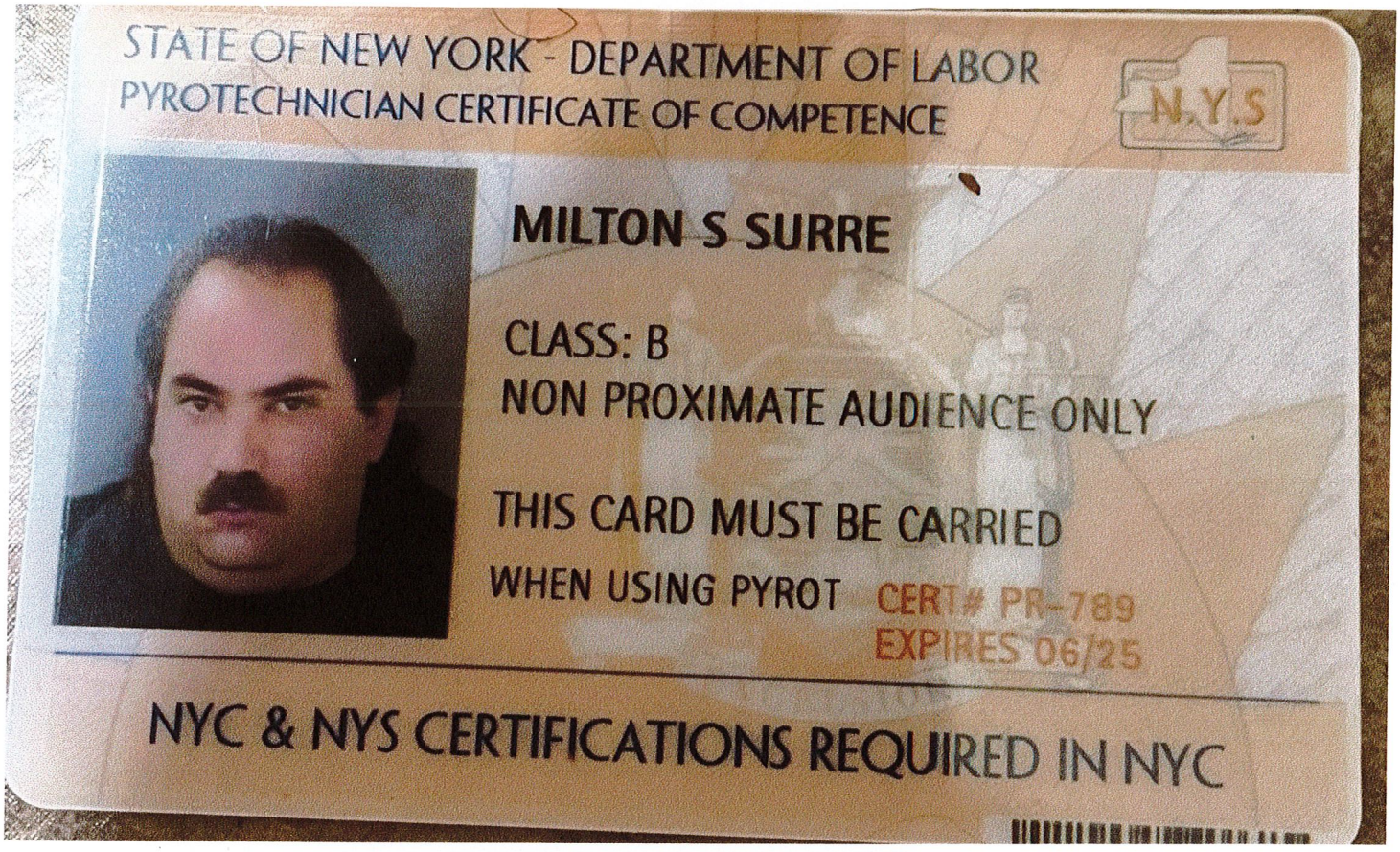
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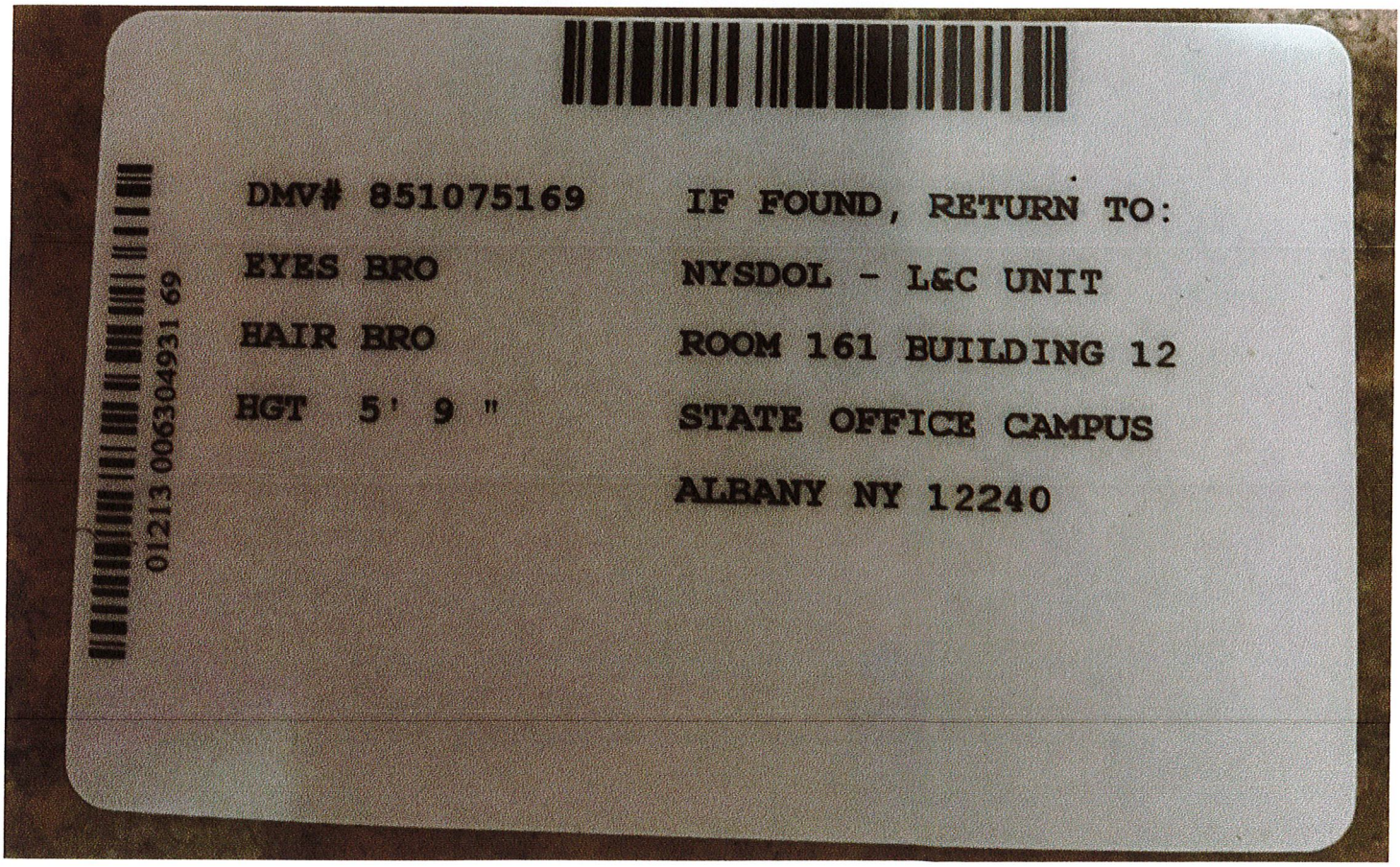
Attachment: PCC62825-052720251408837 (RES-2025-543 : Fireworks-Park Country Club)





Attachment: PCC62825-05272025140837 (RES-2025-543 : Fireworks-Park Country Club)





Attachment: PCC62825-05272025140837 (RES-2025-543 : Fireworks-Park Country Club)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 30540 **RESOLUTION 2025-544** **ADOPTED**

Budget Transfers and Amendments

For June 9, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 06/04/2025
Re: Various Department Budget Transfers / Amendments

I have received the following request(s) requiring budget transfers and / or amendments. Based on my review, I ask that the Town Board approve the following list;

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
N2450.02785 TON Rehab- PI $4,500.00	N2450.4000 Contractual $4,500.00
N2453.02785 TON Admin- PI $500.00	N2453.4003 10% Admin $500.00

To recognize Community Development program income from 3248 Elmwood, Tonawanda.

6/9/2025

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

FINANCIAL IMPACT:

See above.

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 30541 **RESOLUTION 2025-545** **ADOPTED**

2024 Financial Audit Acceptance

The Town Board is requested to formalize the acceptance of the audit report for the year ended 12/31/2024. Drescher & Malecki LLP presented the year end to the Town Board on May 12, 2025. The Financial Statements are available on the Town's website.

Please also accept the Statement of Changes in Cash Balances and Statements of Cash Receipts and Disbursements for the Senior Center, Town Clerk and Receiver of Taxes, Town Justices and Youth & Recreation, and NYS Department of Transportation Financial Assistance Schedules. Copies are available upon request.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30485 **RESOLUTION 2025-546** **ADOPTED**

Approval to Extend Bid #2023019 Bottled Water - CRS #5562

WHEREAS, WB Mason Co., Inc. has agreed to hold pricing and extend the Bottled Water contract (original CRS #4138);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with WB Mason Co., Inc. through July 11, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with WB Mason Co., Inc.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

May 15, 2025

WB Mason Co., Inc.
2855 Broadway St.
Cheektowaga, NY 14227
ATTN: John Pytlewski

Re: CRS 4138 – Bid #2023019 Bottled Water

Dear Mr. Pytlewski:

The Town of Amherst wishes to extend this agreement for an additional two-year contract period, through July 11, 2027, under the same pricing structure, terms and conditions as the original agreement.

This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond **within seven days upon receipt of this request.**

If you wish to extend, please return three signed (3) originals to:
Town of Amherst Contract Compliance Department, ATTN: Karen Halton
5583 Main Street
Williamsville, NY 14221

After approval and execution by the Town of Amherst, a fully signed copy will be returned to you for your files.

XX Yes, I agree to extend _____ No, I do not wish to extend

Company Name: WB Mason

Representative (Please print): John Pytlewski Title: Sales Manager

Signature: _____ Date: 5/19/2025

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Signed Extension Memo (RES-2025-546 : Approval to Extend Bid #2023019 Bottled Water - CRS #5562)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30509 **RESOLUTION 2025-547** **ADOPTED**

Extension of Bid #2023010 Pump Parts & Repair - CRS #5567

WHEREAS, Xylem Dewatering has agreed to extend the contract for Pump Parts & Repair (Original CRS #3975);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Xylem Dewatering through May 6, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Xylem Dewatering; 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 6, 2025.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Vaious Accounts; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

April 9, 2025

Xylem Dewatering
1 Floodgate Road
Bridgeport, NJ 08014
ATTN: Kim Doran, Service Center Manager

Re: CRS 3975 – Bid #2023010 Pump Parts & Repair

Dear Ms. Doran:

The Town of Amherst wishes to extend this agreement for an additional two year contract period, through May 7, 2027, under the same pricing structure, terms and conditions as the original agreement.

This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond **within seven days upon receipt of this request.**

If you wish to extend, please return three signed (3) originals to:
Town of Amherst Contract Compliance Department, ATTN: Karen Halton
5583 Main Street
Williamsville, NY 14221

After approval and execution by the Town of Amherst, a fully signed copy will be returned to you for your files.

✓ Yes, I agree to extend _____ No, I do not wish to extend

Company Name: Xylem Dewatering, Inc.

Representative (Please print): Kim Doran Title: Service Center Manager

Signature: Kim Doran Date: 4/14/25

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Xylem Signed Extension Agreement (RES-2025-547 : Extension of Bid #2023010 Pump Parts & Repair - CRS #5567)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30517 **RESOLUTION 2025-548** **ADOPTED**

Award Bid #2025021 Pool Chemicals - CRS #5582

WHEREAS, the Contract Compliance and Administration Department received bids on May 22, 2025 for Pool Chemicals; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Amrex Chemical Co., Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Amrex Chemical Co., Inc.; and

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

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A7141-4350 & A7146-4350; Amount TBD

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

Bid #2025021 Pool Chemicals					
Low Bidder			Vendor Name:	Amrex Chemical Co., Inc.	
Item #	QTY	U/M		Unit Price	Total Price
			6 Month Contract		
1	15	DRUM	Hydrochloric (Muriatic) Acid - 140 lb. Drum	$59.49	$892.35
1a		DRUM	Drum Deposit	$25.00	$375.00
2	10	BOTTLE	Hydrochloric (Muriatic) Acid, Reagent - 6 lb. Bottle	$10.00	$100.00
2a		BOTTLE	Bottle Deposit	$0.00	$0.00
3	10	BAG	Soda Ash, Dense - 50 lb. Bag	$17.845	$178.45
4	10	PAIL	Sodium Hypochlorite - 5-gallon Pail	17.95	$179.50
4a		PAIL	Pail Deposit	$8.00	$80.00
			Quantities are estimates and are not guaranteed.		
			NO ADDITIONAL COSTS WILL BE CONSIDERED		
NOTES:					
Amrex - Item #1: Changed drum size from 140 lb. to 145 lb.; Item #2: Changed bottle size from 6 lb.					
to 1 gal.					

Attachment: Bid Analysis Pool Chemicals (RES-2025-548 : Award Bid #2025021 Pool Chemicals - CRS #5582)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30528 **RESOLUTION 2025-549** **ADOPTED**

Award NYS OGS Mini Bid #2025022 Two (2) Chevrolet Silverados with Plows - CRS #5600

WHEREAS, the Contract Compliance and Administration Department issued Mini-Bid #2025022 through NYS OGS for the purchase of two (2) Chevrolet Silverado 2500 trucks with plows for the Highway Department; 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 Joe Basil Chevrolet, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Joe Basil Chevrolet, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we have 10 days to award an OGS mini bid.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A7110-2600; $114,768.00

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

Rank	Total Quantity	Chassis Make & Model	Model Code	Mini-Bid #	Contractor	Contract #	NYS Discount (Vehicle)	NYS Base Price (MSRP)	NYS Base Price (After Discount)	Aftermarket Components Price	Total Price per Vehicle	Grand Total Price for Mini-Bid	Built to Specification or Pre-Existing Inventory	Estimated # of days if built to spec	Notes
1	2	2026 Chevrolet Silverado 2500HD Reg Cab 142" Work Truck	CK20903	2025022	Joe Basil Chevrolet, Inc.	PC68942	10.65%	$57,277.00	$51,177.00	$6,207.00	$57,384.00	$114,768.00	Built to Specification	TBD	
2	2	2026 Chevrolet Silverado 2500HD	CK20903	2025022	DeNooyer Chevrolet, Inc	PC69048	2.00%	$53,580.00	$52,508.40	$6,467.00	$58,975.40	$117,950.80	Built to Specification	75-100 Days	
N/A	2	2025 Chevrolet Silverado 2500 Regular Cab WT	CK20903	2025022	G AND H AUTO GROUP DBA MOHAWK CHEVROLET	PC69382	10.22%	$51,500.00	$46,236.70	$7,329.00	$53,565.70	$107,131.40	Pre-Existing		Offering does not meet spec - missing the spray on bed liner, the aluminum wheels, and step assist bars. Also has a work truck convenience package added. The color also does not spec.
											$0.00	$0.00			
											$0.00	$0.00			
											$0.00	$0.00			
											$0.00	$0.00			
											$0.00	$0.00			
											$0.00	$0.00			

Late Bids Received for Mini-Bid

Mini-Bid #	Contractor		Contract #	Date/Time Bid Arrived

Attachment: Mini Bid 2025022 Bid Tab (RES-2025-549 : Award NYS OGS Mini Bid #2025022 Two (2)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30545 **RESOLUTION 2025-550** **ADOPTED AS AMENDED**

Maintenance Materials Bid Part 2 Sections 9-16

The Highway Department respectfully requests that the Purchasing Maintenance Materials bids, Section 9 through 16 be awarded to the lowest bidders within specifications as follow:

SECTION 9
Pipe, Fittings, Couplers and Flexible Ferncos

9-1 CRS# 5608 Core & Main
9-2 CRS# 5599 Niagara Precast

SECTION 10
Geo-Textile Material, ADA Detectable Surface Tile and Barrier Blocks (Jersey Barricades)

10-1 CRS# 5609 Airtite Wholesale Building Materials

SECTION 11
Precast concrete Manholes, Round frames/covers. Precast Catchbasins, Barrier Blocks, Rectangular Frames/Grates and Manhole Rings

11-1 CRS# 5613 Kistner Concrete Products
11-2 CRS# 5614 Bihr Landscape Inc
11-3 CRS# 5615 FW Webb

SECTION 12
Sign Material (Alum Sheeting), Stop Signs & Poles, 3M Products, Traffic Control Equipment and Traffic Safety Signs Etc.

12-1 CRS# 5616 Eberl Iron Works Inc
12-2 CRS# 5617 Vulcan Signs
12-3 CRS# 5618 Eastern Metal of America
12-4 CRS# 5619 Northeast Signal
12-5 CRS# 5620 Traffic Systems

SECTION 13
Concrete Building Materials (Brick/Block/Mortar)

13-1 CRS# 5621 Upstate / Scrantons Builders Supply

SECTION 14
Bikepath and Trailway Rehabilitation

14-1 CRS# 5622 Amherst Paving Inc
14-2 CRS# 5623 Milherst Construction Inc

SECTION 15 – No Bids

SECTION 16
Plant Mixed Concrete and controlled low strength materials9clsm) flowable fill

16-1 CRS# 5624 Holcim Quarries Inc
16-2 CRS# 5625 NESL Co Inc

Approval is subject to successful completion of the Contract Routing System, as the Town is currently without a contract for these items.

6/9/2025
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion was then made by Supervisor Kulpa to amend, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

TOWN WIDE VARIOUS TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30547 **RESOLUTION 2025-551** **ADOPTED**

ECWA - Utility Work Permit – 72 Fairwoods Drive

Kindly adopt a resolution:

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

Thank you.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

n/a

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

UTILITY WORK PERMIT

Permit Issued Under Section 149 of the Highway Laws

The undersigned, the Town Superintendent of Highways, of the town of Amherst

County of Erie, upon the written application of ECWA

dated on the 30 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 _____ day of _____, 20____

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

Packe

Permit Under Section 149

Issued _____

To _____

P.O. Address _____

_____

_____

_____

Town Superintendent

Attachment: Fair Woods #72 (RES-2025-551 : ECWA - Utility Work Permit – 72 Fairwoods Drive)

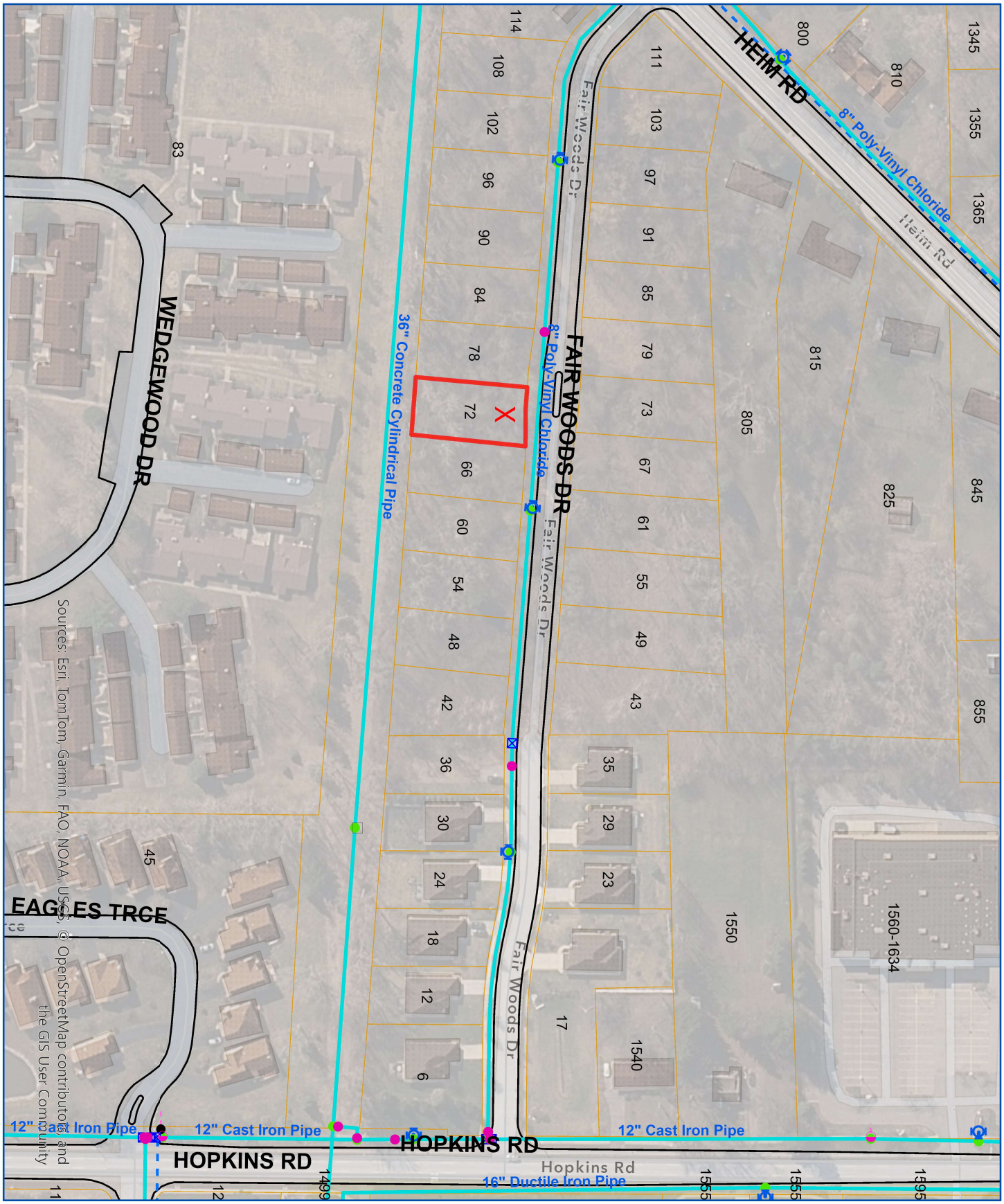
Applied for Monday _05/26/2025__ To Friday _05/30/2025___ **UTITLY WORK PERMIT No. _____**

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
72	Fair Woods Dr.	Heim Rd.	Hopkins Rd.	¾”	Southerly R.O.W.	8”	315914957

Attachment: Fair Woods #72 (RES-2025-551 : ECWA - Utility Work Permit – 72 Fairwoods Drive)

F:\work permit\templates\001 AMTN TABLE.docx\



Attachment: Fair Woods #72 (RES-2025-551 : ECWA - Utility Work Permit – 72 Fairwoods Drive)

Erie County Water Authority
Buffalo, New York

72 Fair Woods Dr., AMTN

0 75 150 300 Feet

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30543 **RESOLUTION 2025-552** **ADOPTED**

Messenger/Amherst Town Court

Please appoint a Messenger to the Amherst Town Court. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 10, 2025 at an hourly rate of $16.25, Grade 2, Step A for Nicole Olesko.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 30527 **RESOLUTION 2025-553** **ADOPTED**

GIS Services with Geocove, Inc. CRS #5601

TO: **Town Board**

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

DATE: **June 9th, 2025**

RE: **GIS Services with Geocove, Inc.**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Agreement pending successful completion of the Contract Routing System. The Town has requested consulting services from Geocove, Inc. to address the following technical areas: GIS software licensing, Town staff training, enterprise management, and GIS data migration.

Funding for this agreement is available through the IT Department's Professional Services budget.

Thank you.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

$15,625

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

GEOCOVE, INC.
247 Cayuga Rd Ste 70
Cheektowaga, NY 14225 US
7167487585
accounting@geocove.com
www.geocove.com

Estimate

ADDRESS
Mr. David Willer
Town of Amherst
5583 Main Street
Williamsville, New York
14221

ESTIMATE # 1259
DATE 05/29/2025
EXPIRATION DATE 08/28/2025

ACTIVITY	QTY	RATE	AMOUNT
Services Professional GIS Services on a time and materials (T&M) basis. The tasks performed shall be estimated by Geocove (hours) and approved by the Town via written approval (email shall be considered written) prior to work commencement and shall not exceed the amount listed through this scope of work. Work shall be billed monthly for tasks (hours) provided at the corresponding rate. 2025 Rates: Project Manager / Consulting: $125 / hour Developer: $125 / hour GIS Analyst: $85 / hour GIS Technician: $65 / hour Examples of tasks may include (but are not limited to): * consulting on geodatabase and data storage formats and designs * consulting on managing an enterprise GIS, roll-out to departments and implementation of solutions * technical transfer (training) * migrating to ArcGIS Pro * creating reports * modeling and scripting within ArcGIS Pro * imagery * best practices for editing within ArcGIS Pro	125	125.00	15,625.00

Please find the attached estimate. Please let us know if you have any questions or concerns!

Geocove, Inc.

SUBTOTAL	15,625.00
TAX	0.00
TOTAL	**USD 15,625.00**

For the services performed by Geocove, the client will be billed monthly for the hours used. The cost will not exceed the cost quoted above. If more hours are needed, a new quote will be generated. All costs are quoted in US Dollars.

Attachment: (250529) Estimate_1259_from_GEOCOVE_INC (RES-2025-553 : GIS Services with Geocove, Inc. CRS #5601)

sales@geocove.com

Accepted By

Accepted Date

Attachment: (250529) Estimate_1259_from_GEOCOVE_INC (RES-2025-553 : GIS Services with Geocove, Inc. CRS #5601)

For the services performed by Geocove, the client will be billed monthly for the hours used. The cost will not exceed the cost quoted above. If more hours are needed, a new quote will be generated. All costs are quoted in US Dollars.

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30538 **RESOLUTION 2025-554** **ADOPTED AS AMENDED**

SEQR Lead Agency Concurrence – Willowdale Park/Amherst Central Park (772 North Forest Road, 385 & 391 Maple Road)

WHEREAS, pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA), on May 13, 2025 the Town of Amherst received a solicitation for Lead Agency status from the Erie County Legislature, acting through the Erie County Department of Environment and Planning for the Action known as Willowdale Park/Amherst Central Park - County/Town Partnership, and

WHEREAS, the Action consists of, but is not limited to land transfer and renovation and redevelopment of the former Westwood Country Club property into a public park through an Intermunicipal Agreement between the Town and County and an Agreement with the New York State Department of Environmental Conservation, and

~~WHEREAS, that this Town Board as a SEQR Involved Agency has reviewed the Full Environmental Assessment Form Part 1 and proposed redevelopment plan, now therefore be it~~

RESOLVED, that the Town Board concurs with Erie County assuming Lead Agency status for this Action.

6/9/2025
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion was then made by Councilmember Berger to amend, seconded by Councilmember Marinucci and unanimously approved 5-0. Amendment adds the strikethrough. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

STATE ENVIRONMENTAL QUALITY REVIEW
SOLICITATION FOR LEAD AGENCY STATUS

Pursuant to Part 617 of the implementing regulations pertaining to Article 8,
(State Environmental Quality Review – SEQR) of the Environmental Conservation Law.

DATE:
May 13, 2025

TITLE OF ACTION:
Willowdale Park/Amherst Central Park County/Town Partnership

LOCATION:
Approx 170.5 contiguous acres located at 772 North Forest Road, 385 & 391 Maple Road.

DESCRIPTION OF ACTION:
Erie County is seeking to join with the Town of Amherst in the renovation and redevelopment of the former Westwood Country Club into a public park. Work is anticipated to initially proceed through an amendment to the existing Intermunicipal Agreement between the Town and County and an Agreement with the New York State Department of Environmental Conservation (NYSDEC). The land is anticipated to ultimately be transferred to the County in two phases.

The first phase will be the transfer of approximately 162.38 acres of the land, where 9 of the 18 holes of the former golf course will be re-established, and the passive park will be sited (See Figure 1). The Town will next transfer the southern 8.12 acres after the Town completes construction of an inclusive playground, public space, and restrooms (See Figure 2).

The reestablishment of the golf course by the County will alter about 4.5 acres where tees and greens will be restored and environmental conditions associated with historic golf course activities will be addressed under NYSDEC oversight. The remainder of the northern 162.38 acres, excluding the former clubhouse area, will become passive recreational land for walking/jogging and the enjoyment of nature.

The Erie County Legislature, acting through the Department of Environment and Planning, is processing the action as a Type I Action for the purpose of SEQR, and will coordinate the review with involved and interested agencies pursuant to Part 617.6(b).

Any involved or interested agency may submit objections in writing within thirty (30) days of the date of this notification. If no objections are expressed, the Erie County Legislature, acting through the Department of Environment and Planning, will assume lead agency status for this action and will make a determination of its significance.

Written comments may be submitted by June 13, 2025, to:

Mark P. Rountree, Chief Planner
Erie County Department of Environment and Planning
Edward A. Rath County Office Building
95 Franklin Street, Suite 1000
Buffalo NY 14202
Mark.rountree@erie.gov

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

ELECTRONIC COPIES SENT TO:

Town of Amherst Town Board
c/o Francina J. Spoth, Town Clerk
5583 Main Street
Williamsville, NY 14221
Fspoth@amherst.ny.us

Town of Amherst – Office of Town Supervisor
Brian J. Kulpa, Supervisor
5583 Main Street
Williamsville, NY 14221
Bkulpa@amherst.ny.us

Town of Amherst Planning Department
Daniel Howard, Planning Director
5583 Main Street
Williamsville, NY 14221
dhoward@amherst.ny.us

Town of Amherst Highway Department
Steven Floss, Highway Superintendent
5583 Main Street
Williamsville, NY 14221
sfloss@amherst.ny.us

Town of Amherst Engineering Department
Brian Armstrong, Director of Engineering Services
1100 North Forest Road
Williamsville, NY 14221
barmstrong@amherst.ny.us

Dormitory Authority of the State of New York
6047 Transit Road, Suite 103
East Amherst, NY 14051
MStanley@dasny.org

Erie County Department of Parks, Recreation & Forestry
Troy Schinzel, Commissioner
Edward A. Rath County Office Building
95 Franklin Street, Suite 1254
Buffalo NY 14202
Troy.Schinzel@erie.gov

United States Army Corps of Engineers
Buffalo District Regulatory Branch
Joseph Rowley, Physical Scientist
478 Main Street
Buffalo, New York 14202
LRB.Regulatory.NewYork_Actions@usace.army.mil

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

Regional Permit Administrator
New York State Department of Environmental Conservation (NYSDEC), Region 9
270 Michigan Ave.
Buffalo, NY 14203-2915
Dep.r9@dec.ny.gov

New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP)
Jennifer Walkowski
Historic Preservation Specialist/Archaeology Division for Historic Preservation
P.O. Box 189,
Waterford, New York 12188-0189
Jennifer.Walkowski@parks.ny.gov

Erie County of Public Works (ECDPW)
Commissioner William Geary
Edward A Rath County Office Building
95 Franklin Street, 14th floor
Buffalo, New York 14202
William.Geary@erie.gov

Erie County Water Authority
Terrence D. McCracken, Secretary
295 Main Street – Room 350
Buffalo, New York 14203-2494
media@ecwa.org

Snyder Fire District Thomas Merrill, Chairman
4531 Main Street
Amherst, New York 14226
sfdistrict@snyderfd.com

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Willowdale Park/Amherst Central Park County/ Town Partnership		
Project Location (describe, and attach a general location map): Approx 170.5 contiguous Acres located at 772 North Forest Road, 385 & 391 Maple Road.		
Brief Description of Proposed Action (include purpose or need): Erie County is seeking to join with the Town of Amherst in the renovation and redevelopment of the former Westwood Country Club into a public park. Work is anticipated to initially proceed through an amendment to the existing Intermunicipal Agreement between the Town and County and an Agreement with the New York State Department of Environmental Conservation (NYSDEC). The land is anticipated to ultimately be transferred to the County in two phases. The first phase will be the transfer of approximately 162.38 acres of the land, where 9 of the 18 holes of the former golf course will be re-established, and the passive park will be sited (See Figure 1). The Town will next transfer the southern 8.12 acres after the Town completes construction of an inclusive playground, public space, and restrooms (See Figure 2). The reestablishment of the golf course by the County will alter about 4.5 acres where tees and greens will be restored and environmental conditions associated with historic golf course activities will be addressed under NYSDEC oversight. The remainder of the northern 162.38 acres, excluding the former clubhouse area, will become passive recreational land for walking/jogging and the enjoyment of nature.		
Name of Applicant/Sponsor: Erie County Legislature (acting through the Department of Environment and Planning)	Telephone: 716-858-8008 E-Mail: Mark.Rountree@erie.gov	
Address: 95 Franklin Street, Suite 1010		
City/PO: Buffalo	State: NY	Zip Code: 14202
Project Contact (if not same as sponsor; give name and title/role): Chief Planner - Mark Rountree	Telephone: 716-858-8008 E-Mail: Mark.Rountree@erie.gov	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Town of Amherst, NY	Telephone: 716-631-7051 E-Mail:	
Address: 5583 Main Street		
City/PO: Williamsville	State: NY	Zip Code: 14221

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

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 Council, Town Board, or Village Board of Trustees ☑Yes ☐No	Amherst - IMA, Land Transfer with rec easement retention, SWPPP, subdivision approval	6.25
b. City, Town or Village Planning Board or Commission ☐Yes ☑No		
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☑Yes ☐No	County Leg (Land Acquisition); DPW (Permitting Agency); Planning 239-m review	6.25
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDEC - P program/ cleanup oversight, water withdrawal permit, SPDES	TBD
h. Federal agencies ☐Yes ☑No		

i. Coastal Resources.

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

NYS Heritage Area - West Erie Canal Corridor

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

If Yes, identify the plan(s):

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

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?
Recreation- Conservation

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?

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

c. Which fire protection and emergency medical services serve the project site?
Snyder Fire District, Milliard Fillmore Suburban Hospital

d. What parks serve the project site?
Amherst Central Park (The Project itself) ; Town of Amherst Ellicott Creek Bike Path; Town of Amherst Northtown Center and Recreation Complex; Town of Amherst Audubon Golf Course and playground; Town of Amherst Par 3 Golf Course.

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)? Land Transfer with preservation of recreational purposes, and re-establishment of 9 holes of mothballed 18 hole golf course.

b. a. Total acreage of the site of the proposed action? approx. 170.5 acres
b. Total acreage to be physically disturbed? approx. 4.5 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? approx. 170.5 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)
Administrative - Town of Amherst
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? 2
iv. Minimum and maximum proposed lot sizes? Minimum 8.12 Maximum 162.38

e. Will the proposed action be constructed in multiple phases? ☑ Yes ☐ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated 2
- Anticipated commencement date of phase 1 (including demolition) April month 2025 year
- Anticipated completion date of final phase June month 2026 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: Town of Amherst have been jointly funding and developing plans through an IMA.

Amherst will implement PUD for rec. development (responsible for playground and winter market development, and any SWPPP for and then will transfer land while retaining recreational easement). County will acquire fee title subject to Amherst Rec. Easement, and re-establish 9 holes of 18 hole golf course.

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

f. Does the project include new residential uses? ☐Yes ☑No
If Yes, show numbers of units proposed.

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

g. Does the proposed action include new non-residential construction (including expansions)? ☐Yes ☑No
If Yes,
i. Total number of structures _____
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? ☑Yes ☐No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
If Yes:
i .What is the purpose of the excavation or dredging? Removal of greens, and some tees, reestablishment on existent holes 10-18, and irrigation
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): none
- Over what duration of time? less than 3 months

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
Materials excavated will be managed on site in accordance with NYSDEC-approved soils management plan.
_____
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): _____
_____

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

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: up to 140,000 peak 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:
- 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: applicant seeks to reestablish pre-existing water withdrawl system of former Westwood Country Club, to be used for irrigation of 9 holes of former course. Capacity 168,000 gpd.

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: 500 gallons/minute.

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

i. Total anticipated liquid waste generation per day: 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):

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

- Name of wastewater treatment plant to be used: Amherst WWTF
- Name of 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: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

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

If Yes:

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

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

If Yes:

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

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

_____

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

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

If Yes:

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

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

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

_____

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

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

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

If Yes, identify:

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

_____

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

_____

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

_____

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

If Yes:

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

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

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

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

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 0

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 am -6pm
- Saturday: 8am-4pm
- Sunday: none
- Holidays: none

ii. During Operations:

- Monday - Friday: dusk to dawn
- Saturday: dusk tp dawn
- Sunday: dusk to dawn
- Holidays: dusk to dawn

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

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:

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:

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):

golf course will use herbicides on 9 holes during operation

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: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

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): municipal facilities including parks

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	8.66		0
• Forested	14.97		0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	136.66		0
• Agricultural (includes active orchards, field, greenhouse etc.)	0		0
• Surface water features (lakes, ponds, streams, rivers, etc.)	3.34		0
• Wetlands (freshwater or tidal)	6.92		0
• Non-vegetated (bare rock, earth or fill)	0		0
• Other Describe: _____			

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

13.P.1.a

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:
Maplemere Elementary School

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): C915291
☐ 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): C915291, C 915207

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
C915121 which was BCP application was closed out .C915207 identifies remediation activities completed

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

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? 6.5 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:

Odessa (Silty Loam)	38 %
Claverack (Loamy fine)	18 %
Coasad (Loamy fine sand)	15 %

d. What is the average depth to the water table on the project site? Average: .5-1.5 feet

e. Drainage status of project site soils:
☐ Well Drained: ____ % of site
☑ Moderately Well Drained: 90 % of site
☑ Poorly Drained 10 % 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 837-25 Ellicott Creek Classification B
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters,(Ellicott Creek, ponds, and tributary) Approximate Size approx. 10 acres
- 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: Name - Pollutants - Uses: Ellicott Creek, Lower, and tribs - Total Phosphorus

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: _____

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

m. Identify the predominant wildlife species that occupy or use the project site:
White Tail Deer
Cotton tail rabbits, gray squirell, mice
redfox
coyote

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: _____

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

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: Eligible: 829 North Forest Road

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

The 2-story brick house meets Criterion C as a rare example of a brick farmhouse with Greek Revival influences in the Town of Amherst. Built ca. 1840s.

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

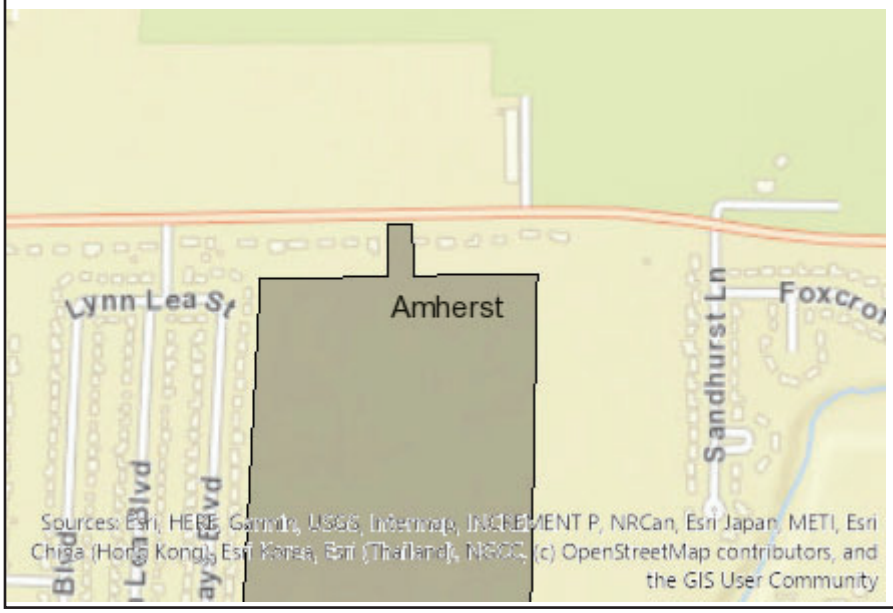
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

PRINT FORM

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central



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 to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



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]	Remediaton Sites:C915291, Remediaton Sites:915291, NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	C915291
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	C915207, C915291
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

E.2.h.iv [Surface Water Features - Stream Name]	837-25
E.2.h.iv [Surface Water Features - Stream Classification]	B
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Ellicott Creek, Lower, and tribs - Total Phosphorus
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
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
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]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:829 NORTH FOREST RD, AMHERST
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence, Willowdale Park/Amherst Central

FIGURE 1

WILLOWDALE PARK CONCEPTUAL PLAN

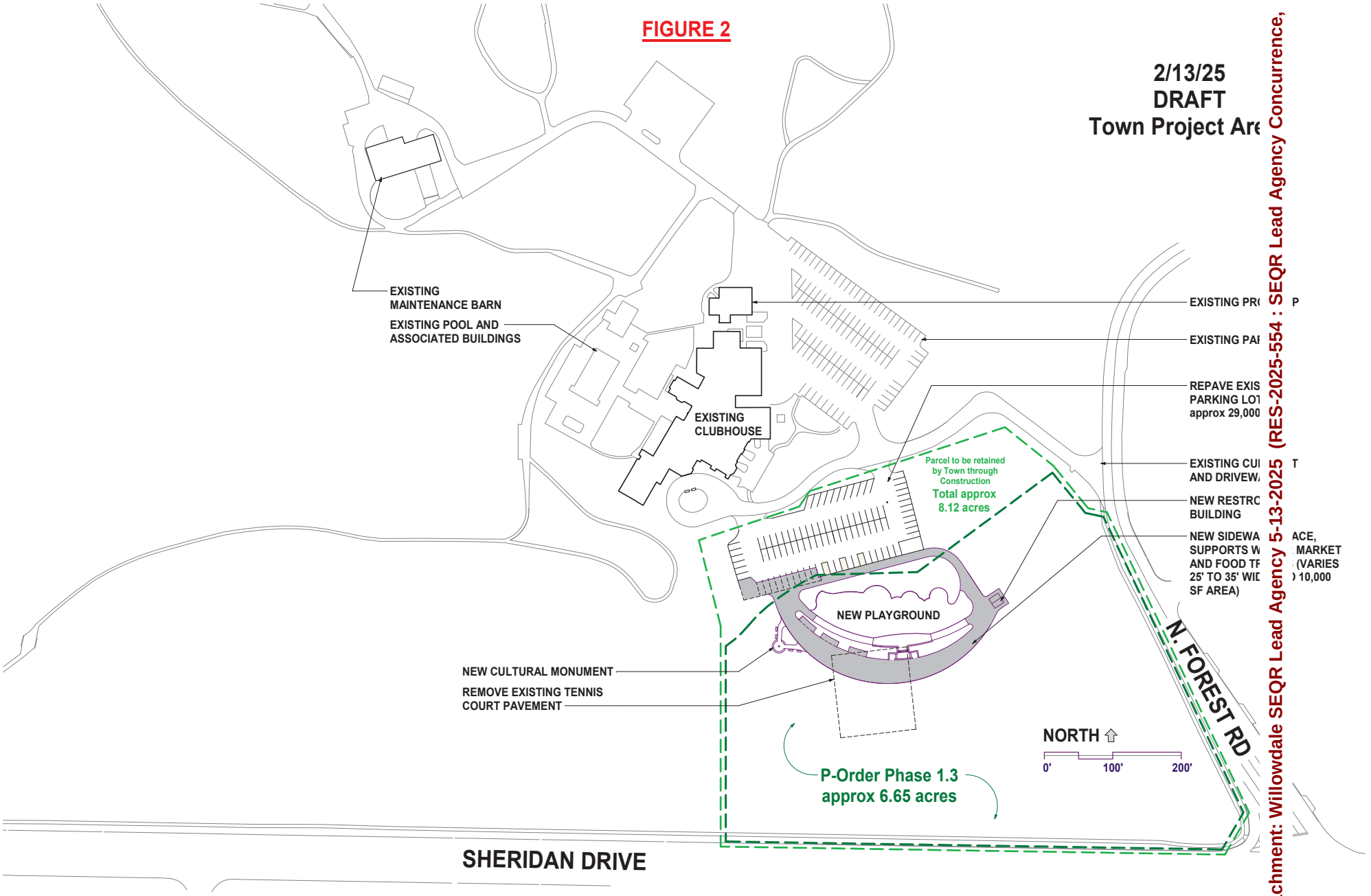


C&S COMPANIES®

APRIL 2025

0 150 Feet

Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence,



Attachment: Willowdale SEQR Lead Agency 5-13-2025 (RES-2025-554 : SEQR Lead Agency Concurrence,

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30536 **RESOLUTION 2025-555** **ADOPTED**

Auction of Police Department Surplus Equipment

TOWN BOARD AGENDA ITEM: JUNE 9, 2025

To: **Town Board**

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

Re: **Auction of Police Department Surplus Equipment**

Kindly adopt a resolution authorizing the Police Department to take the following vehicles and equipment out of service and allow for their sale at auction:

Police Department Vehicles to be sold at auction:

Year/Make/Model	VIN Number	Estimated Value
1999 Harley-Davidson TPI Motorcycle	1HDIFMW10XY613059	$7,000.00
1999 Harley-Davidson TPI Motorcycle	1HDIFMW16XY612949	$7,000.00
2006 Royal Carry-on Truck Trailer	5LABE18246M079203	$5,500.00

Police Department Equipment to be sold at auction:

{See attached list for equipment breakdown}

Upon the sale of the above items, proceeds will be placed into the Police Department Auction Revenue account A 3120.02617.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: June 9, 2025)**

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

A 3120 .02617: Revenue/Amount TBD

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

Panasonic Body Cameras

Body Cams	All Sold Together				Docking Stations	All Sold Together
Model: WV-TW370					Model: WV-TC370	
Serial Numbers:	SCA00165	SCA00152	TKA00070		Serial Numbers:	QBA00141
	QBA01068	QIA01169	QHA00352			QLA00010
	SCA00139	SCA00178	QIA01050			QBA00132
	RDA00028	QIA00578	SAA00110			TJA00003
	QDA00519	TKA00069	SAA00008			QBA00040
	SAA00057	QBA00983	QCD00264			REA00007
	SCA00140	RFA01001	TKA00071			SDA00009
	SCA00150	SCA00162	QIA01051			RAA00025
	QKA01045	QDA00530	SCA00164			SDA00015
	QDA00067	QIA00293	QJA00447			QEA00030
	QDA00529	QCA00168	QIA00691			QBA00224
	QKA01154	SCA00166	SCA00090			SDA00046
	QDA00069	SCA00167	QIA01063		Estimated Value:	$1,000.00
	SCA00149	QDA00115	QDA00068		Condition:	Used
	SCA00185	SCA00179	QDA00528			
	SCA00188	RDA00027	SCA00187			
	QDA00526	SCA00111	RAA00496			
	SCA00112	RDA00025	SCA00161			
	SAA00044	QKA01575	SCA00168			
	SCA00091	QDA00381	SCA00151			
	SAA00005	QJA00678	QJA00553			
	SCA00163	TKA00072	SCA00180			
	QDA00382	RFA00818	QHA00443			
	SCA00109	RDA00026	SCA00092			
	QCA00012	SAA00112	QIA01698			
	QDA00116	QIA00680	QCA00221			
	QKA01638	RFA00981	RBA00202			
	SCA00186	QJA00582	SCA00110			
	SAA00043	RFA01003	QKA01583			
	QDA00383	SAA00111	SAA00006			
	SAA00109	SCA00089	QHA00108			
Estimated Value:	$930.00					
Condition:	Used					

Attachment: Auction Equipment List (RES-2025-555 : Auction of Police Department Surplus Equipment)

Panasonic Toughbooks				
Model:	**Serial Number:**			
CF-53	4LTSA78867	Estimated Value:	$100.00	
		Condition:	Used	
CF-31JAGEX1M	2HTYA86766	Estimated Value:	$250.00	All Sold Together
	2CTYA60135	Condition:	Used	
	2FTYA75301			
	2CTYA59253			
	1AKYA42826			
CF-53JULCV1M	1AKYA43501	Estimated Value:	$100.00	
		Condition:	Used	
CF-53JULZY1M	2JTYA35154	Estimated Value:	$100.00	
		Condition:	Used	
CF-532ULCLCM	4LTSA78861	Estimated Value:	$100.00	
		Condition:	Used	
CF-30FCS73AM	8KKYB10165	Estimated Value:	$50.00	
		Condition:	Used	
CF-30KCP732M	9FKYA63732	Estimated Value:	$50.00	
		Condition:	Used	

Attachment: Auction Equipment List (RES-2025-555 : Auction of Police Department Surplus Equipment)

Panasonic Car Cameras					
Model:	**Serial#:**				
WV-TW37003	QHA00150		Arbitrator	CN258IR-P	C29100001P1E300001(G)
				CN258IR-P	C29100001P0K10183
WV-VC30	QHA00146				C29100001P0K40411
	NAA00567				C29100001P1E30010(G)
	MJA00694				C29100001P1L30585(G)
	QHA00180				
	NBA00465				
WV-VC31	QHA00278			CN358IR-P	C29102011P13L20147(G)
	NCA00114				
				Estimated Value:	$100.00
AG-CK10P	10TA00021			Condition:	Used
	KIA00686				All Sold Together
	J0TA00058				
	KLA00471				
	J0TA00076				
	KIA00501				
AG-CPD20P	J0TAA0225				
	I0TAA0083				
	KIA00509				
	H0TAA0480				
	J0TAA0087				
WJ-VR30	QIA00047				
	NCA00464				
	NCA00227				
	NCA00484				
ELSAG LPR	GMSBA00141				
	GMSAA00110				
	1602135				
	2501243				
ELSAG	PB25584				
AD3 Split Cam 10ft	P/N 411308				
AD3 Split Cam 12ft	P/N 412275				
AD3 Split Cam 12ft	P/N 412519-12				
AD3 Split Cam 12ft	P/N 412519-13				
Estimated Value:	$1,000				
Condition:	Used				
	All Sold Together				

Attachment: Auction Equipment List (RES-2025-555 : Auction of Police Department Surplus Equipment)

Axis Camera			
Bullet Camera			
Model:	**Serial#:**		
Q1765-LE	ACCC8E333AEB	Estimated Value:	$50.00
		Condition:	Unknown Working Condition
Q6045-E	ACCC8E3319BC	Estimated Value:	$80.00
		Condition:	Unknown Working Condition
P5522-E	00408CF5106B	Estimated Value:	$150.00
		Condition:	Unknown Working Condition

Attachment: Auction Equipment List (RES-2025-555 : Auction of Police Department Surplus Equipment)

CISCO Equipment				
Model / Part#:	**Serial Number:**	**Date Code:**		
SFP-10G-SR / 10-2415-03	OPM2135055L	N/A	Estimated Value:	$20.00
	OPM21350630		Condition:	Used
ASA 5516 / ASA5516 V06	JMX2248G1V9	11/30/2018	Estimated Value:	$300.00
	JMX2248G1WB		Condition:	Used
CE500G-12TC / WS-CE500G-12TC V03	FOC1246V71J	11/16/2008	Estimated Value:	$100.00
			Condition:	Used
ASA-5512-X / ASA5512 V03	FTX1917103B	04/20/2015	Estimated Value:	$150.00
			Condition:	Used
ASA SSM-10 / ASA5510 V03	JMX1210L15C	N/A	Estimated Value:	$50.00
			Condition:	Used
Catalyst 2950 / WS-C2950G-48-EI	FOC0752Z1F8	12/24/2003	Estimated Value:	$40.00
	FHK0701Z0H6		Condition:	Used
Catalyst 3560G POE-48 / WS-C3560G-48PS-S V05	FOC1216W4DC	04/18/2008	Estimated Value:	$60.00
	FOC1217Y2FR		Condition:	Used
Catalyst 3550	CHK0626V0BZ		Estimated Value:	$25.00
			Condition:	Used
Catalyst 2820 / WS-C2822	JM5016524	11/05/1997	Estimated Value:	$70.00
	WSC2822JM5016528		Condition:	Used
PIX Firewall / PIX-515	44405483635	N/A	Estimated Value:	$70.00
			Condition:	Used
Catalyst 3500 Series XL / WS-C3512-XL-EN	FAB0542P1NG	10/18/2001	Estimated Value:	$40.00
			Condition:	Used
Catalyst 2960X	F0C2234V2E9		Estimated Value:	$40.00
			Condition:	Used
ASA 5516X	JMX2307G0W5		Estimated Value:	$150.00
			Condition:	Used

Attachment: Auction Equipment List (RES-2025-555 : Auction of Police Department Surplus Equipment)

Misc. Items						
Apple iPads	Model	Serial Number	Capacity		Estimated Value:	
	A1396	DLXFGDCLDKNW	32GB		Condition: Used	$30.00
	A1430	DMPHQEQHDVGL	32GB		Used	$30.00
	A1430	DMPHQDJUDVGL	32GB		Used	$30.00
	A1430	DMPHML0CDVGH	32GB		Used	$30.00
	A1430	DMPH2AUNDVGK	16GB		Used	$20.00
	A1430	DMQH94P9DVGH	32GB		Used	$30.00
Dell Laptop	Model	Service Tag			Estimated Value:	$50.00
	PP17L	24WGG81			Condition:	Used
Fujitsu	Model	Serial Number			Estimated Value:	$30.00
	CP33660-01	R7Y18258			Condition:	Used
Gambler Johnson Laptop Mounts	Model	Additional Info	Quantity		Estimated Value:	$200.00
	7160-0909-00-P	LT7600 Swing Arm	4		Condition:	Used
Havis Mounts	Model	Serial Number			Estimated Value:	$50.00
	DS-PAN-702	0214-P700-3931			Condition:	Used
Exaqcvision Servers	Model:	Serial#:			Estimated Value:	$400.00
	0800-24-2000-ELXSR	ER1249022971			Condition:	Used
	0804-12T-ELPR	ER1615025540				
Morpho LiveScan	Model:	Serial#:			Estimated Value:	$300.00
	TP-5300A-ED	AEV203001217R			Condition:	Used
ID Card Printer	Model:				Estimated Value:	$100.00
	Data Card CP80				Condition:	Used
Dell VOSTRO 1540	Model:				Estimated Value:	$40.00
	H1XHQR1				Condition:	Unknown
Olympus FE-140 Camera	Model:				Estimated Value:	$5.00
	J69J06238				Condition:	Used

Attachment: Auction Equipment List (RES-2025-555 : Auction of Police Department Surplus Equipment)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 30539 **RESOLUTION 2025-556** **ADOPTED**

Erie County Senior Services- CSE/CM CRS #5568

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

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

A6776-03089

($100,244.00) Revenue

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

Abel, Melissa

From: Strawbrich, Jaclyn <Jaclyn.Strawbrich@erie.gov>
Sent: Friday, March 28, 2025 10:11 AM
To: Abel, Melissa; Lisiecki, Karen
Subject: Amherst SOS Budget & Budget Books
Attachments: Agency Budget 2025-SOS CSE.xlsx; Agency Budget 2025-SOS CM.xlsx

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.

HI,

Below are the new budget amounts for 2025-26. There are a couple of changes to take note of, what used to be called EISEP budget is now Case Management (**CM**) budget. **CSE** will remain **CSE**. I have attached a new budget book labeled Case Management to replace the previous budget book labeled EISEP. Most funds will come from the Case Management (**CM**) budget so if CSE budget looks smaller than you expected the difference can be found in the **CM** budget. Management was able to give a 3% raise so you will find your total budget amount is higher than last years. Please fill out your budget books and send back to me. Please let me know if there are any questions.

Amherst SOS

CSE
County Cash ~~$26,731~~ $20,049.00
Match ~~$24,493~~ $18,370.00
Total ~~$51,224~~ $38,419.00
4/16/25

CM
County Cash ~~$106,926~~ $80,195.00
Match ~~$97,972~~ $73,479.00
Total ~~$204,898~~ $153,674.00
4/16/25

Thank you,
Jackie
--
Jaclyn Strawbrich | Assistant Project Administrator
Erie County | Senior Services
95 Franklin St., 1304 | Buffalo, NY 14202
P:+1(716)858-6517 | F:+1(716)858-6468
Jaclyn.Strawbrich@erie.gov | http://www.erie.gov

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Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

Brian J. Kulpa
Supervisor, Town of Amherst

Melissa Abel
Executive Director, Senior Center

Town of Amherst Center for Senior Services

April 16, 2025

Randall Hoak
Commissioner of Senior Services
13th Floor
95 Franklin Street
Buffalo, NY 14202

Dear Commissioner Hoak,

Thank you for sending our 2025-2026 CSE/EISEP contract. In the interest of serving the needs of seniors in the Town of Amherst in a more community-based way, please consider this our official notice that we intend to end this contract on December 31, 2025. To that end, we have pro-rated the document to reflect nine (9) months of service and nine (9) months of expenditures. It is our hope that this gives the County sufficient time to plan and execute a smooth transition to another provider. We will, of course, do everything we can to assist in this transition.

Amherst Senior Services is continuing to redefine what we offer at the senior center and to our senior community. Current needs and future initiatives require us to make this change and not be included as a cluster agency so we can move forward with our plans. We value our long-standing relationship with Erie County. Our Congregate Dining location and our Frozen Meals distribution participation continues to increase. We are in the early planning stages now to add another senior center and congregate dining location in Amherst, with Spring 2026 as our goal. Our locations for University Express Classes offers Amherst residents and surrounding community members numerous Lifelong Learning opportunities, thanks to the County. A Matter of Balance, Chronic Disease Self-Management, and many other Erie County Senior Services programs continue to benefit many of our seniors. If there are other ways we can partner or assist in the future, please do not hesitate to contact us.

Sincerely,

Mary Diana Pouli

Mary Diana Pouli
Executive Director
Amherst Youth and Recreation

CC: Melissa Abel, Director , Amherst Senior Services
Karen Lisiecki, Senior Outreach Project Coordinator

Packet Pg. 178

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

Abel, Melissa

From: Hoak, Randall <Randall.Hoak@erie.gov>
Sent: Thursday, April 24, 2025 12:34 PM
To: Abel, Melissa
Subject: Re: 2025 Contract

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.

Good afternoon Melissa,

We are sorry to hear this and I understand the challenges that you are facing. When you add on the funding uncertainty that we are all facing we all have difficult decisions to make. We are grateful that you will continue the program through the end of the year and we know this transition will go smoothly for the reasons indicated in your email and your track record of solution focused collaboration with Erie County. Once we have a better idea of what organization can help fill this need we will reach out to you and your team to develop a transition plan.

Randy

From: Abel, Melissa <mabel@amherst.ny.us>
Sent: Thursday, April 24, 2025 12:21 PM
To: Hoak, Randall <Randall.Hoak@erie.gov>
Subject: 2025 Contract

[**Caution**: this email is **not** from an Erie County employee: attachments or links **may not be safe**.]

Good afternoon Commissioner Hoak,

Thank you for meeting with us recently to discuss our concerns regarding the CSE/EISEP contract. After much discussion, we have decided to end our CSE/EISEP contract agreement with Erie County at the end of this year. I have attached a letter explaining the decision, along with our adjusted budget amounts, the corrected Agency information & Representations Part II, and the contract with our changes to the term dates.

I do hope you understand that we have the best interest of our current clients in mind and want this to be as smooth of a transition as possible. Karen and her staff are well prepared to work with your team to assure client's needs will continue to be met as we work to close this out by December 31, 2025.

Currently, I am routing the contract and budget information through our Contract Compliance system and I will keep Randy Machelor updated as to when the agreement will be signed and finalized on our end.

Please let me know if you have any questions. Thank you.

Best,

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

Melissa

Melissa Abel
Executive Director, Town of Amherst Senior Services
370 John James Audubon Parkway
Amherst, New York 14221
716-636-3050, Ext. 3111

Our Mission: Empower all people with quality of life as they age.

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES			
CONTRACTOR BUDGET SUMMARY			
GRANT:	CSE		
AGENCY NAME:	Amherst		
CONTRACT PERIOD:	April 1,2025 to March 31, 2026		
	changed to April 1, 2025 to December 31, 2025		
	TOTAL CONTRACT	AGENCY MATCH	COUNTY CASH
PERSONNEL	33,869.00	15,972.00	17,151.00
FRINGE BENEFITS	4,050.00	2,398.00	2,398.00
EQUIPMENT	-	-	-
TRAVEL	500.00	-	500.00
MAINTENANCE & OPERATIONS	-	-	-
OTHER EXPENSES	-	-	-
SUBCONTRACTS	-		-
TOTAL BUDGET	38,419.00	18,370.00	20,049.00
LESS: ANTICIPATED INCOME	-	-	-
NET TOTAL	38,419.00	18,370.00	20,049.00

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES						
CONTRACTOR BUDGET DETAIL						
	GRANT:	CSE				
	AGENCY NAME:	Amherst				
	CONTRACT PERIOD:	April 1,2025 December 31, 2025				
BUDGETED EXPENSES:						
1) PERSONNEL						
	NAME	**TITLE**	**Annual Salary**	**Amount Charged to Program**	**Agency Match Share**	**County Cash**
	Pam Macadlo	Case Manager	57,594	14,000.00	7,000.00	7,000.00
	Marilyn Illuzzi	Case Manager	44,553	13,000.00	7,000.00	7,000.00
	Linda Domres	Clerk-PT	16252	4,500.00	1,000.00	2,000.00
	Ann Hergenroder	Clerk-PT	2500	2,369.00	972.00	1,151.00
						-
						-
						-
						-
						-
						-
	TOTAL PERSONNEL BUDGET			33,869.00	15,972.00	17,151.00
2) TOTAL FRINGE BENEFIT BUDGET				4,050.00	2,398.00	2,398.00
		fringe %15				
3) EQUIPMENT (individual items costing $1,000 or more)						
	Equipment name	**Estimated Cost per Item**	**x**	**# of items**	**=**	**County Cash**
			x		=	
			x		=	-
			x		=	-
			x		=	-
			x		=	-
	TOTAL EQUIPMENT BUDGET			-		-
4) TRAVEL				**Amount Charged to Program**		**County Cash**
	LOCAL MILEAGE - (employee reimbursement)			500.00		500.00
	Out of Area Travel					
	TOTAL TRAVEL EXPENSE			500.00		500.00
	explain purpose of out of area travel - (who's traveling, where to, why)					
5) MAINTENANCE & OPERATIONS				**Amount Charged to Program**	**Agency Match Share**	**County Cash**
	Rent					
	Equipment Maintenance					
	Equipment costing less than $1,000					
	Insurance					
	Utilities					
	Supplies					
	postage, copying, printing					
	Other (specify)					
	Other (specify)					
	Other (specify)					
	TOTAL MAINTENANCE & OPERATIONS			-	-	-
6) OTHER EXPENSES				**Amount Charged to Program**		**County Cash**
	Audits					
	Training					
	Memberships, Subscriptions					
	Minor Alterations & rennovations					
	Other (specify)					
	Other (specify)					
	Total Other Expense budget			-		-
				Amount Charged to		**County**

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES			
CONTRACTOR BUDGET SUMMARY			
GRANT:	Case Management		
AGENCY NAME:	Amherst		
CONTRACT PERIOD:	April 1,2025 to March 31, 2026		
	changed to April 1, 2025 to December 31, 2025		
	TOTAL CONTRACT	AGENCY MATCH	COUNTY CASH
PERSONNEL	143,877.00	62,457.00	66,165.00
FRINGE BENEFITS	8,794.00	11,022.00	12,030.00
EQUIPMENT	-	-	-
TRAVEL	1,000.00	-	2,000.00
MAINTENANCE & OPERATIONS	-	-	-
OTHER EXPENSES	-	-	-
SUBCONTRACTS	-		-
TOTAL BUDGET	153,671.00	73,479.00	80,195.00
LESS: ANTICIPATED INCOME	-	-	-
NET TOTAL	153,671.00	73,479.00	80,195.00

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES						
CONTRACTOR BUDGET DETAIL						
	GRANT:	Case Mangement				
	AGENCY NAME:	Amherst				
	CONTRACT PERIOD:	April 1,2025 December 31, 2025				
BUDGETED EXPENSES:						
1) PERSONNEL						
	NAME	**TITLE**	**Annual Salary**	**Amount Charged to Program**	**Agency Match Share**	**County Cash**
	Karen Lisiecki	Project Coordinator	68,572	68,572.00	34,286.00	34,286.00
	Pam Macadlo	Case Manager	57.594.00	32,841.00	11,430.00	14,180.00
	Marilyn Illuzzi	Case Manager	44553	32,841.00	11,430.00	13,387.00
	Doris Ipplolito	case Manager	21242	9,623.00	5,311.00	4,312.00
						-
						-
						-
						-
						-
	TOTAL PERSONNEL BUDGET			143,877.00	62,457.00	66,165.00
2) TOTAL FRINGE BENEFIT BUDGET				8,794.00	11,022.00	12,030.00
		fringe %15				
3) EQUIPMENT (individual items costing $1,000 or more)						
	Equipment name	**Estimated Cost per Item**	**x**	**# of items**	**=**	**County Cash**
			x		=	
			x		=	-
			x		=	-
			x		=	-
			x		=	-
	TOTAL EQUIPMENT BUDGET			-		-
4) TRAVEL				**Amount Charged to Program**		**County Cash**
	LOCAL MILEAGE - (employee reimbursement)		8500	1,000.00		2,000.00
	Out of Area Travel					
	TOTAL TRAVEL EXPENSE			1,000.00		2,000.00
	explain purpose of out of area travel - (who's traveling, where to, why)					
5) MAINTENANCE & OPERATIONS				**Amount Charged to Program**	**Agency Match Share**	**County Cash**
	Rent					
	Equipment Maintenance					
	Equipment costing less than $1,000					
	Insurance					
	Utilities					
	Supplies					
	postage, copying, printing					
	Telephone/Jet packs					
	Other (specify)					
	Other (specify)					
	TOTAL MAINTENANCE & OPERATIONS			-	-	-
6) OTHER EXPENSES				**Amount Charged to Program**		**County Cash**
	Audits					
	Training					
	Memberships, Subscriptions					
	Minor Alterations & rennovations					
	Other (specify)					
	Other (specify)					
	Total Other Expense budget			-		-
				Charged to		

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES PROGRAM CONTRACT

1. TITLE OF PROGRAM: Case Management, Information & Assistance, Outreach, Chore

2. CONTRACT PERIOD: 04/01/25 – ~~03/31/26~~ 12/31/25 jma

3. ORGANIZATION:

Name:	**Town of Amherst by and through the Amherst Center for Senior Services**
Mailing Address:	Town Hall 5583 Main Street Williamsville, NY 14221
Office Phone:	(716) 631-7030
Federal I.D. No.:	16-6002157

Executive Director/Administrator: Brian Kulpa, Town Supervisor

Email: bkulpa@amherst.ny.us

4. PROGRAM CONTACT:

Name, Title:	Melissa Abel, Executive Director
Mailing Address:	370 John James Audobon Parkway Amherst, NY 14228
Office Phone:	(716) 636-3055 , x 3117
Email:	mabel@amherst.ny.us

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

AGREEMENT

THIS AGREEMENT made on the 1st day of April 2025, between the COUNTY OF ERIE (the "County"), a municipal corporation of the State of New York, having its principal office in Buffalo, Erie County, New York, acting by and through the Erie County Department of Senior Services, (the "Department"), and

Town of Amherst by and through The Amherst Center for Senior Services

(the "Agency"), a municipal corporation of the State of New York, by and through Town of Amherst Center for Senior Services, organized under the laws of the State of New York having an office and principal place of business at:

Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

WITNESSETH:

WHEREAS, the County desires to make available to the residents of Erie County, services to the elderly as authorized by the New York State Office for the Aging and by the Erie County Legislature, the Erie County Department of Senior Services is hereby authorized to establish, operate and maintain programs and services for the elderly; and

WHEREAS, the County and the Agency in the spirit of mutuality and partnership, desire to provide the residents of the County the optimum quantity of geriatric services of the highest professional quality; and

WHEREAS, the Agency enjoys the use of facilities and has the capacity for the provision of certain services to the aging; and desires to provide a program to provide case management, information and assistance and outreach to residents, age 60 and over, in the service area defined in Schedule "A"; and

WHEREAS, the County desires to contract for such services and the Agency has agreed to furnish such services to the residents of the County;

NOW, THEREFORE, the County and the Agency agree as follows:

ARTICLE I.: THIS AGREEMENT

Section 1.1 Incorporations. The agreement between the parties shall consist of this Agreement and the following Schedules which are attached hereto and made part hereof:

Schedule "A": Statement of Services.
Schedule "B": County Standard Insurance Provisions. Classification G.
Schedule "C": Standard Assurances- Title III of the Older Americans Act. Agency may

Packet Pg. 186
13.R.1.a
Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

also be referred to as "Applicant" in Schedule C.
Schedule "D": Standard Assurances - New York State Office for the Aging.
Schedule "E": Remuneration & Agency Budget
Schedule "F": Business Associate Agreement.
Schedule "G": Erie County Executive Order #13 - Pay Equity.

Section 1.2 Agreement. The Agency agrees to provide the services set forth herein subject to all the terms and conditions set forth in this Agreement and Schedules hereof. Agency further agrees to all the representations, terms, and conditions set forth in the attached Schedules listed above as if fully set forth in this Agreement. This Agreement and the Schedules above shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

Section 1.3 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE II: TERM OF THIS AGREEMENT

Section 2.1 Term of Agreement. The term of this Agreement shall commence on 04/01/25 and shall terminate on ~~03/31/26~~ 12/31/25 unless terminated earlier pursuant to the provisions of this agreement.

Section 2.2 Termination.

A.) In the event that services under this agreement are not satisfactory to the County or to the New York State Office for the Aging, the County may terminate this agreement upon ten (10) days written notice to the Agency either by personal service or by certified or registered mail.

B.) The County may terminate this Agreement in the event the terms and conditions hereof are not fully complied with by the Agency by giving ten (10) days notice to the Agency, in writing, of its intention to terminate for that reason.

C.) Otherwise, either party may at any time during the term of this Agreement or any extension thereof terminate this Agreement by giving to the other party thirty (30) days written notice of its intention to terminate.

D.) The Agency agrees that in the event of termination of the agreement prior to the expiration date set forth in this Agreement, the Agency agrees to:

1) Account for and refund to the County, within thirty (30) calendar days, any funds that have been paid to the Agency pursuant to this agreement that are in excess of un-reimbursed expenses incurred prior to the notice of termination;

2) Not incur any further obligations pursuant to the agreement beyond the termination date;

Packet Pg. 187
13.R.1.a
Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

3) Submit, within thirty (30) days of termination, a report listing each and every receipt, expenditure of funds, program activity, accomplishment, and obstacle encountered relating to this agreement.

4) Return all fixed assets belonging to the County of Erie, purchased under the terms of this or preceding contracts.

Section 2.3 County's Rights. In the event the County determines that there has been a material breach by the Agency of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Agency of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Agency . Without limiting the foregoing, upon written notice to the Agency, repeated breaches by the Agency of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

ARTICLE III: BASIC OBLIGATIONS OF AGENCY

Section 3.1 Contract Services. The Agency shall provide to the residents of Erie County the contract services set forth in Schedule "A" attached to this Agreement. The contract services shall be carried out by the Agency in accordance with current industry standards and trade practices.

Section 3.2 Duty to Report Progress. The Agency shall report to the County on its progress toward completing the contract services, as the Commissioner of Senior Services or his/her duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this agreement.

Section 3.3 Insurance The Agency agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. All Certificates of Insurance shall be approved by the County of Erie Department of Law prior to the inception of work, and all payments will be delayed until the requirements are met. All entities which have elected to become self-insurers for liabilities formerly covered by policies of Automobile, General, Excess Umbrella Liability Insurance and Worker's Compensation are required to provide to the Department, proof of coverage equivalent to the limits required by this Section as specified in Schedule B. Evidence of Workers' Compensation must be on forms approved by the New York State Workers' Compensation Board.

In the event that a required insurance policy is cancelled, expires or lapses, the Agency shall submit to the County an updated Certificate of Insurance, which shall be reviewed for approval by the County of Erie Department of Law and all payments will be delayed until the requirements are met. In addition, the County reserves the right to terminate this Agreement should the Agency fail to provide the required insurance within 30 days of the policy's cancellation, expiration or lapse.

Packet Pg. 188

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

Section 3.4 Contract Expenses. The Agency shall be responsible for all costs involved in the delivery of contract services and shall incur only those expenses set forth in this Agreement on any Schedule attached hereto. Subcontracts for services as required under this agreement shall also be in accordance with this Agreement and any Schedule attached hereto.

Section 3.5 Professional Standards and Levels of Service. All contract services will be delivered in accordance with generally accepted standards of professional quality and quantity. The units of service as specified shall be periodically reviewed by the parties, and where appropriate, the units of service specification may be adjusted by the mutual agreement of the parties in writing. No reduction in the level of services shall be permitted if such reduction alters the basic nature or adversely affects the quality of the contract services. If the Agency is delivering service at a rate which, in the judgment of the Department will result in a level of service below that agreed upon, the Department may, after notifying the Agency, formally request that the rate of service be increased in general or by a specified amount up to the level agreed upon.

Section 3.6 Required Performance Agency agrees that, whether during the contract term or thereafter, it will do all necessary acts and sign any and all documents, contract amendments and/or supplemental agreements which may be required or necessary to maintain grant status and/or to satisfy requirements by federal, state, county and grant providers or which may be required to maintain or to obtain additional grant funds applicable to the term set forth in this Agreement.

Section 3.7. Indemnification. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", Agency agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County: (a) the Agency shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Agency or third parties under the direction or control of the Agency; and (b) Agency shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto. Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Section 3.8 Non-assignability and Subcontract Agreements. The Agency shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or of its right, title, or interest herein or its power to execute this Agreement to any person or corporation without the previous consent, in writing, of the County. All agreements between the Agency and a subcontractor(s) shall be by written contract only. Any subcontract submitted for approval by the County must provide in writing that the Agency will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the Agreement between the Agency and the County and any other requirement applicable to the Agency in the provision of contract services. Where required by New York State law, all subcontractors shall be licensed and certified to perform contract services by the Offices of New York State. All subcontracts entered into by the Agency shall be written in accordance with all local, New York State and Federal laws, rules and regulations and shall be available for review by

Packet Pg. 189

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

the County and the Offices of New York State. No subcontract shall provide for the County to incur financial obligation. All subcontracts entered into by the Agency with a subcontractor shall be governed by applicable provisions of New York State law relating to conflict of interests. The Agency shall not be relieved of any responsibility under this Agreement by any subcontract. The Provider shall require by written agreement all subcontractors and their employees to observe all applicable local, New York State and Federal laws, rules and regulations relating to the confidentiality of client records and information.

Section 3.9 Agency Status Written notice to the County pursuant to the notice provisions above AND to the Erie County Department of Law, 95 Franklin Street, Rath Building-16th Floor, Buffalo, New York, 14202 shall be given by Agency should: (A) Agency's status be altered in any way; and/or (B) Agency be subject to investigation concerning acts or omissions which would affect Agency's status and/or licensure. Immediate notice under this section means postmarked First Class Mailing no later than 72 hours after any alteration of license status or knowledge of any investigation.

Section 3.10. Compliance with the Law. The Agency shall furnish the contract services in compliance with all applicable Federal, State, County, Local and Department laws, rules, regulations, and policies and procedure manuals. The Agency shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

ARTICLE IV: PAYMENTS FOR SERVICES

Section 4.1 Amount payable by the County. For the services to be performed pursuant to this Agreement, the Agency shall be paid the amount authorized for this Agreement by the Erie County Legislature as is further specified in Schedule E, and Schedule E Budget Attachment, attached hereto.

Section 4.2 Availability of Funds. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by the Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County

Packet Pg. 190

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

The parties further recognize and acknowledge that the obligations of the County under this Agreement may be subject to the County's receipt of funds from agencies of New York State, the United States of America, or other non-county sources. If, for any reason, the full amount of said funds is not paid over or made available to the County by New York State or the United States of America, or non-county source, the County may terminate this Agreement immediately or reduce the amount payable to the Agency, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Agency. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

Section 4.3 Refund by the Agency. If, upon the expiration of this Agreement, the amount received by the Agency, including but not limited to any advance payments made by the County under this Agreement, exceeds the authorized expenditures pursuant to this Agreement, the Agency shall remit to the County the amount of such excess within ten (10) days upon separate request of the County. The Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Section 4.4 Final Payment by the County. If, upon the expiration or termination of this agreement, the County owes the Agency for contract services, the Agency shall submit an invoice within thirty (30) days after the termination date, in such form and supported by such documentation and certification as the Department may require, and the County shall pay the Agency the appropriate amount. The County's obligation under this Section shall continue beyond the expiration or termination of this contract.

Section 4.5 Payment Conditional. All payments by the County under this agreement shall be subject to revision on the basis of an audit conducted by the Comptroller of Erie County, any appropriate state agency, or the Department. Furthermore, if the New York State Office for the Aging shall fail to approve full state and federal aid reimbursement for payments by the County to the Agency under this agreement by reason of any act or omission of the Agency, the County's obligation shall be reduced by the amount so not approved, and any County matching funds. The County may withhold from any payment due to the Agency on any agreement, or recover from the Agency, an amount equal to the sum so not approved and any County matching funds. The County may withhold payment to the Agency of the sum not in excess of ten (10) percent of the obligation

Packet Pg. 191

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

of the County stated in this Agreement until after an audit satisfactory to the Department has been completed, provided an audit has been commenced within one (1) year from the date from which payment is withheld. The Department shall settle accounts with the Agency on the basis of that audit within a reasonable time, not to exceed three (3) months, after the audit is transmitted to the Agency.

ARTICLE V: RESPONSIBILITIES OF THE DEPARTMENT

Section 5.1 General Supervision and Evaluation. The Department shall provide, in a manner consistent with Federal, State and local laws and regulations, general supervision and evaluation over the contract services and facilities rendered, administered or coordinated by the Agency.

Section 5.2 Revision of Contract. The Department shall, during the term of this Agreement, review any proposals submitted by the Agency to change the contract services. The Department may authorize appropriate amendments to this contract upon the mutual agreement of both parties that such change or changes are desirable. All budget transfers for any approved changes in services pursuant to this Section must be in compliance with the requirements of this Agreement. In no event shall such change result in an increase in the obligation of the County without the authorization in writing of the County Executive of Erie County and, when necessary, the authorization of the Erie County Legislature.

ARTICLE VI: RECORDS, REPORTS, AUDITS.

Section 6.1 Records.

A.) The Agency shall keep records with respect to delivery of contract services performed under this agreement. Such records shall be kept separate or identifiable from those relating to other activities of the Agency. The Agency shall maintain adequate individual client service records which shall, subject to the provisions of this Agreement, be made available to the Department. Individual records or evaluations shall be transferred to the Department or other providers of services only upon the written authorization from the client.

B.) Any information transferred to a provider of services to the aging is to be confidential and used solely for the benefit of the client. At the expiration or termination of this agreement, or any extension thereof, all plans and programs for providing services, all educational plans, programs and materials, all program records, and all program evaluation shall become the property of the Department on behalf of the County. Individual records and evaluations shall be transferred to the Department if the Agency is not adequately maintaining such records or if the Agency is dissolved. The Agency's obligation under this Section shall continue beyond the termination of this agreement and shall be in compliance with confidentiality requirements of applicable laws. The Agency shall implement appropriate privacy and security safeguards to protect the confidentiality, integrity and availability of protected health information, including but not limited to privacy and security policies, employee training, and access, use and disclosure restrictions.

Section 6.2 Record Retention. The Agency shall retain all books and records (including

Packet Pg. 192

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

supporting documents) relating to its performance under this agreement for seven (7) years from the expiration or termination date of this agreement unless permission is given to the Agency in writing by the Department to destroy them prior to the expiration of the seven (7) year period.

Section 6.3 Audit, Inspection and Visitation.

A.) Subject to the confidentiality and privilege provisions of this Agreement, the Agency shall during regular business hours make available for reasonable audit, inspection and visitation by the Department, the Erie County Comptroller, the New York State Office for the Aging, and the New York State Department of Audit and Control, U.S. Administration on Aging or any persons retained by these agencies, its contract services, facilities, and all financial, statistical and client reports, records, memoranda and other data relating thereto. Further, the agency shall provide a copy of any audit, and/or management letter received from any independent auditor who has occasion to audit said agency's books and records and provide such audit and/or management letter to such agency, to the Erie County Comptroller's Office, 11th Floor - Rath Building, Buffalo, New York, 14202, and the Erie County Department of Senior Services, Attention: Fiscal Management Unit, Room 1329, Rath Building, 95 Franklin Street, Buffalo, New York 14202.

B.) In the event, this Agreement is funded in part by funds from the Federal government, the agency must meet the audit requirements of Office of Management and Budget Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards-Subpart F as currently named, numbered and/or amended, as well as any additional audit requirements contained in this Agreement and Schedules of this Agreement.

Section 6.4 Confidentiality and Privilege. All examinations, inspections, audits and visitations hereunder shall, in the absence of an effective waiver by the client, be conducted in accordance with client confidentiality requirements of applicable laws, on the Agency's premises, and at the discretion of the Agency, in the presence of an Agency representative.

ARTICLE VII: MISCELLANEOUS

Section 7.1 Relationship of Parties The Agency and the County agree that the Agency and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees, agents or servants of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Agency covenants and agrees that neither the Agency nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will act as, hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 7.2 New York Law and Interpretation

A.) This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

Packet Pg. 193

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

B.) If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 7.3 No Third-Party Reliance Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

Section 7.4 No Waiver of Right to Enforce Failure of County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any work or the payment of any fee or reimbursement due hereunder with or without knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

Section 7.5 Conflicts of Interest The Agency shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Agency shall also use all reasonable means to avoid any appearance of impropriety.

Section 7.6 Authorized to Sign The person or persons signing this Contract on behalf of the Agency hereby represent that they are duly authorized to enter this Contract and to bind Agency to all terms and conditions set forth in this Contract and all attachments hereto.

Section 7.7 Mention of County/State Support. In any printed matter announcing or describing a service provided or supported by the Agency, or in any product such as a publication, book, catalog, films, videotape, exhibition, website, or similar product assisted under the terms of this agreement, the Agency shall prominently mention the Erie County Department of Senior Services, and the New York State Office for the Aging.

Section 7.8 Copyrightable Material. Where Agency projects supported in whole or in part by County and/or State assistance, produce original books, manuals, films, or other copyrightable material, the material cannot be copyrighted or sold without the written permission of the New York State Office for the Aging and the County of Erie. The Erie County Department of Senior Services reserves the royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to publish and use such materials. Any income received by the Agency as royalties or otherwise earned by such copyrightable material shall be considered as Agency income. Such income shall reduce the County's obligation under this Agreement in accordance with the provisions of Article IV. Creation of all such material must be consistent with this contract and forwarded to the Erie County Department of Senior Services.

Packet Pg. 194

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

Section 7.9 Labor Agreements.

A.) The Agency shall provide to the Department the details of any existing labor agreement or Agency commitment for the provision of increases in personnel salaries or benefits. The County shall not reimburse the Agency for any expenditures pursuant to such labor agreement or Agency plan which exceed the line item budget provisions of the contract.

B.) The Agency shall notify the Department in advance of any pending negotiations with any organizations representing employees covered by this agreement with respect to terms and conditions of employment or of any Agency plan regarding such matters. Prior to any final settlement with any such organization or the implementation of any Agency plan, the Agency shall notify the Department of the terms and conditions thereof. The Agency, in addition, shall provide the Department with copies of all collective bargaining agreements or Agency plan covering employees providing contract services.

Section 7.10 Limitation on Actions. No action shall lie or be maintained against the County upon any claim under this agreement or arising out of anything done in connection with this agreement, unless such actions shall be commenced within ninety (90) days from the termination date of this agreement.

Section 7.11 Headings. The headings in this agreement are inserted for convenience and reference only and shall not be used in any way to interpret this agreement.

Section 7.12 Mutual Cooperation. The Agency and the County recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and in promoting the interests of the elderly.

Section 7.13 Other Services. The Agency shall report to the Department the receipt by the Agency of any grant or contract between the Agency and any other party which directly or indirectly affects the performance of the services in this contract. At no time shall the quantity or quality of services provided by the Agency under this agreement be adversely affected.

Section 7.14 Welfare to Work Initiative.
Erie County strongly encourages all not-for-profit agencies that contract with the County of Erie to participate in the community service component of the County's Welfare to Work Initiative. This program places qualified public assistance recipients in community service placements. Clients participating in this component must work in their respective community assignments as a condition for receipt of welfare benefits. An agency representative should contact: Erie County Department of Social Services, Employment and Training Programs, for additional information regarding this program.

Section 7.15 Notice Address. All notices to the County shall be addressed to the Commissioner, Erie County Department of Senior Services, Room 1329, Rath Building, 95

Packet Pg. 195

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

Franklin Street, Buffalo, New York 14202, and all notices to the Agency should be addressed to:

Town of Amherst
Supervisor Brian Kulpa
Town Hall
5583 Main Street
Williamsville, NY 14221

Section 7.16 Non-discrimination. The Agency: 1) shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws with respect to all employment decisions including, but not limited to recruitment, hiring upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; 2) shall not discriminate in the selection of subcontractors on the basis of the owner's partners or shareholders' race, religion, color, creed, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws; 3) shall state in all solicitations of advertisement for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws or is an equal employment opportunity employer; and 4) shall not discriminate against any client or applicant for services rendered under this agreement because of race, creed, religion, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws.

Section 7.17 Emergency Preparedness Plan In order to secure the well-being of clients receiving County-funded services provided by the Agency, as well as the staff and property of the Agency itself, the Agency shall prepare and have available for review by County personnel a comprehensive Emergency Preparedness Plan that details what actions are to be taken in the event of a natural or man-made disaster or emergency of whatever kind. To the extent possible, this Plan shall be coordinated with the overall master plan for emergencies in effect in the city, town or other municipality in which the Agency is located, as well as with Erie County's plan(s) for such emergencies.

Section 7.18 New York Executive Order 38. Pursuant to New York State Executive Order 38, issued January 18, 2012, and as prescribed by State regulations promulgated thereunder, should the Agency be considered a covered provider thereunder, Agency shall comply with all reporting obligations contained in such regulations. Reporting obligations include, but shall not be limited to, the submission of a completed EO 38 Disclosure form for each reporting period. Such forms shall be submitted in the manner and form specified by the State agency(ies) providing funds through this Agreement. All such reporting shall be made directly to such funding State agency(ies). The County shall not be responsible for receiving or forwarding such reports to State agencies. In addition to compliance with State regulations applicable thereto Agency shall comply with all substantive requirements of Executive Order 38, including the cap on certain executive compensation and required minimum percentage payments for direct care services. Evidence of

Packet Pg. 196
13.R.1.a
Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

such compliance shall be submitted to the County on an annual basis.

Section 7.19 Erie County Executive Order 13. The Agency shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Schedule "G" and made a part hereof. The Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Agency is not qualified to participate in future County contracts.

IN WITNESS WHEREOF, The County of Erie and the Agency have caused this Agreement to be executed.

THE COUNTY OF ERIE

By: _____

Mark Poloncarz / Lisa M. Chimera
County Executive/Deputy County Executive

Date: _____

Town of Amherst

By: _____

Brian Kulpa
Town Supervisor

Date: _____

Program Title: Case Management, I&A, Outreach, Chore

Approved as to content:
By: (Electronically signed)
Randall Hoak / Amanda Bender
Commissioner / Deputy, Dept. of Senior Services

Date: _____

Approved as to form:
By: (Electronically signed)
Aaron Rubin
Assistant County Attorney

Date: _____

Document # 25 - ____ -SS

Packet Pg. 197

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

SCHEDULE A
STATEMENT OF SERVICES
CSE/EISEP

Case Management, Information & Assistance, Outreach, Chore

Senior Outreach Services

2025-26

To the fullest extent applicable, Agency herby makes the representations and agrees to the terms and conditions set forth in this Schedule:

Part I - Services, Terms and Conditions:

I. Erie County Department of Senior Services (herein, "County") is contracting with the Agency to provide services to older persons with the objectives of addressing basic needs and maximizing independence. To address basic needs, Agency must identify older persons in need using multiple formal and informal channels, assess those needs, and link individuals with appropriate services. The goal is to ensure that older adults in our community have safe, affordable housing, enough food to eat, accessible transportation, quality medical care, accessible home support services, quality neighborhood life, and access to critical government services.

To facilitate maximized independence, services must foster independence and empowerment, enabling clients to learn the skills necessary to access appropriate resources that will help them to meet their basic needs and continue living in the community.

a. **Case Management:** Comprehensive process which helps older persons with diminished functioning capacity, and/or their caregivers, gain access to and coordinate appropriate services, benefits and entitlements. Case Management consists of assessment and reassessment, care planning, arranging for services, follow-up, monitoring, and discharge. These activities must be provided by or under the direction of the designated case manager or case manager supervisor with a goal of maintaining the individual in the community as independently as possible.
   i. Case Management criteria:
      1. Individuals 60 years of age or older;
      2. Must be functionally impaired, i.e., need the assistance of another person, in at least one Activity of Daily Living (ADL) (i.e., bathing, dressing, toileting, transferring, or eating) or two Instrumental Activities of Daily Living (i.e., shopping, housekeeping, preparing meals, laundry, using transportation, telephoning, getting out of the home);
      3. Must have unmet needs, i.e., not receiving necessary assistance;
      4. Must NOT be receiving the same or similar services under the following programs: Titles XVII (Medicare), XIX (Medicaid) XX of the federal Social Security Act, or any other program;
      5. Only Case Management services funded by the County are countable for Case Management unit entry.

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

6. An assessment may be requested and provided without evidence of unmet needs to determine if unmet needs exist. The client is entitled to the assessment and a statement of problems.

ii. Case Management activities for clients receiving community-based long-term care services:

1. A comprehensive MDS-compliant assessment is the collection of information about a person's situation and functioning, and that of his/her caregivers, which allows identification of the person's specific strengths and needs in the major functional areas.
2. Development of, and adherence to, a goal-oriented care plan which directs case management activities.
    a. The care plan must be personalized and represent client's values and preferences.
3. Referrals are made to available community services that support the client in meeting their goals including services not funded through the County, and are appropriately documented in PeerPlace.
4. Coordination of the care plan (arranging and monitoring services) includes contacting service providers, conducting case conferences and negotiating with providers for the delivery of needed services to the client as stated in the care plan.
5. Follow-up and monitoring is ongoing and includes specific time frames for activities. Regular contact with the client and service providers is required to ensure that the care plan is meeting the client's needs and services are being delivered at the appropriate levels and quality. Requirements are outlined in **Exhibit A: Case Management Service Monitoring Requirements Policy and Procedure**.
6. Reassessment is the formal re-examination of the client's situation and functioning and that of his/her caregivers to identify changes which occurred since the initial assessment/last reassessment and to measure progress toward goals outlined in the care plan. It is done at least 364 days from the previous assessment and more frequently if needed. Changes are made to the care plan as necessary.
7. Discharge is the termination of case management services. Reasons for discharge may include the client requesting discharge, the attainment of goals described in the care plan, the client needing a type of service other than case management or ineligibility for the service.

b. **Information and Assistance**: Information and Assistance may include three components:

i. Providing information on services, benefits, entitlements and other areas of concern to consumers or their representatives which enables them to locate and obtain needed resources on their own.

ii. Assistance to consumers in obtaining access to the services and resources available within their community. An individual is provided with information on a one-to-one basis about available services and opportunities in the community, assisted in defining problems/needs and capacities, receives direction or guidance relative to those identified issues and is linked to

Packet Pg. 199

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

services and opportunities to meet the problems/needs. When appropriate, case assistance may also involve worker intervention, negotiation and advocacy with providers on the client's behalf to ensure the delivery of needed services and benefits. Also included in this is follow-up, to the extent possible, that the consumer receives the service.

iii. Referral is a two-step process involving the initiation of a linkage between a client and a service provider, and follow-up to determine whether the service has been or is being provided.

iv. Case Managed clients may also receive Information and Assistance units of service in instances where a Case Managed client contacts Agency for information or assistance with an issue not relating to their case managed services. For example, if a client is Case Managed because they receive Home Delivered Meals and contacts Agency for HEAP application guidance, that interaction counts as an Information and Assistance unit.

c. **Outreach**: Activities initiated by the Agency for the purpose of identifying potential clients or their care givers and encouraging their use of services and benefits. Outreach is when the Agency finds an isolated older person who has no prior knowledge of the County/Agency, not when an older person finds the County/Agency. The contact is documented in PeerPlace event profile as an Outreach.

i. Example 1: Staff visits to a new senior housing building to locate isolated individuals who have never been clients of the AAA. This contact must be conducted one-on-one and not done as a group presentation.

ii. Example 2: The AAA or its subcontractors have a table at a health event where providers conduct face-to-face identification of isolated individuals by discussing the individual's needs and available programs one-on-one.

iii. Example 3: A third party such as a police officer contacts the AAA and says there is an older person they see when on patrol that appears to be in need of services and asks that OFA staff do an Outreach visit.

iv. Reporting Clarification: Outreach is when the AAA/subcontractor finds an isolated older person who has no prior knowledge of the AAA, not when an older person finds the AAA/subcontractor

d. **Chore Service**: Assists with housekeeping chores such as dusting, vacuuming, mopping, cleaning bathroom, laundry, simple meal preparation, etc.

i. Agencies providing Chore Services will be paid at the hourly rate as specified in Schedule E.

ii. Agency must provide County their Chore worker(s) hourly rate of pay.
   1. Minimum rate to Chore workers must be **$25.00/hr.**

iii. Criteria for Chore Service are as follows:
   1. A needs assessment has been completed.
   2. Must have unmet needs, i.e., not receiving necessary assistance.
   3. Units of service include time providing service to the client; transportation time is not included in units of service.

iv. Chore Services will be provided as follows:
   1. Chore Services Referral **(Exhibit B)** will be completed by the Case Manager to give the referral information and the expected tasks to be provided based on their assessment of the client.
   2. Agency will schedule the provision of services and inform the Case

Packet Pg. 200

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

Manager of the initial date of service to allow the Case Manager to introduce the Chore Worker and/or they can contact the client within the 24-hour window required.

3. Chore services are provided with a maximum of two hours per visit with services provided at maximum of every two weeks. Clients are assessed/reassessed annually and monitored every other month, according to case management monitoring policy and procedure.
4. It is suggested services be scheduled back to back, in geographic proximity. In the event of a cancellation, the other clients on the schedule may be asked to change their scheduled time to allow back to back appointments.
5. Chore Worker will provide a time sheet **(Exhibit C)** to the client to sign for each time service is provided. These time sheets will be submitted to the Contract Monitor with the monthly invoice.
6. In the event services are cancelled – every effort will be made to reschedule so as not to have services lapse for a month or more.
7. Case Managers should monitor the services in the client's home both when the Chore Worker is present and without the Chore Worker.
8. Case Manager should be informed of changes regarding the Chore clients on the day of the event – including changes in the schedule, cancellation of services, changes in tasks requested.

II. Contract Personnel:

a. Agency must employ a Project Coordinator and Senior Case Manager(s) and/or Case Manager(s) with the following Minimum Qualifications and Job Descriptions, to fulfill terms and service requirements set forth in this contract.
   i. The minimum hourly salary for all Case Managers must be **$22.00**.
b. Agency may also fill additional position(s) to fulfill terms and service requirements set forth in this contract at their discretion.
c. New Case Managers must, within (5) months from start date of employment, complete the "Competency-based online certificate training program in case management" developed by The Center for Aging and Disability Education and Research (CADER) at Boston University.
   i. Existing Case Managers must complete 16 hours of locally developed training per contract year.
d. Agency must provide all Case Managers and staff who conduct contract activities and interact with the public, with photo identification which includes Agency name, Agency address, employee name, employee picture, employee emergency contact information and language stating that Agency is a contract agency of Erie County Department of Senior Services.
e. Employee Minimum Qualifications and Job Descriptions
   i. **Job Title:** Project Coordinator
      1. **Minimum Qualifications:** Bachelor's degree, valid NYS driver's license, and reliable transportation.
      2. **Job Description & Expectations:**
         a. Responsible for the overall supervision and coordination of services provided under contract with the Erie County Department of Senior Services. These services include case

Packet Pg. 201

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

management and information and assistance, and may include chore and/or transportation services.

b. Establishes and maintains linkages with other service providers in the service area to foster relationships that facilitate service delivery.
c. Seeks to identify and generate additional resources that promote, enhance and improve services to the elderly.
d. Supervises case managers and other project personnel. Conducts regular case conferencing sessions with case managers to ensure EISEP standards are met and care plan goals are effective and appropriate. Participates in case conferencing meetings with the assigned Department Supervisor.
e. Conducts Case Record Reviews for case managers under supervision to ensure standards are met by the Agency. As these activities are reported in PeerPlace as case management units of service, they should equal approximately 100% of a full time equivalent. The Project Coordinator is responsible for reviewing all cases within a one year look back period to ensure monitoring compliance.
f. Is responsible for the completion of reviews of COMPASS re/assessments by agency Case Managers within the 10-day turnaround time standard.
g. If the agency finds itself over capacity for whatever reason, it is the responsibility of the Project Coordinator to reach out to their County case management supervisor for assistance to ensure that EISEP standards will continue to be met.
h. Responsible for coordinating the onboarding/training of new agency case management staff in accordance with current Erie County Department of Senior Services and NYSOFA guidelines.
i. Assesses individual staff training needs and facilitates training opportunities which address these needs. Participates in trainings and in-services as required by the Erie County Department of Senior Services. May supervise student interns from area colleges and universities.
j. Ensures that Case Managers complete NYSOFA required CADER trainings as well as the minimum 16 hours per year of additional job related trainings.
k. Plans and implements a variety of outreach activities (such as visiting senior housing buildings to locate isolated individuals) that are primarily targeted to reach underserved elderly who are frail, socially isolated, minority and/or low income. Submits a report on outreach activities completed.
l. Maintains necessary record keeping systems, prepares and submits mandated reports on services using available information technology resources. Reports include but are not

Packet Pg. 202

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

limited to Performance Measures results, monthly case record review list, etc.

m. All case manager/senior case manager responsibilities in addition to the Project Coordinator responsibilities outlined above. The Project Coordinator may maintain a small caseload in order to provide oversight and supervision to staff with the remainder of their time.

n. Assigns intakes to self and case management staff for assessment. Has delegated the task of assignments in their absents.

ii. **Job Title:** Senior Case Manager

1. **Minimum Qualifications:** Bachelor's degree, valid NYS driver's license, and reliable transportation.
2. **Job Description & Expectations:**
   a. Provides information and referral on services to the elderly, their families and other service providers on the telephone, in person and through community forums.
   b. Conducts thorough intakes of clients to determine the need for case management services.
   c. Is responsible for in-home assessments of clients and development of care plans to meet needs. Implements care plans and revises as necessary.
   d. Advocates on behalf of clients with formal and informal support systems.
   e. Provides linkages and referrals to agencies and programs providing assistance to seniors. Stays current with programs pertaining to the elderly.
   f. Attends meetings, trainings and in-services as required by the Erie County Department of Senior Services.
   g. Demonstrates the ability to successfully utilize computer software for assessments, reporting (including worker log) and correspondence.
   h. Participates in regular case conferencing sessions with supervision and consults with supervisor as needed on difficult cases.
   i. Intervenes in crisis situations, making appropriate referrals to medical, environmental, mental health and utility emergencies.
   j. Conduct case conferencing sessions in the absence of supervisor.
   k. In absence of supervisor, oversee case managers and other cluster project personnel.
   l. Conducts case conferencing sessions with case managers to ensure EISEP standards are met and care plan goals are effective and appropriate.
   m. Assist supervisor in assessing individual staff training needs and facilitating training opportunities which address these needs. Participate in trainings and in-services as required by

Packet Pg. 203

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

the Erie County Department of Senior Services. May supervise student interns from area colleges and universities.

n. Plans and implements a variety of outreach activities (such as visiting senior housing buildings to locate isolated individuals) that are primarily targeted to reach unserved elderly who are frail, socially isolated, minority and/or low income. Submits a quarterly report on outreach activities completed.
o. The Senior Case Manager assumes responsibility for a case management and information and assistance case load.
p. Assists the Project Coordinator with reviewing all cases within a one year look back period to ensure monitoring compliance, including conducting Case Record Reviews.
q. Assigns intakes to Case Management staff under the direction of the Project Coordinator.
r. Other duties as directed

iii. **Job Title:** Case Manager

1. **Minimum Qualifications:** Bachelor's degree, valid NYS driver's license, and reliable transportation.
2. **Job Description & Expectations:**
   a. Provides information and referral on services to the elderly, their families and other service providers on the telephone, in person and through community forums.
   b. Conducts thorough intakes of clients to determine the need for case management services.
   c. Is responsible for in-home assessments of clients and development of care plans to meet needs. Implements care plans and revises as necessary.
   d. Advocates on behalf of clients with formal and informal support systems. Provides linkages and referrals to agencies and programs providing assistance to seniors. Stays current with programs pertaining to the elderly.
   e. Attends meetings, trainings and in-services as required by the Erie County Department of Senior Services.
   f. Demonstrates the ability to successfully utilize computer software for assessments, reporting (including worker log) and correspondence. including email, scanning, faxing and other forms of communication, such as virtual conferencing.
   g. Is responsible for maintaining client case records in an accurate and timely manner. These records will reflect understanding of and adherence to established EISEP standards. Case Managers will maintain a caseload of approximately 100 clients.
   h. Participates in regular case conferencing sessions with supervision and consults with supervisor as needed on difficult cases.

Packet Pg. 204

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

i. Intervenes in crisis situations, making appropriate referrals to agencies dealing with medical, environmental, mental health and utility emergencies.
j. Maintains a working knowledge of community resources to meet the needs of clients.
k. Work is performed under the direct supervision of a Senior Case Manager, Social Case Supervisor or and administrative employee of higher rank. Supervision may be exercised over lower ranking employees. Does related work as required.
l. Other duties deemed as appropriate by Project/Assistant Coordinator

f. Agency will provide County detailed job descriptions of all staff positions, upon request. In addition, the County shall have the right to review salaries of the staff detailed in this contract.
g. County shall also have the right to review the credentials of any staff utilized to provide services under this Contract. However, it shall remain the duty of Agency to review and approve credentials and employ only persons who are qualified in all respects for the positions in which they are placed. Agency will not be reimbursed unless this requirement has been fulfilled.
h. Agency agrees, to the greatest extent feasible, to employ older persons in the implementation of this agreement.

III. Agency Deliverables:

a. Peerplace data will be utilized to track clients served and service type
   i. Agency Goal range CM 402-502; I&A 285-385; OR 25-35 unduplicated served client goal range for Case Management, Information and Assistance and Outreach. The goals are set according to Agency staffing levels, data obtained from full contract year 2021-22, and input from Department and Agency staff. The goals will be tracked and monitored throughout the year to assist Agency in obtaining goals set while maintaining NYSOFA compliance
b. If agency is underperforming, Department may at its discretion reallocate goals of, and possible funding to, another agency in order to achieve Department objectives.
c. If an agency terminates a contract at any point in the contract year it will be entitled to only a commensurate amount of funds for the time service was performed. Either the same percentage of time or percentage of clients served, whichever is less.

IV. Emergency Closure Preparedness Plan:

a. If Agency location is closed during normal operating hours for any reason, Project Coordinator must contact assigned department supervisor to advise of closure details and to develop a plan to ensure that critical agency functions continue

V. Geographic Area Served:

a. Concentration areas: Amherst 14226, 14228; East Amherst 14051; Williamsville 14221; Getzville 14068.

b. Additional Areas: Agency agrees to provide services to individuals in addition to the defined Concentration Area. County will exercise this option to regulate caseload sizes of the Agency's Case Managers. If client demand exceeds the Agency's capacity, the

Packet Pg. 205
13.R.1.a
Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

County will assign excess cases elsewhere. Agency retains the responsibility to ensure their capacity is maintained

VI. Performance Measures:

a. RBA Measure #1:
   i. Number of new behavioral health screenings completed (emotional well-being scale to be completed at initial assessment).
b. RBA Measure #2:
   i. Number of annual behavioral health re-screenings completed (emotional well-being scale completed at re-assessment).
c. RBA Measure #3:
   i. Number of behavioral health referrals for further assessment by race
d. RBA Measure #4:
   i. Number of behavioral health referrals for further assessment by ethnicity
e. Annual Satisfaction Survey: The effectiveness and quality of case management services will be evaluated by the County with the results presented to the Agency during the annual assessment.

VII. Contract Property:

a. Purchases by the County are not subject to State and local sales or excise taxes. There is no exemption, however, for social security, unemployment insurance and like taxes. All equipment, purchased under this agreement with a unit cost of $500 (five hundred dollars) and/or with a useful life of more than two (2) years, shall be deemed to be the property of the County and shall be used as far as practicable by the Agency for the purpose of carrying out the extent of this agreement, and shall not be available for the general use of the Agency. A complete inventory of all such equipment shall be maintained by the Agency. The Agency is responsible for returning inventoried property to the County at the Agency's expense. All such equipment shall be identified as the property of the County. Disposition of the inventoried property shall be made in accordance with applicable provisions of law. The Agency shall reimburse the County for all loss or damage due to any cause other than normal wear and tear, and such reimbursement shall include damages for loss due to the following causes as well; fire, theft or mysterious disappearance.

VIII. Contribution Income:

a. Agency shall use its best effort to maximize applicable income.
b. Agency shall establish and maintain a contribution schedule subject to the approval of the County, as required by the New York State Office for the Aging.
c. Agency shall cooperate with the County in efforts to receive funds from those programs where appropriate.
d. Agency, consistent with the provisions of this Agreement relating to contract clients, and with a view toward increasing the funds available for contract services, shall use its best effort to maximize applicable income.
e. Participants must be informed of and provided with the opportunity to voluntarily contribute to the cost of services.
f. Participants may determine for themselves the contribution they are able to make.
g. **Under no circumstances will any individual be refused service because of inability to contribute.** All other income earned by the Agency with respect to contract funds or as a result of conduct of contract services must be included in the calculation of the amount of Agency income.
h. Pursuant to New York State Regulations, all Agency service personnel, both paid

Packet Pg. 206

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

and volunteer, who handle contributions, must be bonded, with the exception of government employees and attorneys providing legal services. Agencies can obtain a "blanket bond" for all employees.

IX. Program Reports:

a. If the Agency utilizes the online support service contracted through the County, such users shall be subject to the approval of the County as deemed necessary by the responsibilities of the user's jobs. The Agency agrees not to allow user login accounts to be used by or shared with more than one individual user, except that the user login accounts may be reassigned from time to time, by the County, to new users who are replacing former users who have terminated employment with the Agency or otherwise changed job status or function and no longer require access to the service. Failure of the Agency to observe these restrictions may result in termination of the use of the service and therefore termination of this contract.

X. Assessments:

a. The County is responsible for evaluation of all services provided in connection with this Agreement. The Agency shall cooperate with the County in the conduct of such evaluations that are deemed appropriate. Under New York State Office for the Aging (NYSOFA) regulations, an annual assessment must be completed within 364 days of the previous assessment. In addition to the traditional items included on the annual assessment, the record of the following items will be considered:
b. Obtain and maintain documentation as required in this Agreement including but not limited to providing current liability and Workers' Compensation insurance certificates
c. Submit a monthly financial report to the County on or before the tenth (10) day of the month after the end of each monthly period of the program year on forms provided by the County
d. Performance will be reviewed and failure to comply with requirements of Exhibit A: Case Management Services Monitoring Requirements Policy and Procedure, will be addressed and may lead to a compliance improvement plan with the expectation of improvement over the next three months
e. To support compliance with these expectations, the Department will conduct ongoing service monitoring audits throughout the year which will comprise of an evaluation of individual Case Manager's current caseload relative to the following:
    i. Review of case notes to check for documentation of the required bimonthly, quarterly, and service start contact, as well as, the Initial Assessment and Reassessment contact
    ii. Compliance in timeliness of client/caregiver contact, and the content of the note itself
    iii. Is there an updated Care Plan?
    iv. Is there a COMPASS?
    v. Service Plan?
    vi. In addition, Agency Project Coordinator/ Senior Case Management staff must conduct case record reviews (CRR)for Case Managers Initial, Reassessments, and as needed, relative to the number of assessments the Case Managers complete and submit for review on a timely basis. The expectation is to conduct a CRR within the 10-day turnaround time standard. This is reported on the quarterly report
    vii. Compliance Improvement Plans will be issued to agency Project Coordinator

Packet Pg. 207
13.R.1.a
Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

and Director with copies to County Commissioner and Case Management Supervisor, if performance reviews reveal 6+% out of compliance, with the expectation of improvement over the next quarter

viii. Compliance Improvement Plans (CIP) –Any Agency or individual CM caseload that is 90% or higher complies with our determined standards. However, any caseload 89% or lower will result in the Agency or Case Manager being placed on a Compliance Improvement Plan (CIP).

Compliance Improvement Plans are designed to identify compliance issues/ concerns, describe the plan of action to address the issues, and document when the plan was reviewed.

If an Agency or individual Case Manager is found to be out of compliance by 89% or less, a Compliance letter will be sent from the Contracts unit to the Agency Project Coordinator and Executive Director. The compliance letter explains that the agency is currently out of compliance with our standards and that a CIP will be issued. The compliance letter specifies a date that the improvements need to be made by (within 3 months or less) and that actions will be taken if there is no improvement.

Part II – Agency Representations:

Agency Information:

Town of Amherst by and through the Amherst Center for Senior Services

Place of Performance:

370 John James Audubon Parkway, Amherst NY 14228

When was the Agency established? (Month & Year):

June 1962

The basis of the Agency's authority to conduct the programs and services described in this application (license, board approval, etc.):

Approval of the Town of Amherst Town Board

Agency's overall programs and services identifying those which are available to older adults:

All Town of Amherst program and services are available.
Purpose of the Amherst Center for Senior Services:
The Town of Amherst Department of Senior Services is a Human Service agency serving the community's older adult residents. Its mission is to foster the physical and mental well-being of seniors by providing educational and recreational activites, health-related, social and supportive services, and opportunities for volunteerism.
Services Provided: Classes (75 various- exercise, Discussion, Computer, Chronic Disease Management, etc.): Clubs (Knitting, Bridge & Pinochle, Billiards, Travel,etc.): Congregate Nutrition Program: Home Delivered Meals; Support Groups; Outreach; Social Model Adult Day

Packet Pg. 208

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

Services; Transportation and Volunteer opportunities.

Low-Income, Minority and Frail/Vulnerable Participation- specify how the Agency intends to serve low-income, minority, and frail/vulnerable individuals in at least the same proportion they are represented in your service delivery area:

Clients served in Case Management, Information & Assistance, Outreach, Chore programs are referred by Erie County. SOS intends to serve all referred clients.

Staffing Pattern:
Please identify each position by descriptive job title, the number of hours per week, number of staff at that title in the program, and if vacant, the anticipated fill date:

Job Title	**# hrs**	**# staff**
Project Coordinator	35	1
Case Manager	35	2
Social Case Worker (PT)	19	1 ~~2~~*(in kind)
Clerk Typist (PT)	19	1
Clerk Typist (Seasonal)	6	1
Director of Senior Services	4	1

Amendments:

The Agency must submit to the County necessary documentation of changes, additions, or deletions to the information provided in this Schedule.

Packet Pg. 209

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

SCHEDULE C
STANDARD ASSURANCES
for
TITLE III OF THE OLDER AMERICANS ACT OF 1965 AS AMENDED

To the fullest extent applicable, Agency hereby makes the representations and agrees to the terms and conditions set forth in this Schedule as if the Agency were the Applicant/ Applicant Agency:

1. Purpose of Program

The Applicant understands and agrees that it is the purpose of the Title III Program to foster the development of a comprehensive and coordinated service system for older persons within the planning and service area for the provision of supportive services, nutrition services and the establishment of multipurpose senior centers.

The primary objectives of this system are:

(a) To secure and maintain maximum independence and dignity in a home environment for older persons capable of self-care with appropriate supportive services; and

(b) To remove individual and social barriers to economic and personal independence for older persons, including the provisions of opportunities for employment and volunteer activities in the communities where older persons live.

2. Goals and Utilization of Resources

The Applicant further understands and agrees that in order to achieve the purpose of the Title III Program the resources made available by the State Agency and the Area Agency are designed to:

(a) Provide for the development and implementation by the Area Agency, in conjunction with other planners and service providers, and older consumers of services, of an Area Plan which sets forth specific program objectives and priorities for meeting the needs of the elderly with special attention being given to the needs of older persons with the greatest economic or social need. Applicant may use methods such as location of services and specialization in the types of services most needed by these groups to meet this requirement. However, applicant may not use a "means test" or other test whereby the income or resources of an older person are used to deny or limit that person's receipt of services.

"Greatest economic need" means the need resulting from an income level at or below the poverty threshold established by the Bureau of the Census. "Greatest social need" means the need caused by non-economic factors which include physical and mental disabilities, language barriers, cultural or social isolation including that caused by racial or ethnic status, which restrict an individual's ability to perform normal daily tasks or which threaten his or her capacity to live independently.

(b) Increase the capability of the Area Agency to develop and implement action programs designed to achieve the coordination of existing social service systems in order to make such systems more effective, efficient, and responsive in meeting the needs of the elderly;

Packet Pg. 210

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

(c) Draw in increasing commitments from public and private agencies which have resources that can be utilized to serve older persons, and encourage such agencies to enter into cooperative arrangements to facilitate access to and utilization of all existing services and to develop social and nutrition services effectively and efficiently to meet the needs of older persons.

(d) Make existing social services more accessible to older persons in need through the development and support of services such as transportation, outreach, information and referral, and escort which can increase the ability of older persons, including the older physically and mentally disabled, to obtain other social services; and

(e) Promote comprehensive services for the elderly through the development and support of social services which are needed by older persons but which are not otherwise available such as congregate meals, continuing education, health and health screening programs, legal services, advocacy, informational and referral services, daycare, protective services, residential repair and renovation, physical fitness and recreation services, home health care and homemaker services.

3. Targeting

Contract services shall be available to the population 60 years of age *(Title III-E and Grandparenting assistance – age 55)* and over residing in the designated service area, unless otherwise provided in this agreement. However, priority for service shall be given to those older persons with greatest economic or social need; that is, those who, because of low income, physical or mental impairment, minority status, cultural or social isolation, are at greater need. The Agency agrees to cooperate with the Department of Senior Services and its specialized programs for the frail elderly, and in accord with this Agreement, to target its services to those persons identified as being at particularly high risk to institutionalization.

4. Authority and Capacity of Applicant Agency

The Applicant assures that it has the authority and capacity to develop this proposal and to carry out a program pursuant to it within the planning and service area.

5. Staffing of the Applicant Agency

Adequate numbers of qualified staff, including members of minority groups, will be assigned to assure the effective conduct of responsibilities under this proposal. Subject to the requirements of merit employment systems of local government, preference will be given to persons aged sixty (60) or over for any staff positions (full-time or part-time) for which such persons qualify. The proposed staffing plan for the Applicant which sets forth the number, type of personnel employed and the timetable for the hiring of staff for the project year is included in this application. The Applicant understands and agrees that, once the staffing plan has been approved by the Area Agency, such plan must be adhered to in all personnel actions taken by the Applicant, and that, if the Applicant determines it must deviate from such plan, it must obtain the prior approval of the Area Agency.

6. Standards of Personnel Administration

In cases where the Applicant is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed pursuant to 5 USC 3371 et. seq. and 42 USC 4701

Packet Pg. 211

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

et. seq. (previously referenced in part as the Inter-governmental Personnel Act of 1970). Such methods shall be maintained in the files of the Applicant and shall be made available to the Area Agency and the State Agency upon request.

7. Contributions for Social Services

The Applicant assures that it shall afford older persons with a free and voluntary opportunity to contribute to all or part of the costs of the social services provided under this proposal. The applicant must protect the privacy of each older person with respect to his or her contribution and must establish appropriate procedures to safeguard and account for all contributions. Contributions made by older persons are considered program income and must be used by the Applicant to expand services. The Applicant shall consult with the Area Agency regarding proposed contributions. Each older recipient shall determine for himself, what he is able to contribute toward the cost of the social service. No older person shall be denied a social service because of his failure to contribute to all or part of the cost of such service.

8. Licensure Requirements

The Applicant assures that where State or local public jurisdictions require licensure for the provision of social services, it shall be licensed, or shall meet the requirements for licensure. All services provided must meet any existing state and local safety requirements for the provision of those services.

9. Evaluation

The Applicant assures that it will cooperate and assist in any efforts undertaken by the Area Agency, the State Agency, or the Administration on Aging to evaluate the effectiveness, feasibility, and costs of activities under the area proposal.

10. Public Information

The Applicant will provide for a continuing program of public information specifically designed to assure that information about the program and activities carried out under this proposal are effectively and appropriately promulgated throughout the geographic area.

11. Maintenance of Effort

The Applicant assures that there will be expended for the purposes for which payments are made for activities under this plan, for the year for which such payments are made and from funds from non-Federal resources, an amount not less than the amount expended for such purposes from such funds during the previous year.

12. Confidentiality

The Applicant must establish procedures in accordance with the client confidentiality requirements of applicable state and federal laws, rules and regulations, to protect the confidentiality of information about older persons collected in the delivery of services. The procedures must ensure that no information about an older person, or obtained from an older person by the applicant or the State or area agencies, is disclosed by the applicant or agency in a form that identifies the person without the informed consent of the person, unless the disclosure is required by court or order, or for program monitoring by authorized Federal, State, or local monitoring agencies.

Packet Pg. 212

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

13. Drug-Free Workplace

The applicant will comply with the Drug-Free Workplace Acts of 1988, 45 CFR Part 76, Subpart F as amended, replaced, and/or renumbered. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and, (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and, (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than **FIVE** calendar days after such conviction;

(e) Notifying the agency in writing, within **TEN** calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within **30** calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or, (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

Packet Pg. 213

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

New York State Office for the Aging

ATTACHMENT A

2020-24 FOUR YEAR PLAN

STANDARD ASSURANCES

For the Period:

April 1, 2020 - March 31, 2024

Applicable to the following:

Title Ill-B of the Older Americans Act

Titles Ill-C-1 and Ill-C-2 of the Older Americans Act

Title Ill-D of the Older Americans Act

Title Ill-E of the Older Americans Act

State Transportation Program

Caregiver Resource Center (CRC)

Wellness in Nutrition (WIN)

Community Services for The Elderly Program (CSE)

New York State Expanded In-Home Services for The Elderly Program (EISEP)

Congregate Services Initiative (CSI)

Emergency Preparedness Plans

Mental Health Services

Health Insurance Information, Counseling and Assistance Program (HIICAP)

Unmet Need

Packet Pg. 214

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

The Standard Assurances applicable to, and included in, this 2020-24 Four Year Plan (hereafter collectively referred to as "Plan") shall be effective April 1, 2020.

Standard Assurances Applicable to All Programs

1. Statutes, Regulations, and Policies: The area agency on aging (AAA) assures that all its activities under this Plan shall conform with all applicable Federal, State, and local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities. Applicable laws include but are not limited to the following:

Federal Statutes, Regulations, and Policies

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001, et. seq.)

2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

2 CFR Part 376 (Nonprocurement Debarment and Suspension)

2 CFR Part 382 (Requirements for Drug-Free Workplace (Financial Assistance) — implementing 2 CFR Part 182)

45 CFR Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards)

45 CFR Part 80 (Nondiscrimination Under Programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)

45 CFR Part 84 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)

45 CFR Part 93 (New Restrictions on Lobbying, see 91-PI-05 [01/24/91])

45 CFR Part 1321 , Subparts A-D (Grants to State and Community Programs on Aging)

Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621, et seq.)

Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101, et seq.) and implementing Federal regulations (28 CFR Parts 35 and 36) and 17-PI-21 [08/04/17].

Civil Rights Act of 1964, Title VI, as amended (42 U.S. C. 2000d, et seq.)

Equal Employment Opportunity Act of 1972, as amended (42 U.S. C. 2000e, et seq.)

Equal Pay Act of 1963, as amended (29 U.S.C. 206)

Hatch Act (5 U.S.C. 1501, et seq., Political Activity of Certain State and Local Employees)

Home Energy Assistance Act of 1981, as amended (42 U.S.C. 8621, et seq.)

Rehabilitation Act of 1973, Section 504 (29 U.S.C. 794, Nondiscrimination under federal grants and programs)

Single Audit Act Amendments of 1996 (31 U.S.C. 7501, et seq.)

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §

Packet Pg. 215

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

4601, et seq.)

Office of Management and Budget (OMB):

OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments) codified at 2 CFR Part 200

OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations) codified at 2 CFR Pan 200.500

Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action), as Amended by Executive Order 12086 (Consolidation of Compliance Functions), and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations).

Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)

HHS Grants Policy Statement (U.S. Department of Health and Human Services) https://www.hhs.gov/sites/default/files/grants/grants/policiesregulations/hhsgpsl 07 .pdf

State Statutes, Regulations, and Policies

New York State Elder Law

New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 6654, 6655, and 6656)

Executive Law, Article 15 (Human Rights Law)

Executive Law, Article 7-A (Solicitation and Collection of Funds for Charitable Purposes)

All NYSOFA Program Instructions (htt s://a in .n . ov/ProvidersandStaff//ssuances//ssuances.cfm

2. Program Implementation: The AAA identified in this Plan has the authority and the responsibility for effective implementation of Title Ill of the Older Americans Act (OAA), Community Services for the Elderly (CSE), Expanded In-Home Services for the Elderly Program (EISEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), State Transportation Program, Health Insurance Information Counseling and Assistance Program (HIICAP), Caregiver Resource Center (CRC) programs, and Unmet Need and to support Title VII and the State Long Term Care Ombudsman Program (LTCOP). This AAA agrees to carry out directly or through contractual or other agreements, programs in its planning and service area (PSA) as detailed in this Plan, and in its Title Ill-B, Title Ill-C, Title Ill-D, and Title Ill-E, EISEP, CSE, CSI, WIN, State Transportation Program, HIICAP, and CRC Applications for Funding (Applications).

3. Changes to this Plan: The AAA assures that it shall submit for approval to NYSOFA necessary documentation for changes, additions, or deletions to this approved Plan, and the Title Ill-B, Title Ill-c, Title Ill-D, Title Ill-E, EISEP, CSE, CSI, WIN, State Transportation Program, HIICAP, CRC Applications, and Unmet Need.

Packet Pg. 216

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

4. Utilization of Funding: The AAA understands and agrees that it shall apply only for funds which are necessary to meet the specific needs of older adults within its PSA for the next year and understands that NYSOFA shall not award any funds which cannot be so utilized.

5. Approved Costs, Budget Modifications:

   A. Expenditures: The AAA agrees that expenditures shall be made only for authorized items of expense contained in the budget section of the approved Applications. Cost overruns up to $1 ,000 or 10% (whichever is greater) for an individual budget category for authorized items of expense will be allowed as long as the total costs do not exceed the total amount of the grant. If and when expenditures in excess of $1 ,000 for items not previously budgeted (e.g., equipment, personnel or contractor items) become necessary, the AAA shall submit a written request to NYSOFA and await NYSOFA approval before making such expenditures. Also, if costs for an individual budget category will exceed the budgeted amount by more than $1,000 or 10%, whichever is greater, a budget modification must be approved in writing by NYSOFA before these costs will be reimbursed. (See 05-PI-09 [6/15/05]).

   B. Equipment Disposition: If equipment costing $1 ,000.00 or more is purchased with any Federal or State funds under this Plan, and the equipment is no longer needed for activities supported by such programs, NYSOFA reserves the right to select a recipient for and approve the transfer to such recipient of such equipment, which must be used for services to older adults.

6. Vouchering: The AAA agrees that State Vouchers submitted for reimbursement of expenses incurred in the conduct of this Agreement will not include any expenses which have been, or will be, reimbursed from other sources (e.g., other Federal or State funds). The AAA shall file claims for all payments on a timely basis in accordance with procedures promulgated by NYSOFA. The AAA agrees to accept payments electronically as required by New York State for expenses incurred and will enroll in the OSC (Office of the State Comptroller) electronic payment program, unless a request for Exemption from Electronic Payment is approved by NYSOFA.

7. Access to Records: The AAA agrees to maintain appropriate programmatic and fiscal records for the programs included under this Plan. Such records must be retained for six years after receipt of final payment. Authorized representatives of the Administration for Community Living (ACL), the New York State Comptroller or his authorized representatives and staff of NYSOFA shall have access to and right to examine all books, documents, and all pertinent materials of the AAA related to the programs included under this Plan. In addition, the AAA shall provide access to other Federal and State governmental agencies at the request of NYSOFA.

8. Indemnification: The AAA agrees to hold NYSOFA and the State of New York harmless and indemnify it from liability for actions the AAA takes under this Plan. In the event any claim is made or any action is brought against NYSOFA or the State of New York, arising out of negligent or careless acts or any neglect, fault or default of an employee, agent, independent contractor, trustee or volunteer of the AAA, either within or without the scope of his/her employment or scope of authority, or arising out of the AAA's negligent performance, NYSOFA shall have the right to withhold further payments for the purpose of set-off in sufficient sums to cover the claim or action and accompanying litigation costs. The rights and

Packet Pg. 217

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

remedies of NYSOFA provided for in this Standard Assurance shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Plan.

9. Personal Client Information: The AAA agrees that personal information relating to individuals who apply for or receive services pursuant to this Plan Shall be kept confidential by the AAA and shared on a need-to-know basis only With AAA and contractor staff for purposes of providing programs and services. Such information can be shared with entities outside those involved in delivering programs and services only with the informed consent Of the individual served or pursuant to a court order or when there is deemed to be actual and immediate danger to the health or welfare of the individual,

10. Contracts:

10.1 AAA Responsibilities for Contract Administration,

A. Minority and Women Owned Business (WWBE) Contracts. The AAA assures that it will comply with all Federal, State, and local laws regarding opportunities for minority owned/operated and women owned/operated organizations.

B. Service-Disabled Veteran-Owned Businesses (SDVOB) Contracts: The AAA assures that it will comply with ail Federal, State, and local laws regarding opportunities for servicedisabled veteran-owned businesses (SDVOB) organizations.

C. Technical Assistance. The AAA shall provide technical assistance and information in a timely manner to all contractors.

D, Contract Approval: The AAA shall enter into formal contracts in accordance with the Contractor Roster contained in this Plan. All contracts shall be written in accordance with Federal, State and local standards and a copy Of the fully executed contract (including budgetary information) Shall be forwarded to NYSOFA no later than thirty (30) days after the execution date of the contract. The AAA shall maintain contracts for all contractors as well as supporting documentation for all vouchers from contractors in accordance with the Section 7, Access to Records. The AAA when contracting with a business entity (rather than a non-profit organization) for the delivery Of OAA and/or CSE services shall comply With the review process established by NYSOFA.

E.Contract Monitoring The AAA shall monitor its contractors to ensure that contractors perform in accordance With the requirements Of Federal, State and local laws, regulations and guidance documents (including AOA/ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Informaticn Memoranda) and this Plan and make expenditures only for authorized items of expense contained in the approved budgets. The AAA shall further ensure that if and When other than authorized expenditures become necessary, the contractor shall request and await AAA approval before incurring such expenditures. The AAA shall make any necessary budget modifications and shall submit a copy to NYSOFA within 30 days Of its effective date,

F. Funding Limitations: The AAA may enter into a contract that extends beyond the renewal date of an Application, In entering into a contract beyond the renewal date Of an Application, the AAA should not make a commitment that may exceed the next year's

Packet Pg. 218

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

annualized funding level, and the contract must state that it is contingent upon the provision of funding to the AAA in the subsequent year.

G. Data and Programming: The AAA assures that any service, product, repott or other information generated by a computer or otherwise supplied under this Plan provided by

the AAA to NYSOFA or other State or Federal agencies shall, when used in accordance with supplied documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations.

Any services or products purchased with funds under this Plan shall come with a warranty that those services shall be provided in an accurate and timely manner without interruption, failure or error due to inaccuracy of the service's or product's operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various date/time transitions including leap year calculations.

The supplier of such services shall be responsible for damages resulting from any delays, errors or untimely performances resulting therefrom, including but not limited to the failure or untimely performance of such services.

H. Conformance with This Plan: The AAA agrees that all contracts, including contractor's subcontracts, funded under this Plan shall contain a provision that the work will be performed in accordance with the terms of this Plan, and further agrees to make such Plan available to its contractor for such purposes.

I. Integrity and Public Purpose: The AAA shall maintain the integrity and public purpose of services provided, and service providers, under the OAA in all contractual and commercial relationships.

J. Disclosure of Contractors and No Diminishment of Services: The AAA shall:

1) disclose to the Assistant Secretary of the AoA/ACL and the Director of the State agency:

a) the identity of each non-governmental entity with which such agency has a contract or commercial relationship relating to providing any service to older adults; and

b) the nature of such contract or such relationship;

2) demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under the OAA by the AAA has not resulted and will not result from such contract or such relationship; and

3) demonstrate that the quantity or quality of the services to be provided under the OAA by the AAA will be enhanced as a result of such contract or such relationship.

K. Use of OAA Funds: The AAA agrees that funds received under the OAA shall not be used to pay any part of a cost (including an administrative cost) incurred by it to carry out a contract or commercial relationship that is not carried out to implement the OAA.

Packet Pg. 219

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

L. Receipt of OAA Services: The AAA agrees that preference in receiving services under the OAA shall not be given by such agency to particular older adults as a result of a contract or commercial relationship that is not carried out to implement the OAA.

M. Focal Points: The AAA shall specify, in grants, contracts or agreements implementing the Plan, the identity of each focal point so designated.

N. AAA Funding Liability: The AAA assures that its contracts with providers shall provide that all payments to be made thereunder are subject to the availability of Federal/State funds and the AAA shall have no liability under the contract beyond the amounts available under adopted Federal and State budgets.

O. Record Maintenance: The AAA will require all contractors to maintain records and make reports in such form and containing such information as may be required by the AAA and NYSOFA. The AAA will require all contractors (including contractor's subcontractors) to comply with the provisions of the above Section 7 Access to Records, to maintain such accounts and documents as will permit expeditious determination to be made at any time of the status of award funds, including the disposition of all monies received from the AAA and the nature of all expenditures claimed against such funds.

P. Targeting: The AAA shall undertake a leadership role in assisting communities throughout the planning and service area to target resources from all appropriate sources to meet the needs of older persons with greatest economic or social need, including low income minority individuals with limited English language proficiency and older adults residing in rural areas. Such activities may include location of services and specialization in the types of services most needed by these groups to meet this requirement. However, the area agency may not permit a grantee or contractor under this part to employ a means test for services funded under this part. For purposes of this assurance the term "means test" is defined as an eligibility determination for a program or for services based upon an individual's or family's income and/or assets.

10.2 AAA Contract Requirements.

A. AAA assures that its contracts with providers of services shall include, and that its contractors will include in any subcontracts, the following provisions in addition to the provisions specified in B below:

1) Targeting. The Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the OAA and the Equal Access to Services and Targeting Policy issued by the New York State Office for the Aging (See: 12-Pl-08 [07/17/20121).

2) Language Access. The Contractor shall inform persons with limited English proficiency of the availability of language assistance, free of charge, by providing

Packet Pg. 220

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

written notice of such assistance in a manner designed to be understandable by limited English proficiency persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

3) Contributions. The Contractor shall provide participants an opportunity to voluntarily contribute to the cost of the service received, as appropriate. The Contractor shall use all collected contributions to expand the service for which the contributions were given to supplement the funds received under the OAA.

4) Client Needs. The Contractor shall assist participants in taking advantage of benefits under other programs.

5) Non-duplication. The Contractor assures that the services it provides are coordinated and do not unnecessarily duplicate services provided by other sources.

B, AAA assures that its contracts, and its contractor's subcontracts shall include the following provisions:

1) Reporting. The Contractor Shali provide the AAA with timely information needed to satisfy reporting requirements as specified by NYSOFA;

2) Record Retention and Accessibility, The Contractor agrees to maintain appropriate records and to retain them for six years after final contract payment js made. The Contractor agrees to provide access to all books, documents, and all pertinent materials related to the contract for examination to authorized representatives of the AoA/ACL, the New York State Comptroller or his/her representatives, and staff of NYSOFA and/or of the AAA.

3) Confidentiality. The Contractor agrees that, to the extent it or its subcontractors, if any, maintains personal information relating to applicants or recipients Of services pursuant to the contract, such information will be kept confidential and shared with the AAA; or with other entities upon the informed consent of applicant, recipient or an authorized representative of the applicant or recipient; or as required by Federal or State laws,

4) AAA Funding Liability. Payment to the Contractor is subject to the availability of Federal/State funds and the AAA shall have no liability under the contract beyond the amounts available under adopted Federal and State budgets. To the extent that the contract extends beyond the renewal date of AAAs Application, it is contingent upon provision of funding to the AAA in the subsequent year.

5) Conformance with AAA Area Plan. The Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan, The AAA agrees to make the Area Plan available to the Contractor.

6) Warranty for Data and Programming. The Contractor warranties that services shall be provided in an accurate and timely manner without interruption, failure or error due to inaccuracy of the service's or product's operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various time/date

Packet Pg. 221

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

transitions including leap year calculations. The Contractor accepts responsibility for damages resulting from any delays, errors or untimely performances resulting therefromi including but not limited to the failure or untimely performance of such services.

7) Responsibility. The Contractor certifies that, to the best of its knowledge and belief, it is and will remain in compliance with 2 CFR Part 376 - Nonprocurement Debarment

and Suspension, concerning public (Federal, State or local) transactions. If necessary, the Contractor will submit an explanation of why it cannot provide this certification.

8) Subcontracts. If the Contractor enters into subcontracts for the performance of work pursuant to this contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors and subcontractor staff. Nothing in the subcontract shall impair the rights of the AAA under this contract or the Area Agency Plan as approved by New York State Office for the Aging. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this contract and Federal and State law.

10.3 AAA Contract Requirements for OAA Title Ill Programs.

The AAA agrees to include the following provision in its contracts for OAA Title Ill programs and services:

The Contractor agrees that for programs established and funded in whole or in part pursuant to Title Ill of the Older Americans Act, Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to Iowincome minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area..

1 1. Responsibility: The AAA certifies that, to the best of its knowledge and belief, it is and will be in compliance with 2 CFR Part 376, regarding non-procurement debarment and suspension concerning public (Federal, State, or local) transactions. If necessary, the AAA will submit an explanation of why it cannot provide this certification.

12. Due Recognition: The AAA agrees that any program, public information materials, or other printed or published materials on the work of or funded by these programs shall give due recognition to NYSOFA and as appropriate AoA/ACL.

13. Rights to Materials: AAAs agree that all materials developed by the AAA or its contractors in connection with programs funded under this Plan shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials, subject to any restrictions in Federal Laws and Regulations.

Packet Pg. 222

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

14. Public Information: The AAA shall provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this Plan is effectively and appropriately disseminated throughout the PSA. The AAA shall provide information to the public upon request. The AAA shall make public information available in the primary languages of the client populations, where appropriate. Public information shall also be made accessible to persons with disabilities, including those with hearing and vision impairments.

15. Limited English Proficiency: The AAA agrees to comply with 12-PI-08 [7/1 7/12], and in each PSA in which a substantial number of older adults of limited English proficiency reside, the AAA sha

A utilize jn the delivery of outreach services under Section 306(a)(2)(A) of the OAA, the services of workers who are fluent in the language spoken by a predominant number of such Older adults who are Of limited English proficiency and

B. designate an individual employed by the AAA, or available to such AAA on a full-time basis, whose responsibilities will include:

1) taking such action as may be appropriate to assure that counseling assistance is made available to such older adults who are of limited English proficiency in order to assist such older adults in participating in programs and receiving assistance under the OAA; and

2) providing guidance to individuals engaged in the delivery of supportive services under this Plan to enable such individuals to be aware of cultural sensitivities and to effectively take into account linguistic and cultural differences,

16. Propriety of Services: With regard to any activitiesfservices it supports, sponsors or provides under this Plan, the AAA shall:

A, Refrain from using funds to advance any sectarian effort and ensure that any services to be provided under this Plan shall be secular in nature and scope and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services;

B The AAA will provide equal participation, services, activities and informational sessions without regard to partisan affiliation;

C. Refrain from using funds to advance any partisan candidate or effort; however, the AAA shall ensure that its providers. including senior centers and facilities, grant equal access to candidates regardless of policy views or party affiliation, consistent with 02-PI-19 (9/24/02];

D. Refrain and prevent the use by others under its control of official authority, influence or coercion to interfere with or affect elections or nominations for political Office;

E. Refrain from and prohibit any others receiving funds under this Plan for services or activities for older adults from attempting to coerce or advise other persons to contribute

Packet Pg. 223

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

anything of value to a party, committee organization, agency or person for political purposes, nor engage in any other partisan activities under its auspices;

F. Conduct periodic evaluations and public hearings on activities carried out under the Plan. jn addition, the AAA assures that it has held a public hearing on this Plan in an accessible location, as required by NYSOFA regulations and has submitted the Plan to its Advisory Council for review and comment prior to submission to NY SOFA;

G. Be an advocate for Older adults in its PSA and monitor. evaluate and comment on all policies, programs, hearings and other community actions which Will affect Older adults;

its efforts shall include planning information sharing, coordination, interagency linkages, monitoring and evaluation to achieve a comprehensive, community-based system for serving older adults;

H- Identify and support (i.e., provide technical assistance, counseling) public and private nonprofit entities involved in the prevention, intervention, and treatment Of elder abuse and determine the need for such services;

I. Conduct internal monitoring Of directly provided services and monitoring Of contracted services. At a minimum, the AAA must conduct at least one on-site monitoring of each contractor every year. Such monitoring shall include ensuring that contractors comply With all applicable Statutes, regulations, policies and standards, including the non-discrimination requirements, in their provision of services to the client population. (See 99-Pl-20, [8/5/991.) In the event that the contractor has subcontracted the provision of direct services to another entitiß the AAA will monitor such direct provider to assure compliance With applicable laws and standards.

17. Equal Access to Services and Targeting:

17.1 Equal Access.

A. AAA agrees to comply With requirements for equal access to programs and services funded under the OAA and New York State law. Equal access includes language accessibility, nondiscrimination and concentration of services on target populations as required in the OAA, NYS regulations, other relevant laws and NYSOFA policies. AAA agrees that it Will not. based on age, race, color, national origin, disability, sex (gender), or religion, exclude any person from participation in; deny the benefits Of; or subject any person to discrimination, under any program or activity receiving federal financial assistance,

B, With regard to any activities/services it supports, sponsors or provides under this Plan, the AAA Shall serve any Older adults and ensure equal access for participation, services, activities, and informational sessions without regard to Age, Race, Color, Creed, National Origin, Sex, Disability, Sexual Orientation, Marital Status, Familial Status, Military Status, Arrest or Conviction Record, Predisposing Genetic Characteristics or Victims of Domestic Violence,

C, AAA agrees to examine the services it provides, identify any need for services to those with limited English proficiency, and develop and implement a system to provide those services

Packet Pg. 224

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

so persons With limited English proficiency can have meaningful access in compliance with Federal Executive Order 13166,

D. With regard to language accessibility, AAA agrees that it will.

1) Ensure that limited English proficiency persons are informed at service locations of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by persons With limited English proficiency.

2) At a minimum, have telephonic interpretation service contract or Similar community arrangement with a language interpretation services provider Of their choice,

3) Ensure all aging services staff with public contact are aware and trained in the timely and appropriate use of these and other available language services,

4) Report on the telephonic interpretation service which it has established in this Annual Implementation Plan under the section entitled, "Demographic Data and Targeting Objectives" as required in 12-PI-08 107/17/12].

5) Make available vital documents, as defined in 12-Pl-08 [07/17/20121 translated into the languages spoken by a significant number or percentage of the population eligible to be served, or likely to be directly affected by the program/activity, for individuals in need of services or information in a language other than English for effective communication.

E The AAA will comply with Section 504 of the Rehabilitation Act of 1973 (applicable to programs or activities that receive federal financial assistance) and Titles Il (covering all services, programs, activities conducted by public entities) and Ill (covering private entities, including non-profits, that are considered places of public accommodation including. but not limited to health related offices and senior centers) of the Americans with Disabilities Act (ADA), AAA shall not discriminate against persons with disabilities in the provision of benefits or services or the conduct of programs or activities. The AAA will require its contractors to likewise comply with Section 504 of the Rehabilitation Act of 1973 and Titles Il and Ill Of the ADA,

17.2 Targeting.

The AAA will set specific targeting objectives and the methods to achieve the objectives, consistent With NYSOFA policy, for:

A. providing services to older adults with greatest economic need need resulting from an income level at or below the poverty line), older adults with greatest social need (i.e., need caused by non-economic factors, including physical and mental disabilities, language barriers. and isolation that restricts the ability of an individual to perform normal daily tasks or threatens the capacity of the individual to live independently), or older adults at risk for institutional placement; and

Packet Pg. 225

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

B. providing services to low-income minority older adults, older adults with limited English proficiency, and Older adults residing in rural areas.

1 8, Coordination Of Services with other Government Programs: The AAA assures that those to be served under this Plan are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act or any other governmental program and are not residents Of adult residential care facilities Who are receiving or are entitled by law to receive the same or substantially similar services from that facility, unless the AAA has in effect an agreement providing for reimbursement from the appropriate funding source for such services,

19. Licensure and Certification: The AAA shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of servicesi the AAA and its contractors, and contractor's subcontractors if any, providing such services under the approved Plan shall be so licensed or certified. Workers delivering services funded under this Plan must be appropriately qualified, selected, trained and supervised.

20. Educational Opportunities: The AAA shall compile information on institutions of higher education in the PSA regarding courses offered to older adults and policies on enrollment and tuition and such Other information as may be necessary to encourage such educational activities and make a summary of this information available to older adults at appropriate places.

21- Reporting: The AAA agrees to comply with the reporting requirements as set forth by NYSOFA

A, The AAA agrees to maintain any client information that is collected and maintained for purposes related to an organization's responsibilities as a designated Area Agency on Aging, orto programs and services provided under the auspices of NYSOFA, in the Client Data System designated for their use by NYSOFA.

B. The AAA and its contractors utilize a Minimum Data Set (MDS) compliant assessment tool for: 1) assessing or re-assessing older adults for personal care levels I and Il, case management, home health aide, home delivered meals, consumer directed in-home services, and adult day/adult day health services, and 2) for obtaining data on these Older adults for reporting purposes (See: 14-Pl-02 [2/4/14))

C. in conducting the MDS-compliant assessment for the above-listed services, the AAA and its contractors will make every effort to complete the assessment and develop an appropriate care plan that includes formal and informal supports, during the initial Visit with the older adult(s). If the assessment and care plan are not completed during the initial visit, these activities must be concluded within 6 working days of the initial visit

D. The AAA understands the necessity of submitting, through the mechanism provided by NYSOFAi timely and accurate CAARS and client-based data to NYSOFA for Federal and State reporting purposes. The AAA assures that it will submit CAARS reports and consumer-based data as specified by NYSOFA within twenty days following the end of each reporting period. Failure to provide data accurately detailing AAA program activity within the time frames in the NYSOFA reporting procedures may result in the withholding of payments,

Packet Pg. 226

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

22, Contributions: The AAA agrees to comply With all NYSOFA policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions including 18-Pl-17 [07/27/18], NYSOFA Contributions and Other Program Income Policy. Individuals With self-declared incomes at or above 'f 85 percent of the Federal Poverty Level will be encouraged to contribute at levels based on the actual cost Of services,

23, Funding Availability The AAA agrees that all payments to be made under this Plan are subject to the availability of Federal/State funds and NYSOFA shall have no liability to the AAA beyond the amounts made available in the Federal and State Budgets.

24, Terminations:

A, Any programs and funding under this Plan may be terminated at any time upon mutual written consent of NYSOFA and the AAA,

B. NYSOFA may terminate in whole or in part any programs and funding included in this Plan immediately, upon written notice of termination to the AAA, if the AAA fails to comply with

the terms and conditions of this Plan as it pertains to such program or funding and/or with any laws, rules, regulations, policies or procedures applicable to such programs.

C. NYSOFA may also terminate in whole or in part any programs or funding included in this Plan for any reason in accordance with the following provisions:

I) NYSOFA shall have the right to terminate any or all programs or funding included in this Plan early for: (i) unavailability of funds; (ii) cause, (iii) convenience; or (iv) nonresponsibility,

2) NYSOFA retains the right to cancel any programs included in this Plan, in whole Of in part without reason provided that the AAA is given at least 60 days [i] notice of its intent to cancel, NYSOFA may only invoke its right to terminate for convenience provided that NYSOFA has given written notice to the AAA at least 60 days prior to the date of termination, unless NYSOFA has otherwise reserved the right to terminate at any time. This provision should not be understood as waiving NYSOFA's right to terminate the program for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision,

3) The AAA shall make a full and final accounting of all funds received under ali terminated program(s) within sixty (60) days Of the termination notice.

D, Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return recejpt requested, The termination shall be effective in accordance with the terms of the notice,

E. Upon receipt Of notice of termination, the AAA agrees to cancel, prior to the effective date Of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new Obligations after receipt Of the notice Without written approval by NYSOFA.

Packet Pg. 227

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

F. NYSOFA shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to any specific terms set forth elsewhere in this Plan. In no event shall NYSOFA be liable for expenses and obligations arising from the program(s) after the termination date,

G. The procedures for termination as set forth in A through F are subject to the requirements under the OAA, other pertinent Federal and State laws

25. Native American Access to Services. The AAA agrees to pursue activities to increase access by older adults who are Native Americans to all aging programs and benefits provided by the agency, including programs and benefits under the OAA, if applicable,

Standard Assurances Applicable to all Older Americans Act Funding

26. Title Ill Funding: In applying for and receiving funding under Title Ill-B, Title Ill-C Title Ill-D and Title Ill-E of the OAA, the AAA understands and agrees that:

A. Availability: The AAA shall apply only for funds based on the appropriate allocation schedules promulgated by NYSOFA as well as any unexpended (carry-over) funds previously awarded to the AAA by NYSOFA. The AAA understands and agrees that carry-over funds may be awarded to the extent that these funds are incorporated into an approved applicationi provided that the requirements of 88-Pl-17 [3/24/38] are met. If the AAA applies for more funds than a subsequent closeout shows as the final carry-over balance, the AAA must submit a budget modification requesting a level of program expenditures which corresponds to the reduced Federal funds,

B, Area Plan Administration: The AAA shall budget no more than 10% of the combined Federal allocations (including carry-over) for Titles 111-3, Ill-C-l, Ill-C-2, Ill-D and Ill-E for Area Plan Administration, The amount of Federal dollars expended on Area Plan Administration cannot exceed 10% of the combined Federal expenditures for Titles Ill-B, Ill-c-1/ Ill-c-2, Ill-D and Ill-E.

C. Matching Funds: The AAA agrees to provide a minimum 25% local matching funds for Area Plan Administration expenditures under Titles Ill-B, Ill-C-I , Ill-C-2 and Ill-E. The AAA agrees to provide a minimum 10% local matching funds for service expenditures under Titles Ill-B, Ill-C-1, Ill-C-2 and Ill-D. The AAA agrees to provide a minimum 25% local matching funds for services expenditures under Title Ill-E.

De Audit: The AAA shall comply with the Federal audit requirements per the 1996 amendments to the Single Audit Act, OMB Circular A-133 and the "Govemment Auditing Standards" and 2 CFR Part 200 — Subpart F Audit Requirements.

E. Directly Provided Services: In accordance with NYSOFA regulations (9 NYCRR S 6652.9), services can only be provided directly by an AAA where NYSOFA grants approval. This approval will be granted only if the AAA demonstrates that provision of such service by the AAA is necessary to ensure an adequate supply of the service, or that the service is directly related to the AAA's administrative functions or that service of comparable quality can be provided more economically by the AAA.

Packet Pg. 228

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

F. Advisory Council: The AAA shall establish an Advisory Council consisting of older adults. including minorities, who are participants or eligible to participate in programs under the OAA. representatives of older adults, local elected officials, the general public and providers of health care and supportive services to advise the AAA in all matters relating to the development, administration and operation of the Plan, The AAA shall submit the Plan for review and comment to the advisory council before it is transmitted to NYSOFA for approval. Amendments that would result in major changes in organizational structure (e.g. mergers or consolidation) must be submitted to the AAA Advisory Council for review and comment prior to the submission to NYSOFA for approval.

G. Service Coordination: The AAA shall coordinate planning with other agencies and organizations, Native American Tribal organizations and Native Hawaiian organizations to promote new or expanded benefits and opportunities for older adults.

H. Intergenerational Day Care: If possible, the AAA shall arrange with organizations providing day care for children or adults and respite for families, so that older adults can assist in the delivery of such services to children, adults and families,

I. Outreach: The AAA shall conduct outreach efforts, and an annual evaluation of the effectiveness of these outreach activities, to identify older adults eligible for assistance under the OAA, with special emphasis on:

1) Older adults residing in rural areas;

2) older adults with greatest economic need (with particular attention to Iow- income, low income minority individuals including Native Americans and older individuals residing in rural areas);

3) older adults with greatest social need (with particular attention to low-income minority individuals including Native Americans and older individuals residing in rural areas);

4) older adults with limited English proficiency;

5) older individuals who are frail or with severe disabilities;

6) older adults with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals).

J. Information and Assistance: The AAA assures that it shall provide for the establishment and maintenance of information and assistance services in sufficient numbers to assure that all older adults within the PSA covered by the Plan shall have reasonably convenient access to such services.

K. Services to Native Americans: If there is a significant population of older Native Americans in the PSA of the AAA, the AAA shall conduct outreach activities to identify older Native Americans in such area and shall inform such older Native Americans of the availability of assistance.

Packet Pg. 229

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

L. Grievances: The AAA shall establish grievance procedures for older adults who are dissatisfied with or denied services under the OAA. Such procedures shall be in accordance with applicable NYSOFA Program Instructions.

M. Disabled Individuals: The AAA assures that it will coordinate planning, identification, assessment of needs and provision of services for older adults with disabilities, with particular attention to individuals with severe disabilities, with agencies that develop or provide services for individuals with disabilities.

N. Transportation: The AAA shall identify the needs of older adults and describe the methods it will use to coordinate planning and delivery of accessible transportation services (including the purchase of vehicles) to assist older adults, including those with special needs, in the PSA.

O. Disclosure of Spending: The AAA shall, on the request of the Assistant Secretary of AoA/ACL or the Director of NYSOFA, for the purpose of monitoring compliance with the OAA (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older adults.

P. Title VI: The AAA shall, to the maximum extent practicable, coordinate the services it provides under Title Ill of the OAA with services provided under Title VI of the OAA (Grants to Native Americans).

Q. Case Management: TheAAA assures that case management services provided under Title Ill of the OAA and/or State funded programs:

1) not duplicate case management services provided through other Federal and State programs;

2) be coordinated with services provided through such other Federal and State programs, and

3) be provided by:

a) a public agency; or

b) a nonprofit private agency that:

(i) gives each older adult seeking services under this title a list of agencies that provide similar services within the jurisdiction of the AAA;

(ii) gives each older adult described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement;

(iii) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or

(iv) is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii).

Packet Pg. 230

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

Standard Assurances Applicable to OAA Title Ill-B

27. In applying for and receiving funding under Title Ill-B of the OAAi the AAA understands and agrees to the following:

A. Priority Services: The AAA will expend the required percentage of Title Ill-B funds, as established by NYSOFA for each Of the three priority services categories (access, in-home and legal assistance) in Program Instructlon 88-Pl-47 [7/22/881

Waiver: NYSOFA, in approving the Title Ill-B application or amendment to such application, may waive the assurance of the above paragraph for any category of service for which the AAA demonstrates to NYSOFA that services provided from other sources meet the needs of older adults in the PSA for that category of service. If the AAA receives a waiver for any category of service. it must continue to spend for the remaining categories Of services the percentage of AAA funds approved by NYSOFA.

B. Legal Assistance Program' The AAA assures that it Will enter into contracts With providers Of legal assistance Which can demonstrate the experience or capacity to deliver legal assistance and that it will attempt to involve the private bar in legal assistance activities authorized under Title ill-B, including groups within the private bar furnishing services to older adults on a pro bono and reduced fee basis. The AAA further assures that it will give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse (including financial exploitation), neglect and age discrimination; AAA will not require any provider Of legal assistance under Title Ill-B to reveal any information that is protected by the attorney-client priViIege.

C, Priority Service Reporting: The AAA Will report annually to NYSOFA, in detail, the amount of funds expended for each such category Of priority services during the fiscal year most recently concluded,

D, Service Coordination. The AAA will coordinate priority services with community

Alzheimer's programs, coordinate mental health services provided With Title Ill-B funds with mental health services provided by community health centers and Other organizations, and, if appropriate, conduct outreach to identify older Native Americans and inform them of availability of services.

E, Nursing Home Diversion: The AAA Will conduct efforts to facilitate coordination Of community-based, long-term care services to defer inappropriate institutionalization for Older adults Who are at home, patients jn hospitals, and patients in long term care facilities who could return home,

F. Multipurpose Senior Centers: In regard to any multipurpose senior centers acquired or constructed using OAA funds, the AAA will ensure compliance With Sections 306, 311 , and 312 of the OAA, NYSOFA regulations (9 NYCRR S 6654.9), and 90-Pl-36 (6/19/90].

Packet Pg. 231

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

Standard Assurance Applicable to OAÅ Title Ill-C

CF_or additional Assurances applicable to Title Ill-C. see SA #27 & SA #30)

28. Title-ill-C Funding for Access and Supportive Services. In applying for and receiving funding under Title Ill-C of the OAA, the AAA understands and agrees that Title Ill-C expenditures for supportive and access services shall only be funded with Title Ill-C contributions and that such expenditures by a Title Ill-C provider are limited to the amount Of contributions generated by the provider,

Standard Assurances Applicable to Title Ill-C and WIN

(For additional Assurances applicable to WIN, see SA #36. For additional Assurances applicable to Title Ill-C, see SA #27 & SA #29)

29, In applying for and receiving funding under Title Ill-C Of the OAA and WIN, the AAA understands and agrees that:

A. Special Dietary Needs: The AAA assures that the nutrition program in the PSA shall reasonably accommodate participants who have particular dietary needs arising from the health requirements, religious requirements, or ethnic backgrounds Of such participants.

B. Outreach: It shall be the AAA'S responsibility to identify and reach out fo currently unserved and underserved individua's who would be eligible for home delivered meals.

C. Provider Organizations: The AAA, when selecting potential home delivered meal providers, shall give consideration where feasible to organizations which,

1) have demonstrated an ability to provide home delivered meals efficiently and reasonably; and

2) furnish assurances to the AAA that such an organization shall maintain efforts to solicit voluntary support and that the funds made available under Title Ill-C to the organization shall not be used to supplant funds from non-Federal sources.

D. Congregate Sites: Sites for congregate meals and comprehensive supportive services are located in as close proximity to the majority of eligible individuals' residences as feasible, with particular attention on a multipurpose senior center, a school, a church, or other appropriate community facility, preferably within walking distance, and where appropriate, transportation to such site is furnished.

E. Allowable Services: The AAA may only apply for and use Title Ill-C funds to provide meals and other services (i.e., nutrition counseling and nutrition education) directly related to nutrition services. The AAA may also use program income for supportive and access services to enhance the nutrition program. Such supportive and access services include outreach, transportation (Title Ill-C-1 only) Information and Assistance, In-Home Contact and Support (shopping assistance only), Senior Center/Recreation and Education (Title Ill-C-1 only), Assisted Transportation (Title Ill-C-1 only). Program income cannot be used for access and supportive services in amounts greater than what has been generated by program activity.

Packet Pg. 232

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

Standard Assurances Applicable to Title Ill-D

30. Title Ill-D:

A. Area Plan Administration: No Title Ill-D funds shall be budgeted or expended for Area Plan Administration.

B. Evidence-based: In accordance with 15-Pl-18 [10/22/15], the AAA shall expend all Title Ill-D funding on evidence-based programs/interventions only.

Standard Assurances Applicable to Title Ill-E Careqiver Proqram

32. Title Ill-E Caregiver Program:

A. Comprehensive Support System: The AAA shall provide multifaceted systems of support services for family caregivers and older relative caregivers as these terms are defined in OAA SS 302 and 372, respectively.

B. Limitations: The AAA may budget up to 10% of its Title Ill-E funds (Federal funds plus local match), plus any income generated by older relative caregivers, to provide support

services to older relative caregivers. The AAA may expend a maximum of 10% of its final Title Ill-E expenditures (Federal funds plus local match), plus any income generated by older relative caregiver services, to provide support services to older relative caregivers.

C. Statutory Services: The caregiver program support services shall include each of five specific, statutory categories of caregiver services, with the amounts used to fund each service to be determined by the AAA, based on the needs of its particular caregivers. The AAA may meet this comprehensive service requirement by including services in its Title Ill-E Caregiver Program that meet Title Ill-E requirements, but that are funded from other sources. These required services are:

1) Information about available services;

2) Assistance in gaining access to the services;

3) individual counseling, organization of support groups, caregiver training to assist the caregivers in the areas of health, nutrition and financial literacy and to help caregivers make decisions and solve problems relating to their caregiver roles and responsibilities;

4) Respite services to temporarily relieve caregivers by providing a short-term break from their caregiving responsibilities; and

5) Supplemental services to complement the caregiver's efforts to provide care,,

D. Recipients of Respite and Supplemental Services: The AAA agrees that respite and supplemental services shall only be provided to the caregivers of "frail" older adults as "frail" is defined in OAA S 102(22), that is, an older adult (60 and older) who is

Packet Pg. 233

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person; or to older relative caregivers 55 and older.

E. Supplemental Services: The AAA may budget up to 20% of its Title Ill-E funds (Federal funds plus locat match), Plus any income generated by supplemental services for the provision of supplemental services. The AAA may expend a maximum of 20% of its final Title Ill-E expenditures (Federal funds plus local match), plus any income generated by supplemental services for the provision of supplemental services,

F. Use of Volunteers: Each AAA shall make use of trained volunteers to expand the provision of the available services and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community settings,

33. Service Priority: The AAA shall give priority to the following individuals,

A, Caregivers who are older adults with greatest sociäl need, and older ädults with greatest economic need, with particular attention to low-income older adults;

B, Older Relative Caregivers providing care to individuals with severe disabilities, including children with severe disabilities, as defined in OAA S 102(48) which means a severe, chronic disability attributable to mental or physical impairment, or a combination of mental and physical impairments, that is likely to continue indefinitely and results in substantial functional limitation in 3 or more of the major life activities as specified in S 102(i3) which includes self-care, receptive and expressive language, learning, mobility. self-direction, capacity for independent living, economic self-sufficiencyr cognitive functioning, and emotional adjustment;

C For family caregivers who provide care for individuals withAlzheimer's disease and related disorders with neurological and organic brain dysfunction, the AAA shall give priority to caregivers who provide care for older individuals with such disease or disorder. .

34. Maintenance of Effort: The AAA agrees to meet its applicable maintenance of effort requirement for Title Ill-E funds under this Plan as determined by NYSOFA and to not supplant the use of other funds available for Caregiver Program services, with the funding available under Title Ill-E.

Standard Assurances Applicable to Careqiver Resource Centers

35. Caregiver Resource Centers

A. CRC Services: If the AAA has a Caregiver Resource Center (CRC) funded under NYS Elder Law S 206, AAA agrees to provide and enhance CRC services. CRC services are similar to the required services funded through the Title Ill-E Caregiver Program, except that CRC

Packet Pg. 234
13.R.1.a
Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

does not fund respite and supplemental services. The AAA's CRC services can supplement or be integrated, as appropriate, into the AAA's Caregiver Program, with the goal of using AAA expertise to achieve cost-effective, productive and creative "best practices" caregiver services that can serve as models for other AAAs.

B. Materials Developed Under CRC: If the AAA has a Caregiver Resource Center (CRC) funded under NYS Elder Law S 206, AAA agrees that all materials developed by the AAA in connection with the CRC program shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials.

Standard Assurance Applicable to WIN

(For additional Assurances applicable to WIN, see also SA #30).

36. In applying for and receiving funding under WIN, the AAA understands and agrees that:

A. Separate Accounting: The funds provided under WIN shall be accounted for and reported separately from those received under other sources, including Title Ill-C.

B. WIN Services: The funds provided under WIN must be used to provide home delivered meals and/or services related to the provision of meals to eligible older adults whose nutritional needs have not or cannot be met under Title Ill-C or CSE. WIN funds may be used to provide congregate meals but only when the provision of the congregate meals will serve nutritionally at-risk older adults or result in an increased ability to provide home delivered meals.

C. Administration: No more than 5% of WIN funds awarded shall be budgeted for AAA administration. No more than 5% of WIN funds expended shall be for AAA administration.

D. No Supplanting Title Ill-C Services: No WIN funds shall be used to replace nutrition services provided or intended to be provided under Title Ill-C and CSE.

Standard Assurances Applicable to CSE and EISEP

(For additional Assurances applicable to CSE. see SA #39. For additional Assurances applicable EISEP. see SA #40)

37. In applying for and receiving CSE and/or EISEP funding, the AAA understands and agrees that:

AL Direct Provision of Services.' The AAA can provide EISEP and/or CSE case management services directly without requesting NYSOFA approval, However, it cannot provide other EISEP or CSE services directly unless it receives approval from NYSOFA NYSOFA approval is discretionary and shall only be given if the AAA can show that• the AAA provided this service directly prior to the approval of the AAA's first CSE Plan (this would usually be 1979); or if the AAA demonstrates that the direct provision of a service is necessary due to the absence of an existing suitable provider and so is necessary to assure an adequate supply of the service, or is necessary to ensure the quality of the service provided (See 9 NYCRR S 6652.9(c)).

Packet Pg. 235

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

B, Consumer Directed in-Home Services: The AAA may elect to implement consumer directed services under CSE and EISEP in accordance with NYSOFA regulations. Prior to implementation, the AAA must submit their plans in the prescribed format to NYSOFA for review and approval.

C, Maintenance of Effort: The AAA must meet the following maintenance of effort requirements,

1) For CSE and EISEP: Maintenance of 'base year expenditures" made by the county or other funded service providers irrespective of the source of funds. "Base year expenditures" means the level of expenditures in the year prior to the first year for which a county plan for CSE was submitted or in the County's 1979 fiscal year, whichever is later.

2) For EISEP. Maintenance of total community service project expenditures under the CSE for the period April 1, 1985, through March 31, 1986, unless this requirement is waived or reduced by NYSOFA,

D. Contesting Eligibility and Cost Share Decisions: AAA shall provide applicants or recipients of EISEP or EISEP-like services funded under EISEP/CSE the opportunity to contest adverse decisions as to eligibility. levels of required cost sharing and involuntary terminations of services.

38. Matching Requirements: The AAA agrees to provide minimum local matching funds for service expenditures under EISEP and CSE as set forth by applicable State law and requirements.

Standard Assurance Applicable to CSE applicable to C_SE: see SA #37 & SA #38)

39. In applying for and receiving CSE funding, the AAA understands and agrees that Community Services Projects developed by the AAA shall not exceed three years, except NYSOFA may approve continuation of a project beyond three years if periodic evaluation shows that the project effectively improved the delivery of services to older adults.

Standard Assurance Applicable to EISEP (For additional Assurances applicable to EISEP, see SA #37 & SA #38)

40. In applying for and receiving EISEP funding, the AAA understands and agrees that

A, Coordination with LDSS• The AAA is required to coordinate with its local Social Services office to establish and maintain procedures which shall ensure that EISEP does not duplicate Medicaid and Title XX programs, and ensure that these procedures are set out in a Memorandum of Understanding with such local office.

B, 33% in-Home Services Requirement: At least 33% of the AAAs total expenditures of State EISEP services dollars and required local match for those dollars must be spent on in-home services (i.e., Personal Care Level I and Personal Care Level Il).

Packet Pg. 236

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

C. 33% Ancillary Services Requirement: No more than 33% ofthe AAAs total expenditures of State EISEP services dollars and required local match for those dollars may be spent on ancillary services.

D, County Home Care Plans (CHCP): The first year EISEP County Home Care Plan, as amended by any subsequent plans and CHCP revisions, is incorporated by reference and made a part of this Plan, and the goals and procedures contained in it are reaffirmed.

Standard Assurance Applicable to CSI

41. In applying for CSI funds, the AAA understands and agrees that:

A. Congregate Services: 'Congregate services" shall mean services for older adults which are provided by a public or private non-profit agency in community settings at which older adults come together for services and activities that respond to their diverse needs and interests.

B, Direct Provision of CSI Services: The AAA may contract with public agencies, municipalities, not-for-profit agencies or such other entities that provide congregate services. The AAA may not directly provide a service under CSI unless granted a waiver by the Director of NYSOFA, Approval of direct service provision will only be given if the service was directly provided prior to approval of the 1994-95 Plan, or direct provision is necessary due to the absence of an existing suitable provider or to ensure the quality of the service provided.

c. Multi-County Partnerships: Two or more counties may join together for the purpose of implementing CSI through a written agreement between the cooperating AAAs,

D. Matching FundS: Under CSI the AAA Will provide matching funds equal to 25% Of its CSI costs. The allowable forms of match are the same as those permitted under CSE and EISEP, In-kind salaries and rent are allowable. State funds and local funds used to match other State or Federal funds are not allowable as match. The local match can be entirely new match or local funding formerly used to match the local Recreation Program for the Elderly.

E. Administration: The AAA shall budget no more than 5% of CSI funds (State Aid & Local Match) for AAA administration. The AAA agrees that it will expend no more than 5% of CSI funds for AAA administration.

F.Meal Costs: Meal costs are not allowable under the CSI program.

Standard Assurances Applicable to Emergency Preparedness P!anq,

42. Emergency Preparedness Plans: The AAA agrees to coordinate activities and develop longrange emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and other institutions that have responsibility for disaster relief service delivery within the PSA.

Packet Pg. 237

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

Standard Assurances Applicable to Mental Health Services

43. Mental Health Services. The AAA agrees to follow any poliCies developed by NYSOFA concerning mental health issues or services as they may pertain to older adults. AAA will coordinate with NYSOFA and entities providing mental health services in the PSA to: increase public awareness of mental health disorders affecting older adults; remove barriers to the diagnosis and treatment of such disorders; and coordinate mental health services available to older adults (including mental health screenings) provided With area aging funds or other funds for mental health services available to older adults residing in the PSA.

Standard Assurances applicable to the Health Insurance Information. Counselinq Assistance Program (HIICAP)

44. Health Insurance Information, Counseling and Assistance Program (HIICAP):

A, The AAA agrees that the Project Narrative and Budget included in the Pian may not be modified without the written consent of the NYSOFA.

E. The AAA agrees that it will not assign or transfer the rights or responsibilities it has with regard to the HIICAP program without the prior written consent of NYSOFA. If the AAA contracts the direct performance of the HIICAP program, including the HIICAP Coordinator, it retains primary responsibility for satisfying the responsibilities set forth in this Plan and the AAA will include the responsibilities in the agreement With such contractor.

C. The AAA agrees to provide counseling to individual Medicare beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.

D. The AAA will make counseling resources and locations locally accessible to low-income, dual-eligible, and hard-to-reach beneficiaries and will equip its counselors to provide indepth, complex counseling and enrollment assistance on Medicare, Medicare Prescription Drug Coverage, Medicare Advantage Plans. EPIC enrollment and coordination with Medicare Prescription Drug Coverage.

E. The AAA will provide counseling information about original Medicare plan information and options and the AAA's HIICAP assigned staff must have knowledge and develop referral contacts for assistance in the following areas:

1) Medicare eligibility, benefits, preventive services and claims filing;

2) Medicare Prescription Drug Benefit;

3) EPIC and how it works with the Medicare prescription drug plans;

4) Medicaid eligibility, benefits and spousal protections (Local Department for Social Services), Medicaid Managed Long Term Care (Independent Consumer Advocacy Network);

5) Medicare Supplement insurance policy coverage, comparison information and claims filing;

Packet Pg. 238

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

6) Long Term Care (LTC) insurance and planning (NYS Partnership for LTC); and

7) Other types of health insurance benefits (including employer, retiree, Medicare Savings Program benefits, "Extra Help", etc.).

F. The AAA acknowledges that HIICAP is a volunteer-based program and will be operated as such. AAAs must increase and enhance the counselor work force and equip them to be proficient in the areas noted above. A list of all trained HIICAP volunteers and staff must be submitted to NYSOFA as part of the AAA's application.

G. The AAA will not allow individuals who are currently licensed as health insurance agents/brokers, or have some other conflict of interest, to counsel, administer, or volunteer for HIICAP in any capacity even if the individual is willing to sign a disclaimer stating that he or she will provide unbiased insurance counseling information to beneficiaries. If the AAA believes there may be a conflict of interest, the AAA Director or HIICAP Coordinator will obtain direction from the NY SHIP Director as to whether the relationship, as described by the AAA, presents a conflict of interest.

H. The AAA will ask program volunteers whether or not they are licensed to sell health insurance products and the status of their current license.

I.The AAA agrees to designate a HIICAP Coordinator to be responsible for the AAA's performance under this Plan. The HIICAP Coordinator shall be the AAA's representative and contact person for all HIICAP related issues including program and reporting.

J. The HIICAP Coordinator(s) designated by the AAA will oversee the training and quality of service provided by all volunteers and staff. The Coordinator(s) annually will certify that volunteers have satisfied the annual training requirements. Significant training and support will be necessary to prepare counselors to help beneficiaries understand and enroll in new choices and benefits created by the MMA (Medicare Modernization Act) and subsequent Federal Laws such as the Affordable Care Act of 2010. The Coordinator will oversee and manage the inventory of training and consumer education supplies.

K. The AAA agrees that its designated HIICAP Coordinator(s) will attend at least one NYSOFA HIICAP training, use all NYSOFA-prescribed HIICAP training material, and encourage counselors to participate in NYSOFA sponsored monthly coordinator and other conference calls,

L. The AAA agrees that all HIICAP Coordinators and volunteers, who counsel Medicare beneficiaries, will participate in the HIICAP certification process, as often as is required by NYSOFA.

M, The AAA shall make certain that all information and documentation pertaining to Medicare beneficiaries be kept confidential. Beneficiary information will be kept in an area that is secure. All confidential documents will be stored in locked file cabinets or rooms accessible only to those who have authority, or, for digital versions, in a password protected electronic file. Whenever the AAA has in its custody confidential Medicare beneficiary information that the AAA does not need to keep on file any longer to be able to assist such beneficiary, the AAA will dispose of that confidential information in a

Packet Pg. 239

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

complete and secure manner (such as shredding) to avoid unauthorized disclosure(s) of the information.

N. The AAA assumes responsibility for the accuracy and completeness Of the information contained in all technical documents and reports submitted.

O. The AAA agrees that it will submit monthly pefformance reports as specified by NYSOFA on all Beneficiary Contacts, Group Outreach, and Media Outreach Events via the STARS SHIP Tracking and Reporting System at: https://smpship.acl.gov/etk-hhs-acl-rod/lo in.re ues .

P. The AAA agrees to ensure the capacity to access Internet information via basic dial-up access at the minimum, with a high-speed connection preferred, including expanding and maintaining Internet capability at the local counseling levels. The AAA will have the capacity to send and receive a high volume of information (including training materials and Power Point presentations) through electronic mail (email) and through the Internet. The AAA assures that HIICAP counselors will have access to Internet-based information, training materials, counseling and enrollment tools.

Q. The AAA agrees to ensure adequate capacity to receive and properly answer and address all calls received through the NYS HIICAP Hotline (1-800-701-0501) as calls are automatically transmitted to the local AAA/HIICAP.

R. upon approval of this application and issuance of a Notification of Grant Award, the AAA is eligible to request an advance of up to twenty-five percent (25%) of its award. The AAA Shall submit appropriate Claim for Payment in Such form as required by NYSOFA. The final Claim for Payment will be submitted to NYSOFA within sixty (60) days after the ending date of the grant period.

S. Include the express acknowledgment on all SHIP public information materials, "This project was supported, in part by a grant from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, DC. 20201. Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore necessarily represent official Administration for Community Living policy." (HHS Grants Policy Statement: https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html),
The grantee must use the SHIP Logo on all SHIP publications,

T. NYSOFA has approved the following disclaimers thet the AAA must use when disseminating HIICAP materials and/or advertising,

I) "The information provided by the Health Insurance Information, Counseling and Assistance Program is intended for the sole purpose of educating consumers in regard to the choices available for their health insurance needs. Particular emphasis is placed on understanding original Medicare, Nothing herein is intended nor should it be construed as an endorsement by the State of New YOfk Of any specific insurance product or insurer."

2) If the above disclaimer is too lengthy for certain media items (i.e. flyers, small brochures, etc.), the disclaimer below may be used as a substitute;

Packet Pg. 240
13.R.1.a
Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

"New York State does not endorse nor recommend any specific insurance product or insurer; this program is solely intended to educate consumers about their choices. "

U. Upon request by the State HIICAP Coordinator, the AAA Wili provide to NYSOFA program information and other reports as required, in the format and at the timing specified by NYSOFA, on activities provided under the current HIICAP grant,

V, The AAA shall not use SHIP Federal funds to purchase promotional giveaways or incentive items. unless such items are educational in nature as required by ACL and preapproved by NYSOFA.

W. The AAA agrees to implement Volunteer Risk and Program Management (VRPM) policies and procedures as required by ACL,

Packet Pg. 241

13.R.1.a

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

SCHEDULE E
REMUNERATION

Case Management, Information & Assistance, Outreach, Chore

Budget: Agency shall submit a budget (Schedule E- Budget Attachment) which will be reviewed and approved by the County before becoming a part of the executed contract. The Budget will be reviewed for accuracy, and to confirm that expenses are allowable under the grant(s).

Advance Payment: As soon as practicable, the County shall advance twenty five percent (25%) of the amount payable by the County to the Agency, pursuant to this contract, on the basis of the approved budget. During the contract year, the advance payment will be deducted from monthly invoice payments until repayment is satisfied.

Reimbursement: Monthly payments will be made upon receipt, review and approval of a monthly financial report based on expenditures of the previous month. The obligation of the County shall be limited to reimbursement to the Agency for expenditures by the Agency in accordance with the contract terms and budget. The County shall not be responsible for payments to the Agency for any Agency expenditures in violation of this provision. All Agency purchases shall be in accordance with acceptable business practices.

Payment for Chore Services: Any and all requests for payment to be made shall be submitted by the Agency on payment invoices provided by the County. The following documentation must accompany the claim: The workers' schedules for the time frame, the PeerPlace printout of total units provided per client, and time sheets signed by the client verifying all units of service. Failure to provide signed time sheets will disallow payment for those services claimed. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Agency for out-of-pocket expenses or disbursements made in connection with the contract services to be performed hereunder. Itemized Chore Services expenses are not included in this budget including salary and fringes of the chore workers, reimbursement of travel expenses to the chore workers. For the period of this contract, Chore service hours for eligible applicants assessed for services by a Case Manager will be reimbursed at a rate of $25.00/hour of service. Note: A Unit of Service includes only time spent in service to the client. Time spent traveling to client's residence is not included in the unit of service calculation. Partial units may be claimed. If a client is not at home when the employee reports for work, and the Agency has not been so notified by the County or its designee, or requested to postpone service, payment will be made for one (1) unit of service.

Refund by the Agency: If, upon the expiration of this Agreement, the amount received by the Agency, including but not limited to any advance payments made by the County under this Agreement, exceeds the rate to be paid for verified services performed pursuant to this Agreement, the Agency shall remit to the County the amount of such excess within ten (10) days upon separate request of the County. The Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Final Payment by the County. If, upon the expiration or termination of this agreement, the County owes the Agency for contract services, the Agency shall submit a financial report within thirty (30) days after the termination date, in such form and supported by such documentation and certification as the County may require, and the County shall pay the Agency the appropriate amount. The County's obligation under this Section shall continue beyond the expiration or termination of this contract.

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

SCHEDULE F

ERIE COUNTY BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement (Agreement) entered into by the Erie County Department of Senior Services ("Covered Entity") and Business Associate **Town of Amherst by and though Amherst Center for Senior Services, Williamsville, NY**, ("Business Associate") is made and entered into effective the **1st day of April 2025** ("Business Associate Agreement Effective Date").

I. RECITALS

A. As set forth in the Erie County Privacy Policy, Erie County is a Hybrid Entity, which has designated the Department of Senior Services as a Covered Entity for the purpose of compliance with Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder (45 CFR Part 160 and Part 164) by the U.S. Department of Health and Human Services (the "Privacy and Security Rules").

B. Covered Entity and Business Associate wish to Use and Disclose certain information, some of which may be Protected Health Information ("PHI"), whereby Business Associate may be providing services to or performing functions on behalf of Covered Entity that involve the Use and Disclosure of PHI. The services and functions performed by Business Associate on behalf of Covered Entity are set forth in a Service Agreement entitled **Case Management, Information and Assistance, Outreach, Chore** executed on or about **April 1, 2025** ("Service Agreement").

C. Covered Entity and Business Associate intend to protect the privacy and provide for security of PHI Disclosed between the parties pursuant to the Service Agreement in compliance with HIPAA, the Privacy and Security Rules, and with the requirements of Subtitle D, the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery & Reinvestment Act of 2009 42 U.S.C. Sections 17921-17954 ("HITECH"), and other applicable federal and state laws.

D. In consideration of the mutual promises below and the exchange of information pursuant to the Service Agreement and this Business Associate Agreement, the parties agree to the terms and conditions set forth in this Business Associate Agreement.

II. DEFINITIONS

A. **Breach** means unauthorized acquisition, access, Use or Disclosure of PHI which compromises the security or privacy of such information, EXCEPT where: (1) the covered entity or business associate has a good faith belief that an unauthorized

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

person to whom such information is Disclosed would not reasonably have been able to retain such information; (2) any unintentional acquisition, access, or Use of PHI by an employee or individual acting under the authority of a covered entity or business associate if the acquisition, access, Use (i) was made in good faith and within the course and scope of authority; and (ii) such information is not further acquired, accessed, or Used or Disclosed; (3) there is an inadvertent Disclosure from an individual who is otherwise authorized to access PHI at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility and any such information received as a result of such Disclosure is not further acquired, accessed, Used, or Disclosed without authorization by any person; and (4) unauthorized Disclosure is limited to encrypted or otherwise technologically secured data.

B. **Business Associate** shall have the same meaning as the term "business associate" under the Privacy and Security Rules. In reference to the party to this Business Associate Agreement, the term "Business Associate" shall mean **Town of Amherst by and though Amherst Center for Senior Services Williamsville, NY.** The parties acknowledge and agree that Business Associate is an independent contractor and is not an agent of Covered Entity.

C. **Covered Account** means: (1) an account primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transactions, such as a credit card account, mortgage loan, automobile loan, margin account, cell phone account, utility account, checking account, or savings account; or (2) any other account for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation, or litigation risks.

D. **Covered Entity** shall generally have the same meaning as the term "covered entity" under the Privacy and Security Rules. In reference to the party to this Business Associate Agreement, the term "Covered Entity" shall mean Erie County Department of Senior Services.

E. **Data Aggregation** means the combining of PHI by a Business Associate created or received in its capacity as a Business Associate of another Covered Entity, to permit the creation of data for analyses that relate to the health care operations of the respective Covered Entities.

F. **Designated Record Set** means a group of records maintained by or for a Covered Entity that is: (i) the individual's medical and billing records or (ii) used in whole or in part, by or for the Covered Entity to make decisions about the individual. A Designated Record Set does not include: (a) duplicate information maintained in other systems; (b) data collected and maintained for research; (c) data collected and maintained for peer review purposes; (d) psychotherapy notes; (e) information compiled in reasonable anticipation of litigation or administrative

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

action; (f) employment records; (g) student records; and (h) source data interpreted or summarized in the individual's medical record such as pathology slides and diagnostic film.

G. **Disclosure** means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Business Associate's organization (i.e., to anyone other than its employees who have a need to know or have access to the PHI).

H. **Electronic Health Record** is an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

I. **Electronic Protected Health Information or "EPHI"** means Protected Health Information, as defined herein, that is transmitted by or maintained in electronic media. For purposes of this Business Associate Agreement, unless otherwise specified, any obligations of Business Associate relating to PHI shall also apply to EPHI.

J. **Health Care Operations** shall have the meaning given to such term under HIPAA's Privacy and Security Rules and includes quality assessment and improvement, credentialing health care professionals, conducting or arranging for medical review, legal services and auditing functions, business planning and development and business management and general administrative duties. The term Health Care Operations does not include marketing and fundraising activities of the Covered Entity or Business Associate.

K. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** is a federal law that sets forth standards for how Covered Entities and Business Associates may Use and Disclose PHI. HIPAA also establishes patient rights with regard to PHI.

L. **Hybrid Entity** means an entity whose business activities include covered and non-covered functions, and that has designated specific departments, divisions or programs as Designated Health Care Components.

M. **Identity Theft** is a fraud committed or attempted using the identifying information of another person without authority.

N. **Identifying Information** is any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number.

O. **Individual** means the person who is the subject of the PHI.

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

P. **Individually Identifiable Health Information** means information that is a subset of health information, including demographic information collected from an Individual, that: (i) is created or received from a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an Individual, the provision of health care to a patient, or the past, present, or future payment for the provision of health care to an Individual.

Q. **Limited Data Set** means information that excludes names, postal address (other than city, state, and zip code), telephone and fax numbers, email address, social security and medical record numbers, health plan numbers, account numbers, certificate license numbers, vehicle identifiers and serial numbers including license plate numbers, device identifiers and serial numbers, Web Universal Resource Locators, Internet Protocol address numbers, biometric identifiers including finger and voice prints and full face photographic images and any comparable images.

R. **Personal Health Record** means an electronic record of Individually Identifiable Health Information on an Individual that can be drawn from multiple sources and that is managed, shared, and controlled by or for the Individual.

S. **Protected Health Information** or "**PHI**" means any information, whether oral or recorded in any form or medium that: (i) relates to the past, present or future physical or mental condition of an Individual, the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual; and (iii) was received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

T. **Red Flag** means a pattern, practice or specific activity that indicates the possible existence of Identity Theft.

U. **Secured PHI** means PHI rendered unusable, unreadable or indecipherable to unauthorized individuals when one or more of the following security measures are in place:

1. Encryption of electronic PHI as specified in the HIPAA Security Rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key and such confidential process or key that might enable decryption has not been breached;

2. Encryption processes that are tested by National Institute of Standards and Technology (NIST) and judged to meet this standard including:

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

a) Valid encryption processes for data at rest consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices;

b) Valid encryption processes for data in motion that comply with Federal Information Processing Standards (FIPS) 140-2 including standards described in NIST Special Publications 800-2, guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include others which are FIPS 140-2 validated;

3. The media on which the PHI is stored or recorded has been destroyed on one of the following ways:

a) Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed; or

b) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

V. **Security Incident** means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information or interference with systems operations in an information system.

W. **Subcontractor** means a person or organization to whom a Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, regardless of whether Business Associate has entered into a contract with the person or organization.

X. **Unsecured Protected Health Information** means PHI that is not secured through technology or methodology that HHS has stated renders the PHI unusable, unreadable, or indecipherable to unauthorized Individuals.

Y. **Use** means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Business Associate's organization.

III. OBLIGATIONS OF BUSINESS ASSOCIATE

A. **Permitted Uses and Disclosures.**

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

1. Business Associate may Use and/or Disclose PHI received from Covered Entity only as permitted or required by the Business Associate Agreement, and only when necessary to perform the services set forth in the Service Agreement.

2. Business Associate may Use or Disclose PHI as required by law.

3. Business Associate agrees that all Uses, Discloses and/or requests for PHI will be consistent with Covered Entity's minimum necessary policies and procedures.

4. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity. In addition, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of HIPAA, HITECH, the Privacy and Security Rules or any state law (including but not limited to the Identity Theft Rules).

5. Business Associate may Disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate provided that (a) the Disclosures are required by law, or (b) Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that (i) the information will remain confidential and used for further Disclosure only as required by law or for the purpose for which it was Disclosed to the person, and (ii) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been compromised or Breached.

6. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity only if necessary to fulfill the terms of the Service Agreement.

7. Business Associate may store, analyze, access and use components of PHI that have been de-identified and that do not contain any Individually Identifiable Health Information, provided that any such use is (a) necessary to fulfill the terms of the Service Agreement; and (b) consistent with applicable law.

8. Business Associate acknowledges that sections of HIPAA, HITECH, the Privacy and Security Rules, and state law apply directly to Business Associate and Business Associate's Subcontractors as they apply to Covered Entity. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of HIPAA, HITECH, the Privacy and Security Rules or state law. Business Associate agrees to comply with these and other applicable laws and regulations, and agrees to monitor Subcontractors to ensure compliance with the same.

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

B. **Appropriate Safeguards**

Business Associate acknowledges that Covered Entity is relying on the administrative, physical and security standards of Business Associate and Subcontractors of Business Associate in selecting Business Associate. Business Associate and Subcontractors of Business Associate must:

1. Protect and safeguard from Disclosure all PHI and other confidential information regardless of the type of media on which it is stored;

2. Implement appropriate safeguards as are necessary to prevent the Use or Disclosure of PHI other than as permitted by this Business Associate Agreement, HIPAA, HITECH, the Identity Theft Rules and other applicable federal and state laws;

3. Maintain a privacy and security program that includes administrative, technical and physical safeguards and security policies, procedures, and documentation of security activities; and

4. Implement safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and EPHI created, received, maintained, or transmitted on behalf of the Covered Entity.

C. **Identity Theft Compliance**

Business Associate and Subcontractors of Business Associate will have policies and procedures in place designed to detect, prevent and mitigate the risk of Identity Theft with regard to any Covered Accounts.

D. **Reporting Obligations**

Business Associate agrees to report to Covered Entity's Chief Privacy Officer verbally and in writing any Use or Disclosure of PHI other than as permitted by this Business Associate Agreement, and agrees to report any known pattern of activity or practice that may constitute a material breach or violation of this Business Associate Agreement, within five (5) days of the date Business Associate knew or should have known of such Use, Disclosure, pattern or practice. The obligation to report includes, but is not limited to, any Security Incident or Breach involving Unsecured PHI, and/or any violation of HIPAA, HITECH or the Privacy and Security Rules. Business Associate shall also report any known pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under the Business Associate Agreement, or any federal or state laws.

Such report shall include, to the extent possible:

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2. A description of the types of Unsecured PHI that were involved in the Breach.

3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;

4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

5. Contact procedures for Covered Entity to contact Business Associate to ask questions or learn additional information.

In the event of a Breach, Business Associate's notice to Covered Entity must also include the identification of and contact information for each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, or Disclosed during such Breach. In addition, if Business Associate is a service provider of Personal Health Records, as defined under HITECH, and discovers a Breach of security, it must notify Individuals whose unsecured Identifying Information was acquired by an unauthorized person, and must comply with any other applicable requirements concerning notification of individuals and/or federal and state agencies.

Business Associate shall take prompt corrective action to mitigate the harmful effects of any Security Incident, Breach, improper Use or Disclosure or unauthorized access of PHI in violation of this Business Associate Agreement, federal law and/or state law, and shall take additional action to mitigate harm as requested by Covered Entity. Upon request, Business Associate shall also assist Covered Entity in the performance of a risk assessment to determine whether a Breach occurred.

E. **Business Associate's Agents/Subcontractors**

Business Associate may Disclose PHI to and permit the Use of PHI by its employees, Subcontractors, agents, or other representatives only if and to the extent directly related to, and necessary for, the performance of services performed for or on behalf of the Covered Entity under the terms of the Service Agreement and the Business Associate Agreement. Business Associate shall ensure that any agents, including Subcontractors to whom it provides Covered Entity's PHI, agree in writing to:

1. the same restrictions and conditions that apply to Business Associate with respect to such PHI;

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

2. hold PHI in a confidential and secure manner as provided pursuant to this Business Associate Agreement and only disclose PHI as required by law or for the purposes for which it was disclosed; and

3. immediately notify Business Associate of any Breaches of confidentiality of the PHI.

Business Associates shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. Business Associate shall indemnify, defend and hold harmless Covered Entity and its respective employees, directors, officers, Subcontractors and agents from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorney's fees and costs incurred in notifying Individuals of a Breach caused by Business Associate or its subcontractors or agents) suffered by Covered Entity in connection with Business Associate's failure to obtain and maintain a written agreement with such Subcontractors or agents, and/or to ensure that the Subcontractors or agents complied with all applicable federal and state laws and regulations.

F. **Access to PHI**

To comply with New York State Public Health Law § 18 and HIPAA, Business Associate shall make PHI maintained by Business Associate or its agents or Subcontractors in Designated Record Sets or in the Electronic Health Record in an electronic format, available to Covered Entity, or as directed by Covered Entity to an Individual, for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under HIPAA, HITECH, New York Public Health Law § 18 and any other applicable federal and state laws.

G. **Amendment of PHI**

Within ten (10) days of receipt of a request from Covered Entity for an amendment of PHI or a record about an Individual contained in a Designated Record Set or in the Electronic Health Record in an electronic format, Business Associate or its agents or Subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under HIPAA, HITECH, and/or state law. If any Individual requests an amendment of PHI directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any grant or denial of a request for an amendment of PHI maintained by Business Associate or its agents or Subcontractors shall be the sole responsibility of Covered Entity.

H. **Accounting Rights**

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

Within ten (10) days of notice by Covered Entity of a request for an accounting of Disclosures of PHI, including Disclosures for treatment, payment and healthcare operations, Business Associate and its agents or Subcontractors shall make available to Covered Entity or, as directed by Covered Entity directly to an Individual, the information required to provide an accounting of Disclosures to enable Covered Entity to fulfill its obligations under HIPAA, HITECH and state law. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate for at least six (6) years prior to the request, or at least three (3) years prior to the request if the records are maintained in an Electronic Health Record. At minimum, such information shall include: (i) the date of Disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the Disclosure that reasonably informs the Individual of the basis for the Disclosure, or a copy of the Individual's authorization, or a copy of the written request for Disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agent or Subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing, so that the Covered Entity may prepare and deliver the requested accounting.

I. **Access to Records by the Federal Government**

Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of HHS and the FTC for purposes of determining Business Associate's compliance with HIPAA, HITECH and the Identity Theft Rules. Business Associate shall concurrently provide to Covered Entity a copy of any PHI, policies and procedures or other documentation that Business Associate provides to HHS and/or the FTC.

J. **Minimum Necessary**

Business Associate and its agents or Subcontractors shall only request, Use and Disclose, to the extent practicable, a Limited Data Set, or the minimum amount of PHI necessary to accomplish the intended purpose of the request, Use or Disclosure.

K. **Documentation of Disclosures**

Business Associate shall document such Disclosures of PHI and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI.

L. **Retention of PHI**

Business Associate and its agents or Subcontractors shall retain all PHI and documentation containing Disclosures of PHI throughout the term of the Service Agreement and for a period of six (6) years after termination of the Service Agreement.

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

M. **HIV/AIDS**

If the Service Agreement requires the Use or Disclosure of PHI that contains HIV/AIDS information, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F. Business Associate shall notify its agents and/or Subcontractors concerning all applicable confidentiality requirements.

IV. OBLIGATIONS OF COVERED ENTITY

Covered Entity shall:

A. Provide Business Associate with Covered Entity's Notice of Privacy Practices for PHI, and notify Business Associate of any substantive changes to its Notice of Privacy Practices;

B. Notify Business Associate of any changes in, or revocation of, the permission by an Individuals to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's permitted or required Use or Disclosure of PHI; and

C. Notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under HIPAA or HITECH, to the extent that such restriction may affect the Business Associate or its agents or Subcontractor's Use or Disclosure of PHI.

V. TERM AND TERMINATION

A. **Term**

This Business Associate Agreement shall become effective on the Business Associate Agreement Effective Date and shall continue until terminated by Covered Entity, or the date that the Service Agreement expires or is terminated. However, the following provisions and requirements of this Business Associate Agreement shall survive the expiration or other termination of the Business Associate Agreement: Sections III, V, VI, VII and X.

B. **Termination for Cause**

1. Material Breach by Business Associate: Business Associate shall take reasonable steps to mitigate and cure a breach of this Business Associate Agreement. Business Associate authorizes the Covered Entity to terminate this Business Associate Agreement and the Service Agreement if Covered Entity determines that Business Associate or its agents or Subcontractors have violated a material term of the Business Associate Agreement. In the event

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

Covered Entity determines that Business Associate or its agents or Subcontractors have violated a material term of the Business Associate Agreement, Covered Entity shall have the right to immediately terminate the Service Agreement and Business Associate Agreement upon written notice to Business Associate.

2. Material Breach by Covered Entity: If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Business Associate Agreement, Business Associate must take reasonable steps to cure the Breach or end the violation. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of Covered Entity that Business Associate believes constitutes a material breach or violation of Covered Entity's obligations under this Business Associate Agreement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, Business Associate shall either (a) terminate the Service Agreement and the Business Associate Agreement, if feasible or (b) if termination of the Service Agreement and Business Associate Agreement is not feasible, Business Associate shall report the problem to the Secretary of HHS.

C. **Obligations of Business Associate Upon Termination**

Upon termination of this Business Associate Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Section III of this Business Associate Agreement to such information, and limit further Use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

D. **Indemnification for Violations**

Any violation of this Business Associate Agreement may cause irreparable harm to the Covered Entity. Therefore, Covered Entity may seek any legal remedy for such harm, including an injunction or specific performance. Business Associate shall indemnify and hold the Covered Entity harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this Business Associate Agreement. Business Associate shall be fully liable for the actions of its agents, employees, partners and/or Subcontractors. Business Associate shall fully indemnify and save harmless the Covered Entity from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 or State Technology Law § 208, caused by

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

any intentional act or negligence of Business Associate, its agents, employees, partners and/or Subcontractors; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Covered Entity.

VI. AMENDMENT

A. Amendment to Comply with Law

The parties agree to take such action as is necessary to implement the standards and requirements of HIPAA, HITECH and other applicable laws relating to the security or confidentiality of PHI.

B. Written Amendment Required

The Business Associate Agreement may not be modified or amended except by a writing duly signed by an authorized representative of each party.

VII. NO THIRD-PARTY BENEFICIARIES

Nothing express or implied in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associates and their respective successors or assigns, any rights, remedies, obligations or liability whatsoever.

VIII. NO WAIVER

No waiver of a breach of any provision of this Business Associate Agreement shall be construed to be a waiver of any breach of any other provision of this Business Associate Agreement or of any succeeding breach of the same provision. No delay in action with regard to any breach of any provision of this Business Associate Agreement shall be construed to be a waiver of such breach.

IX. INDEPENDENT CONTRACTOR RELATIONSHIP

This Business Associate Agreement is not intended to create, and will not be construed to create, any relationship between the parties other than that of independent contractors. Neither of the parties nor any of their respective representatives will be construed to be the agent, employee, or representative of the other.

X. NOTICE

Any notices required to be given pursuant to the terms and conditions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the respective parties at their addresses stated below. Notices shall be deemed to be effective on the date when they are mailed.

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

TO: **Erie County Department of Senior Services**
Rath Building
95 Franklin Street, 13th floor
Buffalo, NY 14202
Attn: Melissa Dentice

TO: **Town of Amherst by and through Amherst Center for Senior Services**
Town Hall
5583 Main Street
Williamsville, New York 14221
Attn: Brian Kulpa

XI. SEVERABILITY

If any section or portion of this Business Associate Agreement shall be determined to be invalid, such determination shall not affect the enforceability or validity of the remainder of this Business Associate Agreement.

XII. INTERPRETATION

The terms and conditions of this Business Associate Agreement shall supersede any conflicting terms and conditions in the Service Agreement between the parties and shall supersede the terms and conditions of any existing Business Associate Agreement between the parties. This Business Associate Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HITECH, the Identity Theft Rules and state law. The parties agree that any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HITECH, the Privacy and Security Rules, the Identity Theft Rules, and other applicable state and federal laws.

XIII. STATE LAW

Nothing in this Business Associate Agreement will be construed to require Business Associate to Use or Disclose PHI in violation of New York State law.

XIV. GOVERNING LAW

To the extent not superseded by Federal law, the rights and obligations of the Parties hereto under this Business Associate Agreement shall be governed by the laws of the State of New York without regard for its conflicts of laws provisions. Any action arising out of or related to this Business Associate Agreement shall be brought in, and the parties agree to the jurisdiction of, the Supreme Court, located in Erie County, State of New York. If the matter is brought in Federal Court, the parties agree to the venue of the Western District of New York.

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

IN WITNESS WHEREOF, the parties hereto have duly executed the Business Associate Agreement as of the Business Associate Agreement Effective Date.

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES

By: _____

Print Name: Randall Hoak

Title: Commissioner

Date: _____

Town of Amherst by and through Amherst Center for Senior Services

By: _____

Print Name: Brian Kulpa

Title: Town Supervisor

Date: _____

\10673.0034\363662.doc

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

Schedule G
Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together " Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law.
We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

_____
Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

_____, being duly sworn, states that he or she is the Name of Corporate Officer _____, of _____, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
Day of _____, 20__
_____

Attachment: CSE CM-05222025153450 (RES-2025-556 : Erie County Senior Services- CSE/CM CRS #5568)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30525 **RESOLUTION 2025-557** **ADOPTED**

Auction of WPCF Division Vehicles and Surplus Equipment Auctions International, Inc.

The Engineering Department, WPCF division is requesting to participate in the Auctions International online auction to dispose of old and surplus equipment. A list of vehicles and equipment is attached.

Proceeds from the auctioned equipment will be deposited into the sanitary sewer revenue account.

The online auctions are on-going with Auctions International, Inc; 11167 Big Tree Road, East Aurora, NY, 14052. The Town of Amherst will not be charged for selling and advertising.

May we please have the approval to place the listed equipment in the auction and dispose of these items?

Thank you for considering this request.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

TBD

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

AUCTION OF PLANT #16 SURPLUS EQUIPMENT - SPRING 2025

	INVENTORY NUMBER	MAKE	DESCRIPTION	YEAR	CONDITION
1	E16-010	CHEVY	2500 Van	2002	Fair
2	E16-016	FORD	F-150	2007	Fair
3	E16-019	FORD	Vac Trk	1998	Poor
4	E16-026	INTERNATIONAL	7600 LUGGER	2006	Poor
5	E16-042	INTERNATIONAL	DUMP W/SPR	2000	Fair
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
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21					
22					
23					
24					
25					
26					
27					
28					
29					
30					

Attachment: Auction info-06022025100904 (RES-2025-557 : Auction of WPCF Division Vehicles and Surplus Equipment)

AUCTION OF PLANT #16 SURPLUS EQUIPMENT - SPRING 2025

	INVENTORY NUMBER	MAKE	DESCRIPTION	YEAR	CONDITION
1	N/A	JACOBSEN	Mower-Orange	1996	Poor
2	N/A	FERRIS	Mower-Red	1999	Poor
3	N/A	JOHN DEERE	Mower-Green	1997	Poor
4	N/A	LESCO	Mower-Green	1995	Poor
5	N/A	TORO	Rototiller-Red	UNK	Poor
6	N/A	GARDEN WAY	Rototiller-Red	UNK	Poor
7	N/A	YARD MAN	Edge Trimmer	UNK	Poor
8	N/A	NORTHSTAR	Power Wash	UNK	Poor
9	N/A	NORTHSTAR	Power Wash	UNK	Poor
10	N/A	TROY-BILT	Mower	UNK	Poor
11	N/A	ARIENS	Snow Blower	UNK	Poor
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					

Attachment: Auction info-06022025100904 (RES-2025-557 : Auction of WPCF Division Vehicles and Surplus Equipment)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by NICHOLAS WEIR department WPC-PLANT 16 date _____

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	WPC-PLT 16
division	ENGINEERING
town seal	☐ yes ☐ no
vehicle identification no. (vin)	1GBHG31R321146424
license plate	AH3263
vehicle id / no.	E16-010
vehicle make	CHEV
vehicle model	2500 VAN
vehicle year	2002
owned or leased	
how vehicle was acquired	

purchase price	26,677.00
annual lease cost	
purchase date	11-09-2001
vendor / vendor no.	EMERLING
purchase order number	14898591
town board resolution no.	
est. replacement year	
current mileage	DEAD
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☐ no
is vehicle taken home	☐ yes ☐ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☐ yes ☒ no

Attachment: Auction info-06022025100904 (RES-2025-557 : Auction of WPCF Division Vehicles and Surplus Equipment)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by NICHOLAS WEIR department WPC-PLANT 16 date _____

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Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	WPC-PLT 16
division	ENGINEERING
town seal	☐ yes ☐ no
vehicle identification no. (vin)	1FTRF12237KD32975
license plate	AH3248
vehicle id / no.	E16-016
vehicle make	FORD
vehicle model	F150
vehicle year	2007
owned or leased	
how vehicle was acquired	

purchase price	12,204.30
annual lease cost	
purchase date	07-03-2007
vendor / vendor no.	FAIRPORT FORD LLC
purchase order number	2930711
town board resolution no.	
est. replacement year	
current mileage	42,758
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☐ no
is vehicle taken home	☐ yes ☐ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☐ yes ☒ no

revised 111114

VIF

Attachment: Auction info-06022025100904 (RES-2025-557 : Auction of WPCF Division Vehicles and Surplus Equipment)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by NICHOLAS WEIR department WPC-PLANT 16 date _____

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	WPC-PLT 16
division	ENGINEERING
town seal	☐ yes ☐ no
vehicle identification no. (vin)	1FDZW86E8WVA04423
license plate	AH3232
vehicle id / no.	E16-019
vehicle make	FORD
vehicle model	LT UTILITY
vehicle year	1998
owned or leased	
how vehicle was acquired	

purchase price	173,391.00
annual lease cost	
purchase date	12-03-1997
vendor / vendor no.	BISON TRUCK CTR
purchase order number	2737586
town board resolution no.	
est. replacement year	
current mileage	555,040
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☐ no
is vehicle taken home	☐ yes ☐ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☐ yes ☒ no

VIF

revised 111114

Attachment: Auction info-06022025100904 (RES-2025-557 : Auction of WPCF Division Vehicles and Surplus Equipment)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by NICHOLAS WEIR department WPC-PLANT 16 date _____

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	WPC-PLT16
division	ENGINEERING
town seal	☐ yes ☐ no
vehicle identification no. (vin)	1HTWYAHT76J374246
license plate	AH3251
vehicle id / no.	E16-026
vehicle make	INTERNATIONAL
vehicle model	7600 6X4
vehicle year	2006
owned or leased	
how vehicle was acquired	

purchase price	124,726.43
annual lease cost	
purchase date	1-31-2006
vendor / vendor no.	INTERNATIONAL TRUCK + ENGINE CORP
purchase order number	24401245
town board resolution no.	
est. replacement year	
current mileage	- DEAD
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☐ no
is vehicle taken home	☐ yes ☐ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
title in clerk's office	☐ yes ☒ no

revised 111114

VIF

Attachment: Auction info-06022025100904 (RES-2025-557 : Auction of WPCF Division Vehicles and Surplus Equipment)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by NICHOLAS WEIR department WPC-PLANT 16 date _____

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	WPC-PLT16	purchase price	42,190.40	primary purpose	
division	ENGINEERING	annual lease cost		vehicle assigned to	
town seal	☐ yes ☐ no	purchase date	8-16-1999	authorized take home	☐ yes ☐ no
vehicle identification no. (vin)	1HTSCAAN3YH270078	vendor / vendor no.	NAVISTAR INTER TRANS CORP	is vehicle taken home	☐ yes ☐ no
license plate	AH3260	purchase order number	08866849	rationale for take home	
vehicle id / no.	E16-042	town board resolution no.		date updated	
vehicle make	INTERNATIONAL	est. replacement year		comments	
vehicle model	4700 Dump	current mileage	85,270	disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	
vehicle year	2000	est. miles per year			
owned or leased		serviced by		title in clerk's office	☐ yes ☒ no
how vehicle was acquired		est. annual service costs			

revised 111114

VIF

Attachment: Auction info-06022025100904 (RES-2025-557 : Auction of WPCF Division Vehicles and Surplus Equipment)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30526 **RESOLUTION 2025-558** **ADOPTED**

WPCF – OSHA Required Safety Certification Training Dival Safety Equipment, Inc. CRS - 5569

The Engineering Department-Water Pollution Control Facility Division is currently seeking Town Board approval to authorize the Supervisor to sign the attached agreement with Dival Safety Equipment, Inc. This would be for the training services listed on the attached quote dated April 07, 2025 with a cost of $4,445.00. This contract will be valid from date of Town Board Approval by the Town of Amherst through December 31, 2025.

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

Funds for this request are available in G9916-4870

Thank you for considering this request.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-4870

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

AGREEMENT

Let this document stand as an agreement between Dival Safety Equipment, Inc. and the Town of Amherst permitting the Town of Amherst to procure the OSHA safety-training classes listed on the attached Dival Safety Equipment quote dated April 7, 2025. The term of this contract will be effective the date of Town Board approval by the Town of Amherst through December 31, 2025.

Agreed to and Accepted by:

Dival Safety Equipment, Inc.

By: Judy A. Trent
Signature

Judy A. Trent
Printed name

Corp. Safety + Training Mgr.
Title

Date: 5-12-25

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Dival Safety Training (RES-2025-558 : WPCF – OSHA Required Safety Certification Training)

Devoted to the safety of your employees and committed to the bottom line of our partners

DiVAL for Life

April 7, 2025

Valid Through: 12/31/25

Tom Dean
Town of Amherst WPCF
Acct: 01-10330
455 Tonawanda Creek Road
Amherst, New York 14228

QUOTE FOR SERVICES

ST007 **Lockout / Tagout Safety Training Class** **$ 325.00** per class
Lockout/Tagout (LOTO) Authorized/Affected/Other Safety training class. OSHA1910.147. Class length: Apx. 1 hr. Does NOT include testing on specific lockout/tagout procedure(s) (if service is desired, additional fee and time apply, please call for pricing).To be held at the client's location in Amherst, NY. M-F, 7a-5p. Class days and times outside those listed may incur an additional fee.

ST020 **Basic Electrical Safety Class** **$ 325.00** per class
Electrical Safety Training class - AWARENESS Level. Class length: Apx. 1 hr. Class size maximum: 30 students. To be performed at client's location in Amherst, NY. M-F, 7a-5p. Class days and times outside those listed may incur an additional fee.

ST012BUL **Portable Fire Extinguisher Safety training w/ BULLEX LASER** **$ 395.00** per class
Fire Extinguisher Safety Training class. OSHA 1910.157. Includes classroom lecture portion (Apx. 60 min.) as well as "Clean" Fire Extinguisher demonstration utilizing BULLEX Bullseye Laser demonstration unit. Total Class length: Apx. 75-90 minutes. Class size maximum: 30. To be performed at the client's location in Amherst, NY. M-F, 7a-5p. Days & times outside those listed may incur an additional fee.

Note: Bullex demonstrations are to be performed at ground level only. In the event a different level is required, a mechanical means of moving the equipment must be provided (elevators). This is to ensure the safety of all personnel involved and prevent damage to the equipment.

~~**ST015HR PIT Road Testing (Hourly rate) $ 175.00 per hour**~~
~~PIT Road testing HOURLY RATE. Powered Industrial Truck Road testing only. DiVal Safety Compliance Specialist to conduct Employee road testing on specified PIT's. Hourly rate. Two (2) hour minimum charge. (1 hr MINIMUM charge when scheduled immediately following classroom session). Test length: Apx. 10 minutes per person, per piece of equipment. To be held at client's location in Amherst, NY. M-F, 7a-5p. Class days and times outside those listed may incur an additional fee.~~

Remove W.T.R

REFERENCE:
"Fork Lifts", powered Pallet Jacks, "Walk-Behinds" are classified as PIT's – "Powered Industrial Truck"
"Scissor Lifts" "Articulating Lifts" "JLG's" are classified as MEWP's – Mobile Elevated Work Platforms

Attachment: Dival Safety Training (RES-2025-558 : WPCF – OSHA Required Safety Certification Training)

Devoted to the safety of your employees and committed to the bottom line of our partners

DIVAL for Life

ST006 **Confined Space Entry** **$ 1,750.00** per class

Confined Space Entry Safety training class. INITIAL. OSHA 1910.146. Class length: 8 hrs. Includes classroom/lecture portion as well as required simulation exercise. The client is responsible for having all applicable gas detection, retrieval, respiratory, and PPE available for use. (Can be rented if not available). Class size maximum: 20 students. To be performed at the client's location in Amherst, NY, M-F, 7a-5p. Days and times outside those listed may incur an additional fee.

PREREQUISITE: Any student who will be an entrant MUST have attended an End User Fall Protection training class within the past 12 months.

ST006-RESCUE **$ 850.00** per class

Confined Space Entry RESCUE Safety training class. OSHA 1910.146. Class length: 4 hrs. Includes classroom/lecture portion as well as required simulation exercise. The client is responsible for having all applicable gas detection, retrieval, respiratory, and PPE available for use. (Can be rented if not available). Class size maximum: 20 students. To be performed at the client's location in Buffalo, NY, M-F, 8a-5p. Days and times outside those listed may incur an additional fee.

PREREQUISITE: Participants must be current (past 12 months) in either Confined Space Initial or Refresher level training.

Also, there must be at least one person holding a current FA/CPR/AED certification on the Rescue Team.

ST014 **Fall Protection Safety Training class (End User)** **$ 475.00** per class

Fall Protection Safety training class (End User) OSHA 1926.500-503 and/or 1910.140. Class length: Apx. 90 minutes. Client is responsible to have on hand representative fall protection equipment for demonstration exercises in class. Class size maximum: 30 students. To be performed at client's location in Amherst, NY, M-F, 7a- 5p. Days and times outside those listed may incur an additional fee

WITH CS INITIAL CLASS **$ 325.00** per class

Fall Protection Safety training class (End User) OSHA 1926.500-503 and/or 1910.140. Class length: Apx. 60 minutes when done in conjunction with the CS Initial class (above). The client is responsible to have on-hand representative fall protection equipment for demonstration exercises in class. Class size maximum: 20 students. To be performed at the client's location in Amherst, NY, M-F, 7a- 5p. Days and times outside those listed may incur an additional fee.

Attachment: Dival Safety Training (RES-2025-558 : WPCF – OSHA Required Safety Certification Training)

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis. Vendor shall ensure all its subs, if any, have obtained all the above insurances and shall also assure that any policy procured by any subvendor or sub-subvendor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Vendor to assure that any policy procured by any sub or sub-sub to name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of

Attachment: Dival Safety Training (RES-2025-558 : WPCF – OSHA Required Safety Certification Training)

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.

(d) A failure by Vendor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).

Attachment: Dival Safety Training (RES-2025-558 : WPCF – OSHA Required Safety Certification Training)

(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Dival Safety Equipment

Print Name of Company

Agreed to and Accepted by:

Town of Amherst

Revised 10-31-22 SJS

Attachment: Dival Safety Training (RES-2025-558 : WPCF – OSHA Required Safety Certification Training)

By: Judy A. Trent
Signature

Judy A. Trent
Printed name

Date: 5-12-25

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Dival Safety Training (RES-2025-558 : WPCF – OSHA Required Safety Certification Training)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/17/2025

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED DiVal Safety Equipment, Inc. a division of DiVal Safety 1721 Niagara Street Buffalo NY 14207 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Zurich American Ins Co — 16535 INSURER B: National Union Fire Ins Co of Pittsburgh — 19445 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 570112177776 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL0202811805	04/01/2025	04/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$10,000
	POLICY X PRO-JECT LOC						PERSONAL & ADV INJURY	$2,000,000
	OTHER:						GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
A	AUTOMOBILE LIABILITY			BAP 2028119-05	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
B	X UMBRELLA LIAB X OCCUR			BE031373634	04/01/2025	04/01/2026	EACH OCCURRENCE	$9,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$9,000,000
	DED X RETENTION $10,000							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC202811705	04/01/2025	04/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N — N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the Business Auto Coverage, Umbrella Liability & General Liability Coverage policy. Business Auto Coverage, Umbrella Liability & General Liability Coverage evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Business Auto Coverage, Umbrella Liability & General Liability Coverage evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

Town of Amherst
455 Tonawanda Creek Road
Amherst NY 14228 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

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The ACORD name and logo are registered marks of ACORD

Holder Identifier :
Certificate No : 570112177776
Attachment: Dival Safety Training (RES-2025-558 : WPCF – OSHA Required Safety Certification Training)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
DiVal Safety Equipment, Inc. 1721 Niagara Street Buffalo NY, 14207	716-874-9060 1c. NYS Unemployment Insurance Employer Registration Number of Insured 8520664-1
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1d. Federal Employer Identification Number of Insured or Social Security Number 16-1104585
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst Building Maintenance 5583 Main Street Williamsville NY 14221	3a. Name of Insurance Carrier Zurich American Ins Co 3b. Policy Number of Entity Listed in Box "1a" WC202811705 3c. Policy effective period 04/01/2025 to 04/01/2026 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ■ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Tracy Williams
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Tracy Williams 4/3/2025
(Signature) (Date)

Title: Strategic Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 312-381-1893

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.g

Attachment: Dival Safety Training (RES-2025-558 : WPCF – OSHA Required Safety Certification Training)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
DIVAL SAFETY EQUIPMENT INC.
ATTN: KRISTINA PAGLINO
1721 NIAGARA STREET
BUFFALO, NY 14207

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

1b. Business Telephone Number of Insured
716-874-9060

1c. Federal Employer Identification Number of Insured or Social Security Number
161104585

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
455 Tonawanda Creek Road
Amherst NY 14228

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL531427

3c. Policy effective period
04/01/2025 to 03/31/2026

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

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

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

Date Signed 03/27/25 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (10-17)

DB-120.1 (10-17)

Attachment: Dival Safety Training (RES-2025-558 : WPCF – OSHA Required Safety Certification Training)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30535 **RESOLUTION 2025-559** **ADOPTED**

Westside Interceptor Relief Pump Station Utility Pole # 3826 Relocation by National Grid CRS #5610 Town of Amherst Job No. 2019.038

We are requesting authorization to proceed with payment to National Grid for the relocation of utility pole #3826 at 3850 Rensch Road, approximately 30 feet from its current location, as outlined in their attached proposal in the amount of $21,540.82. This relocation is required prior to the start of construction on the Westside Interceptor Pump Station.

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

May we have your approval to award national grid, the above referenced contract?. This request is pending successful contract review process.

Thank you for considering this request.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2408.4972

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

nationalgrid

INVOICE
National Grid
Non-Utility Billing
300 Erie Blvd. West
Syracuse NY 13202
(315) 428-3110

Invoice Number: 500164605
Invoice Date: 03/18/2025
Customer Number: 200128085
Due Date: 06/16/2025
Work Order: 10030978361

TOWN OF AMHERST ENGINEERING
1100 N Forest Rd
Williamsville NY 14221-3298

Line	Description	Quantity	UOM	Unit Amt	Net Amount
10	Non Utility Billing Line Item	1.000	EA	15,086.84	$15,086.84
20	Non Utility Billing Line Item	1.000	EA	3,846.80	$3,846.80
30	Non Utility Billing Line Item	1.000	EA	189.96	$189.96
40	Non Utility Billing Line Item	1.000	EA	2,417.22	$2,417.22

Please make this payment promptly to ensure your job progresses in a timely manner.
Pole 3826 Rensch Rd.
If paying by wire: Wire Payment: JPMorgan Chase, Bank Routing Number (ABA): 021000021, Credit: National Grid USA, Bank Acct. Number: 777149642. Please provide invoice and customer number with payment or transaction
If you have any questions about this invoice, please contact BERNICE MONTAGUE at BERNICE.MONTAGUE@NATIONALGRID.COM

Sub Total :	21,540.82
Total Taxes :	0.00
TOTAL AMOUNT DUE:	$21,540.82

Prices are subject to change after 90 days
Please be sure to remit your payment to the address provided on the remittance stub below.

PLEASE DETACH AND RETURN THIS STUB WITH PAYMENT

Writing your invoice number on your check will help ensure your payment is properly applied.

Make checks payable to National Grid. PO Box does not accept overnight delivery.

National Grid
P.O.Box 29805
New York, NY 10087-29805

AMOUNT DUE: $21,540.82

Invoice Number: 500164605
Invoice Date: 03/18/2025
Customer Number: 200128085
Due Date: 06/16/2025
Company Code: 5210

Attachment: WR#30978361--Rensch Rd Pole Relocation Invoice (RES-2025-559 : Westside Interceptor Relief Pump Station)

nationalgrid

INVOICE
National Grid
Non-Utility Billing
300 Erie Blvd. West
Syracuse NY 13202
(315) 428-3110

Invoice Number:	500164605
Invoice Date:	03/18/2025
Customer Number:	200128085
Due Date:	06/16/2025
Work Order:	10030978361

TOWN OF AMHERST ENGINEERING
1100 N Forest Rd
Williamsville NY 14221-3298

Do not send payments to the company representative who quoted you the value for the work to be performed.
ACH Payments (Banking Information) up to $99,999 can be made for a One Time Fee through Speedpay at https://internet.speedpay.com/nationalgrid/#/login/guest. Credit/Debit Card Payments can be made in five (5) $1,000 Increments for Invoices up to $5,000, at a fee per Transaction, through Speedpay, by selecting Add Card in the Payment Form at https://internet.speedpay.com/nationalgrid/#/login/guest
This is an estimated project cost. Final project cost will be reconciled and may result in an additional charge or refund. Please refer to the National Grid's PSC 220 Tariff and/or your agreement (where applicable) for additional information.

Attachment: WR#30978361--Rensch Rd Pole Relocation Invoice (RES-2025-559 : Westside Interceptor Relief Pump Station)

March 18, 2025

Town of Amherst
Engineering Department
1100 North Forest Rd
Amherst NY 14221

Re: Electric Service Proposal WR#30978361
3850 Rensch Rd Pole 3826 Rensch Rd Amherst NY 14228

Enclosed please find an Electric Service Proposal for relocation of pole 3826 Rensch Rd. 30 ft., relocation of facilities, and tree trimming.

This project falls under PSC No. 220 Tariff Rule 28.2. Rule 28.2 requires that the customer pay all costs associated with the project. Under this rule, there is an estimated cost to you in the amount of **$21,540.82**.

NOTE: *Sales tax has been excluded from this proposal and invoice.*

If this Proposal is acceptable, please sign and return this letter. Upon receipt of your acceptance, you will be billed under separate cover in the amount of $21,540.82. This estimate is valid for 90 days from the date of this letter

This work will be scheduled upon receipt of this signed proposal, payment of invoice, and completion of all responsibilities as outlined in the attached proposal.

The breakdown of these estimated charges are as follows:

Labor, Expenses, & Fringes	$8,358.40
Transportation	$1,586.80
Overheads	$6,208.98
External Resources	$5,386.64
Sub-Total	$21,540.82
Total Estimate Charges	**$21,540.82**

Pursuant to PSC No. 220, you are responsible for the actual costs of this project. Upon project completion, costs will be reconciled to actual costs. The Company will subsequently bill you if our costs run over the invoiced amount or refund the difference if costs run below the invoiced amount. You are responsible for all invoiced amounts.

Should you have any questions, please contact me at 716-831-7192.

Sincerely,

Bernice Montague
Consumer Representative
Regional Accounts Services
National Grid

Attachment: WR#30978361--Town of Amherst Rensch Rd Pole Relocation Proposal (RES-2025-559 : Westside Interceptor Relief Pump Station)

RE: WR#30978361
3850 Rensch Rd Pole Relocation P.3826 Rensch Rd.

I ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:

Print Name: _____

Title:
(if applicable) _____

Signature: _____

Date: _____

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.

Attachment: WR#30978361--Town of Amherst Rensch Rd Pole Relocation Proposal (RES-2025-559 : Westside Interceptor Relief Pump Station)

Attachment: WR#30978361--Town of Amherst Rensch Rd Pole Relocation Proposal (RES-2025-559 : Westside Interceptor Relief Pump Station)

ELECTRIC SERVICE PROPOSAL WR#30978361
Town of Amherst
1100 North Forest Rd
Amherst NY 14221
Pole 3826 Rensch Rd Relocation

Service Work Request:	30978361
Electrical Contractor:	
Customer's Contribution:	$21,540.82
Billing Party:	Town of Amherst
Customer's Responsibilities:	➢ Return signed Proposal cover letter, if accepted ➢ Provide all necessary right-of-way easements ➢ Notify National Grid if any changes in the Billing Party occur ➢ Payment in full, upon receipt of invoice
National Grid Responsibilities:	Relocation of Pole 3826 Rensch 30ft from existing location, relocation of electrical facilities and tree trimming.
Construction Lead Time:	Approximately 4-6 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Agreement, this project will be added to National Grid's construction schedule. **Note: Payment must be made upon receipt of invoice. The correct mailing address for payments will be noted on the invoice you receive.**
Customer Communications Update:	If a progress report is needed during construction, including the expected date for the Owners project completion, the expected completion date for the utility's work, and confirmation of the expected date for the service connection of permanent power, please contact the Company Job Owner at the number listed below.
Remarks:	This Proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal. This proposal and all attached documentation are proprietary property of National Grid and can only be used for its intended purpose and shall not otherwise be disclosed.
Prepared By:	*Bernice Montague* Regional Account Services 716-831-7192

- Anchor - existing
- Anchor - install
- Anchor - remove
- Conduit - existing
- Cutout (Closed) - install
- Cutout (Closed) - remove
- Fault Indicator - existing
- Lightning Arrestor - ins_location
- Lightning Arrestor - rem_location
- Luminaire - Secondary Connector
- Luminaire - exi_location - Street Light
- OH Transformer (1ph) - existing
- OH Transformer (3ph Wye) - existing
- Pole (Joint) - existing
- Pole (Sole NG) - existing
- Pole (Joint) - install
- Pole (Joint) - remove
- Primary OH (3ph) - existing
- Primary OH (3ph) - install
- Primary OH (3ph) - remove
- Primary UG (3ph) - existing
- Riser - existing
- Secondary OH - existing
- Secondary Neutral OH - existing
- Secondary Neutral OH - install
- Secondary OH - remove
- Secondary Neutral OH - remove
- Secondary Service (UG) - existing
- Service Point - non-critical
- Switch (Closed) - existing
- Switch (Open) - existing
- Transformer Connection
- Trim Tree

P3828
- **Pole Size 45/1**
- **Ref Std: 9-435 Pole Top**
- **Ref Std: 16-305 Lashed Aerial**
- **Install 12K Lightning Arresters**
- **Transfer 3x 140K Cuouts from P3826**
- **Helix 14/15", 1" X 7' Rod, 25MF Pri Grnded-Wye, 12.5MF Sec(Wye Pri) Grnded, L=20'**
- **Tree trimming required**
- **Transfer existing Lashed and Open Wire OH Primary to new pole location**
- **New pole location 30' south of existing pole**

Transfer 336.4 Primary and 1/0 Neutral to new pole. New distance across Sweet Home Rd will be shorter than existing run

ENTRANCE TO RENSCH ROAD ACROSS FROM UNIVERSITY AT BUFFALO ENTRACE. ACCESS ROAD AT END OF RENSCH RD TO POLE LOCATION

*****Billable Construction Order*****

Build As Designed
Customer Has Paid For Design
If Changes Are Necessary: Contact Your Local Distribution Design Department

RENSCH RD
SWEET HOME RD
MAPLE RD
SWEET HOME RD (15)
I290 OVERPASS
ØA-B-C
P 3850
LF #3850
250W HPS
P 3850
25KVA-C
3850
P 3836
P 3836
3-75KVA
277/480V
115'
3-336.4 B SAL
13.2KV
FDR 99551
13.2KV
FDR 13058
1-3/C-4/0 AER CU
125'
1-1/0 AAAC B N
3-140K
SW#12810
P 3828
#4691
11583
P 4691
#4697
10922
P 4697
54'
1-1/0 ACSR N
OPEN
145'
3-140K
SW#12810
P 3826
214'
3-336.4 B AAC
1-1/0 AAAC B N
#4705
5088
P 4705
P 1159
P 1159
50KVA-A
P 1159
100KVA-A
1185
1185

0 50 100 FT
MAINLINE MAP/VOLTAGE CONVERSIONS UPDATE REQUIRED

NATIONAL GRID USA — 01-24-30978361 GIS Sketch

WORK REQUEST:	01-24-30978361
STORMS ORDER:	30978361 DATE: 09/13/2024
DESIGNER:	Bosley, Michael
JOB TITLE:	Rensch Pole Relocation
FOREMAN:	
T.D/T.C.	5054
FEEDER NO.	99551
	7162251487
SHEET	1 OF 1
PHONE NUMBER:	
DATE:	

☐ BUILT AS DESIGNED ☐ AS BUILT CHANGES

DESCRIPTION: comm. relocation, joint pole, unsure if pole needs to be relocated, Even Roberts name on U-Dig tick

Attachment: 3433767 - 01-24-30978361 GIS Sketch (RES-2025-559 : Westside Interceptor Relief Pump Station)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30546 **RESOLUTION 2025-560** **ADOPTED**

Payment of Vendor Invoice Temp-Press Inc.

The Engineering Department-Water Pollution Control Facility Division is requesting Town Board approval to authorize the payment of a $1,792.00 invoice to Temp-Press Inc. This invoice covers the procurement of an alternative tank level sensing technology that was originally installed on a trial basis to determine efficacy of the technology.

Funds for this request are available in G9916-2600.

Thank you for considering this request.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-2600

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30537 A **RESOLUTION 2025-561** **ADOPTED**

Northtown Center Water Treatment - CRS #5465

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and M.I.S. of America, Inc. for chemical treatment of the water towers at the Northtown Center at Amherst, pending successful completion of the contract routing process.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A7253.4110: $4,631.25 in 2025: $1,543.75 in 2026

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

M.I.S. of America, Inc.
Expect the Best

March 5th, 2025

Northtown Ice Center
1615 Amherst Manor Drive
Williamsville, NY 14221

Attn: Eric Guzdek, Brian Bush

Thank you for allowing Tom Walling, with M.I.S. of America, to have serviced your cooling tower systems. As a result of his service, we would like to make the following comments and recommendations:

COOLING TOWERS

The three main water treatment concerns with cooling towers are scaling, corrosion, and biological growth.

Scaling will reduce heat transfer and block water flow, reducing efficiency and increasing operating costs. Even a small deposit on the fill or in the heat exchangers can increase energy consumption by 10% or more. In addition, reduced flow and suspended minerals in the water can cause unnecessary wear and tear on pumps and seals.

Corrosion will damage piping, pumps, and other equipment. In addition, the corrosion byproducts can block piping and reduce flow. This can cause expensive downtime, loss of efficiency, and leaks in the system.

Biological growth will reduce flow and damage equipment. Fouling in the tower fill, chillers, and condensers will reduce efficiency and heat transfer by 10% or more, as well. Corrosive enzymes produced by bacteria, fungus, and algae can cause pitting and leaks. In addition, some organisms, such as Legionella Bacteria, can pose a potential health hazard.

We have selected a program to help control further accumulation and organic growth, scaling, and corrosion.

PRODUCTS

We have selected formulations to provide a complete water treatment program for your cooling towers. This will include control of scaling, corrosion, pitting, and biological fouling. As part of our service, we will work with your staff to help implement a Legionella Management Program which will help control bacteria growth while also complying with industry due diligence standards, as well as the NYS DOH Regulation and ASHRAE188-2015.

AS5632 is a liquid cooling tower scale and corrosion inhibitor. It is a concentrated single product that is designed for medium-hardness water and uses the latest polymer technology from a variety of chemical manufacturers. It is an environmentally friendly product, as it does not contain chromate, heavy metals, molybdate, nitrites, or zinc compounds.

4391 Walden Avenue • Phone: 716-681-3758 Alt. Phone: 800-688-3758 • Fax: 716-681-3979 • Website: www.misofamerica.com



We are a Service Connected Veteran Owned Business

Attachment: MIS of America (RES-2025-561 : Northtown Center Water Treatment - CRS #5465)

M.I.S. of America, Inc.
Expect the Best

Justeq07 is an oxidizing biocide. It is a proprietary blend of chlorine and bromine and is effective over a larger pH range than other oxidizing biocides. It meets compliance for DOH regulations for use as a disinfectant and decontaminant and, as such, can be used to both prevent and treat Legionella growth. In addition, as an effective bactericide, it is part of our **Legionella Management Program.**

Bellacide 355 is a non-oxidizing biocide plus a dispersant all-in-one. It is the "Swiss Army Knife" of cooling water treatment. It keeps suspended material, both organic and inorganic, in solution, preventing them from adhering to heat transfer surfaces and non-heat transfer surfaces alike. This allows scale/corrosion inhibitors and biocides to be more effective, resulting in a cleaner system and the need for less chemical to achieve the same results. It is also a broad-spectrum biocide to which bacteria cannot develop resistance. As a biodispersant and non-oxidizing biocide, it is also part of your **Legionella Management Program.**

SERVICE

While the chemical treatment is an important part of the contract, service and troubleshooting are equally important. With regular testing and troubleshooting, many of the problems with the treatment program can be addressed before they become larger, more costly incidents.

Your service rep, **Tom Walling,** will provide monthly, on-site testing of the towers. He will provide a copy of the test report and review it with on-site personnel to help identify where changes can be made.

His knowledge of water treatment systems, biology, chemistry, equipment, and the latest industry and state regulations and standards will help you identify places to help improve the efficiency of your towers.

In addition, our laboratory in Lancaster, NY is available for sample analysis and backup testing.

NYS DEC PESTICIDE REPORTING

As part of our service, we will report all of the pesticides used annually in each tower on your behalf.

4391 Walden Avenue • Phone: 716-681-3758 Alt. Phone: 800-688-3758 • Fax: 716-681-3979 • Website: www.misofamerica.com

We are a Service Connected Veteran Owned Business

Attachment: MIS of America (RES-2025-561 : Northtown Center Water Treatment - CRS #5465)

M.I.S. of America, Inc.
Expect the Best

CONTRACT

Our water treatment program will provide monthly service, testing, delivery of chemicals, treatment of two 163-ton cooling tower with an annual makeup of approximately 1,200,000 gallons of water, each with a 400-gallon system volume, and all DEC pesticide reporting for each cooling tower.

The total annual cost for this contract will be: $6,175.00 per year.

This pricing includes chemicals to treat the tower systems April 1st, 2025 through March 31st, 2026, delivery of chemicals to your dock, monthly on-site testing of cooling towers, and DEC pesticide reporting for both towers.

This contract may be invoiced for all in one lump sum, quarterly, or monthly. Please specify how you would like to be invoiced:

Monthly_____ Quarterly__X____ One Lump Sum _____

We look forward to working with you.

Sincerely,

Jerry L. Meyer Jr. CWT
President
M.I.S. of America, Inc.

Approved:
Northtown Ice Center

Signature: _____ Date: _____

Print: _____ PO#: _____

Title: _____

Start Date: ____April 1st, 2025_____ End Date: _March 31st, 2026_____

4391 Walden Avenue • Phone: 716-681-3758 Alt. Phone: 800-688-3758 • Fax: 716-681-3979 • Website: www.misofamerica.com

We are a Service Connected Veteran Owned Business

Attachment: MIS of America (RES-2025-561 : Northtown Center Water Treatment - CRS #5465)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30548 **RESOLUTION 2025-562** **ADOPTED**

Evaluation Services - CRS #5627

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Catalyst Research, LLC for required evaluation services for the town's Drug Free Communities grant, pending successful completion of the contract routing process.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A 7257.4110: up to $10,000.00 (grant funds)

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

THIS AGREEMENT is entered into as of 11/1/2024 by and between Catalyst Research, LLC (the "Consultant") and Amherst Youth and Community Coalition (the "Organization").

IN CONSIDERATION of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged**,** the parties hereto agree as follows:

1. **Term.** Subject to the provisions for termination hereinafter provided, the term of this Agreement shall begin on 11/1/2024 and shall terminate on 9/30/2025, or on completion of the stated work set forth in "Exhibit A," attached. The Organization may cancel the Agreement upon total payment of the compensation then due to the Consultant hereunder.

2. **Duties.** Consultant agrees to hold self available and to render at the request of the Organization from time-to-time Consultant's services to the Organization. Consultant shall render such services conscientiously and shall devote its reasonable efforts and abilities thereto during the Term in such manner as the Organization and the Consultant shall mutually agree. It being acknowledged that Consultant's services shall be on a non-exclusive basis and performed at such times as are convenient to Consultant and the Organization.

3. **Compensation.** Consultant shall receive as compensation for the performance of all services hereunder the maximum sum of ten thousand dollars ($10,000), billable at $150/hr. The Organization shall pay Consultant within thirty (30) days of receipt of Consultant's invoices for services. The Organization shall pay such compensation without deduction, including no deduction for federal income, social security or state income taxes.

4. **Independent Contractor.** It is expressly agreed that Consultant is acting as an independent contractor in performing its services hereunder. The Organization shall carry no workers' compensation insurance or any health or accident insurance to cover Consultant or any of its employees. The Organization shall not pay any contribution to social security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer/employee relationship. Consultant agrees to report and pay any contributions for taxes, unemployment insurance, social security and other benefits for itself and its employees.

5. **Assignment.** This Assignment is personal between the Organization and Consultant, and neither the Organization nor the Consultant may sell, assign, transfer or hypothecate any rights or interests created under this Assignment or delegate any of their duties without the prior written consent of the other, provided the Organization may assign this Agreement to an affiliated organization. Any such assignment or delegation by either party hereunder without written consent shall be void.

6. **Entire Agreement**. This Agreement contains the entire agreement of the parties. It may not be changed orally, but only in writing signed by the party against whom enforcement of any waiver, charge, modification, extension or discharge is sought.

7. **Governing Law.** The validity of this Agreement and the interpretation and performance of all its terms shall be governed by the substantive laws of the State of New York.

8. **Notices.** Any notices required or permitted to be given under the Agreement shall be sufficient if in writing and if sent by personal delivery or by certified mail, return receipt requested, to the party to whom notice should be given at the address set forth below:

Attachment: Amherst.catalyst.contract.2024-2025.FINAL (RES-2025-562 : Evaluation Services - CRS #5627)

Organization:
Brian Kulpa
Town Supervisor
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Consultant:
Meghan Guinnee
President
Catalyst Research, LLC
25 Bloomfield Ave
Depew, NY 14043

Notice shall be deemed effective upon receipt, if made by personal delivery, or upon deposit in the United States Mail.

ORGANIZATION: _____

Date: _____

Name: _____

Title: _____

Signature: _____

CONSULTANT: __Catalyst Research, LLC_____

Date: _____

Name: ___Meghan Guinnee_____

Title: ___President_____

Signature: _____

Attachment: Amherst.catalyst.contract.2024-2025.FINAL (RES-2025-562 : Evaluation Services - CRS #5627)

Exhibit A - Consulting Agreement Summary

A. NAME OF PROJECT:
DFC Program - External Evaluation

B. ORGANIZATION:
Amherst Youth and Community Coalition

C. CONSULTANT:
Catalyst Research, LLC

D. PROJECT SUMMARY:
Catalyst Research, LLC will perform external evaluation services as described below.

E. SCOPE OF WORK TO BE PERFORMED:
****IMPORTANT NOTE** - The maximum budget for this contract is ten thousand dollars, billable at one hundred and fifty dollars per hour ($150/hr). The 67 hours covered by this contract will be used to address the following items. When 67 hours of work have been completed by the Consultant, this contract will be complete.**

Primary Tasks

- Development of a timeline for deliverables, communication, and information/data submission
- Co-chair Evaluation Committee
- Analysis, reporting, and dissemination of results of the DAP survey (administered in Spring 2025)
- Analyze and report on 40 years of Search Institute survey data
- Assist in engaging the Amherst Town Board and Amherst Police Department in the evaluation of the use of the existing Social Host Ordinance and offer support to help facilitate implementation
- Work with the Media Committee to develop and implement instruments and approaches to measure media campaign reach and effectiveness
- Other evaluation and reporting tasks, as agreed upon by the project director and Catalyst Research

F. COMPENSATION AND PAYMENT SCHEDULE:
The compensation for this project is a maximum of ten thousand dollars ($10,000), billable at $150/hr. An invoice for the previous month's work will be sent on the first of each month, with payment due within 30 days.

G. TERM OF CONTRACT:
Beginning 11/1/2024 and ending no later than 9/30/2025

H. **ADDITIONAL NOTES:**

- All data and information for DFC Me and/or other deliverables must be provided at least two weeks in advance
- Requests for work not outlined in the deliverables timeline (which will be co-developed by the Organization and Consultant, see "Primary Tasks" in Exhibit A), must be made in writing (e.g.,

Attachment: Amherst.catalyst.contract.2024-2025.FINAL (RES-2025-562 : Evaluation Services - CRS #5627)

email) at minimum two weeks prior to due date

Attachment: Amherst.catalyst.contract.2024-2025.FINAL (RES-2025-562 : Evaluation Services - CRS #5627)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Clerk
DOC ID: 30529

COMMUNICATION 2025-53 **APPROVED**

Request for Public Hearing - 46-84 South Linden Street

Request from Jeffery Palumbo, Esq. for a public hearing with respect to rezone 46-84 South Linden Street from R-3 to MFR-5.

This hearing has been scheduled for July 21st.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

Block, Longo, LaMarca
& Brzezinski, P.C.
ATTORNEYS | SINCE 1933
9276 MAIN STREET, CLARENCE, NY 14031
OFFICE: (716) 883-4967

WWW.BLOCKANDLONGO.COM

PARTNERS:

MARK J. LONGO, ESQ. — PRESIDENT/CEO
JOY LAMARCA, ESQ. — VICE PRESIDENT
KEVIN E. BRZEZINSKI, ESQ. — VICE PRESIDENT
JAMI DURANTE ROGOWSKI, ESQ.
GEORGE R. SLINGERLAND, ESQ.
BRITTNAY M. MCAVOY, ESQ.
GARY KANELLIS, ESQ.
EMMA RABIDEAU, ESQ.
CHARLES SANTOLI, ESQ.
JENNIFER A. HURLEY, ESQ.,
NICHOLAS J. INGRASSIA, ESQ.

CLARENCE OFFICE:

JEFFERY D. PALUMBO, ESQ., SPECIAL COUNSEL
CHRISTOPHER A. CARDILLO, ESQ., SPECIAL COUNSEL
TRACY A. MURRAY, PARALEGAL
ERIKA L. HOLLIS, PARALEGAL

May 16, 2025

Francina J. Spoth, Town Clerk
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 46-84 South Linden Street

Dear Ms. Spoth:

On May 15, 2015, the Planning Board recommended approval of the above referenced rezoning. Kindly place this matter on the Town Board's agenda to schedule a public hearing on the proposed rezoning.

Should you require anything additional to facilitate my request, please do not hesitate to contact me. Thank you in advance.

Very truly yours,

BLOCK, LONGO, LAMARCA & BRZEZINSKI, P.C.

Jeffery D. Palumbo

JDP/tam
cc: Supervisor Brian Kulpa
John Militello

Attachment: request 46-84 South Linden (COM-2025-53 : Request for Public Hearing - 46-84 South Linden Street)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Clerk
DOC ID: 30520

COMMUNICATION 2025-54 **APPROVED**

Getzville Fire Company - Fee Waiver Request

Request from Getzville Fire Company for building permit fee waivers related to an upcoming station renovation. The Building Commissioner response is attached.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

Getzville Fire Company, Inc.
PO Box 111 Getzville, New York 14068-0111
(716) 688-0116 Ext. #2310
Travis J Smith – President
E-mail: TSmith@GetzvilleFire.Com

To: Town of Amherst Board
5583 Main St
Williamsville, NY 14221

Subject: Permit Fee Waiver

Esteemed Directors,

On behalf of the Getzville Fire Company, Incorporated, I am requesting a building permit fee waivers for all required permits required for our upcoming station renovation planned for 2024-2025 at 630 Dodge Rd Getzville, NY 14068.

Please note, this project is to be completed within the existing footprint of our current building and is only intended to repair and modernize our utilities and facilities.

Sincerely,

Travis J Smith
President
Getzville Fire Company, Inc.

Attachment: getzville fire company (COM-2025-54 : Getzville Fire Company - Fee Waiver Request)

TOWN OF AMHERST
BUILDING DEPARTMENT
ERIE COUNTY, NEW YORK
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 29, 2025

TO: Town Board

FROM: Mark S. Berke, P.E., Commissioner of Building

RE: Request for Waiver of Building Permit Fee for Getzville Fire Company, Inc

In response to the letter received May 28, 2025, from Travis J. Smith, President of the Getzville Fire Company, Inc. regarding Fire Station renovations planned at 630 Dodge Rd. in Getzville, this memo serves to recommend approval of this request to waive the fee associated with a building permit.

Please contact me if you have any questions regarding this matter.

Mark S. Berke, P.E.
Commissioner of Building

CC: Doug Gesel, Supervising Code Enforcement Officer
Francina J. Spoth, Town Clerk

Attachment: getzville fire company (COM-2025-54 : Getzville Fire Company - Fee Waiver Request)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Clerk
DOC ID: 30521

COMMUNICATION 2025-55 **APPROVED**

Newman Center Request for Fee Waiver

Request from the Newman Center seeking a waiver of the tent permit fee for their 49th annual Chicken Barbecue on Sunday, August 10, 2025.

Response from the Building Commissioner is attached.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

CENTERING OUR COMMUNITY

NEWMAN CENTER - UB NORTH CAMPUS

MAY 23 2025 PM2:

May 15, 2025

Francina Spoth, Town Clerk
Amherst Town Hall
5583 Main Street
Williamsville, New York 14221

Dear Ms. Spoth,

The Newman Center at UB North Campus is holding its 49th annual Chicken dinner on Sunday, August 10th, 2025. We are requesting the $150 tent permit fee to be waived for our nonprofit community. Please send the voucher to the attention of John Blersch, who oversees all the logistics for the barbeque. Thank you in advance for your attention to our request.

Fr. Daniel Serbicki
Family 36 Pastor

Newman Center UB North

Catholic Campus Ministry since 1937
495 Skinnersville Road, Amherst, NY 14228
716.636.7495 • Fax 716.568.0692

Attachment: newman center (COM-2025-55 : Newman Center Request for Fee Waiver)

TOWN OF AMHERST

BUILDING DEPARTMENT

ERIE COUNTY, NEW YORK

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 29, 2025

TO: Town Board

FROM: Mark S. Berke, P.E., Commissioner of Building

RE: Request for Waiver of Fire Prevention Permit Fee for 48th Annual Chicken Barbecue at the Newman Center, UB North Campus

In response to the letter received May 23, 2025, from Fr. Daniel Serbicki, Family 36 Pastor of the Newman Center UB North regarding a Chicken Dinner to be held on August 10, 2025 at the Newman Center, UB North Campus, this memo serves to recommend approval of this request to waive the fee associated with a fire prevention permit.

Please contact me if you have any questions regarding this matter.

Mark S. Berke, P.E.
Commissioner of Building

CC: Bryan Parnell, Sr. Fire Inspector
Francina J. Spoth, Town Clerk

Attachment: newman center (COM-2025-55 : Newman Center Request for Fee Waiver)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Clerk
DOC ID: 30544

COMMUNICATION 2025-56 **REFERRED**

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

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

6/9/2025
A motion to refer to the Town Attorney and to request a resolution to be placed on next Town Board agenda was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

June 4, 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 to follow up on my most recent letter dated May 20th that was discussed during the work session meeting of the Town Board on May 27th for the purpose of requesting that the Town Board adopt the draft resolutions attached as Exhibit "1" during its upcoming meeting on Monday, June 9th for the purpose of consenting to the formation of both the "Sawyer's Landing Sewage Works Corporation" and "Sawyer's Landing Water Works Corporation" in connection with proposed residential lots on the Project Site 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

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-06-04-25 (COM-2025-56 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

Steve Bengart, Esq., Town Attorney
Daniel Howard, Planning Director
Scott Marshall, Senior Planner
Brad F. Randaccio, Esq.
Jon Barniak, Carmina Wood Design
Christopher Wood, P.E., Carmina Wood Design
William Severyn

Attachment: Kulpa-Ltr-06-04-25 (COM-2025-56 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

EXHIBIT 1

Attachment: Kulpa-Ltr-06-04-25 (COM-2025-56 : 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.

Attachment: Kulpa-Ltr-06-04-25 (COM-2025-56 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

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 water works corporation, to be known as the Sawyer's Landing Water Works Corporation, to engage in lawful acts or activities relating to water 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-06-04-25 (COM-2025-56 : Correspondence from Sean Hopkins, Esq. - 42-50 Dodge Road)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Clerk
DOC ID: 30551

COMMUNICATION 2025-57 **REFERRED**

Correspondence from Sean Hopkins, Esq - 4780 Sheridan Drive

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

6/9/2025
A motion to refer to the Town Attorney and to request a resolution to be placed on next Town Board agenda was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

June 4, 2025

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Multifamily Project – Preliminary Plat Review [SUB-2025-01]
Location: 4780 Sheridan Drive
Applicant/Project Sponsor: 4780 Sheridan Drive LLC

Dear Supervisor Kulpa:

This letter is being submitted for the purpose of requesting that the Town Board adopt the draft resolutions attached as Exhibit "1" during its upcoming meeting on Monday, June 9th for the purpose of consenting to the formation of both the "4780 Sheridan Drive Sewage Works Corporation" and "4780 Sheridan Drive Water Works Corporation" in connection with proposed residential lots to be located at 4780 Sheridan Drive that will consist of two-family townhomes for sale that will be serviced by privately owned infrastructure.

Please feel free to contact me at 716.510-4338 or via e-mail at shopkins@hsmlegal.com if you have any questions.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Jeff Burroughs, P.E., Town Engineer
Steve Bengart, Esq., Town Attorney
Daniel Howard, Planning Director
Scott Marshall, Senior Planner
Gary Palumbo, Associate Planner
Andrew Romanowski, 4780 Sheridan Drive LLC
Robert Savarino, 4780 Sheridan Drive LLC
Patrick Sheedy Jr., P.E., Carmina Wood Design

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-06-04-25 (COM-2025-57 : Correspondence from Sean Hopkins, Esq - 4780 Sheridan Drive)

EXHIBIT 1

Attachment: Kulpa-Ltr-06-04-25 (COM-2025-57 : Correspondence from Sean Hopkins, Esq - 4780 Sheridan Drive)

CONSENT TO FORMATION OF 4780 SHERIDAN DRIVE SEWAGE WORKS CORPORATION

WHEREAS, Sean Hopkins, Esq., 35 California Road, Suite 100, Williamsville, NY, 14221, is forming a sewage works corporation to be named 4780 Sheridan Drive 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 multifamily project to be located at 4780 Sheridan Drive, 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 4780 Sheridan Drive 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 4780 Sheridan Drive Sewage Works Corporation, to engage in lawful acts or activities relating to sanitary sewer service for a proposed multifamily project to be located at 4780 Sheridan Drive, which are allowed under Article 10 – Section 115 of NY Transportation Corporations Law.

Attachment: Kulpa-Ltr-06-04-25 (COM-2025-57 : Correspondence from Sean Hopkins, Esq - 4780 Sheridan Drive)

CONSENT TO FORMATION OF 4780 SHERIDAN DRIVE WATER WORKS CORPORATION

WHEREAS, Sean Hopkins, Esq., 35 California Drive, Suite 100, Williamsville, NY 14221, is forming a water works corporation to be named 4780 Sheridan Drive 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 multifamily project to be located at 4780 Sheridan Drive, for which a water 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 4780 Sheridan Drive 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 water works corporation, to be known as the 4780 Sheridan Drive Water Works Corporation, to engage in lawful acts or activities relating to sanitary sewer service for a multifamily project to be located at 4780 Sheridan Drive, which are allowed under Article 10 – Section 40 of NY Transportation Corporations Law.

Attachment: Kulpa-Ltr-06-04-25 (COM-2025-57 : Correspondence from Sean Hopkins, Esq - 4780 Sheridan Drive)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Clerk
DOC ID: 30519

COMMUNICATION 2025-58 **REFERRED**

Notice of Claim: the Cincinnati Insurance Companies A/S/O Sherry Frost Vs. Town of Amherst

6/9/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

THE CINCINNATI INSURANCE COMPANIES

The Cincinnati Insurance Company | The Cincinnati Indemnity Company
The Cincinnati Casualty Company | The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

05/13/2025

Town of Amherst Police
500 JOHN JAMES AUDUBON PKWY
AMHERST NY 14228-1131

RECEIVED
MAY 21 2025
TOWN ATTORNEY

RE:

Our Insured	: Sherry Frost
Our Claim No	: 4422113
Loss Date	: 12/16/2024
SubCl	: 001
Recov Type	: SR
BP #	: 6549114

Dear Town of Amherst Police,

We have determined through our investigation you are liable for the direct and indirect damages incurred by our insured. At this time, we have paid $8,168.67 as directly related to this loss.

We are enclosing documentation supporting this demand. Please direct your payment for **$8,168.67 to The Cincinnati Insurance Company, PO Box 635027, Cincinnati, OH 45263-5027** and include this letter or a copy as remittance to ensure your payment is properly credited.

If you have insurance, please send this request for payment to your Insurance provider and request they contact the undersigned.

Feel free to contact the undersigned if you would like to discuss further.

Kind Regards,

Bob Lozo
The Cincinnati Insurance Companies

MAY 29 2025 PM2:20

Mailing Address: PO Box 1098 / Getzville NY 14068-1098
bob_lozo@cinfin.com | (716) 636-1688; (888) 631 1808 fax

RECEIVED
MAY 19 2025
AMHERST POLICE DEPT.

Attachment: DOC053025-053020251028 48 (COM-2025-58 : Notice of Claim: the Cincinnati Insurance Companies A/S/O Sherry Frost Vs. Town of

THE CINCINNATI INSURANCE COMPANIES

The Cincinnati Insurance Company | The Cincinnati Indemnity Company
The Cincinnati Casualty Company | The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

Subclaim	Payee/Payer	Gross Amount	Deductible	Salvage	Recovery	Posting Date	Payment Reason
170 Sherry Frost	Gabes Collision East	$5,543.97	$-500.00	0.00	0.00	01/29/2025	Auto Body Repair
170 Sherry Frost	Gabes Collision East	$500.00	0.00	0.00	0.00	01/29/2025	Auto Body Repair
170 Sherry Frost	Gabes Collision East	$1,056.29	0.00	0.00	0.00	01/31/2025	Auto Repair - Supplemental
170 Sherry Frost	Gabes Collision East	$59.71	0.00	0.00	0.00	02/17/2025	Auto Repair - Supplemental
170 Sherry Frost	Gabes Collision East	$550.21	0.00	0.00	0.00	03/04/2025	Auto Repair - Supplemental
146 Sherry Frost	ENTERPRISE HOLDINGS INC	$458.49	0.00	0.00	0.00	02/10/2025	Auto Rental

Mailing Address: PO Box 1098 / Getzville NY 14068-1098
bob_lozo@cinfin.com | (716) 636-1688; (888) 631 1808 fax

Attachment: DOC053025-05302025102848 (COM-2025-58 : Notice of Claim: the Cincinnati Insurance Companies A/S/O Sherry Frost Vs. Town of

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Clerk
DOC ID: 30524

COMMUNICATION 2025-59 **REFERRED**

Notice of Claim: Shantae Favors Vs. Town of Amherst Et Al.

6/9/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

MAY 30 2025 PM2:5

SHANTAE FAVORS

Claimant,

NOTICE OF CLAIM

-against-

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

AMHERST ANIMAL CONTROL
500 John James Audubon Parkway
Amherst, New York 14228

AMHERST POLICE DEPARTMENT
500 John James Audubon Parkway
Amherst, New York 14228

Respondents.

PLEASE TAKE NOTICE, that Claimant, SHANTAE FAVORS, hereby intends to file a claim against Respondents, TOWN OF AMHERST, AMHERST ANIMAL CONTROL, and AMHERST POLICE DEPARTMENT, (hereinafter collectively referred to as "Respondents"), and in support of said claim states the following:

1. Claimant's address and post office address is

2. Claimant's attorneys are Andrews, Bernstein, & Maranto, PLLC, 420 Franklin Street, Buffalo, New York 14202; (716) 842-2200.

3. The claim arose as follows: On or about May 20, 2025, at approximately 9:13 a.m., Claimant was involved in a motor vehicle collision involving a vehicle owned by Respondents and

Attachment: DOC060225-06022025095454 (COM-2025-59 : Notice of Claim: Shantae Favors Vs. Town of Amherst Et Al.)

operated by Cynthia M. Griffin, who, upon information and belief, is an agent, servant, and/or employee of one or more Respondents. This collision occurred at or near the intersection of North Forest Road and Wiltshire Road in the Town of Amherst and State of New York. A copy of the Police Accident Report is attached hereto as **Exhibit A**.

4. This incident was caused by the negligence, carelessness, and recklessness of Respondents, through their agents, servants, and/or employees as follows:

a. Failing to abide by the applicable sections of the New York Vehicle and Traffic Law;

b. Failing to use reasonable care in operating, controlling, and directing a motor vehicle on public roadways;

c. Failing to perceive, recognize, mitigate, and eliminate the risk and likelihood of harm and danger presented by proceeding into the subject intersection;

d. Entering the subject intersection when it was unsafe to do so;

e. Failing to take proper evasive action in the controlling, operating, and directing of said motor vehicle so as to avoid collision with other vehicles on the public roadways;

f. Failing to see what was there to be seen;

g. Filing to abide by traffic control devices; and,

h. Respondents, their agents, servants, and/or employees were otherwise negligent.

Attachment: DOC060225-06022025095454 (COM-2025-59 : Notice of Claim: Shantae Favors Vs. Town of Amherst Et Al.)

5. By virtue of the negligence, carelessness, and recklessness of Respondents, their agents, servants, and/or employees, Claimant was caused to suffer serious, significant, and permanent injuries, including but not limited to, injuries to her shoulders, back, and legs.

6. Claimant also suffered other injuries and complications as yet to be determined as a result of this collision. Claimant sustained damages in an amount which cannot be reasonably calculated at this time.

7. Claimant has also sustained property damage to her vehicle in an amount as yet to be determined.

8. This claim is for personal injuries, conscious physical and emotional pain and suffering, property damage, medical expenses, and consequential damages.

9. By virtue of the negligence, carelessness, and recklessness of Respondents, Claimant has also incurred hospital and medical expenses, and other necessary related expenses, the amount of which is undetermined to date.

WHEREFORE, Claimant requests that Respondents timely accept, adjust, and resolve Claimant's claim for injuries.

DATED: Buffalo, New York
May 28, 2025

By: _____

Steven J. Schrader, Esq.
ANDREWS, BERNSTEIN & MARANTO, PLLC
Attorneys for Claimant
420 Franklin Street
Buffalo, New York 14202
(716) 842-2200

Attachment: DOC060225-06022025095454 (COM-2025-59 : Notice of Claim: Shantae Favors Vs. Town of Amherst Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Clerk
DOC ID: 30518

COMMUNICATION 2025-60 **REFERRED**

Notice of Petition & Verified Petition: Marc Digiore Vs. Town of Amherst Zoning Board of Appeals

6/9/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

MARC DIGIORE

Petitioner,

For a Judgment Pursuant to Article 78
of the Civil Practice Law and Rules

-against-

TOWN OF AMHERST ZONING BOARD OF APPEALS
5583 Main Street
Williamsville, New York 14221

RAS DEVELOPMENT I, LLC
4758 North French Road
East Amherst, New York 14051

Respondents.

VERIFIED PETITION

Index No. _____

Petitioner MARC DIGIORE, by and through his attorneys THE KNOER GROUP, PLLC, for his verified petition pursuant to Article 78 of the Civil Practice Law and Rules ("CPLR"), respectfully alleges as follows:

PARTIES

1. Petitioner MARC DIGIORE ("Petitioner" or "DiGiore") is an individual residing in Amherst, New York.

2. Petitioner is the owner of real property located at

MAY 29 2025 PM2:15

Attachment: DOC053025-053020250956620 (COM-2025-60 : Notice of Petition & Verified Petition: Marc Digiore Vs. Town of Amherst Zoning

3. Respondent TOWN OF AMHERST ZONING BOARD OF APPEALS ("ZBA") is a municipal board vested with the power to grant or deny variance requests affecting property in the Town of Amherst.

4. Respondent RAS DEVELOPMENT I, LLC ("RAS" or "Applicant") is a Limited Liability Company formed under the Laws of New York State with an office at 4758 North French Road, East Amherst, New York 14051.

5. Upon information and belief, RAS DEVELOPMENT I, LLC controls real property located at 4795 Sheridan Drive, Amherst, New York 1422 1 pursuant to a contract.

JURISDICTION AND VENUE

6. This Court has jurisdiction pursuant to CPLR 506(b) and 7804(b) and Town Law § 274-a and § 274-b.

7. Venue in the County of Erie is proper pursuant to CPLR 506(b) because it is the county in which Respondent Town of Amherst Zoning Board of Appeals made the determination complained of and the county in which the real property subject to the variance denial is located.

STATEMENT OF FACTS

8. Petitioner is the owner of real property located at 4785 Sheridan Drive, Amherst, New York 14221.

9. Applicant controls real property located at 4795 Sheridan Drive, Amherst, New York 14221 ("the Project Site") directly adjacent to Petitioner's property.

10. The Project Site is zoned MFR-5 under the Town of Amherst zoning ordinance. [Ex. 1 p. 2]

11. In May of 2024 the Applicant applied for four variances at the project site ("the Original Variances").

Attachment: DOC053025-053020250956 20 (COM-2025-60 : Notice of Petition & Verified Petition: Marc Digiore Vs. Town of Amherst Zoning

12. The Applicant's request for variances was heard at four meetings of the ZBA between May 2024 and September 2024.

13. Between the initial application in May 2024 and September 2024 the project proposal underwent various changes to the size and location of proposed buildings.

14. On September 17, 2024, the ZBA issued a Negative Declaration under SEQR and approved the Original Variances.

15. The September 17, 2024 Negative Declaration and variance approvals have been challenged by Petitioner and are the subject of an Article 78 petition presently pending before Hon. Edward Pace, J.S.C. [Index No. 816302/2024].

16. On September 19, 2024 Applicant filed an Area Variance Application seeking an additional variance for the project, permitting a side yard setback on the east side of the property to be less than required by Town Code § 203-3-15-5A(4) ("the Additional Variance"). [Ex. 1].

17. The application for the Additional Variance was prepared prior to the September 17, 2024 ZBA meeting at which the ZBA issued its Negative Declaration and approved the Original Variances; the unsigned Disclosure Affidavit section of the Area Variance Application is dated September 16, 2024 and the site drawings submitted as part of the application are dated September 16, 2024. [Ex. 1 p. 4, 28-30].

18. The Additional Variance was required because the Applicant had made another change to the project site, repositioning the location of the proposed buildings on the site.

19. As a result of that change, one of the proposed buildings would be placed within 100 feet of the bank of Ellicott Creek. [Ex. 1 p. 29-30; Ex. 2 p. 14]

Attachment: DOC053025-053020250956620 (COM-2025-60 : Notice of Petition & Verified Petition: Marc Digiore Vs. Town of Amherst Zoning

20. Pursuant to Town of Amherst Code, in addition to the Type I actions enumerated in 6 N.Y.C.R.R. § 617.4, actions within 100 feet of the water's edge of a flowing watercourse are deemed likely to have a significant effect on the environment. [Town Code § 104-3].

21. As a result, the Additional Variance request must be treated as a Type I action under SEQR.

22. Counsel for Petitioner spoke at the November 19, 2024 ZBA meeting and raised the issue of the building's proximity to Ellicott Creek with citation to Town Code § 104-3.

23. At the next meeting of the ZBA on January 14, 2025 the Applicant acknowledged that the action was a Type I action under SEQR.

24. Applicant's counsel noted that the time period for other involved agencies to respond to the ZBA's Lead Agency letter under SEQR had not yet expired and suggested that the ZBA not take any action on the variance request or SEQR until its next meeting.

25. Counsel for Petitioner also spoke at the January 14, 2025 meeting and raised concerns about the sufficiency of supporting documentation provided by the Applicant.

26. Counsel for Petitioner spoke at the February 18, 2025 meeting of the ZBA, responding to comments by the Applicant's counsel about traffic impacts, readdressing the lack of sufficient supporting documentation including the reliance on an outdated geotechnical report and the failure to submit any actual plans for drainage systems or pollution prevention and reiterating the importance of those concerns based on the proximity of the building to the creek.

27. Counsel for Petitioner argued that the applicant had not provided the ZBA with sufficient information for it to conclude that there were not potentially significant adverse environmental impacts posed by the project, and that the ZBA should issue a Positive

Attachment: DOC053025-053020250956620 (COM-2025-60 : Notice of Petition & Verified Petition: Marc Digiore Vs. Town of Amherst Zoning

Declaration under SEQR to require further information and analysis of the potential environmental impacts.

28. The ZBA voted to close the public hearing on February 18, 2025 but did not take any further action.

The "Amended" SEQR Determination

29. On March 18, 2025 the ZBA voted to issue an "amended" SEQR determination, purporting to amend the SEQR determination issued with regard to the Original Variances on September 17, 2024. [Ex. 2 p. 3, 5-10]

30. The "amended" SEQR determination was not signed by the Chairperson of the ZBA until April 7, 2025. [Ex. 2 p. 10].

31. The "amended" SEQR determination acknowledged that the action was a Type I action under SEQR. [Ex. 2 p. 5].

32. The ZBA was not permitted to issue an "amended" SEQR determination for the Additional Variance.

33. Under 6 N.Y.C.R.R. § 617.7 a lead agency may amend a negative declaration under certain circumstances only prior to the decision to approve an action. [6 N.Y.C.R.R. § 617.7(e)(1)].

34. Because the ZBA had already approved the Original Variances in September 2024, it had no authority to "amend" the Negative Declaration issued in September 2024.

35. Further, the ZBA treated the Original Variances as an "unlisted" action under SEQR, while the Additional Variance was required to be treated as a Type I action and thus subject to different procedural requirements.

Attachment: DOC053025-053020250956620 (COM-2025-60 : Notice of Petition & Verified Petition: Marc Digiore Vs. Town of Amherst Zoning

36. When issuing a Negative Declaration for a Type I action, a lead agency is required to publish a Notice of that Negative Declaration in the Environmental Notice Bulletin. [6 N.Y.C.R.R. § 617.12(c)(1)].

37. As of May 6, 2025, the "Amended" Negative Declaration approved by the ZBA at the March 15, 2025 meeting and signed by the Chairperson on April 7, 2025 has not been published in the Environmental Notice Bulletin. [https://dec.ny.gov/news/environmental-notice-bulletin, last accessed May 6, 2025].

The SEQR Declaration Failed to Address Environmental Impacts

38. Petitioner's property is located directly east of the project site.

39. Ellicott Creek runs from west to east behind the project site and Petitioner's property, placing Petitioner downstream from the project site.

40. Petitioner has serious concerns about the project's potential impacts on Ellicott Creek and resulting impacts on his property, as well as direct impacts from the project affecting his property, including but not limited to construction runoff, stormwater discharge, effects on groundwater, and impacts to drainage.

41. The ZBA failed to properly address these concerns before making its determination under SEQR and issuing the variances.

42. Rather than address these issues itself, the ZBA chose to defer the actual determination of potential impacts to the assertions of the Applicant's engineer and the future decisions of other agencies.

43. The ZBA's determination asserts that the action is not expected to cause a substantial adverse change in ground or surface water quality or quantity; a substantial increase in the potential for erosion, flooding, leaching or drainage problems; any significant adverse

Attachment: DOC053025-05302025095620 (COM-2025-60 : Notice of Petition & Verified Petition: Marc Digiore Vs. Town of Amherst Zoning

impacts to the floodplain or regulated 100 yr. floodway; any adverse impact to Ellicott Creek or nearby properties; any potentially significant drainage impacts; or any erosion, flooding or drainage problem during construction. [Ex. 2 p. 6-7].

44. Those assertions were not based on the ZBA's review of any actual plans for drainage or stormwater pollution prevention. No such plans were submitted by the Applicant to the ZBA in support of its application.

45. The ZBA relied only upon letters from the Applicant's engineer claiming that the stormwater management system would comply with NYSDEC and Town standards, that the disturbance of the 100 year flood plain would not result in adverse impacts to Ellicott Creek or nearby properties. [Ex. 2 p. 6-7]

46. The ZBA further based its determination on the expectation that future actions by the Town Engineering Department, Town Flood Plain Manager, and Town Planning Board would ensure that no significant adverse impacts would occur. [Ex. 2 p. 6-7].

47. It is not appropriate for the ZBA as lead agency under SEQR to defer the actual determination that no significant adverse impacts would occur to other agencies subsequent to the ZBA's issuance of a negative declaration.

48. Because the ZBA improperly delegated its authority, the Negative Declaration should be annulled or vacated and the grant of the Additional Variance should also be annulled or vacated as arbitrary and capricious, an abuse of discretion, or having been made in violation of lawful procedure.

49. The ZBA's "Amended" SEQR Determination also included a finding that the action would not result in any potentially significant adverse traffic impacts. [Ex. 2 p. 9]

Attachment: DOC053025-053020250956 20 (COM-2025-60 : Notice of Petition & Verified Petition: Marc Digiore Vs. Town of Amherst Zoning

50. The ZBA based that determination only upon a trip generation analysis letter from Passero Engineering and Architecture, which had been submitted previously in support of the Original Variances, finding that the project would "produce less than 30 trips." [Ex. 2 p. 9]

51. Petitioner had previously argued to the ZBA, and is arguing in the pending Article 78 proceeding challenging the Original Variances, that the trip generation analysis letter was not sufficient because it failed to address the other factors referenced in the DEC's guidance documents, including the existing high traffic volume on Sheridan Drive and the proximity of the proposed access point to other driveways and intersections in the immediate vicinity. [https://dec.ny.gov/regulatory/permits-licenses/seqr/eaf-workbooks/part-1-project-and-setting/qd2-project-operations, last visited May 6, 2025].

52. Because the ZBA continued to rely upon only the trip generation analysis letter and did not consider the existing traffic volume or proximity to other driveways and intersections, the ZBA continued to fail to give the necessary "hard look" and the determination under SEQR and the grant of the variance should be vacated or annulled.

Alternatively, the Determination under SEQR was a Conditioned Negative Declaration

53. Should it be found that the ZBA did not improperly delegate its authority, then at best the ZBA's SEQR declaration should be considered not a Negative Declaration, but a Conditioned Negative Declaration.

54. The reasoning of the ZBA included in its SEQR declaration implicitly acknowledges the potential for significant adverse environmental impacts inasmuch as it acknowledges the need for submission and subsequent approval of engineering plans to demonstrate compliance with drainage standards and Storm Water Pollution Prevention Plan.

Attachment: DOC053025-05302025095620 (COM-2025-60 : Notice of Petition & Verified Petition: Marc Digiore Vs. Town of Amherst Zoning

55. The ZBA's determination that the action would not result in potentially significant adverse environmental impacts is clearly conditioned upon the development and approval of plans for addressing drainage and stormwater pollution concerns.

56. Because the ZBA determined that the action was a Type I action under SEQR, it was not permitted to issue a Conditioned Negative Declaration; a Conditioned Negative Declaration may only be issued for Unlisted actions. 6 N.Y.C.R.R. § 617.7(d).

57. Because the ZBA was not permitted by law to issue a Conditioned Negative Declaration for this action, the ZBA's SEQR determination and the grant of the Additional Variance must be annulled or vacated.

The Findings of Fact in Support of Granting the Additional Variance

58. By law when faced with a request for an area variance the ZBA must consider a number of factors, including "whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance" and "whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions of the neighborhood or district." [Town Law § 267-b(3)(b)].

59. The ZBA determined that granting the Additional Variance would not create an undesirable change in the character of the neighborhood or a detriment to nearby properties, or have any adverse effects or impacts on physical or environmental conditions in the neighborhood. [Ex. 2 p. 17-19]

60. The ZBA's findings with regard to any detriment to nearby properties make no reference to the concerns raised by Petitioner about drainage or pollution or other impacts on Ellicott Creek which runs behind both the project site and his property, focusing only on the

Attachment: DOC053025-05302025095620 (COM-2025-60 : Notice of Petition & Verified Petition: Marc Digiore Vs. Town of Amherst Zoning

aesthetics of the proposed building and the proximity of the building to Petitioner's property line. [Ex. 2 p. 17-19].

61. The ZBA's findings with regard to adverse effects or impacts on physical or environmental conditions rely on the "Amended" Negative Declaration and repeat substantially the same basis, that any issues related to stormwater management or the flood plain would be resolved by submission of engineering plans to the Planning Board in the future. [Ex. 2 p. 17-19].

62. Just as with SEQR it is inappropriate for the ZBA to delegate its authority and responsibilities under Town Law to the future actions of other agencies.

63. The ZBA's decision to grant the Additional Variance should be vacated or annulled as arbitrary and capricious and an abuse of discretion.

Violation of Public Officers Law

64. Public Officers Law § 103(e) requires that an agency make available to the public any records which are scheduled to be the subject of discussion by a public body during an open meeting. NY Pub. Off. § 103(e).

65. Where the agency in which a public body functions maintains a regularly and routinely updated website and utilizes a high speed internet connection, such records shall be posted on the website to the extent practicable at least 24 hours prior to the meeting. Id.

66. The ZBA maintains a regularly and routinely updated website and upon information and belief utilizes a high speed internet connection. [https://www.amherst.ny.us/content/bandc.php?board_id=brds_33, last accessed May 6, 2025].

Attachment: DOC053025-053020250956620 (COM-2025-60 : Notice of Petition & Verified Petition: Marc Digiore Vs. Town of Amherst Zoning

67. The ZBA regularly posts an "Agenda Packet" on its website prior to its scheduled meetings, containing an agenda, draft resolutions, and occasionally copies of applications and supporting documents.

68. The ZBA discussed the Additional Variance at its October and November 2024 and January, February, and March 2025 meetings.

69. The ZBA's Findings of Fact in support of granting the Additional Variance references items received in support and opposition of the Additional Variance and from other involved agencies under SEQR in October, November, and December of 2024 and in January 2025. [Ex. 2 p. 12-14].

70. At no time between the receipt of the Additional Variance application in September 2024 and the decision to issue a Negative Declaration and grant the variances on March 18, 2025 did the ZBA post a copy of the Additional Variance application, any supporting documents, or any other documents received by the ZBA between the September 2024 application and the March 2025 decision.

71. The ZBA's failure to follow lawful procedure as required by Open Meetings Law deprived the public of the opportunity to review these documents and offer comments on those documents at the required public hearings on both SEQR and the Additional Variance itself.

72. Petitioner, through his counsel, made a FOIL request subsequent to the ZBA's issuance of its SEQR determination and the grant of the Additional Variance for copies of all documents received by the ZBA in connection with the Project.

73. Petitioner's counsel was advised that the ZBA had not received any documents other than those which had been posted online.

Attachment: DOC053025-053020250956 20 (COM-2025-60 : Notice of Petition & Verified Petition: Marc Digiore Vs. Town of Amherst Zoning

74. Petitioner's counsel sent a follow up correspondence by email advising that no documents related to the Project had been posted online by the ZBA since before the September 2024 ZBA meeting and specifically noting the various documents referenced in the ZBA's findings which had not been made available online.

75. The ZBA did not provide copies of those documents or otherwise respond to Petitioner's counsel prior to the expiration of the statute of limitations for bringing this Petition.

76. Because the ZBA failed to follow lawful procedure, both the Negative Declaration and the grant of the Additional Variance should be annulled or vacated.

77. Petitioner's counsel took diligent efforts to obtain copies of relevant documents, including by reviewing the ZBA website, submitting a FOIL request, and making a request to the Town Attorney

78. Because Petitioner has not been able to obtain copies of documents in the ZBA's possession related to the Additional Variance application and SEQR review, Petitioner is unable to confirm that the ZBA followed all procedural requirements, including notification to all involved agencies of the ZBA's SEQR review and intent to act as Lead Agency, referral to the County Planning Board pursuant to General Municipal Law § 239-M, and completion of Part 2 and Part 3 of the Environmental Assessment Form.

79. Upon information and belief, based upon Petitioner's investigation through his counsel, the ZBA failed to provide proper Lead Agency notification to all involved agencies, failed to make the required referral to the County Planning Board, and failed to complete Part 2

Attachment: DOC053025-05302025095620 (COM-2025-60 : Notice of Petition & Verified Petition: Marc Digiore Vs. Town of Amherst Zoning

and Part 3 of the Environmental Assessment Form, and the SEQR determination and grant of the Additional Variance should be vacated or annulled for failure to follow lawful procedure.[1]

PRAYER FOR RELIEF

WHEREFORE, Petitioner respectfully requests that a judgment be entered herein as follows:

A. Vacating or annulling the determination of the Town of Amherst ZBA under the State Environmental Quality Review Act;

B. Vacating or annulling the determination of the Town of Amherst ZBA to grant the requested variance;

C. Awarding Petitioner counsel fees and expenses under CPLR Article 86; and

D. Granting such other and further relief as the Court deems just and proper.

Dated: Buffalo, New York
May 6, 2025

Respectfully Submitted,

s/Colin M. Knoer

Colin M. Knoer, Esq.
The Knoer Group, PLLC
Attorneys for Petitioner
424 Main Street, Suite 1820
Buffalo, New York 14202
(716) 332-0032
cknoer@knoergroup.com

[1] Should the Certified Record show that the ZBA did comply with General Municipal Law § 239-M and 6 N.Y.C.R.R. § 617.6, Petitioner will withdraw this assertion.

Attachment: DOC053025-053020250956 20 (COM-2025-60 : Notice of Petition & Verified Petition: Marc Digiore Vs. Town of Amherst Zoning

TO: Town of Amherst Zoning Board of Appeals
5583 Main Street
Williamsville, New York 14221

RAS Development I, LLC
4758 North French Road
East Amherst, New York 14051

Attachment: DOC053025-05302025095620 (COM-2025-60 : Notice of Petition & Verified Petition: Marc Digiore Vs. Town of Amherst Zoning

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Town Clerk
DOC ID: 30514

COMMUNICATION 2025-61 **REFERRED**

Summons and Complaint: Nancy Kidder & Richard Kidder Vs. Town of Amherst

6/9/2025
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

NANCY KIDDER
and RICHARD KIDDER
375 Capitol Heights
Holland, New York 14080

Plaintiffs,

vs.

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

Defendant.

SUMMONS

Index No.:

The basis of venue is the Defendant's Place of Business

Plaintiff designates Erie County as the place of trial.

TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with the Summons, to serve a Notice of Appearance, on the Plaintiffs' attorneys within TWENTY (20) DAYS after the service of this Summons, exclusive of the day of service (or within THIRTY (30) DAYS after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

DATED: Buffalo, New York
February 9, 2025

PENBERTHY LAW GROUP LLP

By: *s/Brittanylee Penberthy, Esq.*
BRITTANYLEE PENBERTHY, ESQ.
Attorneys for Plaintiffs
Office and P.O. Address
227 Niagara Street
Buffalo, New York 14201
(716) 803-8402

MAY 27 2025 AM 11:19

Attachment: DOC052725-052720251348 46 (COM-2025-61 : Summons and Complaint: Nancy Kidder & Richard Kidder Vs. Town of Amherst)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

NANCY KIDDER
and RICHARD KIDDER
375 Capitol Heights
Holland, New York 14080

Plaintiffs,

vs.

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

Defendant.

COMPLAINT

Index No.:

Plaintiffs, above-named, by their attorneys, PENBERTHY LAW GROUP LLP, for their Complaint against the defendant, TOWN OF AMHERST, alleges as follows:

AS AND FOR A FIRST CAUSE OF ACTION, AGAINST DEFENDANT, ABOVE-NAMED, THE PLAINTIFFS, NANCY AND RICHARD KIDDER, ALLEGE:

1. The plaintiffs, NANCY AND RICHARD KIDDER, are a married couple, and at all times hereinafter mentioned was and still are residents of the Town of Holland, located within the County of Erie and the State of New York.

2. Upon information and belief, the defendant, TOWN OF AMHERST, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

3. The condition precedent to suit concerning New York General Municipal Law §50-e's Notice of Claim requirements have been performed, and more than thirty days have lapsed without resolve of the claim.

Attachment: DOC052725-052720251348 46 (COM-2025-61 : Summons and Complaint: Nancy Kidder & Richard Kidder Vs. Town of Amherst)

4. Upon information and belief, the defendant, TOWN OF AMHERST, owns, operates, controls, manages, and/or designed a certain roadway abutting a parcel indicated as 111 North Maplemere Road, in the Town of Amherst, in the County of Erie and State of New York, and as depicted in the accompanying GIS Map, attached and made a part hereof. See **Exhibit A**, GIS Map of Incident Scene.

5. Upon information and belief, Defendant TOWN OF AMHERST had the subject roadway constructed to contain a metal gate, or installed the same, which on the date complained herein, was not properly fastened, and while swinging loosely in the roadway, caused substantial damage to Plaintiffs' vehicle when said gate impaled the same. See **Exhibit B**, Photograph of Property Damage.

6. Upon information and belief, the aforementioned gate was owned and constructed by Defendant TOWN OF AMHERST, and managed, controlled, operated by employees and/or agents of Defendant.

7. Upon information and belief, at all times hereinafter mentioned, the defendant, TOWN OF AMHERST, employed certain persons or allowed said persons to utilize the aforementioned road, and who failed to properly secure the gate arm that would have prevented traffic from entering the subject roadway. Attached hereto and made a part hereof as **Exhibit C** if a photograph of subject gate properly fastened.

8. On or about June 27, 2024, at approximately 6:30am, Plaintiff Nancy Kidder was operating Plaintiffs' vehicle, a 2019 Toyota, near the roadway of N. Maplemere Road, close to the location of 111 N. Maplemere Road, Amherst, New York when the above-

Attachment: DOC052725-052720251348 46 (COM-2025-61 : Summons and Complaint: Nancy Kidder & Richard Kidder Vs. Town of Amherst)

15.9.a

referenced metal swing gate of Defendant's caused significant damage to Plaintiffs when it impaled their vehicle.

9. At the time of the incident described herein, not only was the gate at issue improperly secured and posing a serious hazard to others, there also was no warning of the same.

10. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees of TOWN OF AMHERST.

11. This action falls within one or more of the exceptions set forth in CPLR § 1602.

12. As a result of the foregoing, Plaintiffs have sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION, AGAINST DEFENDANT, ABOVE-NAMED, THE PLAINTIFF, NANCY KIDDER, ALLEGES:

13. The allegations in this Complaint as stated in paragraphs "1" through "12" are repeated and realleged herein as if restated in their entirety.

14. Upon information and belief, Defendant TOWN OF AMHERST failed to maintain the aforementioned roadway and metal swing on N. Maplemere Road in such a manner as to keep the area free from unreasonable defects and dangers, and that as a result of such failures, dangers, and defects, Plaintiffs was injured.

Attachment: DOC052725-052720251348 46 (COM-2025-61 : Summons and Complaint: Nancy Kidder & Richard Kidder Vs. Town of Amherst)

Packet Pg. 340

15. As a result of the above, Plaintiff NANCY KIDDER sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defects; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to his nerves and nervous system; sustained pain and was caused to and did seek medical aid and attention; was caused to and did incur great medical expense and may incur further medical expense; was caused to be incapacitated from her usual activities and may be further incapacitated.

16. This action falls within one or more of the exceptions set forth in CPLR § 1602.

17. As a result of the foregoing, Plaintiffs claims general and special damages against Defendant TOWN OF AMHERST in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, Plaintiffs demand judgment against Defendant TOWN OF AMHERST in the First and Second Causes of Action as and for compensatory damages in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; and for such other, further or different relief as the Court may deem just and proper, together with the costs and disbursements of the action.

DATED: Buffalo, New York
February 9, 2025

PENBERTHY LAW GROUP LLP

By: *s/Brittanylee Penberthy, Esq.*
BRITTANYLEE PENBERTHY, ESQ.
Attorneys for Plaintiffs
Office and P.O. Address
227 Niagara Street
Buffalo, New York 14201
(716) 803-8402

Attachment: DOC052725-052720251348 46 (COM-2025-61 : Summons and Complaint: Nancy Kidder & Richard Kidder Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 06/09/25 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30542 **RESOLUTION 2025-563** **ADOPTED**

Private Improvement Permit No. 3156 Waterline – 669 Youngs Road 2010.083A/SP-2024-04

Attached please find an application for a Waterline Private Improvement Permit properly filled out. The permit fee and inspection costs amount to $4,400.00.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $4,250.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3156.

Thank you for considering this request.

6/9/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

The permit fee and inspection costs amount to $4,400.00.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: May 30, 20 25

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☒
Sanitary Sewer	☐	☐
Storm System	☐	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 42,500

Address and/or Subdivision Name: 669 South Youungs Rd. **Town of Amherst Job:** 2010.083A/SP-2024-04

Description and location of improvements including quantities: New private waterline service (2" domestic and 10" fire protection) tapped from South Youngs Road, running West on site (approx. 307 feet) and turning North to new building (approx. 56 feet) and 2 new hydrants.

	Name	Address	Phone
Owner:	F.W. Webb Company	160 Middlesex Turnpike, Bedofrd, MA 01730	781-272-6600
Engineer/Designer:	Napierala Consulting	110 Fayette St., Manlius, NY 13104	315-682-5580
Contractor:	Green Leaf Construction	98 Adams St., Suite 105, Leominster, MA 01453	978-401-2053

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions, complexity of design, or lack of adequate funding to cover inspection and coordination time. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The digital copies shall be provided in PDF and AutoCAD or GIS within the NAD83/NY83-WF coordinate system.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit. All Engineering Department and Town Code requirements must be satisfied prior to acceptance of PIPs.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM	FEE
PERMIT	$150
INSPECTION 10% of Estimate of Cost of Construction	$4,250.00
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	
TOTAL FEE	$4,400.00

Owner sign Here

Robert Mucciarone
Please Print Name

160 Middlesex Turnpike
Address

Bedford	MA	01730	781-272-6600
City	State	zip	Phone

Subscribed and sworn to before me this 2nd Day of May 20 25

JENNIFER CORKERY
Notary Public, Commonwealth of Massachusetts
My Commission Expires February 13, 2026
Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.

Director of Engineering Services: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3156

_____
Town Clerk

Rev. 1/10/2025

Attachment: PIP 3156 669 Youngs Road PIP Application_signed (RES-2025-563 : Private Improvement Permit No. 3156)