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, August 4, 2025 | **3:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Mary Ellen Walsh and Penny F. Zeplowitz

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

3:00 PM Meeting called to order on August 4, 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	Late	3:02 PM
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	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Robert McCarthy	Town of Amherst	Director of Human Resources	Present	
Jennifer M. Adams	Town of Amherst	Interim Comptroller	Present	
Brian J. Armstrong	Town of Amherst	Director of Engineering Services	Present	
Melissa Abel	Town of Amherst	Deputy Director of Senior Services	Present	
Mark S. Berke	Town of	Building Commissioner	Present	

	Amherst			

V. MINUTES APPROVAL

1. Monday, July 21, 2025

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Deputy Supervisor Shawn Lavin recognized August 7, 2025 as Purple Heart Day in Amherst.

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**

18. **Glen Park Joint Board**

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

20. **Information Technology Advisory Committee**

21. **Library Board of Trustees**
    Membership is full.

22. **Minority / Woman Owned Business**

23. **Open Government Advisory Board**

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

25. **Recreation Commission**

26. **Recycling and Waste Committee**

27. Senior Services Advisory Board

28. Traffic Safety Board

Membership is full.

29. Youth Board

Adult vacancies (6), Youth vacancies (0)

30. Zoning Board of Appeals

Membership is full.

X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 3:04 PM.

The following speakers addressed the Town Board:
Sean Hopkins, Esq. - Communication 2025-73
Don Smith, 201 N Long St - Resolutions 2025-662 & 666
Mary Dormer, Getzville - Pause all discretionary spending
Tom Frank, 5403 Main St - Resolution 2025-700
Matt Plunkett, 299 Northill Dr - Resolution 2025-693
Jane Cox, 4584 Harlem Rd - Resolutions 2025-662, 666 & 670
John Trabert, 234 Mt Vernon Rd - Current Town debt

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 3:18 PM.

XI. CONSENT AGENDA

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR LAVIN:

1. Resolution 2025-658

Multi Gas Meters

WHEREAS, a four gas multi meter used to detect hazardous gases; and

WHEREAS, The Amherst Fire Safety Division responds during the day when available to Carbon Monoxide and related calls; and

WHEREAS, at fire incidents may need to monitor the air quality within a fire scene; and

WHEREAS, these meters are the standard meter used by many fire departments thus allowing for ease of use and calibration.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the purchase of 4 MSA Multi Gas Meters from Avoidable Alarm Fund T-2999.4002.

8/4/2025
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-659

Knox Upgrades and Fire Investigation Equipment

WHEREAS, to increase access to properties for emergencies KNOX locks are important to gain access without causing additional property damage and security; and

WHEREAS, the Amherst Fire Safety Division administers the KNOX program and in an effort to maintain safety and security for businesses in the Town of Amherst; and

WHEREAS, the Amherst Fire Safety Division also responds to various types of Emergency related incidents and provide a high level of safety and professionalism in performing our assigned duties as the Fire Inspectors.

NOW, THEREFORE, BE IT RESOLVED, that the Amherst Town Board approves the replacement of KNOX equipment from Avoidable Alarm Fund T-2999.4002.

8/4/2025
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 5-0.

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

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2025-660

Senior Center Capital Improvements (Amended) (Bond Resolution - $595,000)

AGENDA ITEM : AUGUST 4th, 2025

TO: **Town Board**

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

DATE: **July 30, 2025**

RE: **Senior Center Capital Improvements**
2025-2030 C.I.P. – Project F-6
Amended Bond Resolution - $595,000

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 $595,000.00 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 – August 4, 2025**)
Jennifer M. Adams, CPA, Interim Town Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Sean Pellow, Project Manager (*w/attachments*)
Daniel J. Rizzo, Project Manager (*w/attachments*)
Anne Dafchik, AIA, NCARB, Architect (*w/attachments*)

8/4/2025
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 2025-661

Youth and Recreation Vehicles and Equipment - Bond Resolution ($370,000)

AGENDA ITEM : AUGUST 4TH, 2025

TO: **Town Board**

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

DATE: **July 30, 2025**

RE: **Youth and Recreation Vehicles and Equipment**
2025-2030 C.I.P. – Project Y-1
Bond Resolution - $370,000

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

1) Adopt the attached bond resolution authorizing the issuance of $370,000 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 – August 4, 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*)
Mary-Diana Pouli, Executive Director, Youth and Recreation (*w/attachments*)

8/4/2025
A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll Call vote 5-0.

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

3. Resolution 2025-662

Agreement with the Department of Labor

Authorize the Supervisor to execute an agreement with the Department of Labor.

8/4/2025
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 2025-663

166 Klein Road - Regency Commons Subdivision

AGENDA ITEM : AUGUST 4TH, 2025

TO: **Town Board**

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

DATE: **July 30, 2025**

RE: **166 Klein Road – Regency Commons Subdivision**
***Declaration of Municipal Restrictions (CRS# 5734)**
***Declaration of Restrictions (CRS# 5735)**
***Access Easement (CRS# 5736)**
***Public Drainage Easement (CRS# 5737)**
***Sanitary Sewer Easement (CRS# 5738)**

Kindly adopt a resolution authorizing (1) the Supervisor to execute the above agreements; (2) the Town Engineer to execute the above agreements; and (3) the Highway Superintendent to execute the above agreements pending final review and approval by Petitioner's counsel and final review and approval by the Town Attorney and/or his designee.

Thank you.

SBB:NMB:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item – August 4, 2025**)

8/4/2025
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 2025-664

Delegation of Consent Authority to Superintendent of Highways - Utility Work Permit Applications

AGENDA ITEM – AUGUST 4, 2025

TO: **Town Board**

FROM: **Sebastine Odiata, Esq., Senior Deputy Town Attorney**

DATE: **July 30, 2025**

RE: Delegation of Consent Authority to the Superintendent of Highways for Utility Work Permit Applications

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

WHEREAS, applications for utility work permits must be approved in a manner consistent with Section 149 of the New York State Highway Law; and

WHEREAS, Section 149 of the New York State Highway Law provides that the Superintendent of Highways may, with the consent of the Town Board, issue a utility work permit upon written application for such permit by a resident, taxpayer, or corporation; and

WHEREAS, the Town Attorney finds that applications for such permits are routine in nature and appropriate for administrative review and approval;

NOW THEREFORE BE IT RESOLVED, that the Town Board delegates its consent authority for utility work permits under Section 149 of the New York State Highway Law to the Superintendent of Highways for the 2025 Calendar year.

SO:SBB:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item – August 4, 2025**)
Steven Floss, Superintendent of Highways

8/4/2025
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

6. Resolution 2025-665

License Agreement - 35 San Rafael Court (McMahon)

AGENDA ITEM – AUGUST 4TH, 2025

TO: Town Board

FROM: Nicole M. Burroughs, NYSCP, Supervising Paralegal

DATE: July 30, 2025

RE: Request for License Agreement (CRS #5748)
Construction and Installation of In-Ground Pool and Concrete Walkway
35 San Rafael Court, East Amherst, New York 14051

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

The owners of the above-referenced property are seeking permission to construct and install an in-ground pool and walkway that would encroach into a Town-owned Public Drainage easement. the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Highway Department.

Thank you for your consideration.

NMB:hs
Attachment
c: Timothy Koller, Deputy Town Clerk (*w/attachment*)
(**Agenda Item: August 4, 2025**)
Craig Schreck, General Crew Chief (*w/attachment*)

8/4/2025
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 2025-666

Settlement of Litigation Matter - Hughes V. TOA, Et Al.

AGENDA ITEM : AUGUST 4TH, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Senior Deputy Town Attorney**
Steven B. Bengart, Esq., Town Attorney

DATE: **July 30, 2025**

RE: **Settlement of Litigation Matter – Hughes v. Town of Amherst**

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

BE IT RESOLVED that the Town Board authorizes settlement of the above litigation matter in the amount of $45,000.00.

Thank you.

SAA:SBB:NMB:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item – August 4, 2025**)
Jennifer M. Adams, CPA, Interim Town Comptroller

8/4/2025
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

8. Resolution 2025-667

Citigroup Technology, Inc. - Indemnification Agreement for Final Site Plan Approval (CRS# 5739)

AGENDA ITEM : AUGUST 4th, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Senior Deputy Town Attorney**

DATE: **July 30, 2025**

RE: **Proposed Major Site Plan - Condition of Final Approval**
Indemnification Agreement (CRS# 5739)
S-2019-13; Proposed Office Building Parking Expansion
580 Crosspoint Parkway & 3750 Millersport Highway
Citigroup Technology, Inc., Petitioner

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

WHEREAS, on November 4, 2024, our office reviewed the above request and determined that Indemnification Agreement was imperative that it be a condition of final Planning Board approval as detailed in the attached memorandum; and

BE IT RESOLVED that the Town Board authorizes the Supervisor to execute the attached Indemnification Agreement to comply with the condition of final Planning Board approval; and

BE IT FURTHER RESOLVED that approval is pending successful completion of the CRS.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item – August 4, 2025**)
Dan Howard, Director of Planning (*w/attachments*)
Gary Palumbo, Associate Planner (*w/attachments*)
Corey Auerbach, Esq., (*w/attachment, via E-Mail*)

8/4/2025
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 2025-668

Authorization for Pre-Payment to RDT Mail Corp for the 2025 School Tax Bills and School Tax Receipts

We are requesting approval for and directive to the Comptroller for pre-payment to RDT Mail Corp for the mailing of the 2025 School Tax Bills ($18,144.00) and for the 2025 School Tax Receipts ($14,784.00).

8/4/2025
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 2025-669

New Firefighter for Main-Transit Fire Company

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

Matthew Zak
82 Ferndale
Williamsville, NY 14221

8/4/2025
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:

1. Resolution 2025-670

2025 Building Permit Fees

Please adopt the proposed changes to the 2025 Building Permit Fee Schedule as attached. The proposed Fee Schedule changes affect the following Plumbing Permit Fees:

1) Residential Building (new construction) - 1-Family Dwellings, 2-Family Dwellings, town houses and condominiums.
    a. Fee for 1 to 2 bathrooms
    b. Fee for 2-1/2 to 3-1/2 bathrooms
    c. Fee for 4 or more bathrooms
2) Nonresidential Structures, New Construction
    a. For each fixture per fixture up to 100 fixtures
    b. Minimum fee
    c. New fee
        i. Each addition fixture beyond 100

8/4/2025
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 2025-671

30 S. Cayuga - Site Improvements Award of Contract

WHEREAS, the Facilities/Building Maintenance Department received bids on July 24, 2025 for Site Improvements at 30. S Cayuga Road; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to award this contract to Anastasi Trucking, Inc. in the amount of $50,930.34; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Anastasi Trucking, Inc.; and

BE IT FURTHER RESOLVED, that approval is contingent on successful completion of the Bid Contract & Specification Tracking Procedure for construction projects.

8/4/2025
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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2025-672

Budget Transfers and Amendments

For August 4, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 07/28/2025
Re: Various Department Budget Transfers / Amendments

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

BUDGET TRANSFERS – 2025

FROM:	***TO:***
C8163.4240 Debris- Trucks, Tractors, Equip $5,178.84	C8163.2550 Other Spec Equip $5,178.84
Requested per department.	
A1410.2600 Clerk- Other Equipment $5,000.00 A1410.2100 Furniture $1,511.00	A1410.4220 Bldgs & Grounds $6,511.00
Requested per department.	
N2444.4000 Cheek Rehab- Contr $45,000.00	N2446.4000 Cheek Acq- Contr $45,000.00
Requested per department.	
A7255.4340 Williamsville Youth- landscaping $78.76	A7255.9000 Transfer out $78.76
To transfer out funds to KP1941 in order to cover advertising costs.	

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
N2444.02785 CHEEK HOME- PI $20,551.50	N2444.4000 Contractual $20,551.50
N2449.02785 HOME Admin- PI $2,283.50	N2449.4003 10% Admin $2,283.50
To recognize Community Development program income from 12 Thornwood, Cheektowaga.	
N2450.02785 TON Rehab- PI $113,116.50	N2450.4000 Contractual $113,116.50
N2453.02785 TON Admin- PI $12,568.50	N2453.4003 10% Admin $12,568.50
To recognize Community Development program income from 250 Fairfield, Tonawanda.	
N2423.02401 AMH CDBG- Interest $495.17	N2423.02401 Contractual $495.17
N2440.02401 AMH HOME- Interest $5,130.60	N2440.4000 Contractual $5,130.60
To recognize interest incurred on CDBG and HOME accounts.	
KP1941.05031 5005 Sheridan- Transfer In $78.76	KP1941.4971 5005 Sheridan- Design $78.76
To recognize funds received from A7255 for advertising costs relating to the 5005 Sheridan Drive project.	

8/4/2025

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 2025-673

Award Bid #2025026 Black Cat II+ Traffic Counting Equipment - CRS #5715

WHEREAS, the Contract Compliance and Administration Department received bids on July 10, 2025 for Black Cat II+ Traffic Counting Equipment; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with JAMAR Technologies, Inc.

8/4/2025
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 2025-674

Award RFP #202502 Real Property Appraisal Services - CRS #5721, 5722, 5723 & 5724

WHEREAS, proposals were received on March 13, 2025 for RFP #202502 Real Property Appraisal Services; and

WHEREAS, six (6) proposals were received and evaluated by Town representatives as per the attached RFP analysis sheet;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to BBG Real Estate Services (CRS #5721); Bruckner, Tillett, Rossi, Cahill & Associates (CRS #5722); Emminger, Newton, Pigeon & Magyar, Inc. (CRS #5723) and GAR Appraisal LLC (CRS #5724); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with BBG Real Estate Services; Bruckner, Tillett, Rossi, Cahill & Associates; Emminger, Newton, Pigeon & Magyr, Inc. and GAR Appraisal LLC.; 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.

8/4/2025
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 2025-675

Extension of Town Wide Copier Maintenance Contract - CRS #5720

WHEREAS, Toshiba Business Solutions (Original CRS #1633) agreed to hold pricing and extend the Town Wide Copier Maintenance contract through September 30, 2026;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a one-year extension of the contract with Toshiba Business Solutions; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Toshiba Business Solutions.

8/4/2025
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 2025-676

Award Bid #2025025 Easy Dump with Bayne Lift & Retractable Pull Tarp - CRS #5725

WHEREAS, the Contract Compliance and Administration Department received bids on July 10, 2025 for (1) Easy Dump with Bayne Lift & Retractable Pull Tarp; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Vasso Waste Systems, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Vasso Waste Systems, Inc.

8/4/2025
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 2025-677

ECWA Utility Permit - 288 Harding Road

Kindly adopt a resolution:

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

Thank you.

8/4/2025
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 2025-678

ECWA Utility Permit - 90 Fair Woods Dr

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.

8/4/2025
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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3. Resolution 2025-679

ErieNet LDC

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.

8/4/2025
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 2025-680

Senior Maintenance Worker/Building Maintenance/Facilities

Please appoint a Senior Maintenance Worker to the Building Maintenance/Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 5, 2025 at an hourly rate of $26.82, Grade 5, Step F for Zachary Norton.

This is a promotion for an employee currently serving as Maintenance Worker.

8/4/2025
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 2025-681

Building & Zoning Clerk/Building Department

Please appoint a Building & Zoning Clerk to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 5, 2025 at an annual salary of $53,101, Grade 8, Step F for Gina Kimble.

This is a promotion for an employee currently serving as Senior Account Clerk.

8/4/2025
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 2025-682

Police Captain/Police Department

Please appoint a Police Captain to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 5, 2025 at an annual salary of $122,127 for Cheryl Julicher.

This is a promotion for an employee currently serving as Lieutenant of Detectives. Replacing an employee who retired.

8/4/2025
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 2025-683

Police Lieutenant/Police Department

Please appoint a Police Lieutenant to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 5, 2025 at an annual salary of $110,966 for Michael Timblin.

This is a promotion for an employee currently serving as Police Officer.

Replacing as employee who was promoted.

8/4/2025
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 2025-684

Wastewater Facilities Mechanic/Engineering-Plant #16

Please appoint a Wastewater Facilities Mechanic to the Engineering-Plant #16 Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 5, 2025 at an hourly rate of $24.26, Grade IV, Step 1 for Brian Hoffman.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

Replacing an employee who retired.

8/4/2025
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 2025-685

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 5, 2025 at an hourly rate of $18.96, Grade 3, Step A for John Blinzer.

Contingent upon completing all pre-employment requirements.

8/4/2025
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 2025-686

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 5, 2025 at an hourly rate of $18.96, Grade 3, Step A for Joseph Cunningham.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

Replacing an employee who was separated from service.

8/4/2025
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

8. Resolution 2025-687

Wastewater Treatment Plant Operator Trainee/Engineering-Plant #16

Please appoint a Wastewater Treatment Plant Operator Trainee to the Engineering Department-Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 5, 2025 at an hourly rate of $24.26, Grade IV, Step 1 for Ryan Vaillancourt.

This is a Permanent appointment for a current employee who has been serving Provisionally.

Please authorize a six (6) month residency waiver.

8/4/2025
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 2025-688

Comtec of WNY Statement of Work, CRS #5719

Please authorize the Supervisor to sign an agreement with Comtec of WNY Inc. This agreement is for regular and emergency rates should there be a fiber optic cable service disruption. This agreement will expire on July 21, 2026.

Contract 5719 has successfully completed the Contract Routing System approval process.

8/4/2025
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:

Q. POLICE:

1. Resolution 2025-689

Millington Lockwood Business Interior Solutions Purchase of EOC Dispatch Center Furniture (CRS #5740)

TOWN BOARD AGENDA ITEM: AUGUST 4, 2025

TO: **Town Board**

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

RE: **Millington Lockwood Business Interior Solutions**
Purchase of EOC Dispatch Center Furniture (CRS #5740)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and Millington Lockwood Business Interior Solutions (CRS#5740) with regard to the above-entitled matter. Approval of this agreement is pending successful completion of the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: August 4, 2025)**

8/4/2025
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

R. SENIOR SERVICES:

1. Resolution 2025-690

Class Instructor, Colleen Maloney-Berman CRS #5710

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) &

Colleen Maloney-Berman, Class Instructor.

8/4/2025
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 2025-691

Class Instructor, Top Champions Inc. CRS #5711

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) & Top Champions Inc, Class Instructor.

8/4/2025
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

S. SEWER/PLANT 16:

1. Resolution 2025-692

Change Order No. 1 MLP Plumbing & Mechanical, Inc. Increase of $30,020.00 WPCF: HVAC Facility Improvements, Phase 4 Town of Amherst Project No. 2017.002D CRS #5726

The Engineering Department requests the Town Board approve the above referenced change order, which calls for a $30,020.00 increase in the contract price. This change order will cover the costs associated with furnishing and installing new valves in Building Nos. 4 & 10. While removing the existing boiler equipment during construction, it was determined that some of the other valves on the boiler circulation piping were near failure. These items

were unknown at the time of bidding, and are necessary in order to have a properly working boiler system.

Funding for this request is available from the following source:

G-9916-2600 $30,020.00

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

Thank you for considering this request.

8/4/2025
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 2025-693

Emergency Purchase Payment Authorization AEGEUS Inspection Solutions CRS - 5743

The Engineering Department, Water Pollution Control Facility would like to respectfully notify the Town Board that we have obtained the approval of Supervisor Kulpa to authorize AEGEUS Inspection Solutions to perform immediate cleaning and inspection of our bulk chemical storage tanks, nine in total. The reason for this urgency is that the Department of Environmental Conservation performed a recent plant wide inspection of our WPCF in which resulted in the DEC mandating that we have our chemical bulk storage tanks inspected and an inspection report turned over to them within thirty days.

These tank inspections are starting the week of July 29, 2029 by AEGEUS Inspection Services, this work is further broken down on their attached quote EAST-2025-0064 Rev 4, dated July 10, 2025 quoted at $20,208.00.

At this time, we ask the Town Board to authorize the Comptroller’s Office to pay AEGEUS for $20,208.00 after full completion of the quoted work.

Funds for this request are available in G9916-4960.

Thank you for considering this request.

8/4/2025
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 2025-694

Transport of Equipment – Dry Coolers from Depew High School Hohl Industrial Services, Inc. CRS No. 5708

The Engineering Department, Water Pollution Control Facility is requesting that the Town Board authorize the Supervisor to sign the attached agreement with Hohl Industrial Services, Inc. This would for the transportation of two M-22-2100 dry coolers as further detailed within Hohl's attached proposal 84203, dated June 13, 2025 for $8,300.00. This contract would be effective the date of Execution 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 G9916-4960.

Thank you for considering this request.

8/4/2025
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 2025-695

Travel Request Required Operator Training Courses

The Engineering Department is requesting approval to send one (1) employee to attend a required training course held at the Environmental Training Center at SUNY Morrisville in Morrisville, NY in October 2025. The estimated cost with registration, lodging and per diem for the employee is $1,337.69.

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

Thank you for considering this request.

8/4/2025
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 2025-696

Award of Bid Legend Excavating LLC Carmen Road Stormwater Improvements Town of Amherst Job # 2023.009

On June 26, 2025, bids were received for the above referenced project. After review of the six (6) bids received (tabulation attached), and information pertaining to the qualifications and experience of the bidders, we recommend that Legend Excavating LLC, 8080 Barnum Road, Cassadaga, NY 14718 be awarded all of the attached bid items; Base Bid and Bid Alternate-1 for a total contract amount of $ 980,330.00

Funding is available in accounts KP-2216-4972 & KP-2032-4972 as shown below:

KP-2216-4972	$ 633,672.29
KP-2032-4972	$ 346,657.71

Thank you for considering the request.

8/4/2025
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:

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2025-73

Correspondence from Sean Hopkins, Esq. - 3315-3327 Millersport Highway

Letter from Sean Hopkins, Esq. regarding a sidewalk waiver request for the proposed project at 3315-3327 Millersport Highway.

8/4/2025
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 2025-74

Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive

Letter from Sean Hopkins, Esq. regarding the proposed multi-family project at 2190-2200 Wehrle Drive.

8/4/2025
A motion to refer to the Town Attorney and Planning Department 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

3. Communication 2025-75

Amended Notice of Claim: Jacqayla Petteway Vs. Town of Amherst Et Al.

8/4/2025
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

4. Communication 2025-76

Notice of Claim: Dana Lynn White Vs. Town of Amherst Et Al.

8/4/2025
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

5. Communication 2025-77

Notice of Claim: Michael DiGiore Vs. Town of Amherst

8/4/2025
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

6. Communication 2025-78

Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.

8/4/2025
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 2025-79

Summons and Verified Complaint: Nicole Lancellotti and Joseph Lancellotti Vs. Town of Amherst Et Al.

8/4/2025
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 2025-697

Public Improvement Permit No. 3129 Sanitary Sewer Acceptance Regency Commons – 166 Klein Road 2021.029/SUB-2021-01

This is to certify that the above referenced sanitary sewer constructed under PIP 3129 has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of $22,750.00, representing 25% of the cost of construction has been forwarded to the Town Clerk.

Thank you for considering this request.

8/4/2025
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 2025-698

Private Improvement Permit No. 3130 Waterline Regency Commons – 166 Klein Road 2021.029/SUB-2021-01

This is to certify that the above referenced private waterline constructed under PIP 3130 has been completed in accordance with plans and specifications.

8/4/2025
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 2025-699

Private Improvement Permit No. 3131 Paving & Curbing Regency Commons – 166 Klein Road 2021.029/SUB-2021-01

This is to certify that the above referenced private paving & curbing constructed under PIP 3131 has been completed in accordance with plans and specifications.

8/4/2025
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 2025-700

Private Improvement Permit No. 3132 Storm System Regency Commons – 166 Klein Road 2021.029/SUB-2021-01

This is to certify that the above referenced private storm system constructed under PIP 3132 has been completed in accordance with plans and specifications.

8/4/2025
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 Deputy Supervisor Lavin and unanimously approved 5-0. Public Expression was opened at 3:42 PM.

The following speakers addressed the Town Board:
Joe Voytovich, 35 Bucyrus - Resolution 2025-662, Royal Park project & Open Gov't Advisory Board
Bill Blake, 147 Fairlawn Rd - stolen vehicles
Tom Frank, 5403 Main St - Resolution 2025-700
Don Smith, 201 N Long St - Resolution 2025-662 & 666

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 3:51 PM.

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, at 3:54 PM Supervisor Kulpa moved to adjourn to Executive Session, to discuss proposed litigation regarding prior land use decision, seconded by Councilmember Berger and unanimously approved 5-0.

At 4:32 PM, a motion to exit the Executive Session was made by Councilmember Berger, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. A motion to adjourn the Town Board meeting was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

The Town Board meeting of August 4, 2025 was adjourned at 4:35 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 30681 **RESOLUTION 2025-658** **ADOPTED**

Multi Gas Meters

WHEREAS, a four gas multi meter used to detect hazardous gases; and

WHEREAS, The Amherst Fire Safety Division responds during the day when available to Carbon Monoxide and related calls; and

WHEREAS, at fire incidents may need to monitor the air quality within a fire scene; and

WHEREAS, these meters are the standard meter used by many fire departments thus allowing for ease of use and calibration.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the purchase of 4 MSA Multi Gas Meters from Avoidable Alarm Fund T-2999.4002.

8/4/2025
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A cost not to exceed $4,800.00.

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

QUOTE

Firematic SUPPLY COMPANY, INC

Equipment Sales - Churchville
340 Sanford Road S
Churchville, NY, 14428
hkonkle@firematic.com

QUOTED TO	SHIP TO:
TOWN OF AMHERST WILLIAMSVILLE NY 14221 US	TOWN OF AMHERST WILLIAMSVILLE NY 14221 US

QUOTE NUMBER	DATE	EXPIRE DATE	SALESPERSON
QT129354	7/17/2025	7/17/2025	Hunter Konkle
CUSTOMER NO.	**PHONE NO.**	**CUSTOMER PO. NO.**	**CONTRACT NO.**
C14080	7166919773		

LINE	ITEM NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	EXTENDED PRICE
1	MSA10178557	ALTAIR 4XR MULTI-GAS DETECTOR (LEL, O2, H2S & CO)	4	1,063.41	4,253.64
2	MSA10048280	MSA CAL GAS CYLINDER	1	373.75	373.75
3	FREIGHT	FREIGHT FROM MANUFACTURER - TBD AND ADDED TO INVOICE	1	0.00	0.00

*******Please note: Prices are subject to change, at any time, due to potential tariff adjustments.********

Comments I'll get a estimated shipping cost

Amount: **4,627.39**

By: **Hunter Konkle**

Attachment: Firematic Quote for Gas Meters (RES-2025-658 : Multi Gas Meters)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 30682 **RESOLUTION 2025-659** **ADOPTED**

Knox Upgrades and Fire Investigation Equipment

WHEREAS, to increase access to properties for emergencies KNOX locks are important to gain access without causing additional property damage and security; and

WHEREAS, the Amherst Fire Safety Division administers the KNOX program and in an effort to maintain safety and security for businesses in the Town of Amherst; and

WHEREAS, the Amherst Fire Safety Division also responds to various types of Emergency related incidents and provide a high level of safety and professionalism in performing our assigned duties as the Fire Inspectors.

NOW, THEREFORE, BE IT RESOLVED, that the Amherst Town Board approves the replacement of KNOX equipment from Avoidable Alarm Fund T-2999.4002.

8/4/2025
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A cost not to exceed $972.00.

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

Knox Company
1601 W Deer Valley Rd
Phoenix AZ 85027
United States

Quote# QT-KA-66498

QUOTED TO:
CUS108422
AMHERST FIRE SAFETY DIV
5583 MAIN ST
WILLIAMSVILLE NY 14221-5488
UNITED STATES
ERIE

SHIP TO:
AMHERST FIRE SAFETY DIV
5583 MAIN ST
WILLIAMSVILLE NY 14221-5488
UNITED STATES
ERIE

Valid Through	Sales Rep	Terms	PO #	Shipping Method
12/24/2025	Ralph Orta	N30 - Net 30		Ground Shipping < 75 LBS

Item	Description	Quantity	Units	Rate	Amount
KLS-8701K	Knox eKey™, 8700 PROGRAMMABLE ELECTRONIC KEY, ASYMMETRIC	2	EA	$474.00	$948.00
Installation Address: Primary System Code Role: PS-42-0239-09-98-EKY01					

Subtotal	**$948.00**
Tax Amount	**$0.00**
Shipping and Handling	**$24.00**
Total	**$972.00**

Attachment: Quote_QT-KA-66498_1751055454994 (RES-2025-659 : Knox Upgrades and Fire Investigation Equipment)

QT-KA-66498

TERMS AND CONDITIONS

All pricing is subject to change and is based on the stated quantity shipping all at one time. All shipping and handling fees, if provided, are estimates based on ground service to the “SHIP TO” address shown above. Knox will provide you a firm cost for shipping and handling fees when your order is placed. Knox provides detailed installation instructions with each Knox product. However, Knox is not responsible for actual installation.
After your order is shipped, items on the order can be returned to Knox for a refund, or credit, of the product price less a 25% restocking fee IF: 1) a request to return the product is received within 90 days of the order’s invoice date, 2) the product(s) are in new condition [have not been used, installed, or modified] and 3) the order’s invoice has been paid in full. Before shipping products or equipment for return or exchange, you must obtain a Return Authorization Number. Call 800-552-5669 for an Authorization number.

SALES TAX DISCLAIMER: Knox collects sales tax as mandated by local laws, based on an order’s delivery address, in all US and Canadian jurisdictions. If you are sales tax exempt, please provide a valid sales tax exemption certificate at the time the order is placed or quoted. Knox will charge sales tax if no sales tax exemption is received within 48 hours after the order is placed.

Attachment: Quote_QT-KA-66498_1751055454994 (RES-2025-659 : Knox Upgrades and Fire Investigation Equipment)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30713 **RESOLUTION 2025-660** **ROLL CALL VOTE (ADOPTED)**

Senior Center Capital Improvements (Amended) (Bond Resolution - $595,000)

AGENDA ITEM : AUGUST 4th, 2025

TO: **Town Board**

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

DATE: **July 30, 2025**

RE: **Senior Center Capital Improvements**
2025-2030 C.I.P. – Project F-6
Amended Bond Resolution - $595,000

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 $595,000.00 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 – August 4, 2025**)
Jennifer M. Adams, CPA, Interim Town Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Sean Pellow, Project Manager (*w/attachments*)
Daniel J. Rizzo, Project Manager (*w/attachments*)
Anne Dafchik, AIA, NCARB, Architect (*w/attachments*)

8/4/2025
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 - $595,000

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

Attachment: SEQR F-6 (RES-2025-660 : Senior Center Capital Improvements (Amended) (Bond Resolution - $595,000))

MEMORANDUM December 23, 2024

TO: Sean Pellow, Director of Facilities

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

RE: SEQR Classification – Senior Center Capital Improvements
2025-2030 C.I.P. Project F-6

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

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\12_23_2024_F-6_Senior Center Capital Improvements.docx

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

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

August 4, 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 August 4, 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-2025-660 : Senior Center Capital Improvements (Amended) (Bond Resolution - $595,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED AUGUST 4, 2025, AUTHORIZING ADDITIONAL FINANCING FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE TOWN SENIOR CENTER, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $595,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF ADDITIONAL BONDS IN THE PRINCIPAL AMOUNT OF $160,000 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 the construction of improvements to the Town Senior Center as described in the map, plan and report dated January 2025 and revised in February 2025 and July 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Amended Project F-6). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $595,000 and $160,000 is hereby appropriated therefor, in addition to the $300,000 authorized and appropriated pursuant to a bond resolution adopted by the Town Board on January 6, 2025 and $135,000 authorized and appropriated pursuant to a bond resolution adopted by the Town Board on March 10, 2025 (the "Previously Adopted Resolutions"). The plan of financing includes (i) the issuance of bonds authorized under the Previously Adopted Resolutions, (ii) the issuance of bonds in the principal amount of $160,000 and any bond anticipation notes issued in anticipation of the sale of said bonds as authorized herein, and (iii) 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 $160,000 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-2025-660 : Senior Center Capital Improvements (Amended) (Bond Resolution - $595,000))

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 $160,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 12(a)(2) of the Law, is fifteen (15) years.

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

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

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

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

Attachment: CertBondReso (RES-2025-660 : Senior Center Capital Improvements (Amended) (Bond Resolution - $595,000))

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.

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-2025-660 : Senior Center Capital Improvements (Amended) (Bond Resolution - $595,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on August 4, 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 AUGUST 4, 2025, AUTHORIZING ADDITIONAL FINANCING FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE TOWN SENIOR CENTER, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $595,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF ADDITIONAL BONDS IN THE PRINCIPAL AMOUNT OF $160,000 TO FINANCE SAID APPROPRIATION,"

FIRST: an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows: AUTHORIZING said Town to undertake the construction of improvements to the Town Senior Center as described in the map, plan and report dated January 2025 and revised in February 2025 and July 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Amended Project F-6); STATING the estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $595,000 and $160,000 is hereby appropriated therefor, in addition to the $300,000 authorized and appropriated pursuant to a bond resolution adopted by the Town Board on January 6, 2025 and $135,000 authorized and appropriated pursuant to a bond resolution adopted by the Town Board on March 10, 2025 (the "Previously Adopted Resolutions"). The plan of financing includes (i) the issuance of bonds authorized under the Previously Adopted Resolutions, (ii) the issuance of bonds in the principal amount of $160,000 and any bond anticipation notes issued in anticipation of the sale of said bonds as authorized therein, and (iii) 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;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $160,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

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

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

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

DATED: August 4, 2025

Attachment: CertBondReso (RES-2025-660 : Senior Center Capital Improvements (Amended) (Bond Resolution - $595,000))

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-2025-660 : Senior Center Capital Improvements (Amended) (Bond Resolution - $595,000))

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-2025-660 : Senior Center Capital Improvements (Amended) (Bond Resolution - $595,000))

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 August 4, 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 August, 2025.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2025-660 : Senior Center Capital Improvements (Amended) (Bond Resolution - $595,000))

Attachment: MPR 2025 F-6 Senior Center Capital Improvements - AMENDED July 2025 (RES-2025-660 : Senior Center Capital Improvements

Town of Amherst

Facilities Department

Senior Center Capital Improvements

2025 – 2030 Capital Improvement
Amended Project F-6

MAP, PLAN & REPORT

January 2025

Revised February 2025, and July 2025

Contents:

• Background
• Location
• Project Description and Improvements
• Project Justification
• Anticipated Project Schedule
• Financial Summary
• Taxation Summary
• Town of Amherst SEQR Determination

Prepared by:
Town of Amherst
Facilities Department
5583 Main Street, Williamsville, NY 14221
(716) 631 – 7080 | (716) 631 – 7109

Town of Amherst, Senior Center Capital Improvements
2025-2030 Capital Improvement Project F-6
Map, Plan & Report

Background

The Amherst Senior Center is a vital community resource owned by the Town. It serves as a hub for seniors, offering a variety of programs and services designed to support their health, well-being, and social engagement. The Center hosts daily activities, including fitness classes, educational workshops, social gatherings, and meal services.

The Town of Amherst has identified Project "F-6", as a 2025 project to provide capital improvements to the Amherst Senior Center.

Town of Amherst
Proposed 2025-2030 Capital Improvement Program
(All dollars are in $1,000's)
9/15/2024

Project ID	Project Title/Description	2025		2026		2027		2028		2029		2030		Total Cost 2025-2030
F-5	**Harlem Rd. CC Auditorium Restoration** Replacement and abatement of ceiling, replacement of seating and carpet, paint entire room.	611 LA												$611
F-6	**Senior Center Capital Improvements** General improvements including flagpole replacement, remaining carpet replacement, parking lot study, sidewalk and curb reconstruction, kitchen equipment replacements, exterior canopy reconstruction, and interior/exterior renovations; replace three larger rooftop airhandler units that have exceeded their useful life; upgrades to existing boiler system to improve energy efficiency. Possible CDBG funding.	300 LA				300 LA		200 LA						$800
F-7	**Engineering Dept. Building Improvements** Includes updating generators, replacing existing siding, and awning replacements at the main office building.			250 LW										$250
F-8	**Eggertsville Snyder Library Partial Roof Repl.** Replace approx. 2,500 SF of flat roof. Existing roof is aging built up and EPDM roofing system, exhibiting moderate to excessive wear. The roofing system is approaching the end of rated life-cycle. New roofing to include improved insulation to improve energy efficiency.	110 LA												$110
F-9	**Williamsville Library Partial Roof Repl.** Replace approx. 9,000 SF of sloped asphalt shingle roof. Roofing materials showing deterioration and wear. Staining and cupping of asphalt shingles is observed. Roofing system is approaching the end of its remaining useful life. Replace all associated trim, sealants, and flashing.			150 LA										$150
F-10	**Town Hall Renovations** Flagpole replacement, cupola reconstruction, weathervane replacement, upgrades to Town Clerk service desk, other interior building renovations as required to facilitate departmental needs.			100 LA		580 LA								$680
F-11	**Senior Center Roofing** Includes replacement of wet insulation and replacement of select existing single-ply membrane roof. Existing roof is approx. 25 years old. Roof area is approx. 53,000 SF.			2,100 LA										$2,100
F-12	**5005 Sheridan Dr. Generator Replacement** Replace generator at Williamsville Youth & Family Center building.			75 LA										$75
F-13	**Town Parking Lot Sealing & Striping** Crack fill, seal coat and stripe various Town facilities to prevent premature failure of asphalt surfacing.	100 LA		100 LA		100 LA		100 LA		100 LA		100 LA		$600
F-14	**Town Parking Lot Paving** Parking lot paving improvements at Town facilities to correct deterioration.	100 LA		100 LA		100 LA		100 LA		100 LA		100 LA		$600
Highway - $11,923														
H-1	**Paving** Repave various Town roads.	1,110 LD		1,110 LD		1,250 LD		1,250 LD		1,250 LD		1,250 LD		$7,220

The CIP was amended to 435 LA on February 3, 2025 via RES-2025-105, and to 595 LA on July 21, 2025 via RES-2025-630.

Attachment: MPR 2025 F-6 Senior Center Capital Improvements - AMENDED July 2025 (RES-2025-660 : Senior Center Capital Improvements

Location

The parcel is located at 370 John James Audubon Pkwy, Buffalo NY 14228. SBL: 41.03-1-66.



Figure 1 - Project Location



Figure 2 – Building on Site

Attachment: MPR 2025 F-6 Senior Center Capital Improvements - AMENDED July 2025 (RES-2025-660 : Senior Center Capital Improvements

Project Description and Improvements

The project includes the following scope of work:

- Flagpole Replacement
- Remaining Carpet Replacement
- Parking Lot Study
- Sidewalk & Curb Reconstruction
- Kitchen Equipment Replacements
- Exterior Canopy Reconstruction
- Replacement of existing Roof Top HVAC Units
- Upgrades to existing Boiler System & Pump System
- General upgrades to existing Mechanical, Electrical, and Plumbing Systems.
- Interior / Exterior Renovations

Other projects may be prioritized on an as-needed basis.

Project Justification

This project is necessary to address pressing needs and essential improvements for the Senior Center. The facility requires upgrades to meet current safety standards, improve accessibility, and provide a functional space for programming and services. Additionally, the Senior Center is now approximately 25 years old, and many building components are nearing the end of their useful life cycle expectancy. These improvements are crucial as this building serves as an emergency shelter and needs to be kept in good working order.

Anticipated Project Schedule

Original Bond Action:	January 2025 (300 LA)
Amended Bond Action:	March 2025 (435 LA)
Second Amended Bond Action:	Anticipated August 2025 (595 LA)
Construction:	Starting Feb 2025, anticipated end date December 2026

Financial Summary

The Town of Amherst identified funding in the approved 2025-2030 Capital Improvement Program under Project F-6, for a total of $595,000. The funds have been identified as a General Fund Bond with a minimum useful life of 15 years.

Construction	592,025
Legal / Admin	2,975
TOTAL	**$ 595,000.00**

Attachment: MPR 2025 F-6 Senior Center Capital Improvements - AMENDED July 2025 (RES-2025-660 : Senior Center Capital Improvements

Taxation Summary

Total Bond Amount	$595,000 (General Fund)
Bond Term	15 Years
Annual Tax Impact	$0.0030 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$1.0365 per $346,000 AV at 100% Equalization

Town of Amherst SEQR Determination

Please see attached memo from the Amherst Planning Department.

Attachment: MPR 2025 F-6 Senior Center Capital Improvements - AMENDED July 2025 (RES-2025-660 : Senior Center Capital 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

MEMORANDUM December 23, 2024

TO: Sean Pellow, Director of Facilities

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

RE: SEQR Classification – Senior Center Capital Improvements
2025-2030 C.I.P. Project F-6

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

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\12_23_2024_F-6_Senior Center Capital Improvements.docx

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

Attachment: MPR 2025 F-6 Senior Center Capital Improvements - AMENDED July 2025 (RES-2025-660 : Senior Center Capital Improvements

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30715 **RESOLUTION 2025-661** **ROLL CALL VOTE (ADOPTED)**

Youth and Recreation Vehicles and Equipment - Bond Resolution ($370,000)

AGENDA ITEM : AUGUST 4TH, 2025

TO: **Town Board**

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

DATE: **July 30, 2025**

RE: **Youth and Recreation Vehicles and Equipment**
2025-2030 C.I.P. – Project Y-1
Bond Resolution - $370,000

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

1) Adopt the attached bond resolution authorizing the issuance of $370,000 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 – August 4, 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*)
Mary-Diana Pouli, Executive Director, Youth and Recreation (*w/attachments*)

8/4/2025
A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $370,000

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

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

August 4, 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 August 4, 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-2025-661 : Youth and Recreation Vehicles and Equipment - Bond Resolution ($370,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED AUGUST 4, 2025, AUTHORIZING THE ACQUISITION OF VEHICLES AND EQUIPMENT FOR THE YOUTH & RECREATION DEPARTMENT, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $370,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $370,000 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 the acquisition of vehicles and equipment for the Youth & Recreation Department as described in the map, plan and report dated August 2025, prepared by the Town Youth & Recreation Department (2025-2030 Capital Improvement Program Project YR-1). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $370,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $370,000 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 $370,000 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-2025-661 : Youth and Recreation Vehicles and Equipment - Bond Resolution ($370,000))

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

(a) The period of probable usefulness applicable to the class of objects or purposes for which said $370,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 28 of the Law, is fifteen (15) years.

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

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

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

Attachment: CertBondReso (RES-2025-661 : Youth and Recreation Vehicles and Equipment - Bond Resolution ($370,000))

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-2025-661 : Youth and Recreation Vehicles and Equipment - Bond Resolution ($370,000))

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-2025-661 : Youth and Recreation Vehicles and Equipment - Bond Resolution ($370,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on August 4, 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 AUGUST 4, 2025, AUTHORIZING THE ACQUISITION OF VEHICLES AND EQUIPMENT FOR THE YOUTH & RECREATION DEPARTMENT, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $370,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $370,000 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 the acquisition of vehicles and equipment for the Youth & Recreation Department as described in the map, plan and report dated August 2025, prepared by the Town Youth & Recreation Department (2025-2030 Capital Improvement Program Project YR-1); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $370,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $370,000 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 $370,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

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

Attachment: CertBondReso (RES-2025-661 : Youth and Recreation Vehicles and Equipment - Bond Resolution ($370,000))

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

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

DATED: August 4, 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-2025-661 : Youth and Recreation Vehicles and Equipment - Bond Resolution ($370,000))

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-2025-661 : Youth and Recreation Vehicles and Equipment - Bond Resolution ($370,000))

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 August 4, 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 August, 2025.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2025-661 : Youth and Recreation Vehicles and Equipment - Bond Resolution ($370,000))

Town of Amherst

Youth & Recreation Department

2025 – 2030 Capital Improvement Program
YR-1 Youth & Recreation Vehicles & Equipment

MAP, PLAN & REPORT

August 2025

Contents:

- Project Description
- Financial Summary
- Taxation Summary

Town of Amherst
Youth & Recreation Department
1615 Amherst Manor Drive / Williamsville, NY 14221

Attachment: MPR 2025 YR-1 Youth & Rec Vehicles & Equip (RES-2025-661 : Youth and Recreation Vehicles and Equipment - Bond Resolution

Project Description

$370,000 has been allocated in the 2025 CIP for the purchase of Youth & Recreation Vehicles and Equipment. This includes the purchase of the following items, with estimated costs:

Debris Blower	$12,000
Zero Turn Mower w/ 52" Deck and Bagging System	$15,150
Verticutter Thatcher	$16,500
Rotary Mower	$17,000
Stand-On Mower with Attachments	$23,500
Field Striper	$24,000
Utility Vehicle	$45,000
(2) ¾ Ton Pickup Truck with Plow	$123,000
1 Ton Pickup Truck with Plow and Salter	$92,000
Total	$368,150

Alternate/additional equipment may be purchased if needs change or funding allows.

Financial Summary

Purchase of Equipment	$368,150
Legal/Admin	$1,850
Total	$370,000

Taxation Summary

Total Bond Amount	$370,000 (General Fund)
Bond Term	15 Years
Annual Tax Impact	$0.0019 per $1000 AV at 100% Equal.
Typical Property Impact	$0.6446 per $300,000 AV at 100% Equal.

Attachment: MPR 2025 YR-1 Youth & Rec Vehicles & Equip (RES-2025-661 : Youth and Recreation Vehicles and Equipment - Bond Resolution

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30731 **RESOLUTION 2025-662** **ADOPTED**

Agreement with the Department of Labor

Authorize the Supervisor to execute an agreement with the Department of Labor.

8/4/2025
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: 08/04/25 03:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30698 **RESOLUTION 2025-663** **ADOPTED**

166 Klein Road - Regency Commons Subdivision

AGENDA ITEM : AUGUST 4TH, 2025

TO: **Town Board**

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

DATE: **July 30, 2025**

RE: **166 Klein Road – Regency Commons Subdivision**
***Declaration of Municipal Restrictions (CRS# 5734)**
***Declaration of Restrictions (CRS# 5735)**
***Access Easement (CRS# 5736)**
***Public Drainage Easement (CRS# 5737)**
***Sanitary Sewer Easement (CRS# 5738)**

Kindly adopt a resolution authorizing (1) the Supervisor to execute the above agreements; (2) the Town Engineer to execute the above agreements; and (3) the Highway Superintendent to execute the above agreements pending final review and approval by Petitioner's counsel and final review and approval by the Town Attorney and/or his designee.

Thank you.

SBB:NMB:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item – August 4, 2025**)

8/4/2025
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

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30700 **RESOLUTION 2025-664** **ADOPTED**

Delegation of Consent Authority to Superintendent of Highways - Utility Work Permit Applications

AGENDA ITEM – AUGUST 4, 2025

TO: **Town Board**

FROM: **Sebastine Odiata, Esq., Senior Deputy Town Attorney**

DATE: **July 30, 2025**

RE: **Delegation of Consent Authority to the Superintendent of Highways for Utility Work Permit Applications**

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

WHEREAS, applications for utility work permits must be approved in a manner consistent with Section 149 of the New York State Highway Law; and

WHEREAS, Section 149 of the New York State Highway Law provides that the Superintendent of Highways may, with the consent of the Town Board, issue a utility work permit upon written application for such permit by a resident, taxpayer, or corporation; and

WHEREAS, the Town Attorney finds that applications for such permits are routine in nature and appropriate for administrative review and approval;

NOW THEREFORE BE IT RESOLVED, that the Town Board delegates its consent authority for utility work permits under Section 149 of the New York State Highway Law to the Superintendent of Highways for the 2025 Calendar year.

SO:SBB:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item – August 4, 2025**)
Steven Floss, Superintendent of Highways

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

None for the purposes of this resolution.

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: 08/04/25 03:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 30716 **RESOLUTION 2025-665** **ADOPTED**

License Agreement - 35 San Rafael Court (McMahon)

AGENDA ITEM – AUGUST 4TH, 2025

TO: **Town Board**

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

DATE: **July 30, 2025**

RE: **Request for License Agreement (CRS #5748)**
Construction and Installation of In-Ground Pool and Concrete Walkway
35 San Rafael Court, East Amherst, New York 14051

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

The owners of the above-referenced property are seeking permission to construct and install an in-ground pool and walkway that would encroach into a Town-owned Public Drainage easement. the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Highway Department.

Thank you for your consideration.

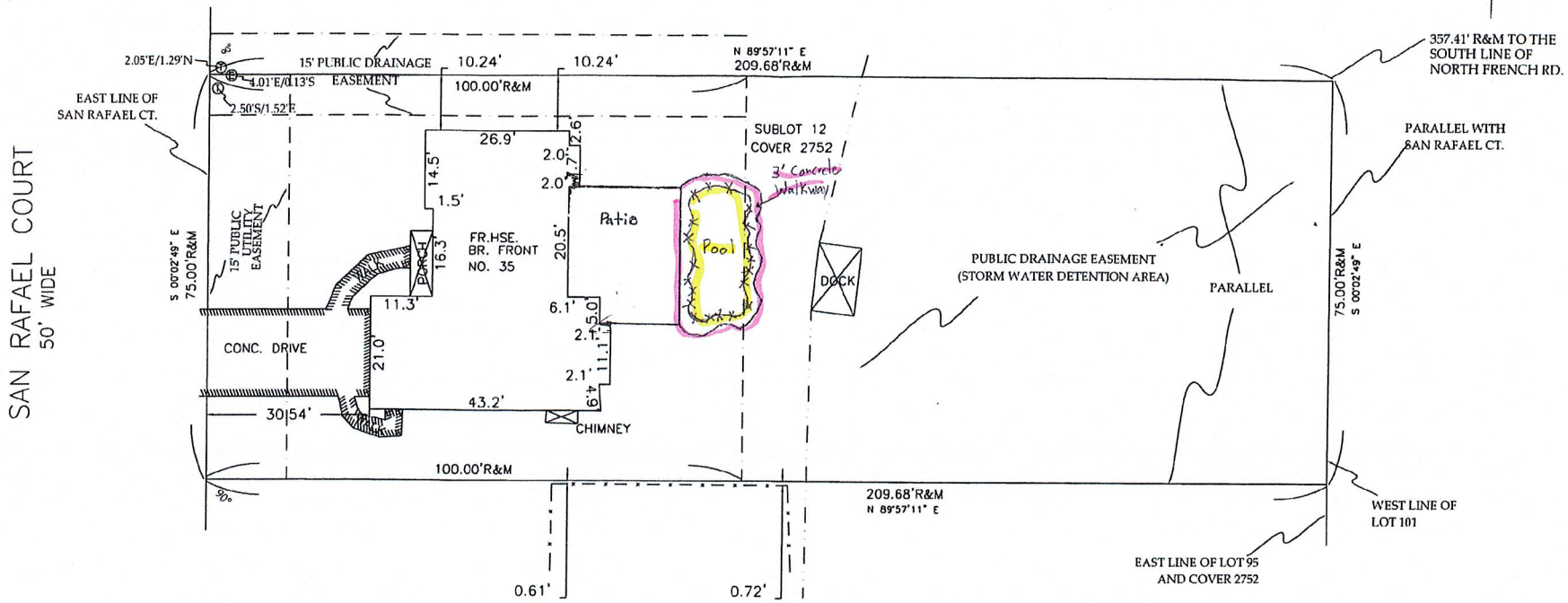
NMB:hs
Attachment
c: Timothy Koller, Deputy Town Clerk (*w/attachment*)
(**Agenda Item: August 4, 2025**)
Craig Schreck, General Crew Chief (*w/attachment*)

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Revenue - A5010.02724 - $230.00

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



SURVEY NOTES

1. UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
2. REPRODUCTION OR COPYING OF THIS DOCUMENT MAY BE A VIOLATION OF COPYRIGHT LAW UNLESS PERMISSION OF THE AUTHOR AND/OR COPYRIGHT HOLDER IS OBTAINED.
3. ONLY BOUNDARY SURVEY MAPS WITH THE SURVEYOR'S EMBOSSED SEAL ARE GENUINE TRUE AND CORRECT COPIES OF THE SURVEYOR'S ORIGINAL WORK AND OPINION.
4. A COPY OF THIS DOCUMENT WITHOUT A PROPER APPLICATION OF THE SURVEYOR'S EMBOSSED SEAL SHOULD BE ASSUMED TO BE AN UNAUTHORIZED COPY.
5. ONLY TITLE SURVEYS BEARING THE MAKERS EMBOSSED SEAL SHOULD BE RELIED UPON SINCE OTHER THAN EMBOSSED SEAL COPIES MAY CONTAIN UNAUTHORIZED AND UNDETECTABLE MODIFICATIONS, DELETIONS, ADDITIONS AND CHANGES.
6. THE LOCATION OF THE UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS ARE NOT ALWAYS KNOWN AND OFTEN MUST BE ESTIMATED. IF ANY UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS EXIST OR ARE SHOWN, THE IMPROVEMENTS OR ENCROACHMENTS ARE NOT COVERED BY THIS CERTIFICATE.
7. SURVEY PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY FACTS THAT MAY ARISE THEREFROM.
8. NO STAKES SET AS PER CONTRACT
9. THIS SURVEY NOT VALID WITH AFFIDAVIT OF NO CHANGE.
10. THIS SURVEY IS NOT VALID FOR SUBSEQUENT OWNERS, MORTGAGES OR TITLE INSURERS UNLESS THIS SURVEY HAS BEEN RESURVEYED BY THIS SURVEYOR.

N

LEGEND

These standard symbols may be found in the drawing.

- EXISTING IRON PIPE
- SET IRON PIPE
- UTILITY POLE
- BOUNDARY
- CENTERLINE OF ROAD
- FENCE
- DRIVE
- OVERHEAD UTILITY LINE

MANGUSO LAND SURVEYING, P.C.
FREDERICK M. MANGUSO, 049775-1
TRACY A. SPADA, 050806
572 TUSCARORA RD.
ANGOLA, NY 14006
PHONE & FAX 716 549 4717
EMAIL OFFICE@MangusoLandSurveying.com
SUCCESSOR TO THE RECORDS OF
WILLIAM C. BUCKLAND L.S.
NORMAN B. JOHNSON L.S.
WILSON M. HUNTER L.S.

0' 20' 40' 60'

35 SAN RAFAEL CT

DRAWN GLM	DATE 08/24/20	PART OF LOT 95 T12 R7
APPROVED FMM	DATE 08/24/20	TOWN OF AMHERST
		COUNTY OF ERIE
SCALE 1" = 20'	SHEET	STATE OF NEW YORK
		PROJECT NO. 20200852

COPYRIGHT © 2020, MANGUSO LAND SURVEYING, PC

Attachment: 35SanRafaelCt.Survey.ExA-07292025093738 (RES-2025-665 : License Agreement - 35 San

Return to: Town of Amherst
Attorney's Office
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST
LICENSE AGREEMENT

THIS AGREEMENT, made as of this 4th day of August, 2025, between the Town of Amherst, a municipal corporation existing under and by virtue of the laws of the State of New York, having its principal office at 5583 Main Street, Williamsville, New York 14221, Party of the First Part hereinafter referred to as the "Town" and

Sean M. McMahon and Kristine E. McMahon, Husband and Wife
35 San Rafael Court
East Amherst, New York 14051
SBL: 28.20-1-12

Parties of the Second Part hereinafter referred to as the "Owners."

WITNESSETH:

WHEREAS, the Owners are presently the owners of following described premises:

All of that tract or parcel of land situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 95, Township 12, Range 7 of the Holland Land Company's Survey and further distinguished as Subdivision Lot No. 12 as shown on a map entitled "Golden Gate Subdivision, Phase IV, Part 1," filed in the Erie County Clerk's Office on under Map Cover No. 2752.

It is more commonly known as:

35 San Rafael Court
East Amherst, New York 14051
SBL: 28.20-1-12

WHEREAS, the Town became the holder of a public drainage easement to the east of the property identified above, more fully depicted on the survey attached hereto as Exhibit "A;"

WHEREAS, the Owners are desirous of utilizing a portion of the aforementioned drainage easement:

TBA : 8.4.2025
Address : 35 San Rafael Court
Owner Name : McMahon

Attachment: McMahon - License Agreement (RES-2025-665 : License Agreement - 35 San Rafael Court (McMahon))

To construct and install an in-ground pool and concrete walkway that will encroach approximately 4.5 feet into the Town's easement;

as shown on the survey labeled Exhibit "A." Said pool and concrete walkway are to be constructed in accordance with the guidelines above and as more fully detailed on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the intended use as hereinafter provided does not interfere with the municipal purpose of which said drainage easement was acquired.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) paid to the Town, the receipt whereof is hereby acknowledged, and the covenants and promises hereinafter set forth the parties agree as follows:

The Town does hereby grant to the Owners, his/her successors, distributees and assigns a license and/or privilege to install, maintain, and use a portion of the easement as shown on Exhibit "A," subject to the following conditions:

a. There shall not be installed or placed devices, equipment or structures within the said easement area(s) without prior approval of the Town;

b. The use of said license in the easement area(s) shall not interfere or restrict the operation, maintenance, repair and/or reconstruction of the drainage easement(s).

c. If it becomes necessary to remove said encroachment(s) for the purpose of repair and/or reconstruction of the easement area(s), the cost of the removal and reinstallation of said improvements shall be at the expense of the Owners, his/her successors, distributees and assigns.

d. If at any time the easement area(s) is/are exposed, unearthed or damaged, the Town shall be promptly notified and allowed inspection of said easement area(s).

e. Owners acknowledge and accept all consequences, including, but not limited to, damage to any and all structures, fixtures and/or assemblies that encroach into the easement area(s) as a result of any force majeure.

The Owners shall defend, indemnify and hold harmless the Town from any and all claims or causes of action arising out of the use and exercise of this agreement.

TBA : 8.4.2025
Address : 35 San Rafael Court
Owner Name : McMahon

Attachment: McMahon - License Agreement (RES-2025-665 : License Agreement - 35 San Rafael Court (McMahon))

This Agreement shall commence on the 4th day of August, 2025 and shall automatically extend for one (1) year periods unless the same is cancelled as provided below:

Either party may cancel this Agreement by giving sixty (60) days written notice to the other of such cancellation and during said sixty (60) days cancellation shall remove said pool and concrete walkway and shall restore the area to the same condition that existed prior.

This Agreement shall ensure to the benefit of the parties, hereto, their successors, distributees, and assigns.

IN WITNESS WHEREOF, the parties to this Agreement have executed the same, the day and year first above written.

TOWN OF AMHERST

_____

Brian J. Kulpa
Supervisor

PROPERTY OWNER

Sean M. McMahon

PROPERTY OWNER

Kristine E. McMahon

TBA : 8.4.2025
Address : 35 San Rafael Court
Owner Name : McMahon

Attachment: McMahon - License Agreement (RES-2025-665 : License Agreement - 35 San Rafael Court (McMahon))

STATE OF NEW YORK }
ERIE COUNTY }SS:

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

_____
Notary Public

STATE OF NEW YORK }
ERIE COUNTY }SS:

On the 29 day of July in the year 2025 before me, the undersigned, personally appeared, **Sean M. McMahon**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NANCY M. SCHUTTE
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01SC6293206
My Commission Expires 12/2/2025

_____
Notary Public

STATE OF NEW YORK }
ERIE COUNTY }SS:

On the 29 day of July in the year 2024 before me, the undersigned, personally appeared, **Kristine E. McMahon**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NANCY M. SCHUTTE
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01SC6293206
My Commission Expires 12/2/2025

_____
Notary Public

TBA : 8.4.2025
Address : 35 San Rafael Court
Owner Name : McMahon

Attachment: McMahon - License Agreement (RES-2025-665 : License Agreement - 35 San Rafael Court (McMahon))

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30699 **RESOLUTION 2025-666** **ADOPTED**

Settlement of Litigation Matter - Hughes V. TOA, Et Al.

AGENDA ITEM : AUGUST 4TH, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Senior Deputy Town Attorney**
Steven B. Bengart, Esq., Town Attorney

DATE: **July 30, 2025**

RE: **Settlement of Litigation Matter – Hughes v. Town of Amherst**

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

BE IT RESOLVED that the Town Board authorizes settlement of the above litigation matter in the amount of $45,000.00.

Thank you.

SAA:SBB:NMB:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item – August 4, 2025**)
Jennifer M. Adams, CPA, Interim Town Comptroller

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

$45,000 - P1915.4110

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

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 30712 **RESOLUTION 2025-667** **ADOPTED**

Citigroup Technology, Inc. - Indemnification Agreement for Final Site Plan Approval (CRS# 5739)

AGENDA ITEM : AUGUST 4th, 2025

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Senior Deputy Town Attorney**

DATE: **July 30, 2025**

RE: **Proposed Major Site Plan - Condition of Final Approval**
Indemnification Agreement (CRS# 5739)
S-2019-13; Proposed Office Building Parking Expansion
580 Crosspoint Parkway & 3750 Millersport Highway
Citigroup Technology, Inc., Petitioner

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

WHEREAS, on November 4, 2024, our office reviewed the above request and determined that Indemnification Agreement was imperative that it be a condition of final Planning Board approval as detailed in the attached memorandum; and

BE IT RESOLVED that the Town Board authorizes the Supervisor to execute the attached Indemnification Agreement to comply with the condition of final Planning Board approval; and

BE IT FURTHER RESOLVED that approval is pending successful completion of the CRS.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item – August 4, 2025**)
Dan Howard, Director of Planning (*w/attachments*)
Gary Palumbo, Associate Planner (*w/attachments*)
Corey Auerbach, Esq., (*w/attachment, via E-Mail*)

8/4/2025
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

TOWN OF AMHERST

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7030
FAX (716) 631-7101
www.amherst.ny.us

Samuel A. Alba
Interim Town Attorney

Elizabeth A. Burakowski
Director of Special Projects

Nicole M. Burroughs
Senior Paralegal

Catherine B. Dempsey
Town Prosecutor

RECEIVED
NOV 05 2024
TOWN OF AMHERST
PLANNING DEPT.

TO: **Gary Palumbo, Planning Department**

FROM: **Samuel A. Alba, Interim Town Attorney**
Right-of-Way Review

DATE: **November 4, 2024**

RE: **Proposed Major Site Plan Review**
SP-2019-13; Proposed Office Building Parking Expansion
580 Crosspoint Parkway & 3750 Millersport Highway
Citigroup Technology, Inc., Petitioner

This office has reviewed the materials submitted by your correspondence dated October 25, 2024 and approve as submitted *with conditions.*

The site plan proposes connection two parking lots across two parcels however the parking lot runs across a drainage ditch which is the subject of a Town easement. The easement exists "upon, under, and across the area..." and permits the Town to "construct/reconstruct a storm drainage facility and apparatus." The easement will not be disturbed by this site plan. It is imperative that a condition of final planning board approval be an indemnification agreement in which the petitioner agrees to repair any damage to the Town's storm drainage facility and apparatus and further agrees to not limit any necessary access to the easement during or after project completion.

SAA

c: Vaishali Reberholt, Assistant Town Engineer *(w/o attachment)*
Scott Marshall, former Right of Way Agent,
Citi Group Technology, Inc., Janna Jachniewics,
Ware Malcolmb

Attachment: ROWREVIEW.Citigroup-07282025135709 (RES-2025-667 : Citigroup Technology, Inc. - Indemnification Agreement for Final Site

Attachment: Easement Indemnification Agreement (7 2 2025) (RES-2025-667 : Citigroup Technology, Inc. - Indemnification Agreement for Final

AGREEMENT

WHEREAS, Citigroup Technology, Inc. ("Citigroup") seeks to expand a parking lot located at 3750 Millersport Highway and 580 Crosspoint Parkway in the Town of Amherst, New York ("the Premises"); and

WHEREAS, the Town of Amherst (the "Town") possesses an easement for an existing storm drainage facility, otherwise known as Town Drainage Ditch #26A, as identified in the Permanent Easement dated November 28, 1995 between Asbury United Methodist Church of Amherst, Inc. and the Town (the "Easement"), which storm drainage facility crosses the Premises; therefore it is

AGREED, Citigroup shall repair, or cause to be repaired, any physical damage within the scope of the Easement caused by the acts or omissions of Citigroup, its contractors and subcontractors, in connection with the construction of the parking lot, and shall otherwise indemnify the Town for any such damage to the fullest extent permitted by law; and it is further

AGREED, Citigroup shall not unreasonably restrict or otherwise prevent necessary access within the scope of the Easement by the Town, its agents or representatives.

This Agreement may be signed in one or more counterparts, each of which, whether original or facsimile thereof, shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITIGROUP TECHNOLOGY, INC.	**TOWN OF AMHERST**
By: _____	By: _____
Title:	Title:
Dated: _____	Dated: _____

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 30685 A **RESOLUTION 2025-668** **ADOPTED**

Authorization for Pre-Payment to RDT Mail Corp for the 2025 School Tax Bills and School Tax Receipts

We are requesting approval for and directive to the Comptroller for pre-payment to RDT Mail Corp for the mailing of the 2025 School Tax Bills ($18,144.00) and for the 2025 School Tax Receipts ($14,784.00).

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A 1410 4020 (Postage) $18,144.00 2025 School Tax Bills

A 1410 4020 (Postage) $14,784.00 2025 School Tax Receipts

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

RDT Mail Corp

4444 Broadway
Depew, NY 14043 US
accounting@rdtmail.com

INVOICE

BILL TO
Town of Amherst - Tax Bills Only
5583 Main St
Williamsville, NY 14221

SHIP TO
Town of Amherst - Tax Bills Only
5583 Main St
Williamsville, NY 14221

INVOICE	79572
DATE	07/22/2025
TERMS	Due on receipt
DUE DATE	07/22/2025

COST CENTER
Town Tax Bills

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOU
	Prepaid Postage	Prepaid Postage - Town Tax Bills	27,000	0.672	18,144.

Please send all ACH remittances and invoice questions to accounting@rdtmail.com.

SUBTOTAL	18,144.
TAX	0.
TOTAL	18,144.
BALANCE DUE	**$18,144.(**

Pay invoice

Attachment: 2025 School Tax Bills (RES-2025-668 : Authorization for Pre-Payment to RDT Mail Corp for the 2025 School Tax Bills and Receipts)

RDT Mail Corp
4444 Broadway
Depew, NY 14043 US
accounting@rdtmail.com

INVOICE

BILL TO
Town of Amherst
5583 Main St
Williamsville, NY 14221

SHIP TO
Town of Amherst
5583 Main St
Williamsville, NY 14221

INVOICE	79573
DATE	07/22/2025
TERMS	Due on receipt
DUE DATE	07/22/2025

COST CENTER
School Tax Receipts

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOU
	Prepaid Postage	Prepaid Postage - School Tax Receipts	22,000	0.672	14,784.

Please send all ACH remittances and invoice questions to accounting@rdtmail.com.

SUBTOTAL	14,784.
TAX	0.
TOTAL	14,784.
BALANCE DUE	**$14,784.(**

Pay Invoice

Attachment: 2025 School Tax Receipts (RES-2025-668 : Authorization for Pre-Payment to RDT Mail Corp for the 2025 School Tax Bills and

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30732 **RESOLUTION 2025-669** **ADOPTED**

New Firefighter for Main-Transit Fire Company

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

Matthew Zak
82 Ferndale
Williamsville, NY 14221

8/4/2025
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: Matthew Zak

Applicant Home Address: 82 Ferndale, Williamsville, NY 14221

Under penalty of perjury I, Matthew Zak affirm I am an applicant to be a member of the, Main-Transit (fire dept.) and my address of residence is listed above.

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

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

Signature of Applicant: _____

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

Signature: _____

Title: Senior Captain

Date: 7/30/25

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

Attachment: DOC073125-07312025085919 (RES-2025-669 : New Firefighter for Main-Transit Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 30694 A **RESOLUTION 2025-670** **ADOPTED**

2025 Building Permit Fees

Please adopt the proposed changes to the 2025 Building Permit Fee Schedule as attached. The proposed Fee Schedule changes affect the following Plumbing Permit Fees:

1) Residential Building (new construction) - 1-Family Dwellings, 2-Family Dwellings, town houses and condominiums.
    a. Fee for 1 to 2 bathrooms
    b. Fee for 2-1/2 to 3-1/2 bathrooms
    c. Fee for 4 or more bathrooms
2) Nonresidential Structures, New Construction
    a. For each fixture per fixture up to 100 fixtures
    b. Minimum fee
    c. New fee
        i. Each addition fixture beyond 100

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

NA

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

Town of
AMHERST BUILDING DEPARTMENT
"Building Safety is No Accident"

2025 BUILDING PERMIT FEES

Fees are based on the cost of construction and shall be based on a value not less than the value determined using the most current Building Valuation Data Report published by ICC.

Application Fee A filing fee equal to one-half (1/2) of the permit fee shall be paid before the application are deemed complete. The filing fee is non-refundable.
The filing fee shall be a credit against the final permit fee.

Building Permit Fees	2025
Note: Building Permit Fees in the TNB District are reduced 50% effective 5/7/2012	
Residential Buildings	
Single dwellings	
1,000 sq. ft. or less floor area	$950.00
1,000 sq. ft. to 3,000 sq. ft. of floor area	$1,150.00
3,000 sq. ft. to 5,000 sq. ft. of floor area	$1,500.00
Over 5,000 sq. ft.	$2,000.00
2-family dwellings (per D.U.)	$1,000.00
Multiple dwellings (3 or more dwellings per building including Transient Occupancies)	
Base permit fee – includes 20 inspections	$500.00
Cost per $1,000	$18.00
Each additional inspection beyond 20	$75.00
Transient occupancy (includes hotels, motels, dormitories, sororities, fraternities, lodging houses and all other residential occupancies which do not qualify as self-contained D.U.'s:)	
Per sleeping unit	$350.00
Alterations, additions and repairs to Single and 2-family dwellings	
Up to $1,000.00 of cost	$100.00
For each $1,000.00 over $1,000.00 of cost	$9.00
Detached accessory buildings and structures (Single and 2-family dwellings) Per sq. ft:	$0.50
Minimum Fee:	$75.00
Alterations, additions, accessory structures and repairs to Multiple dwellings	
Base permit fee – includes 20 inspections	$500.00
Cost per $1,000	$18.00
Each additional inspection beyond 20	$75.00
Nonresidential buildings (includes buildings, additions, alterations, repairs and accessory structures)	
Base permit fee – includes 20 inspections	$500.00
Cost per $1,000	$18.00
Each additional inspection beyond 20	$75.00
Miscellaneous	
Demolition	
Up to 2,000 square feet of floor area	$350.00
Over 2,000 square feet of floor area	$600.00
Moving of buildings	
From one lot to another lot	$1,500.00
Moving a principal structure to a new location on the same lot	$1,500.00
Moving an accessory structure to a new location on the same lot	$250.00
Signs Per sq. ft. of sign face area:	$5.00
Temporary Business 90 Day Sign:	$100.00
Minimum Fee:	$100.00
Swimming pools	
Above Ground	$250.00
In-Ground	$450.00
Parking lot not included with a building permit Per space:	$7.00
Minimum Fee:	$100.00

Attachment: FEES_2025_Changes_proposed July 2025 (RES-2025-670 : 2025 Building Permit Fees)

Town of
AMHERST BUILDING DEPARTMENT
"Building Safety is No Accident"

2025 BUILDING PERMIT FEES

Building Permit Fees	2025
Note: Building Permit Fees in the TNB District are reduced 50% effective 5/7/2012	
Tanks, per gallon	$0.09
Minimum Fee:	$150.00
Decks	
First $1,000.00 of cost	$80.00
Each additional $1,000.00 of cost	$10.00
Miscellaneous Structures - Portals, Chimneys, etc.	
First $1,000.00 of cost	$75.00
Each additional $1,000.00 of cost	$7.00
Roofing (Re-roof or tear off & replacement)	
Residential	$75.00
Commercial Per sq. ft:	$0.10
Commercial Minimum Fee	$150.00
Siding Replacement	
Residential	$50.00
Commercial Per sq. ft:	$0.05
Commercial Minimum Fee	$150.00
Fireplaces or stoves	$100.00
HVAC Equipment - (Furnaces, Boilers, Air-Conditioning and similar equipment) – Including Electrical Permit Fee	
Residential	
New or Replacement of Heating Equipment	$100.00
New Air-Conditioning Equipment	$100.00
Replacement of Air-Conditioning Equipment	$50.00
Nonresidential	
New or Replacement of Heating Equipment (per unit)	$300.00
New Air-Conditioning Equipment (per unit)	$150.00
Replacement of Air- Conditioning Equipment (per unit)	$150.00
Extra Inspections	
Each inspection in excess of two inspections for each required inspection	$100.00
NYS Fee for new buildings with trusses	$50.00
Floodplain Development Permit	
For the first acre or less:	$300.00
For each additional acre:	$150.00
Small Cell Wireless Permit	
Small Cell Antenna Installation – Includes Zoning Review/Building Permit and Electrical	$775.00
Small Cell Antenna Special Use Permit	$740.00
Certificate of Occupancy (CO) | Temporary Certificate of Occupancy (TCO) | Certificate of Completion (CC)	
Residential CO	$250.00
Residential TCO - Issuance is at the discretion of the Commissioner of Building	$250.00
Commercial CO	$500.00
Commercial TCO – Issuance is at the discretion of the Commissioner of Building	$500.00
Certificate of Completion	$250.00
Updated Certificate of Occupancy	
No Changes to Building or Tenant Space	$350.00
Change of Use	$500.00
PENALTY FEE	$200.00 min OR 2x Permit Fee (Whichever is greater)

8/4/2025

Attachment: FEES_2025_Changes_proposed July 2025 (RES-2025-670 : 2025 Building Permit Fees)

Town of
AMHERST BUILDING DEPARTMENT
"Building Safety is No Accident"

2025 FIRE PERMIT FEES

Non-Residential Fire Protection Equipment - Includes Electrical Fees	
New Equipment	
Fire Alarm System < 5,000 SF	$250.00
5,000 – 10,000 SF	$400.00
> 10,000 SF	$600.00
Each story above or below	$200.00
Automatic Fire Extinguishing System < 5,000 SF	$250.00
5,000 – 10,000 SF	$400.00
> 10,000 SF	$600.00
Each story above or below	$200.00
Hood Extinguishing System (each)	$350.00
Fire Pump & Equipment	$400.00
Hood	$200.00
Alterations or Modifications to existing Fire Alarm/Smoke Detection system	
Fire Alarm/Smoke Detection System	
1-25 Devices	$150.00
26-50 Devices	$250.00
>50 Devices	$500.00
Each story above or below	$100.00
Automatic Fire Extinguishing System	
1-25 Devices	$150.00
26-50 Devices	$250.00
>50 Devices	$500.00
Each story above or below	$100.00
Hood Extinguishing system	$150.00
Fire Pumps & Equipment	$150.00
Fire Safety	
Operating Permits	
For activities and uses specified in the Building Construction Administrative Code	$150.00
Fire Prevention Permits	$150.00
Residential Solar Permit	$100.00
Residential Sprinkler Permit (if required)	$100.00
Emergency Radio Responder Permit	$500.00

Attachment: FEES_2025_Changes_proposed July 2025 (RES-2025-670 : 2025 Building Permit Fees)

Town of
AMHERST BUILDING DEPARTMENT
"Building Safety is No Accident"

2025 PLUMBING PERMIT FEES

Residential Buildings [new construction]	2025
1 family dwellings, 2-family dwellings, townhouses and condominiums	
A. For 1 to 2 bathrooms	$525.00
B. For 2-1/2 to 3-1/2 bathrooms	$600.00
C. For 4 or more bathrooms	$700.00
Sanitary sewer installations from street to house	$125.00
Storm sewer installations from street to house	$125.00
Multiple dwellings (3 or more dwelling units per structure),	
Apartments, garden apartments, hotels, motels, etc. per fixture	$75.00
Minimum fee:	$280.00
Sanitary sewer installation: for each sewer lateral exiting a building	$300.00
Storm sewer installation: for each building	$300.00
Waterline installation:	$300.00
Sanitary and storm sewer installation within a building when installed under slab-on-grade floor construction per 100 feet or fraction thereof:	$115.00
Nonresidential Structures, New Construction	
For each fixture per fixture up to 100 fixtures	$75.00
Minimum fee:	$600.00
Each additional fixture beyond 100	$25.00
For sanitary sewer, storm sewer and waterline systems (outside of structure) Per 100 feet or fraction thereof	$115.00
Minimum fee:	$300.00
For sanitary sewer and storm sewer systems (inside of structures) when installed under slab-on-grade floor construction, per 100 feet or fraction thereof	$115.00
For each roof drain	$30.00
Alterations, additions and repairs to existing structures and systems & Misc. (all occupancies)	
Conversion from private sanitary system to public system	$225.00
Emergency Sump Pump Installation (in addition to primary sump pump system)	$75.00
Fixture installation or replacement without a roughing charge, per fixture	$30.00
Fixture installation or replacement which includes a roughing charge, per fixture.	$75.00
Minimum fee:	$75.00
Under-drain alteration, addition, repair or replacement	$150.00
Sanitary and storm sewer and waterline systems	$150.00
Sewer Tap	$175.00
Swimming pool installation	$100.00
Water Heater Replacement	$75.00
Waterline connection to lawn sprinkler installation	$95.00
Water-softening system	$75.00
Miscellaneous plumbing for items not specifically detailed in the schedule. The fee will be determined by the Commissioner of Building on the basis of actual costs to perform inspection and review services.	
Each inspection in excess of 2 inspections, for each required inspection	$100.00

[NOTE: For the purpose of computing plumbing permit fees a "fixture" shall be defined as a bathtub, sink, laundry tray, drinking fountain, dishwashing machine, lavatory, shower stall, urinal, water closet, hose bibb, wall hydrant, bidet, floor drain, garbage disposal, hot-water tank, boiler or any other item which is connected to a water supply, sanitary or storm sewer system.]

Attachment: FEES_2025_Changes_proposed July 2025 (RES-2025-670 : 2025 Building Permit Fees)

Town of
AMHERST BUILDING DEPARTMENT
"Building Safety is No Accident"

2025 ELECTRICAL PERMIT FEES

RESIDENTIAL BUILDINGS: (not including air conditioning or special equipment)			2025
Original electrical installation of a 1 or 2 family dwelling, including townhouses not exceeding 2,000 sq. ft. floor area, without air-conditioning or special equipment, per unit			$235.00
Original electrical installation of a 1 or 2 family dwelling, including townhouses in excess of 2,000 sq. ft. floor area, without air-conditioning or special equipment, per unit			$335.00
Multiple residences, per living unit			$300.00
Hotels and motels, sleeping rooms only, per room			$200.00
Alterations, repairs, modifications, additions, deletions, etc., to the electrical system includes detached accessory buildings			
1 to 10 outlets only			$40.00
11 to 20 outlets only			$75.00
Exceeding 20 outlets			$235.00
Service installation only			$105.00
1 to 10 outlets, including 1 service installation			$145.00
Exceeding 10 outlets, including 1 service installation			$180.00
Whole House Generator with or without generator panel			$100.00
Generator Panel for portable gasoline generator			$40.00
PV System			$250.00
PV Battery Back-Up - Residential			$100.00
Air conditioning and other special equipment, part of original installation, per system, device or equipment			$100.00
Swimming pool, aboveground			$75.00
Swimming pool, in-ground			$150.00
Smoke and/or Carbon Monoxide Detector installation (if no other permit issued)			$20.00
Commercial and industrial:			
Original installation			
100A	@208/240V = $500	@480V = $1,100	*SEE FEES AS LISTED TO THE LEFT*
200A	@208/240V = $500	@480V = $1,100	
300A	@208/240V = $750	@480V = $1,650	
400A	@208/240V = $1,000	@480V = $2,200	
600A	@208/240V = $1,500	@480V = $3,300	
800A	@208/240V = $2,000	@480V = $4,400	
1000A	@208/240V = $2,500	@480V = $5,500	
2000A	@208/240V = $5,000	@480V = $11,000	
3000A	@208/240V = $7,500	@480V = $16,500	
Hotels = (cost for interior as listed above) + ($55/sleeping room) + ($500)			
Shell ONLY Buildings			$500.00
Alterations, repairs, modifications, additions, deletions, etc., to the electrical system, including detached accessory buildings:			
1 to 10 fixtures or outlets only			$135.00
In excess of 10 fixtures or outlets		/each:	$2.00
Low Voltage			$50.00
Service 400A or less			$225.00
Service >400A			$425.00
Car Charging Stations		/each:	$200.00
PV Systems up to 25kW			$500.00
		Each additional kW:	$10.00
PV Battery Back-Up - Commercial			$300.00
Generator			$225.00
NOTE: The fees applicable to new electrical work shall be applicable to electrical work on, additions, alterations and repairs when the cost of alterations, additions or repairs made within any 6 month period exceeds 50% of the cost for the replacement of the existing electrical system at the beginning of that 6-month period.			
Signs			$105.00
All other electrical permit fees for work which is not stipulated in any of the items listed in this section shall be at a cost as determined by the Commissioner of Building with a minimum fee of			$50.00
Each inspection in excess of 2 inspections, for each required inspection			$100.00

Attachment: FEES_2025_Changes_proposed July 2025 (RES-2025-670 : 2025 Building Permit Fees)

Town of
AMHERST BUILDING DEPARTMENT
"Building Safety is No Accident"

2025 OTHER FEES

Storm Sewer Fees (from Chapter 158, Sewer Rates)

ARTICLE II, Stormwater Drainage District Nos. 4, 6 and 26 [Adopted 10-18-71 as L.L. No. 1-1971]

§ 158-6 Rates established. [Amended 9-29-75 by L.L. No. 1-1975]

All said owners shall be charged storm drainage rentals at the time of applying for a building permit according to the following schedules.

A. Residential structures. No charge for accessory structures.
   (1) Detached units: one hundred twenty dollars ($120.) each unit.
   (2) Attached units: eighty dollars ($80.) each unit.

B. All other structures. The charge shall be based upon land area covered by structures, including areas paved for parking, drives and other purposes.

Area (sq. ft.)	Charge (per sq. ft.)
First 5,000	$0.035 (minimum charge $70.00)
Next 5,000 (5,001 to 10,000)	.030
Next 15,000 (10,001 to 25,000)	.025
Next 25,000 (25,001 to 50,000)	.020
Next 25,000 (50,001 to 75,000)	.015
Next 25,000 (75,001 to 100,000)	.010
Next 100,000 (100,001 to 200,000)	.005
Area in excess of 200,000	No additional charge

C. Additions. No charge shall be imposed for additions to residential structures or paved areas in connection therewith. For additions to other types of structures and paved areas for parking, drives or other purposes in connection therewith, the charge shall be based upon the land area covered by the existing structures and paved area plus those to be constructed according to Subsection B less the amount attributable to the existing land area covered.

Sanitary Sewer Tap-in Fees (per § 160-69 & LL #3 1994)

For Sanitary Sewer Districts 1 & 16 $25.00 for each connection, plus $135.00 if the connection must be made by the Town.

Recreation and Open Space (from Chapter 155 Amended 2-23-1998 by L.L. No. 2-1998

Fees for Recreation and Open Space		
Use	Open Space	Recreation
Detached dwellings per unit		
Lot area 11,500 sq. ft. or larger	$230	$500
Lot area from 8,450 sq. ft. to 11,499 sq. ft.	$195	$350
Lot less than 8,450 sq. ft.	$130	$250
CR3A lots	$130	$350
Mobile homes	$195	$350
Attached dwellings per unit		
Senior citizen	$130	$65
Other	$130	$200
Industrial		
RD,ST,OB	$0.13 per sq. ft.	*
GI	$0.195 per sq. ft.	*
Commercial	$0.156 per sq. ft.	*
Community facilities	$0.104 per sq. ft.	*

NOTE: * The open space element of the fee is based on the gross floor area of each building on a lot. No recreation element of the fee is charged since these developments do not generate any demand for recreational facilities.

Attachment: FEES_2025_Changes_proposed July 2025 (RES-2025-670 : 2025 Building Permit Fees)

Town of
AMHERST BUILDING DEPARTMENT
"Building Safety is No Accident"

2025 OTHER FEES

Chapter 179 - Trees.

§ 179-17 Planting required; fees.

A. Each building permit for a building having frontage on a town highway, street or lane or having a side or rear lot line on a town highway, street or lane shall be subject to the requirement of planting trees. The number of trees to be planted shall be determined as detailed in the annual comprehensive Town Tree Plan.

B. At the time of filing the building permit, the Town Clerk shall collect the cost of planting the required trees, which cost shall be determined from time to time by Town Board resolution. The total fee collected shall be calculated on the basis of a fee for each multiple of forty (40) feet of street frontage abutting on front, side and rear property lines.
(Currently $600.00 per tree)

Refuse Fees for Residential New Builds

A. Garbage and Recycling Totes - **$65 each**

B. Residential Refuse Fee - **$223.79 per year**

   a. For any permit application submitted after September 30th of the given year, the applicant shall be responsible for two years of Residential Refuse fees at time of application.

Large Format Printing for Electronic Plan Submission

A. Large Format Printing - **$5 per sheet**

Attachment: FEES_2025_Changes_proposed July 2025 (RES-2025-670 : 2025 Building Permit Fees)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 30704 **RESOLUTION 2025-671** **ADOPTED**

30 S. Cayuga - Site Improvements Award of Contract

WHEREAS, the Facilities/Building Maintenance Department received bids on July 24, 2025 for Site Improvements at 30. S Cayuga Road; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to award this contract to Anastasi Trucking, Inc. in the amount of $50,930.34; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Anastasi Trucking, Inc.; and

BE IT FURTHER RESOLVED, that approval is contingent on successful completion of the Bid Contract & Specification Tracking Procedure for construction projects.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2302-4972 $50,930.34

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

Bid Tabulation Form

Town of Amherst

30 S. Cayuga - Site Improvements

2023-F-16.3

07/23/2025

Contractor Name	Base Bid	*Addenda Acknowledged?*	*Paperwork in Order?*	*Bid Bond Attached?*
American Paving & Excavating Inc.	$ 64,000.00	Yes	Yes	Yes
Anastasi Trucking, Inc.	$ 50,930.34	Yes	Yes	Yes
Millenium Coinstruction, Inc.	$ 73,500.00	Yes	Yes	Yes
Red Rose Landscaping, LLC	$ 85,000.00	Yes	Yes	Yes

Attachment: Bid Tab (RES-2025-671 : 30 S. Cayuga - Site Improvements)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 30693 **RESOLUTION 2025-672** **ADOPTED**

Budget Transfers and Amendments

For August 4, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 07/28/2025
Re: Various Department Budget Transfers / Amendments

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

BUDGET TRANSFERS – 2025

FROM:	***TO:***
C8163.4240 Debris- Trucks, Tractors, Equip $5,178.84	C8163.2550 Other Spec Equip $5,178.84
Requested per department.	
A1410.2600 Clerk- Other Equipment $5,000.00 A1410.2100 Furniture $1,511.00	A1410.4220 Bldgs & Grounds $6,511.00
Requested per department.	
N2444.4000 Cheek Rehab- Contr $45,000.00	N2446.4000 Cheek Acq- Contr $45,000.00
Requested per department.	
A7255.4340 Williamsville Youth- landscaping $78.76	A7255.9000 Transfer out $78.76
To transfer out funds to KP1941 in order to cover advertising costs.	

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
N2444.02785 CHEEK HOME- PI $20,551.50 N2449.02785 HOME Admin- PI $2,283.50	N2444.4000 Contractual $20,551.50 N2449.4003 10% Admin $2,283.50
To recognize Community Development program income from 12 Thornwood, Cheektowaga.	
N2450.02785 TON Rehab- PI $113,116.50 N2453.02785 TON Admin- PI $12,568.50	N2450.4000 Contractual $113,116.50 N2453.4003 10% Admin $12,568.50
To recognize Community Development program income from 250 Fairfield, Tonawanda.	
N2423.02401 AMH CDBG- Interest $495.17 N2440.02401 AMH HOME- Interest $5,130.60	N2423.02401 Contractual $495.17 N2440.4000 Contractual $5,130.60
To recognize interest incurred on CDBG and HOME accounts.	
KP1941.05031 5005 Sheridan- Transfer In $78.76	KP1941.4971 5005 Sheridan- Design $78.76
To recognize funds received from A7255 for advertising costs relating to the 5005 Sheridan Drive project.	

8/4/2025

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

FINANCIAL IMPACT:

See above.

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: 08/04/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30665 **RESOLUTION 2025-673** **ADOPTED**

Award Bid #2025026 Black Cat II+ Traffic Counting Equipment - CRS #5715

WHEREAS, the Contract Compliance and Administration Department received bids on July 10, 2025 for Black Cat II+ Traffic Counting Equipment; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with JAMAR Technologies, Inc.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A3310-2130; $23,998.98

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

Bid #2025026 Black Cat II+ Traffic Counting Equipment							
Low Bidder			Vendor Name:	Jamar Technologies		Traffic Logix Corporation	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price
1	1	Each	Black Cat II+ radar kit with STARNext software (2-seats) (or equivalent)	$4,177.83	$4,177.83	$3,465.00	$3,465.00
2	5	Each	Black Cat II+ radar kits	$3,907.83	$19,539.15	$3,465.00	$17,325.00
3	2	Each	Noco Genius G2X4 6V/12V Lith./Lead acid Gang Chargers	$141.00	$282.00	NO BID	NO BID
					$23,998.98		$20,790.00
			NO ADDITIONAL CHARGES WILL BE ALLOWED				
			PRICING TO INCLUDE DELIVERY				
NOTES:							
Traffic Logix Corporation: Literature was enclosed for Speed Tracker Plus. Sheet attached to bid states that the speed tracker will							
come with 1 year of unlimited SafePace Cloud access, but does not state that it is compatible with the Town's existing STARNext							
software infrastructure and does not provide a cost for it after year 1. Line item 3 was also a no bid.							

Attachment: Bid Analysis Black Cat II Traffic Counting System (RES-2025-673 : Award Bid #2025026

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30686 **RESOLUTION 2025-674** **ADOPTED**

Award RFP #202502 Real Property Appraisal Services - CRS #5721, 5722, 5723 & 5724

WHEREAS, proposals were received on March 13, 2025 for RFP #202502 Real Property Appraisal Services; and

WHEREAS, six (6) proposals were received and evaluated by Town representatives as per the attached RFP analysis sheet;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to BBG Real Estate Services (CRS #5721); Bruckner, Tillett, Rossi, Cahill & Associates (CRS #5722); Emminger, Newton, Pigeon & Magyar, Inc. (CRS #5723) and GAR Appraisal LLC (CRS #5724); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with BBG Real Estate Services; Bruckner, Tillett, Rossi, Cahill & Associates; Emminger, Newton, Pigeon & Magyr, Inc. and GAR Appraisal LLC.; 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.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

RFP #202502 Real Property Appraisal Services
RFP ANALYSIS SHEET

Raw Score is rated on a scale of 1-10

Description	Percentage (Weight)	BBG Real Estate Services		Bruckner, Tillett, Rossi, Cahill & Associates		Emminger, Newton, Pigeon & Magyar, Inc.		GAR Appraisal LLC		GAR Assocates		Withum Smith & Brown	
		Raw Score	Weighted	*Raw Score*	Weighted	*Raw Score*	Weighted	*Raw Score*	Weighted	*Raw Score*	Weighted	*Raw Score*	Weighted
Experience and Qualifications	60	*8.58*	51.50	*9.08*	54.50	*9.83*	59.00	*10.00*	60.00	*9.33*	56.00	*4.00*	24.00
Financial Terms	30	*10.00*	30.00	*10.00*	30.00	*6.67*	20.01	*6.00*	18.00	*6.67*	20.01	*8.00*	24.00
Quality of Proposal / Proposal Completion	10	*5.83*	5.83	*10.00*	10.00	*6.36*	6.36	*5.83*	5.83	*5.38*	5.38	*4.67*	4.67
TOTAL EVALUATION	**100**		**87.33**		**94.50**		**85.37**		**83.83**		**81.39**		**52.67**

Attachment: Scoring Sheet - RFP 202502 Real Property Appraisal Services (RES-2025-674 : Award RFP

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30687 **RESOLUTION 2025-675** **ADOPTED**

Extension of Town Wide Copier Maintenance Contract - CRS #5720

WHEREAS, Toshiba Business Solutions (Original CRS #1633) agreed to hold pricing and extend the Town Wide Copier Maintenance contract through September 30, 2026;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a one-year extension of the contract with Toshiba Business Solutions; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Toshiba Business Solutions.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

July 17, 2025

Toshiba America Business Solutions
100 Colvin Woods Parkway, #100
Tonawanda, NY 14150
Attn: Eric Fiebelkorn

Re: CRS 1633 – Town Wide Copier Maintenance – Toshiba Business Solutions

Dear Mr. Fiebelkorn,

The Town of Amherst wishes to extend this agreement for an additional 1-year period through September 30, 2026 under the same pricing structure and terms & conditions as the original agreement in lieu of monthly auto-extension for the 12 months following contract end date.

Extension is provided per section 10 of the Addendum to Contract. 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 (3) originals to:
Town of Amherst Contract Compliance Department
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: TOSHIBA AMERICA BUSINESS SOLUTIONS

Representative (Please print): Eric Fiebelkorn Title: VP/GM

Signature: _____ Date: 7/18/25

Acceptance by the Town of Amherst:

_____

Brian Kulpa, Supervisor Date

Attachment: Signed Toshiba Extension Memo (RES-2025-675 : Extension of Town Wide Copier Maintenance Contract - CRS #5720)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30688 **RESOLUTION 2025-676** **ADOPTED**

Award Bid #2025025 Easy Dump with Bayne Lift & Retractable Pull Tarp - CRS #5725

WHEREAS, the Contract Compliance and Administration Department received bids on July 10, 2025 for (1) Easy Dump with Bayne Lift & Retractable Pull Tarp; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Vasso Waste Systems, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Vasso Waste Systems, Inc.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A7110-2600; $23,382.00

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

Bid #2025025 Easy Dump with Bayne Lift & Retractable Pull Tarp						
Low Bid			Vendor	Environmental Equipment Sales & Service	Binghamton Truck Body	Vasso Waste Systems
ITEM No.	QTY.	U/M	CATALOG NO/DESCRIPTION			
1	1	Each	6-Yard Easy Dump with Bayne Lift & Retractable Pull Tarp	$25,620.56	$27,620.00	$23,382.00
			Total Bid	$25,620.56	$27,620.00	**$23,382.00**
			NO ADDITIONAL CHARGES WILL BE CONSIDERED			
			PRICE TO INCLUDE DELIVERY			

Attachment: Bid Analysis Easy Dump with Bayne Lift & Pull Tarp (RES-2025-676 : Award Bid #2025025

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30702 **RESOLUTION 2025-677** **ADOPTED**

ECWA Utility Permit - 288 Harding Road

Kindly adopt a resolution:

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

Thank you.

8/4/2025
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 11 day of July , 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 11 day of July , 20 25

I hereby agree to conform to the conditions in the foregoing permit.

X _____
Town Superintendent

X _____
Town Engineer

X Michael Stoklosa
Applicant

Please return one signed copy to Erie County Water Authority, 3030 Union Rd. Cheektowaga, NY 14227

Attachment: ecwa - 288 harding rd (Temp) (Converted) (RES-2025-677 : ECWA Utility Permit - 288 Harding Road)

Permit Under Section 149

Issued _____

To _____

P.O. Address _____

_____

_____

_____

Town Superintendent

Attachment: ecwa - 288 harding rd (Temp) (Converted) (RES-2025-677 : ECWA Utility Permit - 288 Harding Road)

Applied for Monday 7/14/25 To Friday 7/18/25 UTITLY WORK PERMIT No. _____

TOWN OF AMHERST
AMHERST HIGHWAY DEPARTMENT
1042 NORTH FRENCH RD., WILLIAMSVILLE, NEW YORK 14221
UTILITY WORK PERMIT FOR ERIE COUNTY WATER AUTHORITY

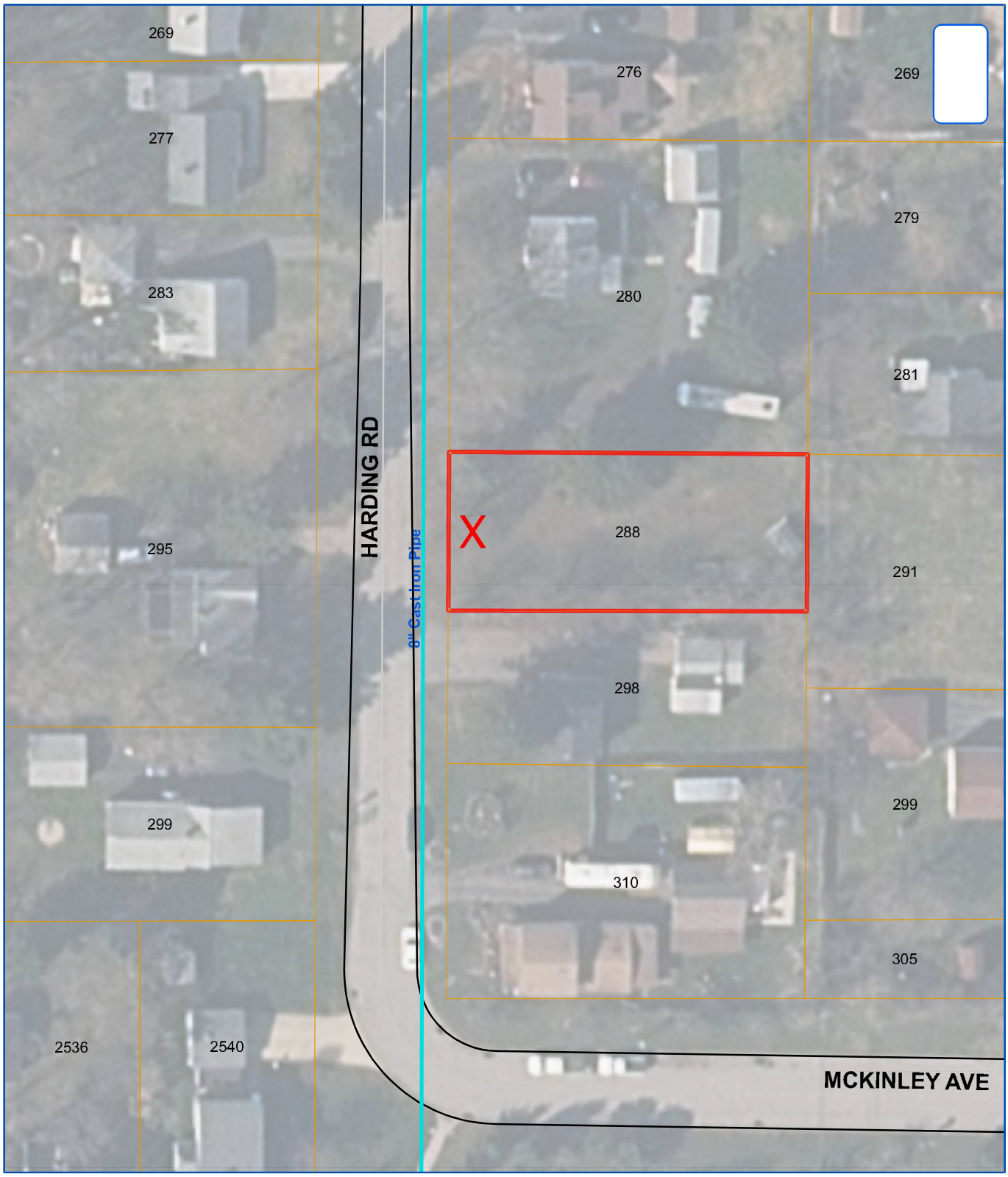
House Number	Road Name	Between Roads		Size of Service	Main Location	Size of Main	ECWA Service Number
288	Harding Rd.	Garfield Rd.	McKinley Ave.	¾"	Easterly R.O.W.	8"	315914961

F:\Highway Permits\001 AMTN TABLE.docx\

Packet Pg. 116

13.M.1.a

Attachment: ecwa - 288 harding rd (Temp) (Converted) (RES-2025-677 : ECWA Utility Permit - 288 Harding Road)



Attachment: ecwa - 288 harding rd (Temp) (Converted) (RES-2025-677 : ECWA Utility Permit - 288 Harding Road)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30703 **RESOLUTION 2025-678** **ADOPTED**

ECWA Utility Permit - 90 Fair Woods Dr

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.

8/4/2025
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 7 day of July , 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 7 day of July , 2025

I hereby agree to conform to the conditions in the foregoing permit.

X _____
Town Superintendent

X _____
Town Engineer

X Michael Stoklosa
Applicant

Please return one signed copy to Erie County Water Authority, 3030 Union Rd. Cheektowaga, NY 14227

Attachment: ecwa 90 fair woods dr (Temp) (Converted) (RES-2025-678 : ECWA Utility Permit - 90 Fair Woods Dr)

Permit Under Section 149

Issued _____

To _____

P.O. Address _____

_____

_____

_____

Town Superintendent

Attachment: ecwa 90 fair woods dr (Temp) (Converted) (RES-2025-678 : ECWA Utility Permit - 90 Fair Woods Dr)

Applied for Monday 7/7/2025 To Friday 7/11/2025 UTITLY WORK PERMIT No. _____

TOWN OF AMHERST
AMHERST HIGHWAY DEPARTMENT
1042 NORTH FRENCH RD., WILLIAMSVILLE, NEW YORK 14221
UTILITY WORK PERMIT FOR ERIE COUNTY WATER AUTHORITY

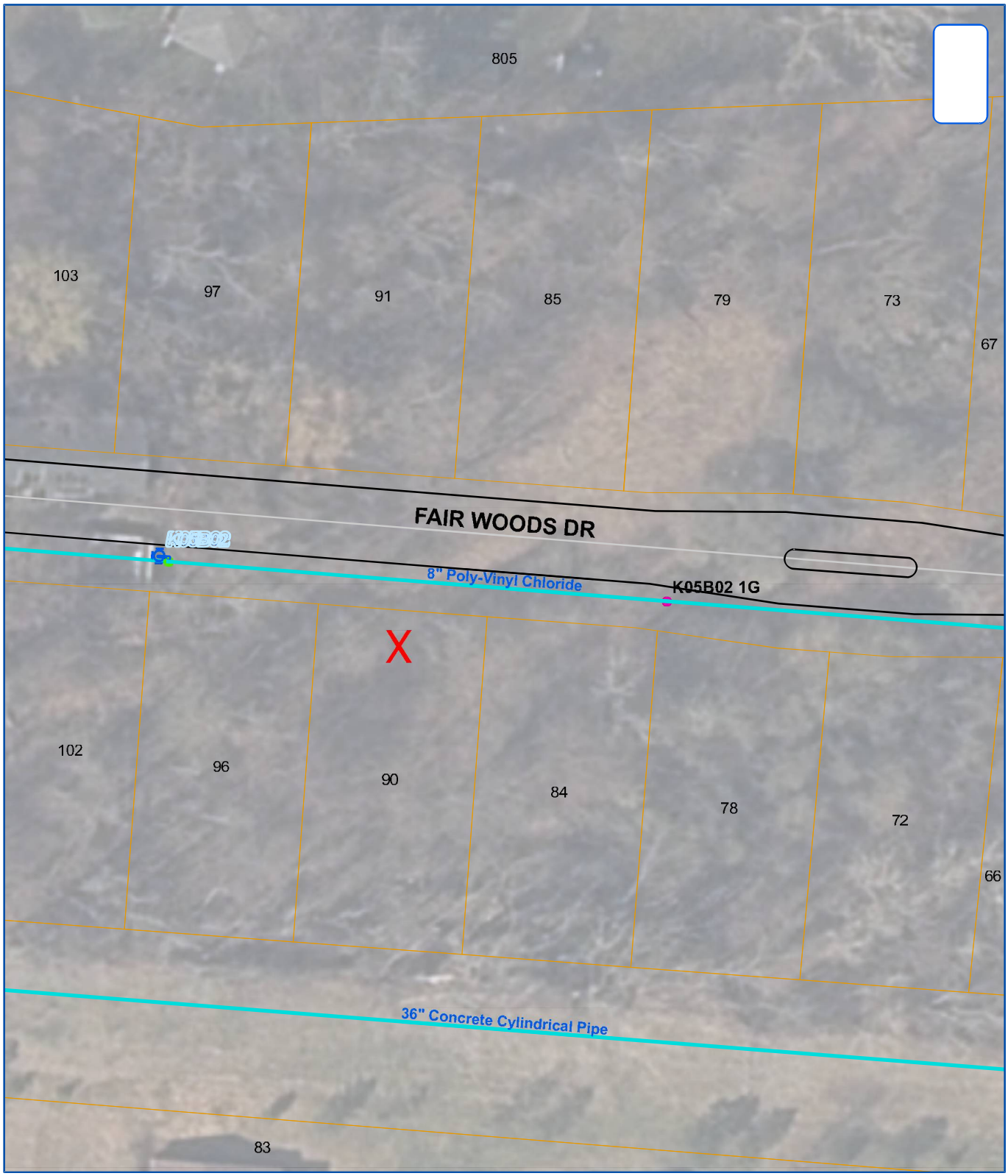
House Number	Road Name	Between Roads		Size of Service	Main Location	Size of Main	ECWA Service Number
90	Fair Woods Dr.	Heim Rd.	Hopkins Rd.	¾"	Southerly R.O.W.	8"	315914951

F:\Highway Permits\001 AMTN TABLE.docx\

Packet Pg. 121

13.M.2.a

Attachment: ecwa 90 fair woods dr (Temp) (Converted) (RES-2025-678 : ECWA Utility Permit - 90 Fair Woods Dr)



Attachment: ecwa 90 fair woods dr (Temp) (Converted) (RES-2025-678 : ECWA Utility Permit - 90 Fair Woods Dr)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30724 **RESOLUTION 2025-679** **ADOPTED**

ErieNet LDC

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.

8/4/2025
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 **ErieNet LDC**

dated on the **29th** day of **July** , 2025 , and filed with him, as provided by section 149 of the Highways Laws, hereby grants permission to said applicant to **(Job# UG-40) Place (1) 2" HDPE Innerduct by HDD Method; 96 fiber cable from riser pole 297 at Dodge Rd & John James Audobon Pkwy to riser pole 2351 at John James Audobon Pkwy & N Forest Rd. Also there will be 2 innerducts into the Amherst Town PD & Fire for future use (shown on the drawing)** on the highway described as follows:

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 ofAmherst 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

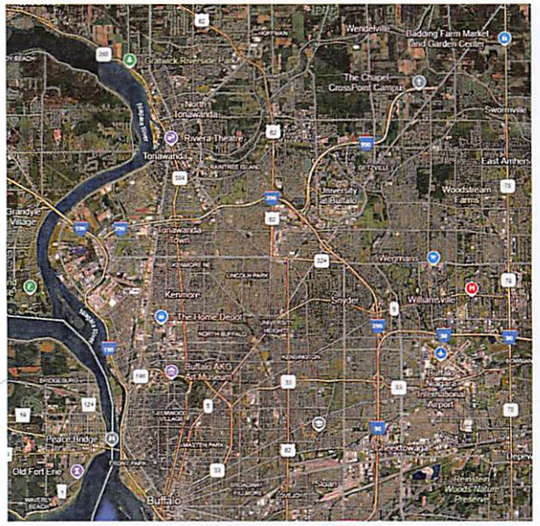
X Melissa M. Hartman

Attachment: ErieNET LDC Utility Work Permit (RES-2025-679 : ErieNet LDC)

SYMBOL LEGEND

- CENTERLINE
- R.O.W. & PROPERTY LINE
- EDGE OF PAVEMENT / CURB
- FENCE
- 105'± — PROPOSED SPAN LENGTH
- PROPOSED UG BUILD / 2" HDPE CONDUIT e/w FIBER CABLE by DIRECTION BORE METHOD* (Predominantly)
- PROPOSED 2" INNERDUCT SPLICE
- PROPOSED 2'x3' HANDHOLE
- EXISTING UTILITY POLE / DOWN GUY
- EXISTING UG TELEPHONE CABLE(S) / MANHOLE
- EXISTING UG CATV (TWC) CABLE(S) / HANDHOLE
- EXISTING UG ELECTRIC CABLE(S) / MANHOLE
- EXISTING UG STREET LIGHTING ELECTRIC CABLE(S) / LIGHT STANCHION / HANDHOLE
- EXISTING WATER MAIN / WATER VALVE / HYD
- EXISTING GAS MAIN / GAS VALVE
- EXISTING TRAFFIC SIGNAL CABLE(S) / TRAFFIC SIGNAL POLE / MANHOLE & HANDHOLE
- EXISTING SEWER (SAN & STM) / MANHOLE / CATCH BASIN
- # 2180 — APPROXIMATE LIMITS of EXISTING BUILDINGS OR STRUCTURES w/ ADDRESS
- APPROXIMATE BORE PIT SIZE/LOCATION & DIRECTION OF BORE
- TREE / SHRUBBERY

SITE LOCATION



LOCATION MAP
NOT TO SCALE



SITE OVERVIEW PLAN

ERIENET LOCAL DEVELOPMENT CORPORATION

ECC Technologies
2136 Five Mile Line Road, Penfield, NY 14526
Phone: (585) 643-2239 Fax: (585) 381-5654

GENERAL CONSTRUCTION NOTES

1) Traffic control will be provided for all construction. The contractor will provide signs, barricades, lighting, steel plating or other as may be required to provide a safe work site for the general public.
2) Elevation/Datum & Rights-of-way/property lines depicted, are derived from the Erie County GIS website.(2018)
3) Work to be performed under permit to the appropriate authority, following any & all restriction.
4) Utilities depicted are based on available records & field survey; they should be considered approximate. Contractor is required to call 811 at least three working days before you plan on digging.
5) All footages shown are approximate and will be verified prior to construction.

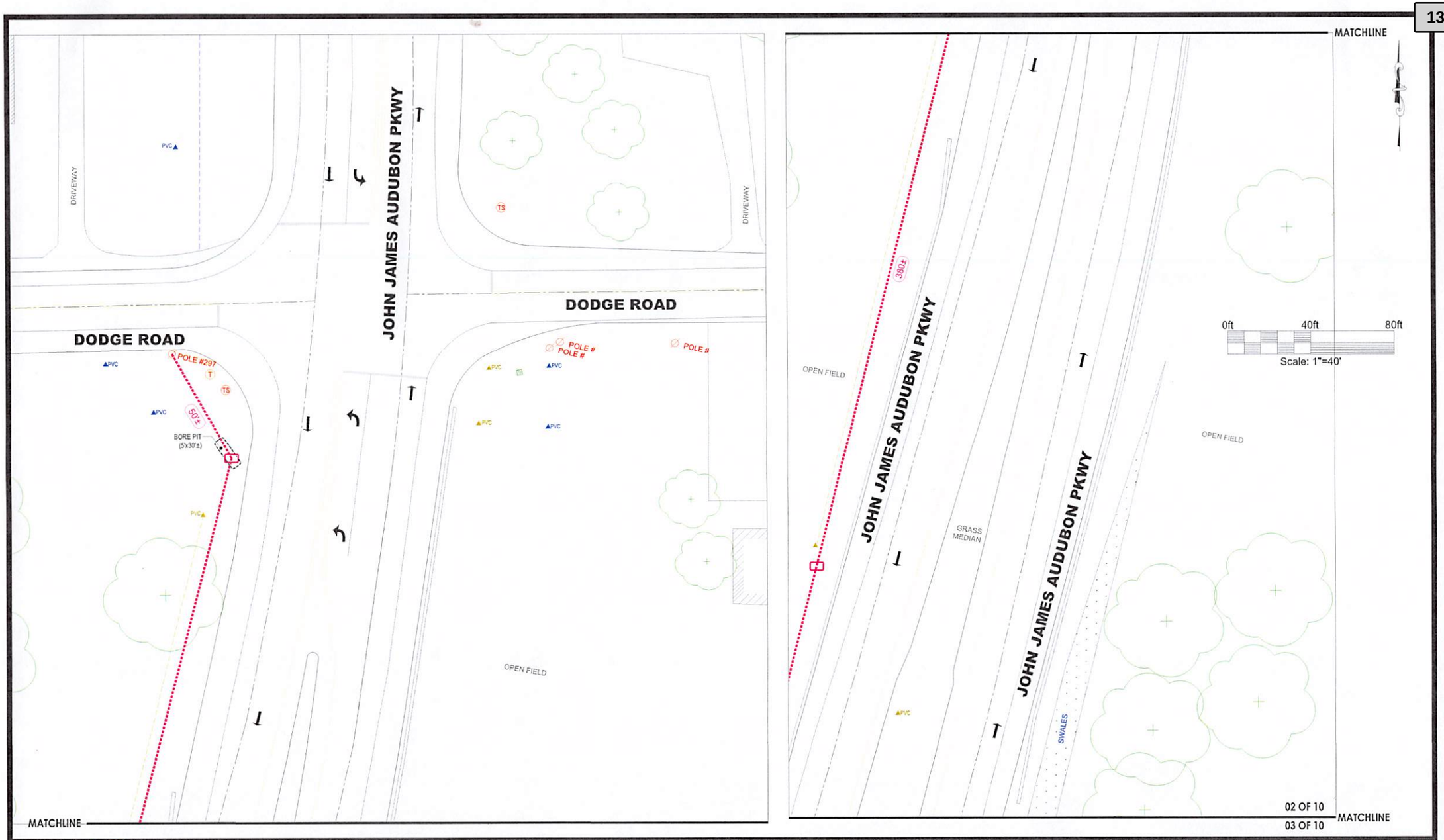
Erie Net
TOWN of AMHERST, ERIE COUNTY

COVER - UNDERGROUND BUILD

REVISIONS			
No.	Date	Description	By

File Name	
Drawn By	AH
Checked By	RH
Scale	AS NOTED
Date	JULY 2025
Segment Number	UG-040
Drawing Number	1 of 10

Attachment: ErieNET LDC Utility Work Permit (RES-2025-679 : ErieNet LDC)



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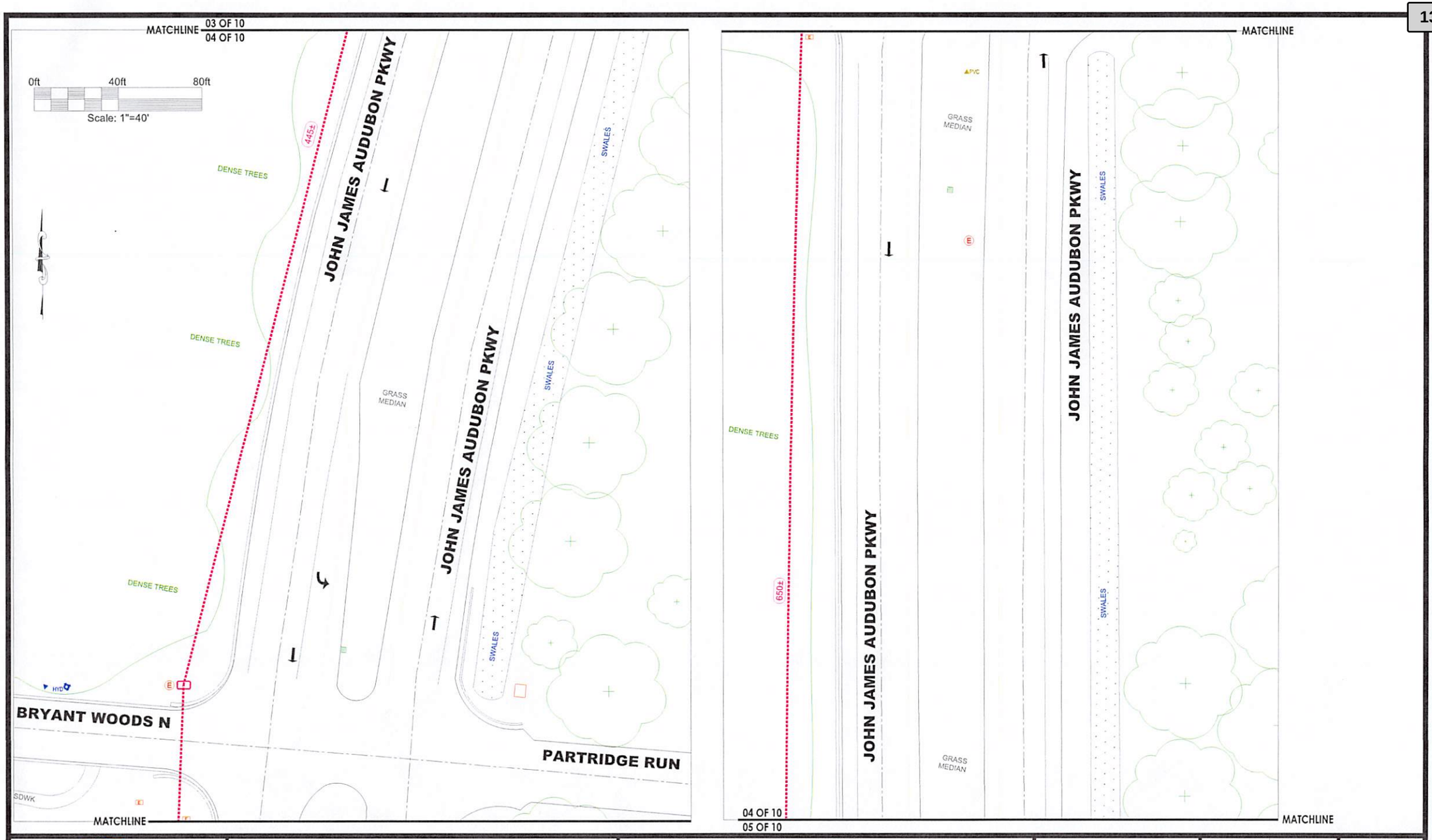
Erie Net
TOWN of AMHERST, ERIE COUNTY

PLAN VIEW - UNDERGROUND BUILD

REVISIONS			
No.	Date	Description	By

File Name	Scale 1"-40"
Drawn By AH	Date JULY 2025
Checked By RH	Segment Number UG-040
	Drawing Number 02 of 010

Attachment: ErieNET LDC Utility Work Permit (RES-2025-679 : ErieNet LDC)



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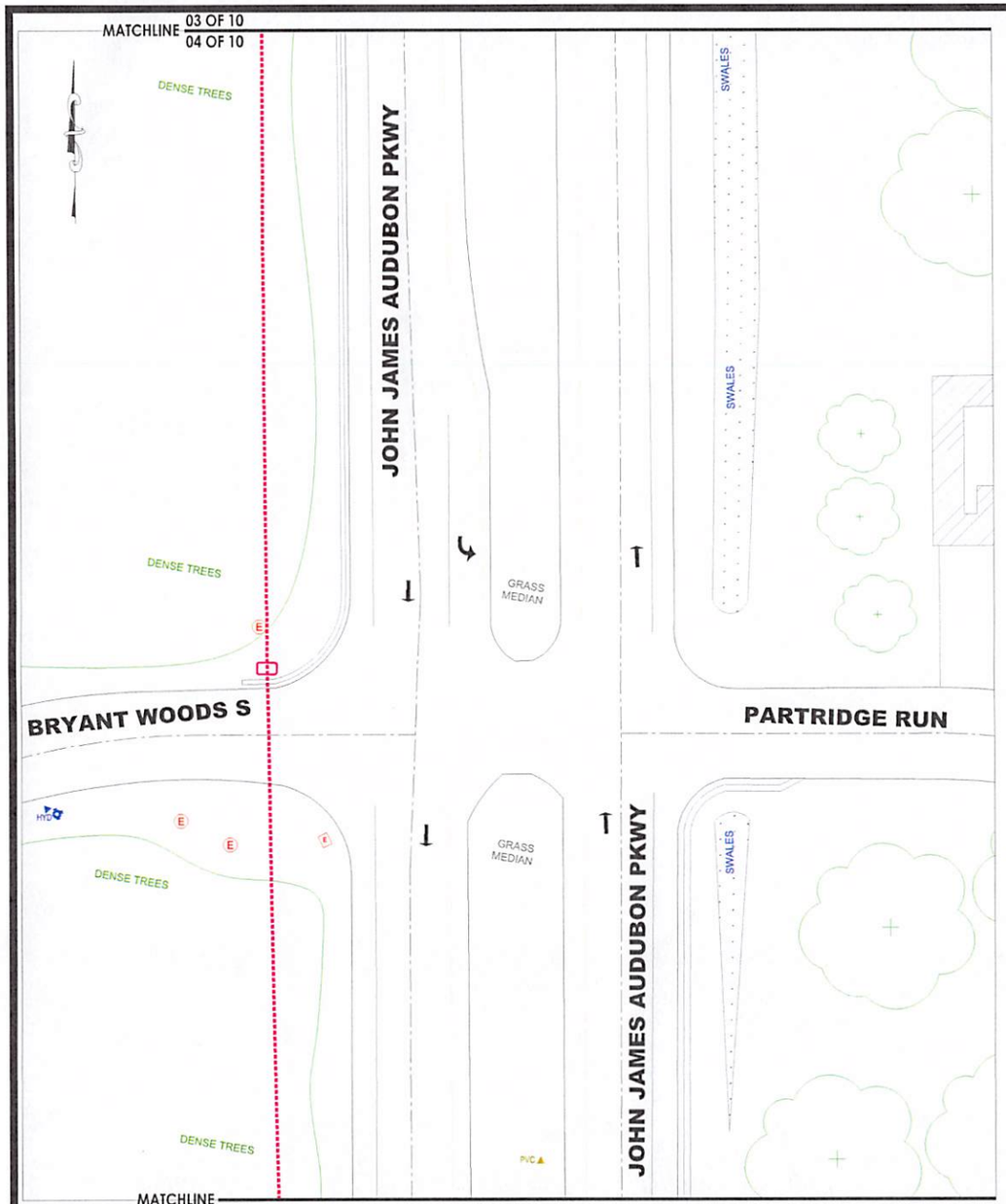
Erie Net
TOWN of AMHERST, ERIE COUNTY

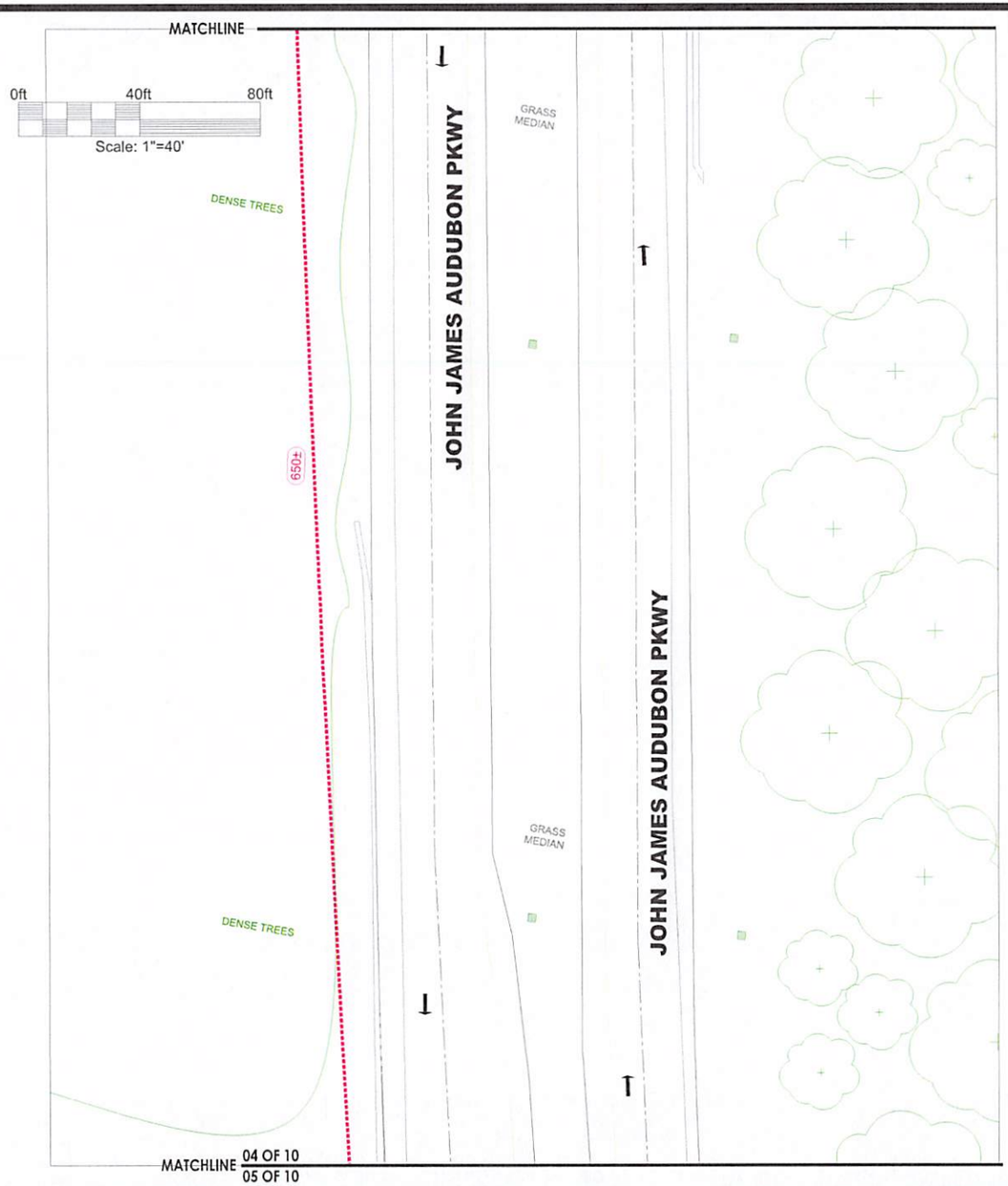
PLAN VIEW - UNDERGROUND BUILD

REVISIONS			
No.	Date	Description	By

File Name		Scale	1"-40"
Drawn By	AH	Date	JULY 2025
Checked By	RH		
Segment Number	UG-040		
Drawing Number	03 of 10		

Attachment: ErieNET LDC Utility Work Permit (RES-2025-679 : ErieNet LDC)





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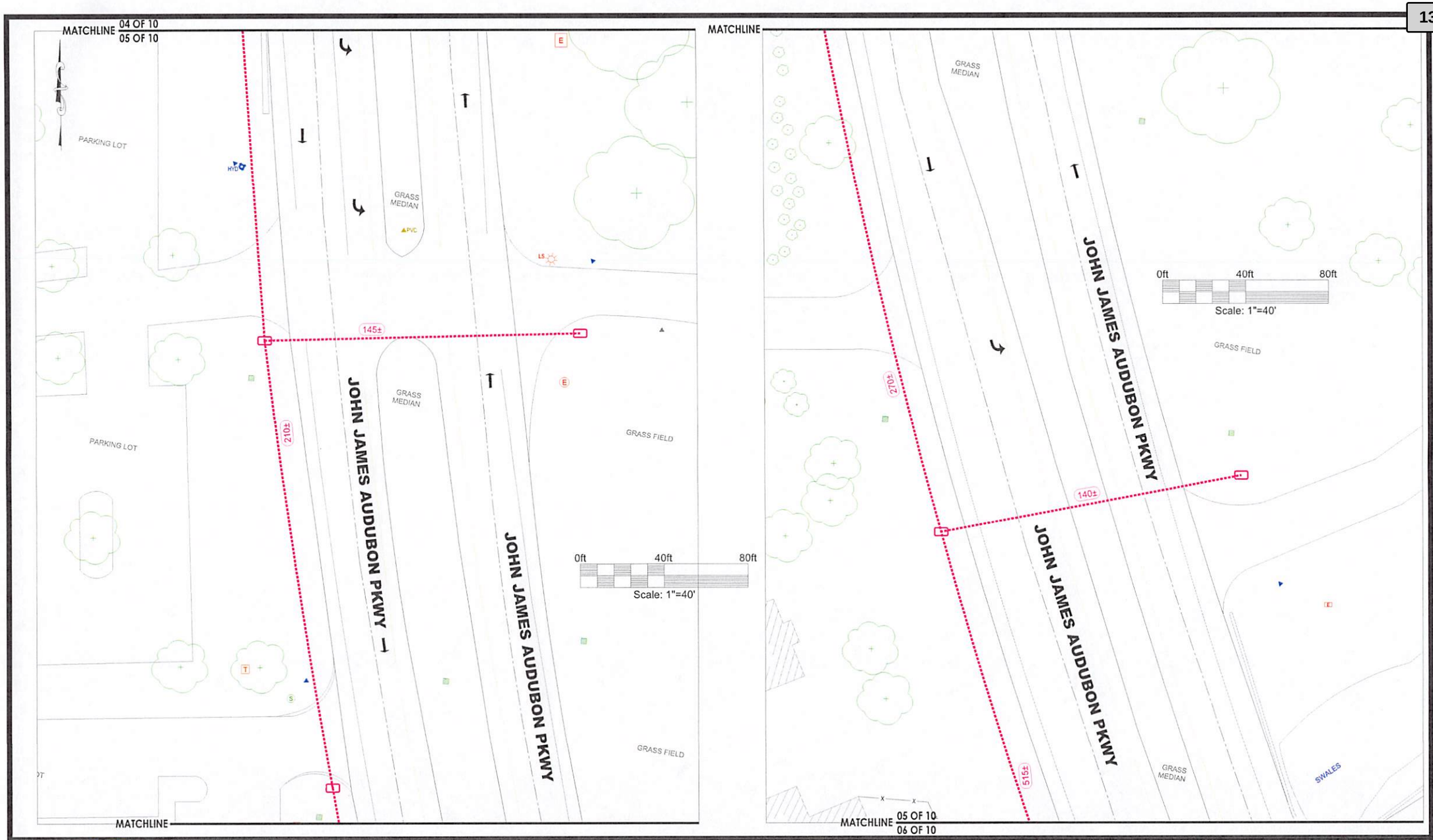
Erie Net
TOWN of AMHERST, ERIE COUNTY

PLAN VIEW - UNDERGROUND BUILD

REVISIONS			
No.	Date	Description	By

File Name	
Scale	1"-40"
Drawn By	AH
Date	JULY 2025
Checked By	RH
Segment Number	UG-040
Drawing Number	04 of 10

Attachment: ErieNET LDC Utility Work Permit (RES-2025-679 : ErieNet LDC)



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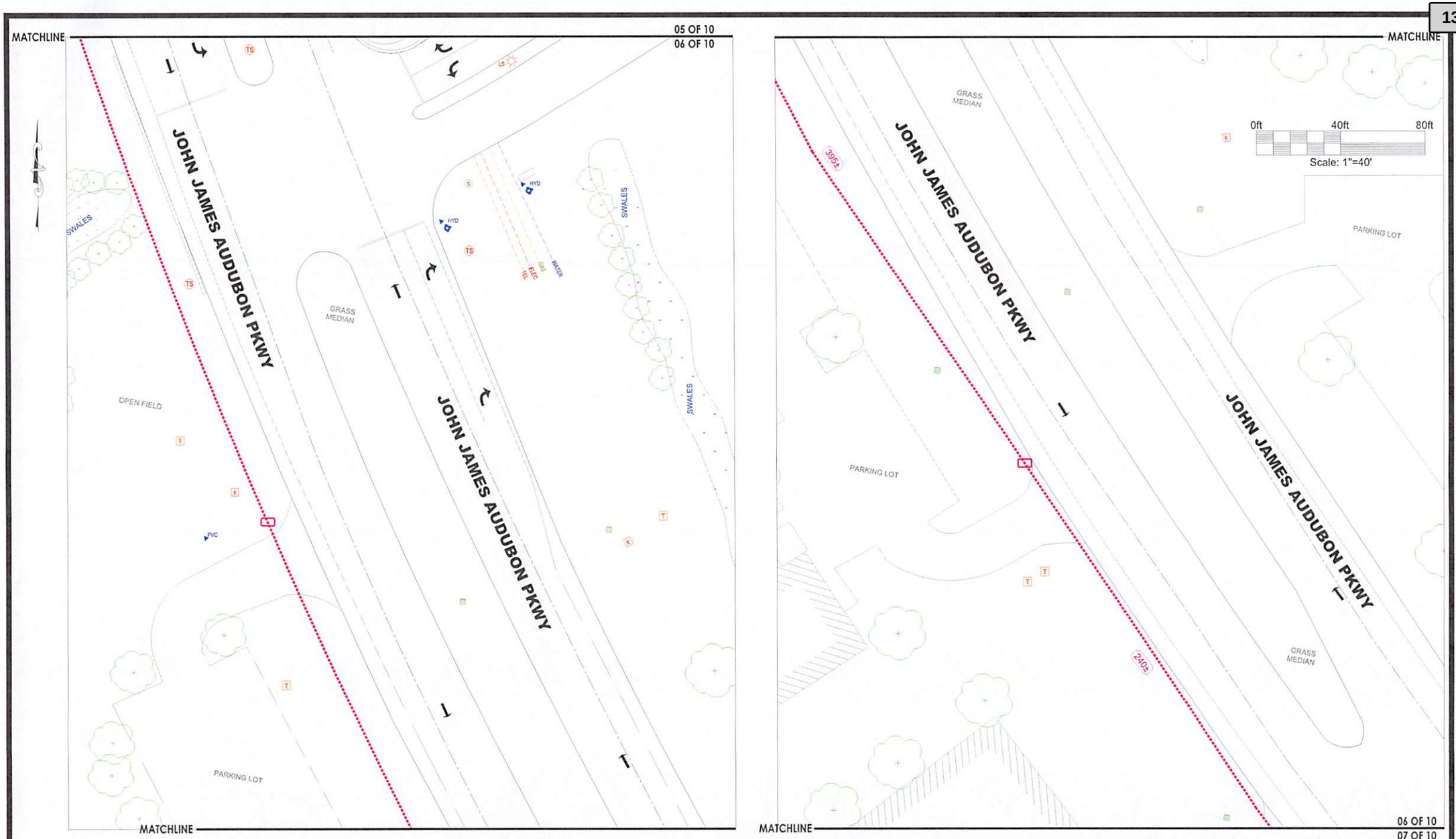
TOWN of AMHERST, ERIE COUNTY

PLAN VIEW - UNDERGROUND BUILD

REVISIONS			
No.	Date	Description	By

File Name	Scale 1"=40"
Drawn By AH	Date JULY 2025
Checked By RH	Segment Number UG-040
	Drawing Number 05 of 10

Attachment: ErieNET LDC Utility Work Permit (RES-2025-679 : ErieNet LDC)



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Erie Net

TOWN of AMHERST, ERIE COUNTY

PLAN VIEW - UNDERGROUND BUILD

REVISIONS			
No.	Date	Description	By

File Name	Scale 1"-40"
Drawn By AH	Date JULY 2025
Checked By RH	
Segment Number UG-040	
Drawing Number 06 of 10	

Attachment: ErieNET LDC Utility Work Permit (RES-2025-679 : ErieNet LDC)



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Erie Net
TOWN of AMHERST, ERIE COUNTY

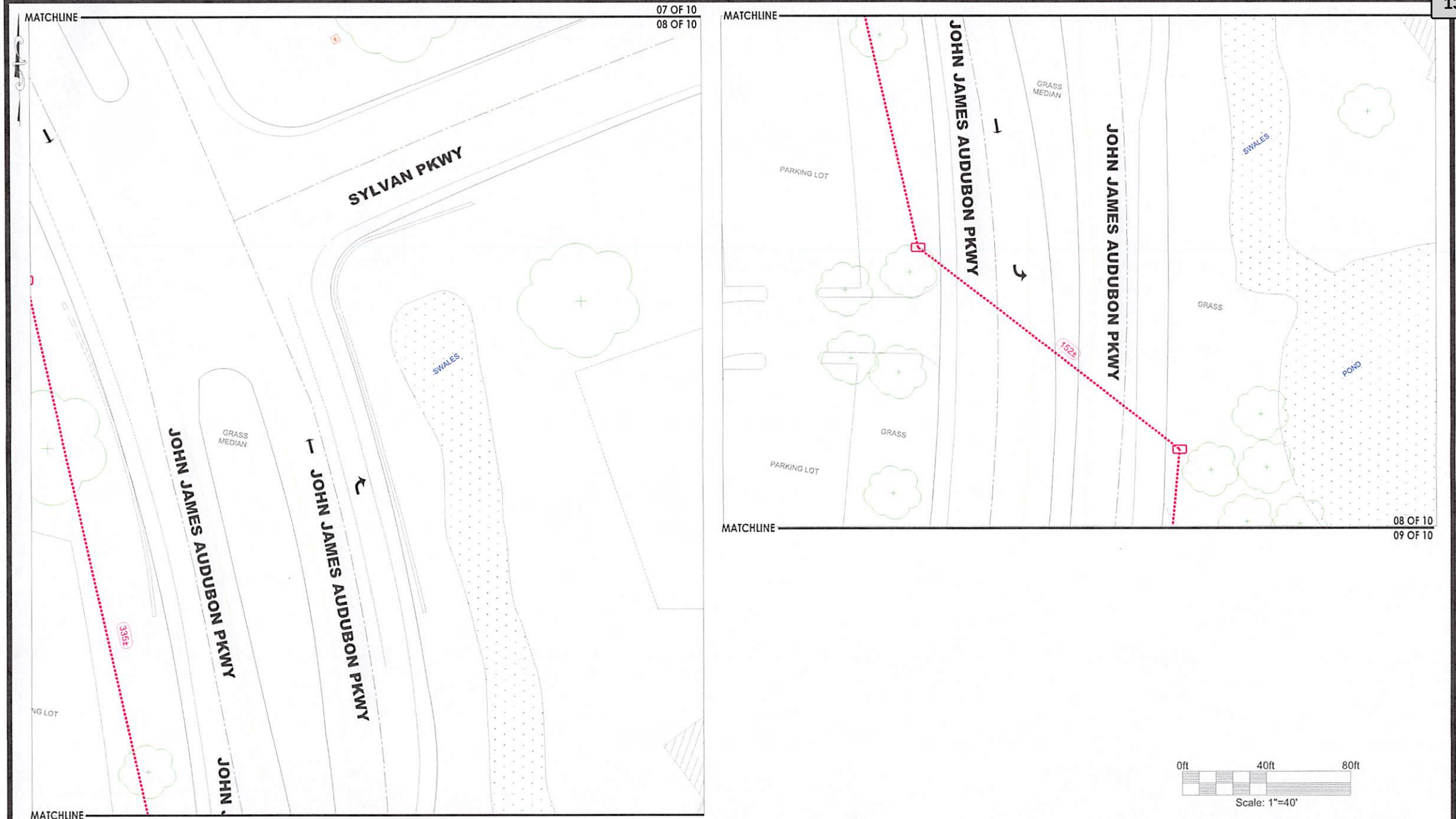
PLAN VIEW - UNDERGROUND BUILD

REVISIONS			
No.	Date	Description	By

File Name	Scale 1"-40"
Drawn By AH	Date JULY 2025
Checked By RH	

Segment Number UG-040
Drawing Number 07 of 10

Attachment: ErieNET LDC Utility Work Permit (RES-2025-679 : ErieNet LDC)



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TOWN of AMHERST, ERIE COUNTY

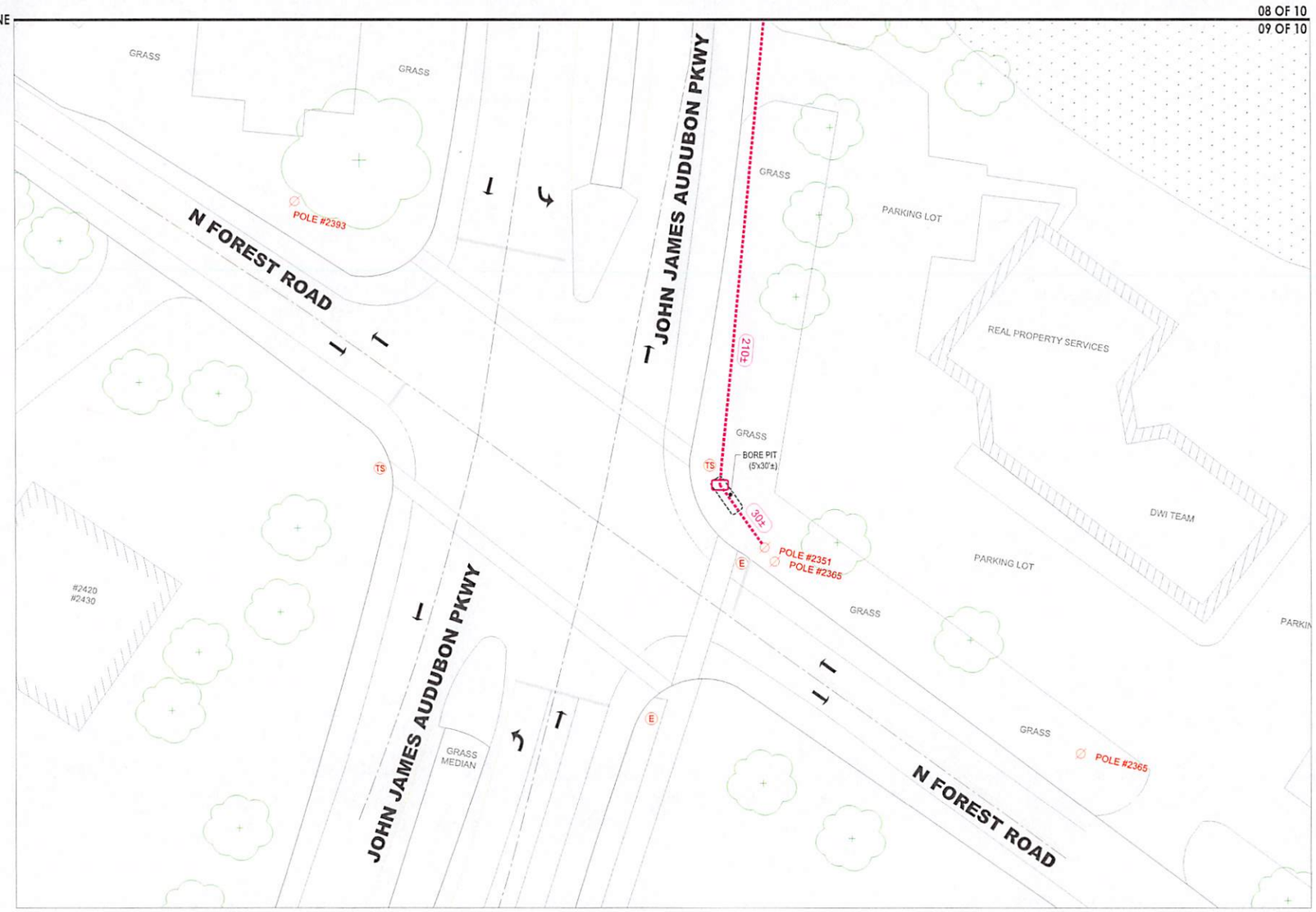
PLAN VIEW - UNDERGROUND BUILD

REVISIONS			
No.	Date	Description	By

File Name		Scale	1"-40"
Drawn By	AH	Date	JULY 2025
Checked By	RH		

Segment Number: UG-040
Drawing Number: 08 of 10

Attachment: ErieNET LDC Utility Work Permit (RES-2025-679 : ErieNet LDC)



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TOWN of AMHERST, ERIE COUNTY

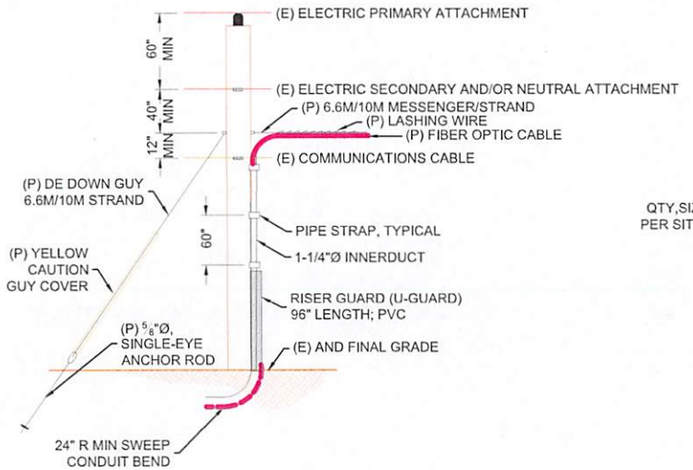
PLAN VIEW - UNDERGROUND BUILD

REVISIONS			
No.	Date	Description	By

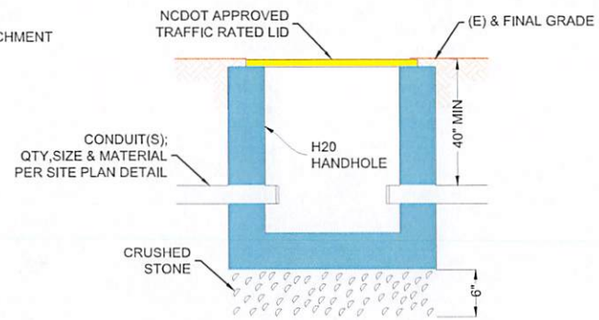
File Name	Scale: 1"-40"
Drawn By: AH	Date: JULY 2025
Checked By: RH	
Segment Number: UG-040	
Drawing Number: 09 of 10	

Attachment: ErieNET LDC Utility Work Permit (RES-2025-679 : ErieNet LDC)

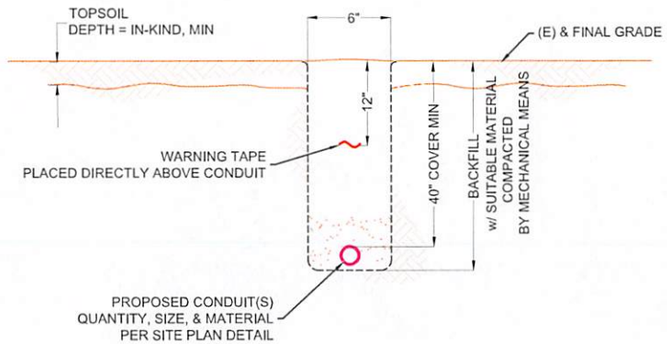
CONSTRUCTION DETAIL DRAWINGS



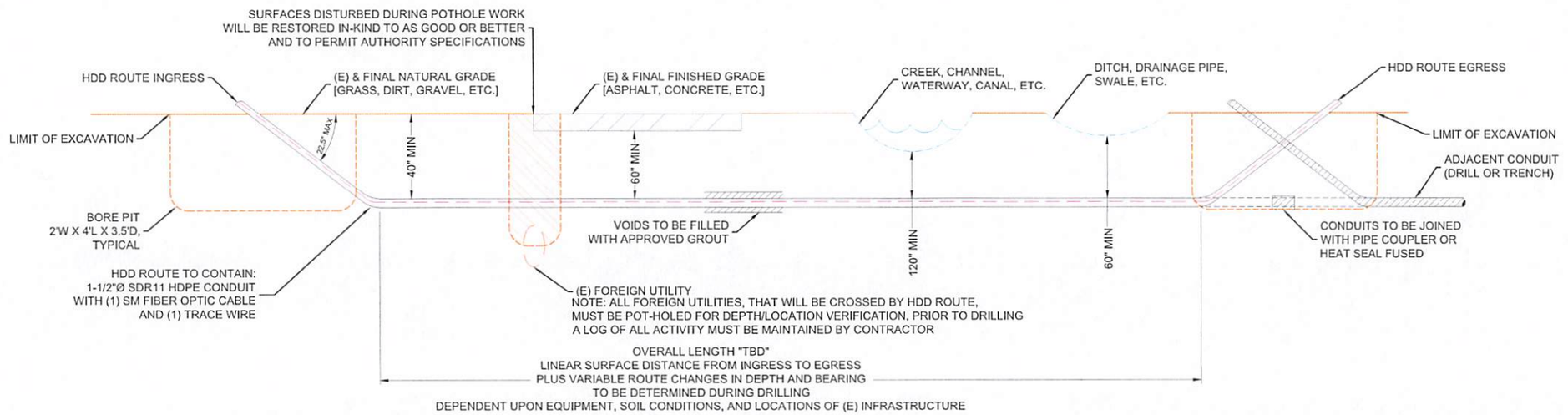
DETAIL A
RISER/DIP POLE AND ANCHOR/GUY DETAIL DRAWING
SCALE = NONE



DETAIL B
HANDHOLE INSTALLATION
SCALE = NONE



DETAIL C
TYPICAL TRENCH
SCALE = NONE



DETAIL D
HORIZONTAL DIRECTIONAL DRILLING

ECC Technologies
2136 Five Mile Line Road, Penfield, NY 14526
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Erie Net
TOWN of AMHERST, ERIE COUNTY

CONSTRUCTION DETAILS

REVISIONS			
No.	Date	Description	By

File Name		Scale	1"-30"
Drawn By	AH	Date	JULY 2025
Checked By	RH		

Segment Number: UG-040
Drawing Number: 10 of 10

Attachment: ErieNET LDC Utility Work Permit (RES-2025-679 : ErieNet LDC)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30695 **RESOLUTION 2025-680** **ADOPTED**

Senior Maintenance Worker/Building Maintenance/Facilities

Please appoint a Senior Maintenance Worker to the Building Maintenance/Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 5, 2025 at an hourly rate of $26.82, Grade 5, Step F for Zachary Norton.

This is a promotion for an employee currently serving as Maintenance Worker.

8/4/2025
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

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30709 **RESOLUTION 2025-681** **ADOPTED**

Building & Zoning Clerk/Building Department

Please appoint a Building & Zoning Clerk to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 5, 2025 at an annual salary of $53,101, Grade 8, Step F for Gina Kimble.

This is a promotion for an employee currently serving as Senior Account Clerk.

8/4/2025
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: 08/04/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30710 **RESOLUTION 2025-682** **ADOPTED**

Police Captain/Police Department

Please appoint a Police Captain to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 5, 2025 at an annual salary of $122,127 for Cheryl Julicher.

This is a promotion for an employee currently serving as Lieutenant of Detectives. Replacing an employee who retired.

8/4/2025
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
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Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30711 **RESOLUTION 2025-683** **ADOPTED**

Police Lieutenant/Police Department

Please appoint a Police Lieutenant to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 5, 2025 at an annual salary of $110,966 for Michael Timblin.

This is a promotion for an employee currently serving as Police Officer.
Replacing as employee who was promoted.

8/4/2025
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: 08/04/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30723 **RESOLUTION 2025-684** **ADOPTED**

Wastewater Facilities Mechanic/Engineering-Plant #16

Please appoint a Wastewater Facilities Mechanic to the Engineering-Plant #16 Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 5, 2025 at an hourly rate of $24.26, Grade IV, Step 1 for Brian Hoffman.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

Replacing an employee who retired.

8/4/2025
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: 08/04/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30725 **RESOLUTION 2025-685** **ADOPTED**

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 5, 2025 at an hourly rate of $18.96, Grade 3, Step A for John Blinzer.

Contingent upon completing all pre-employment requirements.

8/4/2025
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: 08/04/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30727 **RESOLUTION 2025-686** **ADOPTED**

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 5, 2025 at an hourly rate of $18.96, Grade 3, Step A for Joseph Cunningham.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

Replacing an employee who was separated from service.

8/4/2025
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: 08/04/25 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30728 **RESOLUTION 2025-687** **ADOPTED**

Wastewater Treatment Plant Operator Trainee/Engineering-Plant #16

Please appoint a Wastewater Treatment Plant Operator Trainee to the Engineering Department-Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 5, 2025 at an hourly rate of $24.26, Grade IV, Step 1 for Ryan Vaillancourt.

This is a Permanent appointment for a current employee who has been serving Provisionally.

Please authorize a six (6) month residency waiver.

8/4/2025
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: 08/04/25 03:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by:

DOC ID: 30708 **RESOLUTION 2025-688** **ADOPTED**

Comtec of WNY Statement of Work, CRS #5719

Please authorize the Supervisor to sign an agreement with Comtec of WNY Inc. This agreement is for regular and emergency rates should there be a fiber optic cable service disruption. This agreement will expire on July 21, 2026.

Contract 5719 has successfully completed the Contract Routing System approval process.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A1681-4110 on an as needed basis

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

COMTEC of WNY Inc. Communications
YOUR FIBER OPTIC CONNECTION
EMERGENCY NETWORK RESTORATION SERVICES 24/7/365
888-625-8807

Town of Amherst
5583 Main Street
Williamsville, NY 14221

The following is our list of regular and emergency response rates and out-of scope services. This includes our crews to mobilize to site and provide emergency or other out-of-scope services to repair or replace damaged fiber optic cable, conduit, innerduct, or other associated equipment/material. Pricing will be valid from July 21, 2025 and will expire on July 21, 2026

Description	Per Hour
Regular Scheduled Work- Line Crew (3 man crew and bucket truck)	$584.48
Saturday, Sunday, Holiday, and Emergency Callout Rate-Line Crew (3 man crew and bucket truck)	$1168.97
Regular Scheduled Work- Underground Crew (3 man crew and truck)	$584.48
Saturday, Sunday, Holiday, and Emergency Callout Rate- Underground Crew (3 man crew and truck)	$1168.97
Regular Scheduled Work- Fiber Optic Splicer	$194.83
Saturday, Sunday, Holiday, and Emergency Callout Rate-Fiber Optic Splicer	$389.66
Regular Scheduled Work-Flagger	$143.06
Saturday, Sunday, Holiday, and Emergency Callout Rate- Flagger	$286.13
Regular Scheduled Work- Line Worker/UG laborer per hour	$194.83
Saturday, Sunday, Holiday, and Emergency Callout Rate- Line/UG laborer per hour	$389.66

Note: Materials will be billed at cost plus 15%

We have compiled our quotation for this project to fit the scope of work as we understand it.
Thank you for giving Comtec an opportunity to bid on this project.

Client: Town of Amherst

(signed) _____

(printed name) _____

(title) _____

(date) _____

Comtec of WNY Inc.

(signed) James W. Edwards, Jr.

(printed name) James W. Edwards, Jr.

(title) Vice President

(date) 07/21/2025

Attachment: Comtec Contract 250721 (RES-2025-688 : Comtec of WNY Statement of Work, CRS #5719)

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Contractor to assure that any policy procured by

Attachment: Comtec Contract 250721 (RES-2025-688 : Comtec of WNY Statement of Work, CRS #5719)

any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(e) A failure by Contractor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.

Attachment: Comtec Contract 250721 (RES-2025-688 : Comtec of WNY Statement of Work, CRS #5719)

(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

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.

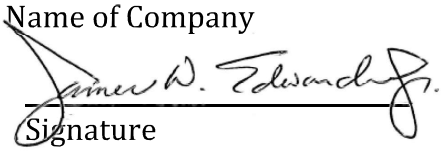
Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this 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:

Agreed to and Accepted by:

Attachment: Comtec Contract 250721 (RES-2025-688 : Comtec of WNY Statement of Work, CRS #5719)

Comtec of WNY Inc.
Print Name of Company

By: 
Signature

James W. Edwards, Jr.
Printed name

Date: 07/21/2025

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Comtec Contract 250721 (RES-2025-688 : Comtec of WNY Statement of Work, CRS #5719)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: COMTEC OF WNY INC

Signature: James W. Edwards

Print Name: James W. Edwards Jr.

Title: Vice President

Date: 2025-07-21

Sworn To Before Me This

21 Day of July, 2025

Notary Public

CHRISTOPHER PARKER
Notary Public, State of New York
Qualified in Niagara County
Reg. No. 01PA6383973
My Commission Expires Dec. 3, 2026

Revised 4.2017

Attachment: Comtec Contract 250721 (RES-2025-688 : Comtec of WNY Statement of Work, CRS #5719)

Client#: 1672839 COMTEWNY

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/13/2025

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

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

PRODUCER	CONTACT NAME: Sara Boots Pellegrino
USI Insurance Services, LLC 726 Exchange St. Ste 618 Buffalo, NY 14210 716 314-2000	PHONE (A/C, No, Ext): 716 314-2086 FAX (A/C, No): E-MAIL ADDRESS: sara.bootspellegrino@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Wesco Insurance Company	25011
INSURER B : Southern Insurance Company	19216
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Comtec of WNY Inc
6310 South Transit Road
Lockport, NY 14094

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Included X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	WPP205683800	11/01/2024	11/01/2025	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 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	WPP205269200	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000	X	X	WUM204358500	11/01/2024	11/01/2025	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		OWC1011841	04/01/2025	04/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

Please see any related project description or additional insureds (if applicable) on page 2.

Additional Insured/Waiver of Subrogation coverage shown above and marked with an X apply only when such coverage is required by written contract signed by the insured prior to a loss.

To the extent covered by endorsement forms:

GENERAL LIABILITY:

(See Attached Descriptions)

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: Comtec Contract 250721 (RES-2025-688 : Comtec of WNY Statement of Work, CRS #5719)

DESCRIPTIONS (Continued from Page 1)

CG0224 10/93 Earlier Notice of Cancellation Provided by Us
CG2001 04/13 Primary and Non-Contributory - Other Insurance Condition
CG2010 04/13 Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
CG2012 04/13 Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorization
CG2034 04/13 Additional Insured, Lessor of Leased Equipment, Automatic Status When Required in Lease Agreement With You
CG2037 04/13 Additional Insured, Owners, Lessees or Contractors - Completed Operations
CG2038 04/13 Additional Insured, Owners, Lessees or Contractors - Automatic Status for other Parties When Required in Written Construction Agreement
CG2503 05/09 Designated Construction Project(s) General Aggregate
GL9900078 09/12 Broadened Coverage for Contractors
Auto:
CA990187 07/15 Business Auto Expansion Endorsement
Umbrella:
UMB3000 03/07 General Amendatory Endorsement (Additional Insured - Primary/Non-Contributory)
UMB3000 03/07 General Amendatory Endorsement (Per Project Aggregate)
CU0204 09/00 Earlier Notice of Cancellation Provided by Us
CU2403 09/00 Waiver of Transfer of Rights of Recovery Against Others to Us
CU990001 02/14 Following Form Endorsement

Attachment: Comtec Contract 250721 (RES-2025-688 : Comtec of WNY Statement of Work, CRS #5719)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Comtec of WNY Inc. 6310 South Transit Road Lockport, NY 14094 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 716-625-8807 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 161367912
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St Williamsville, NY 14221	3a. Name of Insurance Carrier Southern Insurance Company 3b. Policy Number of Entity Listed in Box "1a" OWC1011841 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 canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

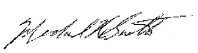
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Michael Bonetto
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  04/01/2025
(Signature) (Date)

Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: Carrier Phone

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

Attachment: Comtec Contract 250721 (RES-2025-688 : Comtec of WNY Statement of Work, CRS #5719)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein however, shall be construed as creating any liability on the part of such state or municipal department, board commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: Comtec Contract 250721 (RES-2025-688 : Comtec of WNY Statement of Work, CRS #5719)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

COMTEC OF WNY INC.
6310 SOUTH TRANSIT ROAD
LOCKPORT, NY 14094

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

1b. Business Telephone Number of Insured
716-625-8807

1c. Federal Employer Identification Number of Insured or Social Security Number
161367912

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

3a. Name of Insurance Carrier
HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a
LNY645018001

3c. Policy effective period
10-01-2024 to 09-30-2025

4. Policy provides the following benefits:

- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:

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

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

Date Signed 09-16-2024 By *Elizabeth Tello*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number Name and Title

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

DB-120.1 (12-21)

Attachment: Comtec Contract 250721 (RES-2025-688 : Comtec of WNY Statement of Work, CRS #5719)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30706 **RESOLUTION 2025-689** **ADOPTED**

Millington Lockwood Business Interior Solutions Purchase of EOC Dispatch Center Furniture (CRS #5740)

TOWN BOARD AGENDA ITEM: AUGUST 4, 2025

TO: **Town Board**

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

RE: **Millington Lockwood Business Interior Solutions**
Purchase of EOC Dispatch Center Furniture (CRS #5740)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and Millington Lockwood Business Interior Solutions (CRS#5740) with regard to the above-entitled matter. Approval of this agreement is pending successful completion of the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: August 4, 2025)**

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2102 .4972: $12,792.36

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

AMHERST POLICE DEPARTMENT
500 JOHN J. AUDUBON PKWY
AMHERST, NEW YORK 14228
716-689-1322
FAX 716-689-1310
SCOTT P. CHAMBERLIN
CHIEF OF POLICE

AGREEMENT

Let this document stand as an Agreement between Millington Lockwood Business Interior Solutions and the Town of Amherst permitting the Town to participate in the following NYSOGS Contracts for office furniture.

NYS Contract PC 70241with MillerKnoll
NYS Contract PC 70272 with Exemplis
NYS Contract PC 70212 with Human Active Technology

Agreed to and Accepted by:

Millington Lockwood Business Interior Solutions

By: _____
Signature

Dalton J. Kidman
Printed Name

Controller
Title

Date: 07/28/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Updated Contract for CRS Routing (RES-2025-689 : Millington Lockwood: Purchase of EOC Dispatch Center Furniture (CRS#

millington lockwood
BUSINESS INTERIOR SOLUTIONS

MillerKnoll
CERTIFIED DEALER

Invoice

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

Quote/Order No	54786
Date	07/29/2025
Customer PO No	
Customer Account	AMHERST
Salesperson	Ronald Adimey Jr
Project Number	
Terms	NET 15 DAYS
Page	1 of 3

TO
Town of Amherst
5583 Main Street
Williamsville, NY 14221

ATTN: Jamie Anable
Email: janable@apdny.org

SHIP TO
Town of Amherst
4220 Bailey Ave
Amherst, NY 14226

ATTN: Jamie Anable
Email: janable@apdny.org

MillerKnoll NYS Contract PC 70241

Exemplis NYS Contract PC 70272

Human Active Technology NYS Contract PC 70212

Purchase order made to :
Millington Lockwood, Inc.
3901 Genesee Street
Suite 801
Buffalo, NY 14225

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	4.00 Each	FTS10.3078LS--91-91 +Rect Surf,sq-edge,30" d,78" w,high-pressure lam top/ thermoplastic edge,no brackets, for freestd or use w/ low crdnz 91:+white (CP) 91:+white (CP) Mark Line For: Tag L3: CALL CENTER	257.04	1,028.16
2	4.00 Each	AER2B22DW--ALP-G1-G1-G1-C7-BK-231-03 +Wk Chair, Ready to Assemble,b size,standard-height range,tilt limiter,fully adj arms,nonuphst armpads ALP:+adjustable posturefit SL G1:+graphite (CP) G1:+graphite (CP) G1:+graphite (CP) C7:+2 1/2" caster, black yoke, hard floors or carpet BK:+black 231:+8Z Pellicle-Pr Cat 1 03:+8Z Pellicle graphite	872.80	3,491.20

Attachment: Updated Contract for CRS Routing (RES-2025-689 : Millington Lockwood: Purchase of EOC Dispatch Center Furniture (CRS#

millington lockwood
BUSINESS INTERIOR SOLUTIONS

MillerKnoll
CERTIFIED DEALER

Invoice

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

Quote/Order No	54786
Date	07/29/2025
Customer PO No	
Customer Account	AMHERST
Salesperson	Ronald Adimey Jr
Project Number	
Terms	NET 15 DAYS
Page	2 of 3

3	2.00 Each	AER2C22DW--ALP-G1-G1-G1-C7-BK-231-03 +Wk Chair, Ready to Assemble,c size,standard-height range,tilt limiter,fully adj arms,nonuphst armpads ALP:+adjustable posturefit SL G1:+graphite (CP) G1:+graphite (CP) G1:+graphite (CP) C7:+2 1/2" caster, black yoke, hard floors or carpet BK:+black 231:+8Z Pellicle-Pr Cat 1 03:+8Z Pellicle graphite	872.80	1,745.60
4	4.00 Each	3162.TBT7.TZ3078--BF01-LS18 Switchback Base, 2-Leg 3-Stage T-Leg, For 30"D x 78"W Tabletop BF01:Silver LS18:Fixed / Glides Mark Line For: Tag L3: CALL CENTER	430.40	1,721.60
5	4.00 Each	3152.WM03.PST1 Wire Management, Cable Caddy (J-Chan), Power Strip (Undermount, 8AC/125V, Power Cord 96"L) Mark Line For: Tag L3: CALL CENTER	166.40	665.60
6	4.00 Each	E5G-P33SS--BLK-(BLK-AC) E5 3 over 3 Pole, Up to 10 lbs each, max monitor 27" BLK:Black (BLK-AC):Black	718.80	2,875.20
7	1.00 Each	DELIVERY NYS Contract Delivery and Installation	1,265.00	1,265.00
			TOTAL:	**$12,792.36**
			EXEMPT_SALES	$0.00
			GRAND TOTAL:	$12,792.36

Attachment: Updated Contract for CRS Routing (RES-2025-689 : Millington Lockwood: Purchase of EOC Dispatch Center Furniture (CRS#

millington lockwood
BUSINESS INTERIOR SOLUTIONS

MillerKnoll
CERTIFIED DEALER

Invoice

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

Quote/Order No	54786
Date	07/29/2025
Customer PO No	
Customer Account	AMHERST
Salesperson	Ronald Adimey Jr
Project Number	
Terms	NET 15 DAYS
Page	3 of 3

GENERAL TERMS & CONDITIONS

1. All goods sold hereunder are of special manufacturer, design or order, and are not subject to cancellation or return.
2. Pricing is valid for 30 days from proposal date.
3. When delivery is postponed/delayed by the purchaser the product will be stored for 30 days. After 30 days, storage will be charged to the Purchaser. Transfer to storage will be deemed delivery for all purposes, including invoicing and payment.
4. Installation, unless otherwise stated, assumes the following conditions: Non-union labor, normal working hours (no over-time), elevator access directly into staging/installing area, site free and clear of conflicting trades, use of elevators during off-loading and trash removal, loading dock availability. *Hardwiring of electrical is not included and must be supplied by licensed electrician. Installation includes trash removal and final walk-through/punch list sign off.*
5. The Signatory acknowledges receipt of a copy of this contract and acceptance of the terms herein.

Signed _____ Company _____

Printed Name _____ Title _____

Date _____

Attachment: Updated Contract for CRS Routing (RES-2025-689 : Millington Lockwood: Purchase of EOC Dispatch Center Furniture (CRS#

Attachment: Updated Contract for CRS Routing (RES-2025-689 : Millington Lockwood: Purchase of EOC Dispatch Center Furniture (CRS#

Addendum to Contract Minor Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Updated Contract for CRS Routing (RES-2025-689 : Millington Lockwood: Purchase of EOC Dispatch Center Furniture (CRS#

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

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:

Millington Lockwood, Inc.
Print Name of Company

By: _____
Signature

Dalton O. Kirkman
Printed name

Date: 07/28/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Updated Contract for CRS Routing (RES-2025-689 : Millington Lockwood: Purchase of EOC Dispatch Center Furniture (CRS#

Attachment: Updated Contract for CRS Routing (RES-2025-689 : Millington Lockwood: Purchase of EOC Dispatch Center Furniture (CRS#

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Millington Lockwood, Inc.

Signature: [signature]

Print Name: Dakota J. Kirkman

Title: Controller

Date: 07/28/2025

Sworn To Before Me This

_____ Day of _____, 20___

_____

Notary Public

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
6/25/2025

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

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Chubb National Insurance Company	10052
INSURER B : Great Northern Insurance Company	20303
INSURER C : Hanover Insurance Company	22292
INSURER D :	
INSURER E :	
INSURER F :	

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

COVERAGES **CERTIFICATE NUMBER:** 7635445 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	D01765346	6/30/2025	6/30/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY	Y	Y	73634906	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	78199681	6/30/2025	6/30/2026	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Installation Coverage	Y		D01765346	6/30/2025	6/30/2026	Per Location	$100,000
C	Cyber Liability	Y		LHSJ061080	6/30/2025	6/30/2026	Aggregate	$1,000,000
							Retention	$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Amherst is included as an additional insured under the general liability if required by written contract.

CERTIFICATE HOLDER

Town of Amherst
1100 North Forest Road
Williamsville NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: Updated Contract for CRS Routing (RES-2025-689 : Millington Lockwood: Purchase of EOC Dispatch Center Furniture (CRS#

NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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

SCAN TO VALIDATE
AND SUBSCRIBE

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

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

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

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

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 956961917

U-26.3

Attachment: Updated Contract for CRS Routing (RES-2025-689 : Millington Lockwood: Purchase of EOC Dispatch Center Furniture (CRS#

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
MILLINGTON LOCKWOOD INC DBA RICHWAY REFI NISHING
3901 GENESEE STREET
BUFFALO, NY 14225

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

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

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

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

Town of Amherst
5583 Main Street
Buffalo, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

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

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

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

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

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

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

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

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Updated Contract for CRS Routing (RES-2025-689 : Millington Lockwood: Purchase of EOC Dispatch Center Furniture (CRS#

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 30689 **RESOLUTION 2025-690** **ADOPTED**

Class Instructor, Colleen Maloney-Berman CRS #5710

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) & Colleen Maloney-Berman, Class Instructor.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

$25.00 per hour Account: A 6772-4090

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Colleen Maloney-Berman
(Payment/Check payable to same)

Address: 190 Breezewood Common

East Amherst, NY 14051

Class/Activity: Yoga Instructor

This is a -5- **year contract.**

Start Date: September 3, 2025 **Date executed below by the Town Supervisor**

End Date: September 2, 2030

Rate per hr.: $25.00

Colleen Maloney-Berman , agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.

Cm maloney berman — Instructor/Leader Signature

le 10 juillet/25 — Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name Class Instructor CRS# 5710 *Vendor Name* Colleen Maloney-Berman

Attachment: Colleen Maloney-Berman-07252025095941 (RES-2025-690 : Class Instructor, Colleen Maloney-Berman CRS #5710)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 30691 **RESOLUTION 2025-691** **ADOPTED**

Class Instructor, Top Champions Inc. CRS #5711

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) & Top Champions Inc, Class Instructor.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

$25.00 per hour Account: A 6772-4090

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Top Champions Inc.
(Payment/Check payable to same)

Address: 71 Fairgreen Drive

Amherst, NY 14228

Class/Activity: Martial Arts and Self Defense Instructor

This is a -1- **year contract.**

Start Date: September 11, 2025 **Date executed below by the Town Supervisor**

End Date: September 10, 2026

Rate per hr.: $25.00

Top Champions Inc. , agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.

Instructor/Leader Signature — Date: 07.14.25

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name Class Instructor CRS# 5711 *Vendor Name* Top Champions Inc.

Contractor Commitment Form 2021

Attachment: Top Champions Inc-07252025131427 (RES-2025-691 : Class Instructor, Top Champions Inc. CRS #5711)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30697 **RESOLUTION 2025-692** **ADOPTED**

Change Order No. 1 MLP Plumbing & Mechanical, Inc. Increase of $30,020.00 WPCF: HVAC Facility Improvements, Phase 4 Town of Amherst Project No. 2017.002D CRS #5726

The Engineering Department requests the Town Board approve the above referenced change order, which calls for a $30,020.00 increase in the contract price. This change order will cover the costs associated with furnishing and installing new valves in Building Nos. 4 & 10. While removing the existing boiler equipment during construction, it was determined that some of the other valves on the boiler circulation piping were near failure. These items were unknown at the time of bidding, and are necessary in order to have a properly working boiler system.

Funding for this request is available from the following source:

G-9916-2600 $30,020.00

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

Thank you for considering this request.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-2600 - $30,020.00

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

IDENTIFY (INFORMATION MUST BE COMPLETED OR CONTRACT WILL BE RETURNED TO APPROPRIATE DEPARTMENT)

REQUESTED TOWN BOARD AGENDA DATE: August 4, 2025

Contract/Project Title: WPCF: HVAC Facility Improvements, Phase 4 (TOA Project #2017.002D)

Vendor: MLP Plumbing & Mechanical, Inc.

ORG: G9916

OBJECT: 2600 (Other Equipment)

Amount: $30,020.00 Increase to Contract

Contract Period: Notice to Proceed: April 30, 2025;

Substantial Competition Date: November 26, 2025

Department contact: Michael J. Poslinski [ext #8045]

APPROVED AS TO CONTENT

_____

Department Head - Signature

Jeffrey S. Burroughs, P.E.

Department Head - Print Name

Date Approved: _____

Attachment: ME Engineering Letter and routing sheet (RES-2025-692 : Change Order No. 1 MLP Plumbing & Mechanical, Inc.)

Mechanical/Electrical Engineering Consultants
Buffalo • Rochester • Syracuse • Capital District

July 23, 2025

AMHERST WATER POLLUTION CONTROL FACILITY – HVAC IMPROVEMENTS – PHASE 4
M/E Reference 221068

WATER POLLUTION CONTROL FACILITY
455 Tonawanda Creek Road
Amherst, NY 14228

Attention: Mr. Michael Poslinski

Dear Mr. Poslinski:

M/E Engineering has reviewed the Proposed Change Orders submitted by the Mechanical Contractor, MLP:

- PCO-1a (Rev-1) which provides a credit to the contract of ($11,920) and
- PCO-1c (Rev-1), which is an increase to the contract of $41,940

The additional work is in accordance with discussions between the facility personnel, the mechanical contractor and M/E Engineering and the pricing appears to be consistent with current construction costs in Western New York for similar scopes of work. We find these changes to be reasonable and acceptable.

Sincerely,

M/E ENGINEERING, P.C.

Adam Lineen

Adam R. Lineen, P.E.
Manager, HVAC Group/Senior Engineer

ARL:jfi
Enc.
cc: Mr. David M. Schlant – M/E Engineering, P.C.

Attachment: ME Engineering Letter and routing sheet (RES-2025-692 : Change Order No. 1 MLP Plumbing & Mechanical, Inc.)

MLP Plumbing & Mechanical, Inc.
3198 Union Road, Suite 300
Cheektowaga, NY 14
Ph 716-681-6997/ Fx 716-681-0

POTENTIAL CHANGE ORDER

Project Name:	Amherst Water Pollution Control Facility	**Date:**	07/10/25
Location:	455 Tonawanda Creek Road	**Proposal No:**	PCO-1a (Rev-1)
Billing Address:	Buffalo NY 14228	**MLP Project No:**	2025-6070
	M/E Engineering	**Customer No:**	2017.002D / 2210
	arlineen@meengineering.com	**Requested by:**	Town of Amherst
Email Address:	mposlinski@amherst.ny.us	**Attention:**	Mike P. / Adam L
		Phone:	716-691-9771 ext.8
Regarding:	***(PCO - 1a) Bldg. # 4 & # 10 Credits***	**Estimator:**	MM / NJR

Includes: *Building # 4 - Credit Pump # 9 new valve replacement work. Building # 10 - Credit Demo of Existing Equipment pad.*

Excludes: *Sales Tax, Electric Power & TC work, Insulation work, Premium Time*

GENERAL CONDITIONS	QTY	Cost	Total
01-003 Permit		-	-
01-011 Shipping & Freight		-	-
02-051 Drafting		100.00	-
01-100 Indirect Costs	-10,725.38	0.00%	-
		TOTAL:	-

LABOR	Date	Hours	Rate	Tot
Mixed Crew Rate from Bid	02/03/25	-17.0	93.14	(1,583
			TOTAL:	(1,583

RENTALS & EQUIPMENT	QTY	Cost	Total
03-610 Truck & Deliveries		90.00	-
		TOTAL:	-

SUBCONTRACTOR	Company	Co
23-019 G.C. - Pad Demo	Iroquoisbar	(5,000
	TOTAL:	(5,000.

MATERIALS	QTY	Cost	Total
22-600 Mat. Credit (Pump # 9)	1.0	(4,142.00)	(4,142.00)
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		TOTAL:	(4,142.00)

PCO TOTAL			
General Conditions			
Rental & Equipment			
Labor			(1,583
Materials			(4,142
01-001 Overhead & Profit		10.0%	(572
Subcontractor Total			(5,000
01-001 Overhead & Profit		10.0%	(500
01-006 OCP Insurance	-	0.0%	-
01-002 Bond	(11,798)	1.035%	(122
01-010 Sales Tax (Material)		8.75%	-

MLP will complete all work described above in accordance with plans and specifications for the cost of: ***-$11,92***

If you should have any questions, please contact our office.

Sincerely,

Norb Rehner

MLP, Project Manager
MLP Plumbing & Mechanical, Inc.

Proposal based on (straight) tin
Contract duration will be increased by (0) Da
Revised substantial completion will be (00/00/0
This PCO will be void in 30 days without written notification to proceed.

Attachment: PCO-1a - Building # 4 & # 10 Credits Rev-1 (RES-2025-692 : Change Order No. 1 MLP Plumbing & Mechanical, Inc.)

Company: Mlp Plumbing & Mechanical Inc.
JobName: 7042 [Amherst WPCF]
Material Set: MLP Std.
Labor Set: MLP std. (PHCC)
Run Date: 07-01-2025 @ 15:18:59
Sort Key: By Zone

Zone	Qty	Size	Description	Matl Group	Lbs	List Price	Price Total	Labor Total
PCO-XX BLDG 4 - Credit	5	4	Sch 40 ERW Blk Stl Pipe A53B PE	pipnet	53.95	$ 9.72	$ 48.60	1.25
	4	4	200# DI Lug BFV ABDsc EPDM wLev	nbbfly	60.00	$ 835.00	$ 1,806.94	8.0
	2	4	150# CS RF Weld Neck Flange	wldfit	33.00	$ 74.78	$ 71.79	5.2
	2	4x1/16	150# Gen Serv FF Gasket	gasket	0.00	$ 1.33	$ 2.66	0.0
	16	5/8x3	Hex Head Bolt w/ Nut	bolts	0.00	$ 0.99	$ 6.02	0.0
	4	4	150# Flange Joints	misc	0.00	$ -	$ -	0.0
	8	4	200# Flange Joints	misc	0.00	$ -	$ -	0.0
	2	4	Sch 40 Butt Weld Joints	misc	0.00	$ 1.10	$ 2.20	0.0
	1	4	Flanged Triple Duty Valve	misc	0.00	$2,203.20	$ 2,203.20	2.0
PCO-XX BLDG 4 - Credit	**44**	**(SUBTOTAL)**			**146.95**		**$ 4,141.41**	**16.45**

4,142 17 Hrs
Mat. Labor

Packet Pg. 175

13.S.1.b

Attachment: PCO-1a - Building # 4 & # 10 Credits Rev-1 (RES-2025-692 : Change Order No. 1 MLP Plumbing & Mechanical, Inc.)

IROQUOIS
CONSTRUCTION SERVICES

CREDIT

CUSTOMER : MLP Plumbing **NUMBER: 3-1378**
PROJECT: Amherst Water Phase IV **DATE: 7/1/2025**

We appreciate the opportunity to quote your firm for your construction needs in reference to the project listed above. Iroquois Bar Corp is a New York State registered **minority business enterprise (MBE) and disadvantaged business enterprise (DBE).**

Scope of work:
Iroquois Bar is pleased to provide credit for the following work on the above-mentioned project.

DEDUCT Demo concrete equipment pad

Credit **$5,000.00**

Exclusions:

Iroquois Bar Corp has excluded all of, but not limited to, the following items from this bid:
- TEMPORARY PARTITIONS OR PROTECTIONS
- Environmental remediation (including asbestos and lead removal)
- Hazardous / contaminated material handling or removal
- Temporary railings
- All Layout & Design Engineers calculations or stamp
- Re-insulating
- Removing & relocating of items in the work area or that may interfere with our activities
- Shutdown of power and all utilities to areas being demolished prior to our activities
- MEP Removals and related work
- Delays / down time due to delays not caused by Iroquois
- Drawings and notes not listed in proposal
- Utility cuts and/or caps including but not limited to: gas, electric, water, sewer, smoke, fire alarms, HVAC data
- Price based on one mobilization
- Penalties, Liabilities, Liquidated Damages
- Costs of bonds
- Taxes
- Third shift, weekends or holiday work not specified in specifications or change orders
- Materials testing and inspections
- Temporary fire protection
- Temporary heating and cooling
- Temporary sanitary facilities

Provisions:

Terms of payment: Net 30
Prices shall remain firm for 30 days.
This quotation shall be acknowledged and accepted within 30 days.
If you have any questions regarding this quotation please call (716) 270-0433, or fax: (716) 824-5313.

CERTIFIED MBE & DBE
IROQUOIS BAR CORP. · 155 COMMERCE DR. LACKAWANNA, NY 14218
OFFICE: (716) 270-0433 · FAX: (716) 824-5313 · WWW.IROQUOISBAR.COM

Attachment: PCO-1a - Building # 4 & # 10 Credits Rev-1 (RES-2025-692 : Change Order No. 1 MLP Plumbing & Mechanical, Inc.)

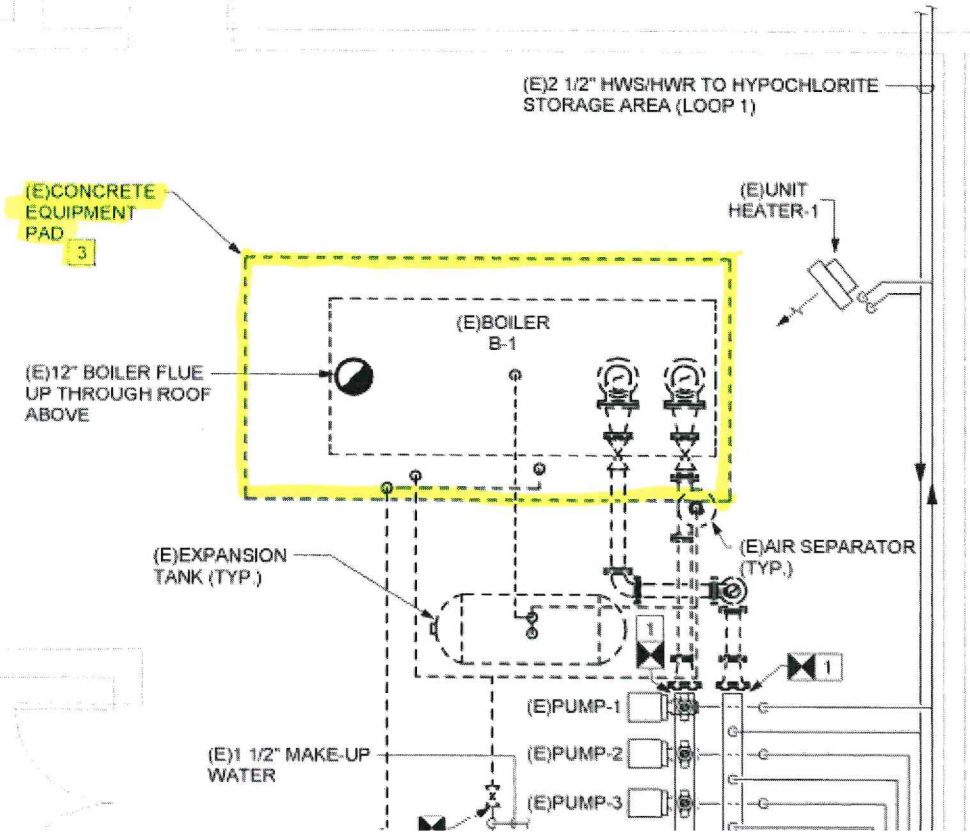
M101 DEMOLITION NOTES

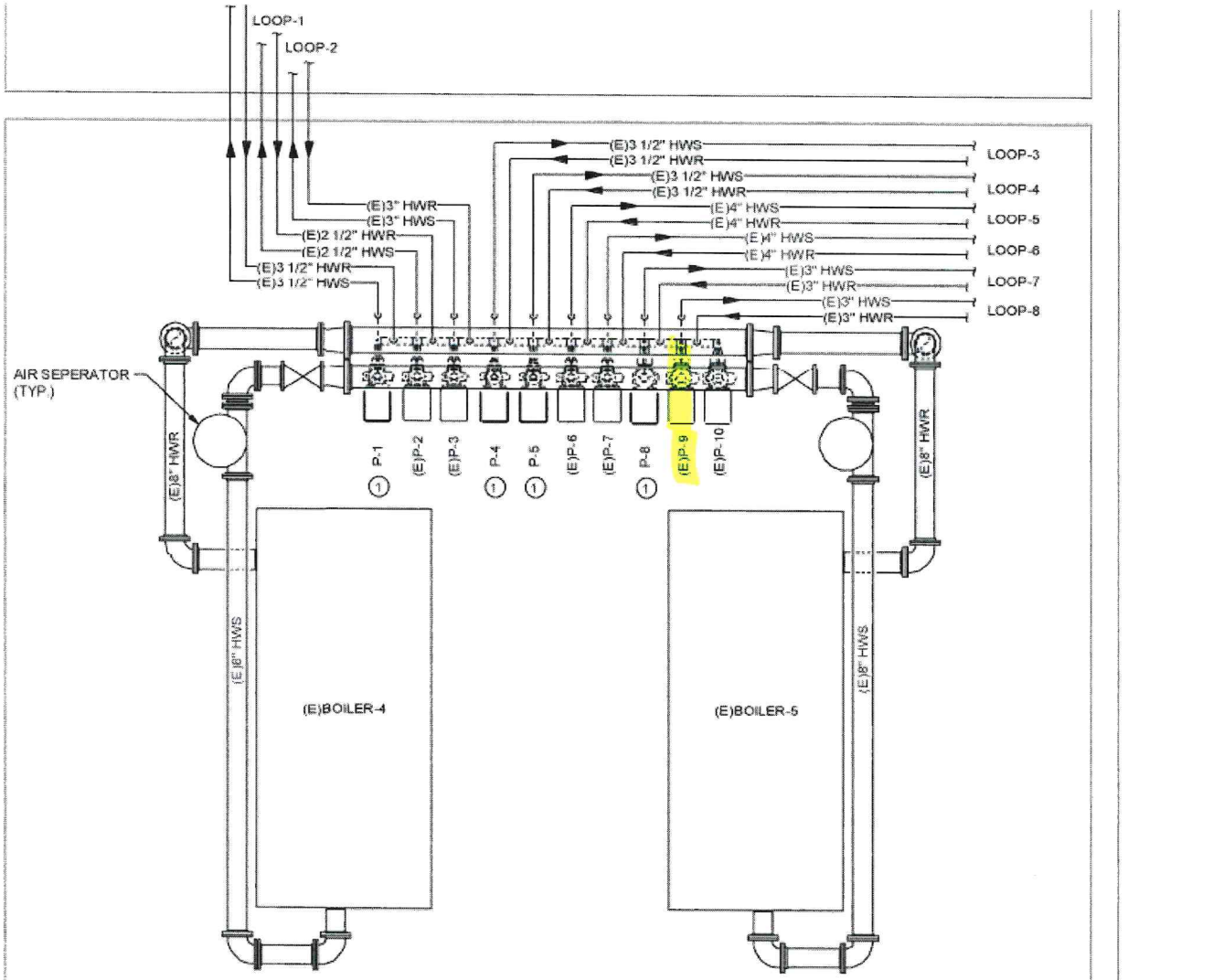
1 DISCONNECT AND REMOVE PIPING FROM (E)BOILER B-1 TO EXTENTS SHOWN. CAP AND INSULATE.

2 DISCONNECT AND REMOVE (E)PUMP-4 AND (E)PUMP-5, CONTROLS, AND ACCESSORIES. PREPARE FOR FUTURE CONNECTION.

3 DEMOLISH EXISTING CONCRETE EQUIPMENT PAD IN ITS ENTIRETY

4 DISCONNECT AND REMOVE PIPING FROM (E)BOILER B-2 TO EXTENTS SHOWN. PREPARE FOR FUTURE CONNECTION.





2 BUILDING 4 - BOILER ROOM PLAN - MECHANICAL

1/4" = 1'-0"

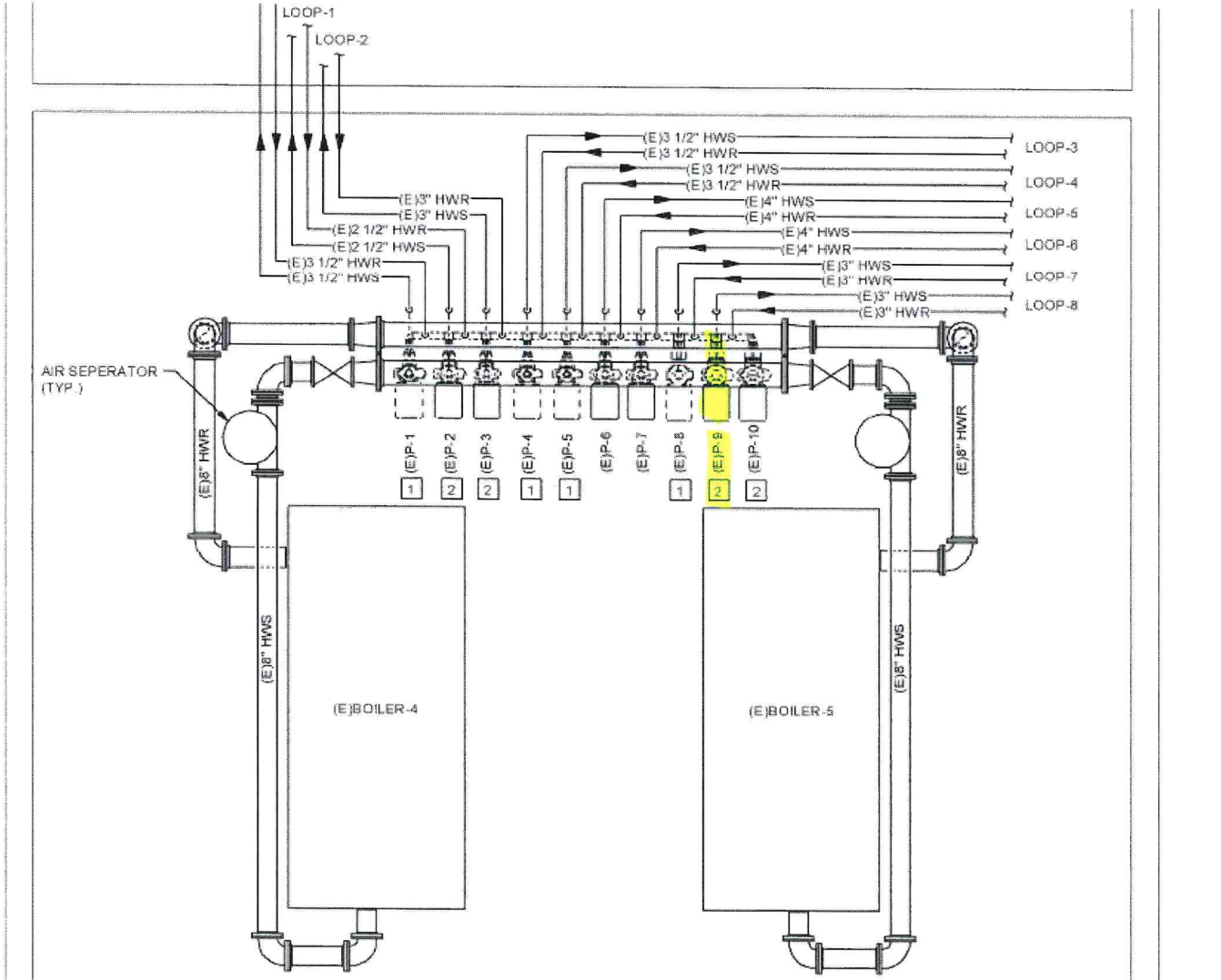
NORTH

0' 2' 4' 8'

M-101 DRAWING NOTES

1 PROVIDE PUMP AS SCHEDULED TO REPLACE EXISTING PUMP. PROVIDE PIPING AS REQUIRED TO REPLACE EXISTING PUMP.

2 PROVIDE (4)BUTTERFLY AND (1)TRIPLE DUTY VALVES AS REQUIRED TO REPLACE



1 BUILDING 4 - BOILER ROOM DEMOLITION PLAN - MECHANICAL

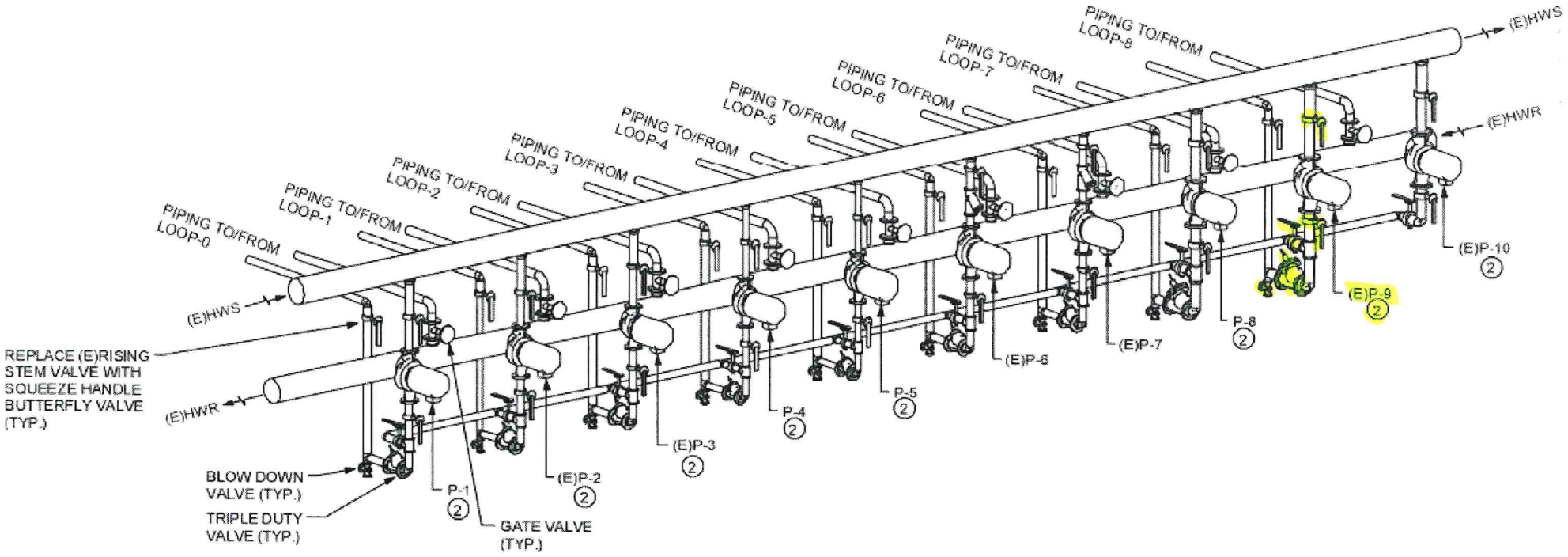
1/4" = 1'-0"

NORTH

0' 2' 4' 8'

M-101 DEMOLITION NOTES

1 DISCONNECT AND REMOVE (E) PUMP, CONTROLS, ACCESSORIES, AND ASSOCIATED VALVES. PREPARE FOR FUTURE CONNECTION.



3 PIPING ISOMETRIC

NTS

MLP Plumbing & Mechanical, Inc.

3198 Union Road, Suite 300
Cheektowaga, NY 14
Ph 716-681-6997/ Fx 716-681-0

POTENTIAL CHANGE ORDER

Project Name:	Amherst Water Pollution Control Facility	**Date:**	07/10/25
Location:	455 Tonawanda Creek Road	**Proposal No:**	PCO-1c (Rev-1)
Billing Address:	Buffalo NY 14228	**MLP Project No:**	2025-6070
	M/E Engineering	**Customer No:**	2017.002D / 2210
	arlineen@meengineering.com	**Requested by:**	Town of Amherst
Email Address:	mposlinski@amherst.ny.us	**Attention:**	Mike P. / Adam L.
		Phone:	716-691-9771 ext.80
Regarding:	*(PCO - 1c) Bldg. # 4 & # 10 New Installed Valves*	**Estimator:**	MM / NJR

Includes: *Building # 4 - Furnish & Install new replcement valves to meet boiler replacement schedule*

Excludes: *Sales Tax, Performance and Payment Bond, Electric Power & TC work, Insulation work, Premium Tim*

GENERAL CONDITIONS	QTY	Cost	Total
01-003 Permit		-	-
01-011 Shipping & Freight		-	-
02-051 Drafting		100.00	-
01-100 Indirect Costs	34,409.59	4.90%	1,686.07
		TOTAL:	1,686.07

LABOR	Date	Hours	Rate	Tot
Mixed Crew Rate from Bid	02/03/25	160.0	93.14	14,902
		TOTAL:		14,902

RENTALS & EQUIPMENT	QTY	Cost	Total
03-610 Truck & Deliveries	2	90.00	180.00
		TOTAL:	180.00

SUBCONTRACTOR	Company	Co
	TOTAL:	-

MATERIALS	QTY	Cost	Total
22-600 Mat. Cost (Bldg. # 4&10)	1.0	19,327.19	19,327.19
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		TOTAL:	19,327.19

PCO TOTAL			
General Conditions			1,686.
Rental & Equipment			180.
Labor			14,902.
Materials			19,327.
01-001 Overhead & Profit		15.0%	5,414.
Subcontractor Total			-
01-001 Overhead & Profit		15.0%	-
01-006 OCP Insurance	-	0.0%	-
01-002 Bond	41,510	1.035%	429.
01-010 Sales Tax (Material)		8.75%	-

MLP will complete all work described above in accordance with plans and specifications for the cost of: ***$41,94***

If you should have any questions, please contact our office.
Sincerely,

Norb Rehner

MLP, Project Manager
MLP Plumbing & Mechanical, Inc.

Proposal based on (straight) tim
Contract duration will be increased by (0) Da
Revised substantial completion will be (00/00/0
This PCO will be void in 30 days without written notification to proceed.

Attachment: PCO-1c - Building # 4 & # 10 New Valve Replacement - Install Costs Rev-1 (RES-2025-692 : Change Order No. 1 MLP Plumbing &

Detail

Company: Mlp Plumbing & Mechanical Inc.
JobName: 7042 [Amherst WPCF]
Material Set: MLP Std.
Labor Set: MLP std. (PHCC)
Run Date: 07-01-2025 @ 15:18:59
Sort Key: By Zone

Zone	Qty	Size	Description	Matl Group	Lbs	List Price	Price Total	Labor Total	
PCO-XX BLDG 10 - Header Valves	21	4	Sch 40 ERW Blk Stl Pipe A53B PE	pipnet	226.59	$ 9.72	$ 204.12	5.25	
	21.03	2 1/2	Type L Hard Copper Tube	coptub	52.15	$ 88.65	$ 671.03	2.597	
	2	4	Std Wt Steel Weld LR 90 Ell	wldfit	17.80	$ 73.43	$ 70.49	6.4	
	4	2 1/2	Nibco Press 90 Ell	pcfnib	4.90	$ 243.20	$ 583.68	1.847	
	6	3/4	Nibco Press Female Adapter	pcfnib	0.97	$ 11.32	$ 40.75	2.183	
	6	2 1/2x3/4	Nibco Press Reducing Tee	pcfnib	12.53	$ 418.30	$ 1,505.88	3.357	
	3	4	200# DI Lug BFV ABDsc EPDM wLev	nbbfly	45.00	$ 835.00	$ 1,355.21	6.0	
	6	3/4	200PSI W/CAP&CHN OTL HSE CON BAL	wball	0.00	$ 73.61	$ 441.68	1.26	
	10	4	150# CS RF Weld Neck Flange	wldfit	165.00	$ 74.78	$ 358.94	26.0	
	10	4x1/16	150# Gen Serv FF Gasket	gasket	0.00	$ 1.33	$ 13.30	0.0	
	80	5/8x3	Hex Head Bolt w/ Nut	bolts	0.00	$ 0.99	$ 30.10	0.0	
	2	2 1/2	150# ProPress ZL Cop Flg Adapter	proprs	0.00	$ 405.59	$ 365.03	0.462	
	2	2 1/2	150# Flange Joints	misc	0.00	$ -	$ -	0.0	
	12	4	150# Flange Joints	misc	0.00	$ -	$ -	0.0	
	6	4	200# Flange Joints	misc	0.00	$ -	$ -	0.0	
	14	4	Sch 40 Butt Weld Joints	misc	0.00	$ 1.10	$ 15.40	0.0	
	3	3/4	Std Wt Branch Weld on Pipe	misc	0.00	$ 0.52	$ 1.56	0.0	
	3	3/4x4	3000# Threaded Outlet	fsolet	0.75	$ 15.18	$ 31.88	2.01	
	3	NA	Thermometer	misc	0.00	$ 50.00	$ 150.00	0.9	
	1	2 1/2	Flanged Triple Duty Valve	misc	0.00	$ 849.00	$ 849.00	1.3	
	1	4	Flanged Triple Duty Valve	misc	0.00	$2,203.20	$ 2,203.20	2.0	
	5	NA	25PP 2.5" ProPress Valve	job	0.00	$ 638.75	$ 3,832.48	6.25	
PCO-XX BLDG 10 - Header Valves	**221**	**(SUBTOTAL)**			**525.69**		**$ 7,600.57**	**67.816**	68 HR
							12,723.73		
PCO-XX BLDG 10 - Header Valves pp	21	1 1/2	Type L Hard Copper Tube	coptub	23.94	$ 38.76	$ 293.03	1.197	
	21	2	Type L Hard Copper Tube	coptub	36.75	$ 60.66	$ 458.59	1.396	
	2	1 1/2	ProPress ZL Brz FP SSball Valve	vppvl	6.08	$ 160.00	$ 320.00	0.505	
	2	2	ProPress ZL Brz FP SSball Valve	vppvl	10.37	$ 264.60	$ 529.20	0.581	
	2	1 1/2	150# ProPress ZL Brz Flg Adapter	proprs	0.00	$ 372.82	$ 335.54	0.253	
	2	2	150# ProPress ZL Brz Flg Adapter	proprs	0.00	$ 418.83	$ 376.95	0.291	
	1	1 1/2	ProPress ZL Cop Coupling w/Stop	proprs	0.00	$ 36.04	$ 16.22	0.126	
	1	2	ProPress ZL Cop Coupling w/Stop	proprs	0.00	$ 45.98	$ 20.69	0.145	
	6	1 1/2	Viega ProPress Joint	proprs	0.00	$ -	$ -	0.0	
	6	2	Viega ProPress Joint	proprs	0.00	$ -	$ -	0.0	
PCO-XX BLDG 10 - Header Valves pp	**64**	**(SUBTOTAL)**			**77.14**		**$ 1,821.01**	**4.495**	4 HR
							2,350.21		
PCO-XX BLDG 4 - Header Valves	8	3	Sch 40 ERW Blk Stl Pipe A53B PE	pipnet	60.64	$ 6.82	$ 54.56	1.84	
	10	4	Sch 40 ERW Blk Stl Pipe A53B PE	pipnet	107.90	$ 9.72	$ 97.20	2.5	
	8	3	Std Wt Steel Weld Line Joint	misc	0.00	$ -	$ -	9.2	
	10	4	Std Wt Steel Weld Line Joint	misc	0.00	$ -	$ -	16.0	
	4	3	200# DI Lug BFV ABDsc EPDM wLev	nbbfly	38.00	$ 687.00	$ 1,486.67	5.6	
	5	4	200# DI Lug BFV ABDsc EPDM wLev	nbbfly	75.00	$ 835.00	$ 2,258.68	10.0	
	4	3	150# CS RF Weld Neck Flange	wldfit	46.00	$ 62.20	$ 119.42	7.4	
	4	3x1/16	150# Gen Serv FF Gasket	gasket	0.00	$ 1.04	$ 4.16	0.0	
	16	5/8x2 3/4	Hex Head Bolt w/ Nut	bolts	0.00	$ 0.93	$ 5.65	0.0	
	5	4	150# CS RF Weld Neck Flange	wldfit	82.50	$ 74.78	$ 179.47	13.0	
	5	4x1/16	150# Gen Serv FF Gasket	gasket	0.00	$ 1.33	$ 6.65	0.0	
	40	5/8x3	Hex Head Bolt w/ Nut	bolts	0.00	$ 0.99	$ 15.05	0.0	
	4	3	150# Flange Joints	misc	0.00	$ -	$ -	0.0	
	5	4	150# Flange Joints	misc	0.00	$ -	$ -	0.0	
	8	3	200# Flange Joints	misc	0.00	$ -	$ -	0.0	
	10	4	200# Flange Joints	misc	0.00	$ -	$ -	0.0	
	12	3	Sch 40 Butt Weld Joints	misc	0.00	$ 0.77	$ 9.24	0.0	
	15	4	Sch 40 Butt Weld Joints	misc	0.00	$ 1.10	$ 16.50	0.0	
	9	NA	DMP Demo & Prep	job	0.00	$ -	$ -	22.5	
PCO-XX BLDG 4 - Header Valves	**182**	**(SUBTOTAL)**			**410.04**		**$ 4,253.25**	**88.04**	88 HR
									160 HR
									40 HRS FM
									120 HRS - JM
									LABOR
									MATERIAL
									19,327.19

Attachment: PCO-1c - Building # 4 & # 10 New Valve Replacement - Install Costs Rev-1 (RES-2025-692 : Change Order No. 1 MLP Plumbing &

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30705 **RESOLUTION 2025-693** **ADOPTED**

Emergency Purchase Payment Authorization AEGEUS Inspection Solutions CRS - 5743

The Engineering Department, Water Pollution Control Facility would like to respectfully notify the Town Board that we have obtained the approval of Supervisor Kulpa to authorize AEGEUS Inspection Solutions to perform immediate cleaning and inspection of our bulk chemical storage tanks, nine in total. The reason for this urgency is that the Department of Environmental Conservation performed a recent plant wide inspection of our WPCF in which resulted in the DEC mandating that we have our chemical bulk storage tanks inspected and an inspection report turned over to them within thirty days.

These tank inspections are starting the week of July 29, 2029 by AEGEUS Inspection Services, this work is further broken down on their attached quote EAST-2025-0064 Rev 4, dated July 10, 2025 quoted at $20,208.00.

At this time, we ask the Town Board to authorize the Comptroller's Office to pay AEGEUS for $20,208.00 after full completion of the quoted work.

Funds for this request are available in G9916-4960.

Thank you for considering this request.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-4960

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

O'Neil, Jessica

From: Dean, Tom
Sent: Tuesday, July 15, 2025 10:30 AM
To: Kulpa, Brian J.; O'Neil, Jessica
Cc: Burroughs, Jeffrey; Juul, Lynda; Kittleman, Zach; Alba, Sam; Russell, Crystal
Subject: Emergency Purchase Request
Attachments: WPCF Emergency Purchase Request - Chemical Tank Inspections.pdf

Importance: High

Retrned via email 7/15/25

Supervisor Kulpa,

Please review the attached emergency purchase request for our bulk storage chemical tank inspections, and if acceptable, approve. We have been given a 30 day mandate from the Department of Environmental Conservation to have the following tank inspections completed.

BUILDING 4 - External Inspections
Tank # 4-P6.1, Tank Capacity 3,320 gallons, Product Stored - Sodium Hypochlorite
Tank # 4-P6.2 , Tank Capacity 3,320 gallons, Product Stored - Sodium Hypochlorite

Building 4 – Internal Inspections and cleaning
Tank 04-P8, Tank Capacity 10,000 gallons, Product Stored – Ferric Chloride
Tank 04-P9, Tank Capacity 10,000 gallons, Product Stored – Ferric Chloride
Tank 04-P10, Tank Capacity 10,000 gallons, Product Stored – Ferric Chloride

Building 8 – External Inspections
Tank 08-T1, Tank Capacity 6,095 gallons, Product Stored – Sodium Hypochlorite
Tank 08-T2, Tank Capacity 6,095 gallons, Product Stored – Sodium Hypochlorite
Tank 08-T3, Tank Capacity 2,626, Product Stored – Sodium Bisulfite
Tank 08-T4, Tank Capacity 2,626, Product Stored – Sodium Bisulfite

I am currently working on obtaining the following paperwork before any work is started:

- Certificate of Insurance.
- Proof of Workman's Comp.
- Proof on NYS Disability.

Respectfully Submitted,

Tom Dean
General Crew Chief - Procurement
Town of Amherst WPCF
455 Tonawanda Creek Road
Amherst, NY 14228
716.691.9771 ext. 8041
tdean@amherst.ny.us

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

Town of Amherst
Emergency Purchase Documentation Form

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property, or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: SAME DATE AS SUPERVISOR'S APPROVAL
2. Date you received approval from the Supervisor: 7/15/25 Supervisor's Initials: BK
3. Date of Town Board work session where Board is notified: AUGUST 4, 2025
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary): ESTE $20,208.00 FOR BREAKDOWN OF COST PLEASE REFER TO THE ATTACHED AEGUS INSPECTIONS SOLUTIONS QUOTE EAST-2025-0064, DATED JULY 10, 20
5. Is there adequate funding in your current operating budget to cover this purchase? _____
   Identify budget Org/Object: _____
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: DEC MANDATE TO HAVE COMPLETED IN 30 DAYS.
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so: THIS COMPANY HAS PERFORMED OUR PREVIOUS INSPECTIONS AND COULD SCHEDULE US IMMEDIATELY TO MEET THE DEC MANDATE
8. Department Head Signature: _____ Date: 7/8/25

CC: Town Board, Town Attorney, Contract Compliance & Administration

For Contract Compliance & Administration Use Only	
Date of Town Board Resolution:	Emergency Purchase Tracking/Res #:

Rev. 1/3/2023

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

AEGEUS
INSPECTION SOLUTIONS

Quote

July 10, 2025

Town of Amherst
ATTN: Kevin Mayers
Aegeus Quote Number: EAST-2025-0064 Rev 4
Project Reference: NYS CBS Inspections & Tank Cleaning

Scope of Work
Aegeus Inspection Solutions, Inc. will perform an API visual and NDE inspections in accordance with the requirements of NYS Chemical Bulk Storage regulations, API 653, and NYS DEC DER-16 of the various NYS CBS tanks (see below) at the Town of Amherst facility located at the Town of Amherst Water Pollution Control Facility 455 Tonawanda Creek Rd, Buffalo, NY 14228. Three of the tanks (Ferric Chloride Tanks) will require an internal inspection. These three tanks will be cleaned and prepared for entry by National Vac subcontracted through Aegeus. The remaining tanks will be external inspections. The NDE inspections will include ultrasonic thickness examinations. Deliverables will include a written report per asset with a summary of the inspection findings including recommendations for repair, photographs of equipment, CAD drawings for inspection locations and orientations, and code calculations for corrosion rates, remaining life estimates and next inspection intervals. Reporting time will be performed remotely at straight time rates.

BUILDING 4 - External Inspections
Tank # 4-P6.1, Tank Capacity 3,320 gallons, Product Stored - Sodium Hypochlorite
Tank # 4-P6.2, Tank Capacity 3,320 gallons, Product Stored - Sodium Hypochlorite

Building 4 – Internal Inspections
Tank 04-P8, Tank Capacity 10,000 gallons, Product Stored – Ferric Chloride
Tank 04-P9, Tank Capacity 10,000 gallons, Product Stored – Ferric Chloride
Tank 04-P10, Tank Capacity 10,000 gallons, Product Stored – Ferric Chloride

Building 8 – External Inspections
Tank 08-T1, Tank Capacity 6,095 gallons, Product Stored – Sodium Hypochlorite
Tank 08-T2, Tank Capacity 6,095 gallons, Product Stored – Sodium Hypochlorite
Tank 08-T3, Tank Capacity 2,626, Product Stored – Sodium Bisulfite
Tank 08-T4, Tank Capacity 2,626, Product Stored – Sodium Bisulfite

Mobilization & Logistics
The Aegeus team will drive to and from the Town of Amherst facility each day and perform inspections until completion. The estimated time to complete this project is two days since only two tanks can be drained at the same time.

Operations & Safety
The Aegeus Inspection Solutions, Inc project team will operate in accordance with Aegeus Inspection Solutions, Inc internal safety procedures as well as any site-specific requirements. If necessary, confined space, high work, will be performed by Aegeus. Ladders and lifting equipment will also be provided by the client if necessary.

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

AEGEUS
INSPECTION SOLUTIONS

Itemized Rates

Line #	Description	Quantity	Rate	Cost
1	Lead Inspector API 653/570/510/NACE 2 Straight Time (Per Hr.)	32	$115.00	$3,680.00
2	Lead Inspector API 653/570/510/NACE 2 Overtime (Per Hr.)	2	$172.50	$345.00
3	Technician NDT Level II Straight Time (Per Hr.)	16	$100.00	$1,600.00
4	Technician NDT Level II Overtime (Per Hr.)	2	$150.00	$300.00
5	Data Analyst/AutoCAD Drafter Straight Time (Per Hr.)	0	$85.00	$0.00
6	Data Analyst/AutoCAD Drafter Overtime (Per Hr.)	0	$127.50	$0.00
7	Ultrasonic Thickness Testing Equipment (Per Day)	2	$115.00	$230.00
8	Magnetic Partical Testing Equipment (Per Day)	0	$115.00	$0.00
9	Confined Space Equipment	2	$460.00	$920.00
10	Gas Meter	2	$85.00	$170.00
11	Profesional Engineer Review (NYS CBS Tanks ≥ 10,000 gallons)	3	$550.00	$1,650.00
12	Company Truck (Per Day)	2	$115.00	$230.00
13	(1) 8-Hour Day Rate For National Vac Tank Cleaning	2	$5,489.00	$10,978.00
14	Mileage (Per Mile)	60	$1.75	$105.00
			Total Expected Cost:	$20,208.00

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

AEGEUS
INSPECTION SOLUTIONS

Additional Fees and Notes

- Overtime shall be billed at a 1.5 multiplier for any hours worked after the first eight (8) Monday-Friday, and all time worked on Saturday.
- Mobilization and Demobilization are considered working hours; All rates are portal to portal. Standby is charged at the applicable rate.
- The rates do not include any approved extra costs incurred by Aegeus Inspection Solutions, Inc. on behalf of the client. These costs if applicable will be priced individually as required and charged back at cost plus 10%.
- The owner shall provide technician full access to areas requiring inspections without interference from equipment and/or contractors.
- Rates are valid for 90 days.
- The pricing provided above does not include any taxes. Any applicable sales, use, ad-valorem, duties, tariffs, or other taxes associated with this scope of work and shall be the responsibility of the customer.

Additional Fees and Notes

Unless agreed via contract or Master Service Agreement invoices will be remitted on a weekly basis. Payment terms are net 30 from the date or invoice.

Standard Terms and Conditions

Unless otherwise agreed in a duly executed agreement, all work performed by Aegeus Inspection Solutions, Inc. is exclusively governed by the Aegeus commercial terms and conditions which are incorporated by reference herein, and available on our website at: Terms & Conditions – Aegeus Inspection Solutions These terms and conditions contain provisions regarding indemnity, limitations of liability, and warranty, and should be reviewed. None of the terms and conditions hereof may be modified except in a writing signed by a duly authorized Aegeus representative.

We appreciate the opportunity to provide you with this quotation and look forward to being of service. If you have any questions, please feel free to contact me by email or phone.

Sincerely,

Christopher R. Maggioli
Mechanical Integrity Manager

AEGEUS
INSPECTION SOLUTIONS

Aegeus Inspection Solutions, Inc.
80 Curtwright Drive Suite 1
Buffalo, New York 14221 USA
M: +1 716 510 9519
E: Chris.Maggioli@aegeusinspections.com
GCCH E: Chris.Maggioli@aegeusinspectionsgca.com
www.aegeusinspections.com

ACCEPTANCE OF QUOTE

Company hereby accepts the enclosed proposal and terms enclosed herein.
Signed on behalf of the company:

Town of Amherst

Signature — Brian Kulpa (Name)

Supervisor (Title) — 7/15/25 (Date)

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

Dean, Tom

From: Alba, Sam
Sent: Monday, July 14, 2025 11:34 AM
To: Dean, Tom
Cc: Juul, Lynda; Kittleman, Zach; Burroughs, Jeffrey; Bengart, Steven B.
Subject: RE: Urgent - Review of Addendum Modification Request

I am fine with these edits.

Sam

From: Dean, Tom <TDean@amherst.ny.us>
Sent: Monday, July 14, 2025 9:50 AM
To: Alba, Sam <salba@amherst.ny.us>
Cc: Juul, Lynda <ljuul@amherst.ny.us>; Kittleman, Zach <zkittleman@amherst.ny.us>; Burroughs, Jeffrey <jburroughs@amherst.ny.us>
Subject: Urgent - Review of Addendum Modification Request

Hello Sam,

I am currently working on an emergency purchase (attachment 1) that I would like to send to the Supervisor by tomorrow. In obtaining the proper addendum the vendor has asked for a couple modifications (attachment 2) and I would like your thoughts on them. This emergency purchase request is because of a DEC mandate that needs to be completed immediately, and related to bulk storage chemical tank inspections here at the WPCF. Although I have been reaching out to a couple other companies, this is the only company that can fit us in their schedule and has done this work for the TOA in the past.

The person who is requesting these changes is
Gina Muir – Regional Operations Manager for AEGEUS Inspection Solutions.
1-585-370-6037
regina.muir@aegeusinspections.com

Thank You,

Tom Dean
General Crew Chief - Procurement
Town of Amherst WPCF
455 Tonawanda Creek Road
Amherst, NY 14228
716.691.9771 ext. 8041
tdean@amherst.ny.us

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, to the extent they are arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Contractor to assure that any policy procured by

any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any.

(e) A failure by Contractor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

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:

Aegeus Inspection Solutions, Inc.

By: _____
Signature

Regina Muir
Printed name

Date: 7/14/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: 7/15/25

Revised 10-31-22

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

AGREEMENT

Let this document stand as an agreement between AEGEUS Inspection Solutions, Inc. and the Town of Amherst permitting the Town of Amherst to procure the chemical bulk storage tank inspection and cleaning services as listed on the attached AEGEUS quote number East-2025-0064 Rev 4, dated July 10, 2025

NEW YORK STATE PREVAILING WAGE *On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor's website https://labor.ny.gov/workerprotection/publicwork/PWFormsOnWeb.shtm

This project's PRC# 2025008435 Chemical Tank Inspection Service

The schedule can be found at the following link:

https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1592279

or copy and paste into your browser

The term of this contract will be effective the date of execution by the Town of Amherst through December 31, 2025.

Agreed to and Accepted by:

AEGEUS Inspection Services, Inc.

By: _____
Signature

Regina Muir
Printed name

Regional Ops. Mgr.
Title

Date: 7/14/2025

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: 7/15/25

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Aegeus Inspection Solutions, Inc.

Signature:

Print Name: Regina Muir

Title: Regional Operations Manager

Date: 7/15/2025

Revised 8.2023

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/9/2026 7/17/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 1185 Avenue of the Americas, Ste. 2010 New York NY 10036 (646) 572-7300	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1560625 Aegeus Inspections Solutions, Inc. 11801 S Sam Houston Pkwy W Suite 100 Houston, TX 77031	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL Specialty Insurance Company — 37885 INSURER B : XL Insurance America, Inc. — 24554 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22180035 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	GGG8000061	6/9/2025	6/9/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	GGA7479859	6/9/2025	6/9/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE X DED [X] RETENTION $ 10,000	Y	Y	GUU7479860	6/9/2025	6/9/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	GWG8000069	6/9/2025	6/9/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Town of Amherst is included as Additional Insured on a primary and non-contributory basis on the General Liability, Automobile Liability and Umbrella Liability as required by written contract. Waiver of Subrogation applies in favor of Additional Insured under the General Liability, Automobile Liability and Umbrella Liability as required by written contract.

CERTIFICATE HOLDER

22180035
Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Aegeus Inspection Solutions Services, Inc. 11801 S Sam Houston Pkwy W Houston, TX 77031 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 (832) 295-5000 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 80-0956578
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) 22180035 Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier XL Insurance America, Inc. 3b. Policy Number of Entity Listed in Box "1a" GWG8000069 3c. Policy effective period 6/9/2025 to 6/9/2026 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 canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

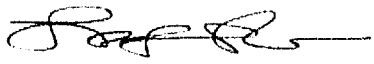
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Lucy Pilko
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  7/17/2025
(Signature) (Date)

Title: Chief Executive Officer - Americas

Telephone Number of authorized representative or licensed agent of insurance carrier: (800) 688-1840

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
AEGEUS INSPECTION SOLUTIONS, INC.
11801 S SAM HOUSTON PKWY W STE 100
HOUSTON, TX 77031

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
832-295-5023

1c. Federal Employer Identification Number of Insured or Social Security Number
481259869

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
AEGEUS INSPECTION SOLUTIONS, INC
11801 S SAM HOUSTON PKWY W STE 100
HOUSTON, TX 77031

3a. Name of Insurance Carrier
HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a
LNY965967002

3c. Policy effective period
02-01-2025 to 12-31-2025

4. Policy provides the following benefits:

- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:

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

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

Date Signed 07-18-2025 By *Elizabeth Tello*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number Name and Title

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

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

Additional Instructions for Form DB-120.1

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

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

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

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

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

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

Client#: 1699172 NATIOVAC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/18/2025

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

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

PRODUCER	CONTACT NAME: Jessica Figueroa
USI Insurance Services, LLC 726 Exchange St. Ste 618 Buffalo, NY 14210 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: Jessica.Figueroa@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Great Divide Insurance Company	25224
INSURER C : Phoenix Insurance Company	25623
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
National Vacuum Environmental Services Corp
6389 INDUCON DRIVE W
Sanborn, NY 14132

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO0381385	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BAP0381386	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X	X	FFX203243814	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC0381384	07/01/2025	07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	Pollution/Profess			CPP203243714	07/01/2025	07/01/2026	$2,000,000/$2,000,000	
C	Leased/Rented Equ			QT6600E720005PHX	07/01/2025	07/01/2026	$500,000	

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

See Page 2 for Project Specific Wording

To the extent covered by endorsement form(s):

General Liability:

CG 00 01 (04/13) COMMERCIAL GENERAL LIABILITY COV FORM

U-GL-2162-A CW (02/19) Additional Insured-Automatic-Owners, Lessees or Contractors

(See Attached Descriptions)

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Stephen B. Gast

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BIVZP

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

DESCRIPTIONS (Continued from Page 1)

U-GL-1521-A CW (01/19) Blanket Notification to Others of Cancellation or Non-Renewal
U-GL-1345-B CW (02/20) General Liability Supplemental Coverage Endorsement - Includes Waiver of Subrogation
CG 25 03 (05/09)Designated Construction Project(s) General Aggregate Limit
CG 25 04 (05/09) DESIGNATED LOCATIONS GENERAL AGGREGATE
Automobile Liability:
CA 20 01 (10/13) ADDL INSD-LESSOR
U-CA-387-A (07/94) SCHEDULE OF LOSS PAYEE(S)
U-CA-832-A CW (01/13) BLANKET NOTIFICATION TO OTH CANC/NONREN
U-CA-424-F NY (02/16) COVERAGE EXTENSION ENDT-NY
Workers' Compensation:
WC 00 03 13 (04/84) Blanket Waiver of Our Right to Recover from Others Endorsement
WC 99 06 43 (01/13) Blanket Notification to Others of Cancellation or Non-Renewal
Umbrella:
Sits above the General Liability, Automobile Liability, Employer's Liability and Pollution Liability

Town of Amherst is included as an additional insured on a primary and non-contributiory basis for all ongoing and completed operations.

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

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
National Vacuum Environmental Services Corp. 6389 Inducon Dr W Sanborn, NY 14132	716-773-1167 1c. NYS Unemployment Insurance Employer Registration Number of Insured 5352601
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 16-1527719
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Zurich American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC0381384 3c. Policy effective period 7/1/2025 to 7/1/2026 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 canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

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

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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: Michael Bonetto
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 07/01/2025
(Signature) (Date)

Title: First Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-314-2000

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

NATIONAL VACUUM ENVIRONMENTAL SERVICES CORP
6389 INDUCON DRIVE W
SANBORN, NY 14132

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

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

161527719

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

Town of Amherst
5583 Main St.
Williamsville, NY 14221

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

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

LNY615647001

3c. Policy effective period

10/01/2024 to 09/30/2025

4. Policy provides the following benefits:

- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:

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

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

Date Signed 07-21-2025 By *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

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

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

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

State of New York
Workers' Compensation Board

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

Date Signed By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

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

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

Additional Instructions for Form DB-120.1

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

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

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

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

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

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

Attachment: Emergency Purchase - Bulk Chemical Tank Inspections (RES-2025-693 : Emergency Purchase Payment Authorization)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30707 **RESOLUTION 2025-694** **ADOPTED**

Transport of Equipment – Dry Coolers from Depew High School Hohl Industrial Services, Inc. CRS No. 5708

The Engineering Department, Water Pollution Control Facility is requesting that the Town Board authorize the Supervisor to sign the attached agreement with Hohl Industrial Services, Inc. This would for the transportation of two M-22-2100 dry coolers as further detailed within Hohl's attached proposal 84203, dated June 13, 2025 for $8,300.00. This contract would be effective the date of Execution 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 G9916-4960.

Thank you for considering this request.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-4960

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

AGREEMENT

Let this document stand as an Agreement between Hohl Industrial Services Inc. and the Town of Amherst permitting the Town of Amherst to procure the services of Hohl Industrial Services Inc. These services are detailed on the attached proposal number 84203 REV. 1, that is dated June 13, 2025.

NEW YORK STATE PREVAILING WAGE *On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor's website https://labor.ny.gov/workerprotection/publicwork/PWFormsOnWeb.shtm

This project's PRC# 2025006694 Transport of Equipment

The schedule can be found at the following link

https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1590083

The term of this contract will be from date of approval by the Town of Amherst through December 31, 2025

Agreed to and Accepted by:

HOHL Industrial Services, Inc.

By: _____
Signature

Thomas J. Santulli
Printed name

President
Title

Date: July 1, 2025

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

770 Riverview Boulevard
Tonawanda, NY 14150
(716) 332-0466
(716) 332-0467 fax
www.hohlind.com

Proposal

Date: **June 13, 2025**

To: **Town of Amherst**

Attn: **Jerome Suszynski**
Jeff Burroughs

Email: jsuszynski@amherst.ny.us
jburroughs@amherst.ny.us

Proposal: 84203 **Rev. 1**

Project Name: Labor, equipment and transportation of (2) M-22-2100 Dry Coolers

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In accordance with the specifications and condition set forth herein, Contractor proposes to provide necessary Labor, Equipment, Supervision, and specifically identified Materials to perform the following items of work:

Scope of Work:

Hohl Industrial Services Inc. is pleased to provide a proposal for Labor, equipment and transportation of (2) M-22-2100 Dry Coolers from Depew School to Town of Amherst Wastewater.

- Coolers shipped and delivered without leg supports attached.
- Offloading of chillers at the owner by others.

Notes and/or Clarifications:

Proposal is based on the following:

1. Straight time only.
2. Normal hours are Monday –Friday 7:00am to 3:30pm and considered normal straight time shift. All overtime is time and one-half with the exception being Sunday and holidays, which is double time.
3. Taxes are excluded in this proposal. If this project is tax exempt, please supply the proper documentation, otherwise taxes will be added to the amount when invoiced.
4. We assume clear and free uninterrupted access to the jobsite.
5. Bonding, permits, or special insurances for this work are excluded.
6. Owner to provide all required site utilities for Hohl Industrial's work.
7. All draining and removal of fluids is excluded and performed by others.
8. All utility disconnects/reconnects are excluded and performed by others.
9. All site restoration is excluded and performed by others.

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

10. Repairs to concrete, asphalt, flooring, and coatings is excluded and performed by others.

11. Any and all delays brought upon by the owner not being prepared for the work /project to start may warrant additional charges.

12. Performance of work is subject to equipment availability.

Price.....**$8,300.00**

Any resulting purchase order, agreement, or related correspondence shall reference the above Proposal & Revision number.

Scheduled Delivery:	Per Owner's Schedule
Payment Terms:	Progress Payments, Net Fifteen (15) Days
Validity:	Thirty (30) Days

This proposal is made subject to the contractor's "**Standard Terms and Conditions – Erection Rev 1106**". Thank you for the opportunity to provide this quotation. Please sign and return a copy of this proposal for our records.

HOHL INDUSTRIAL SERVICES, INC.

By: Shawn Doyle
Shawn Doyle
Title: Project Manager

Date: June 13, 2025

PURCHASER'S ACCEPTANCE

By: _____

Title: _____

Date: _____

Approved at Tonawanda, NY, this _____ day of _____, 20___

Hohl Industrial Services, Inc., by _____
Executive Officer of Contractor

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

STANDARD TERMS AND CONDITIONS – ERECTION REV 1106

1. **Work Site and Services**

a. *Time & Overtime*: Unless expressly specified otherwise in the Proposal, all Services described in the Proposal (the "Services") shall be performed on a straight time basis, on the straight time rates and terms set forth in the Proposal.

b. *Access to Work Site*: Purchaser shall ensure that Contractor has free and clear access to the work site. Any cost(s) incurred by Contractor by reason of its lack of access to the work site or by limited or obstructed access, for any reason, shall be reimbursed by Purchaser, and Contractor shall not be responsible for any other costs, losses, nonperformance or delays arising out of any such complete or partial lack of access to the work site.

c. *Work Site Preparation and Storage*: Purchaser shall: (i) clear the work site of erection and maintain the same free from water, debris, and all other obstructions, (ii) make all required alterations in building, (iii) remove all pipes, conduit, machinery, fixtures or any other obstruction which will interfere in any manner with the installation of the equipment covered in this Agreement at the location for installation as shown by any plans, and (iv) cut all necessary holes in the walls, floors, roofing, etc., and repair the same after completion when necessary. In case the above described preparation of the work site has not been performed at the time of the arrival of the Contractor's erection crew to perform the Services, Contractor shall be authorized to perform all such preparation at Purchaser's expense, and no further authority other than given in this Agreement for such work shall be required.

d. *Utilities, Etc.*: Purchaser shall provide sufficient amounts of electric power, lighting, heat, compressed air, or water as is required by Contractor for the Services, including local hookups.

e. *Waiver of Damage*: Contractor shall not be responsible for cracking or damage to floors, driveways, parking areas and walkways by Contractor's equipment.

2. **Permits**: Purchaser shall be responsible for the costs of all permits necessary for the performance of the Services. Unless covered under a general permit otherwise obtained by Purchaser, Contractor shall obtain such permits as are necessary to allow Contractor to perform the Services. Contractor's proposal includes the cost of those permits Contractor typically obtains for work of this type. Any costs to obtain any additional permits will be separately charged to Purchaser. Nothing contained herein shall require Contractor to obtain any permit having a scope, or covering portions of Purchaser's project, other than the Services provided by Contractor.

3. **Schedule for Completion**: Any schedule provided by Contractor with respect to the Services shall be planned from the last to occur of: (i) the effective date of this Agreement, (ii) Contractor's receipt of all information necessary to perform and finish the Services, including without limitation any Purchaser Documents (defined in Section 11) and any permits required under applicable law, and (iii) any approval of applicable drawings by Purchaser.

4. **Warranty**: Contractor warrants workmanship for a period of one (1) year from the date of original installation, provided that Purchaser shall notify Contractor in writing of any alleged defect within three (3) business days of becoming aware of such alleged defect. Contractor shall have reasonable time to investigate any alleged defects and repair any defective work as deemed necessary by the Contractor in its reasonable discretion. This warranty will not be available and is not applicable if: (i) any work was performed by a third party to remedy any claimed defect, or (ii) any alleged defect is due to improper or insufficient maintenance by Purchaser or otherwise due to any negligent or intentional act or omission of Purchaser. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, CONTRACTOR MAKES NO WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES OR OTHER WORK PERFORMED OR MATERIALS SUPPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR USE.** This Section 4 sets forth Purchaser's sole and exclusive remedy for any breach of this warranty. Contractor makes no representation, warranty or guaranty with respect to any materials manufactured by a third party, and any such materials carry only the manufacturer's warranty, if any.

5. **Limitation on Liability**: **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL CONTRACTOR BE LIABLE, FOR ANY REASON WHATSOEVER, FOR: (I) ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE PRODUCT(S) OR THE SERVICES PROVIDED BY THE CONTRACTOR HEREUNDER; (II) ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM MATERIALS SUPPLIED HEREUNDER MANUFACTURED BY A THIRD PARTY; (III) SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS; OR (IV) ANY AMOUNT IN EXCESS OF THE AMOUNT ACTUALLY PAID TO CONTRACTOR BY PURCHASER HEREUNDER.**

6. **Claims; Acceptance**: Subject to Section 4, claims for defective materials, shortages, delays or any other failures in shipment, delivery or installation or for any other cause shall be deemed waived and released, and all Services performed and materials provided hereunder shall be deemed accepted, unless made in writing with in five (5) business days after delivery or performance, as the case may be.

7. **Insurance**: Contractor carries such insurance coverage and limits as it deems reasonable for its business. If requested by Purchaser, Contractor shall use commercially reasonable efforts to obtain specific levels and types of coverage beyond Contractor's normal coverage. Any costs associated with obtaining such additional coverage shall be charged to Purchaser.

8. **Hazardous Materials**: Purchaser shall be solely responsible for any and all remediations, removals or protections required with regard to any toxic or hazardous substance whatsoever. Purchaser shall notify Contractor of any hazardous substance in regard to the Services (including the work site), prior to Contractor's mobilization on the work site. Purchaser agrees to indemnify Contractor for any and all damages, losses and costs sustained, including without limitation reasonable attorneys' fees, and to defend and hold it harmless from any and all claims, arising out of or in connection with any such hazardous materials. Purchaser shall provide Contractor with copies of all material safety data sheets for all hazardous substances upon request.

9. **Change Orders; Changes and Delays**

a. If at any time Purchaser desires to change or alter the scope of the Services (a "**Change**"), Purchaser shall submit a request for such Change(s) in writing, detailing with specificity the Change(s) requested. Contractor shall, within a reasonable period of time following its receipt of such request, submit in writing a summary of changes, including costs, schedule and other material items that would occur as a result of the Change(s) (a "**Change Response**"). If Purchaser agrees to such Change Response, it shall sign the Change Response and return to Contractor, upon which time the Change Response will be deemed to be incorporated herein. If Purchaser does not agree to the Change Response, or does not return an acceptance within the time specified in the Change Response (or if none is so specified, within ten (10) days of the date of such Change Response), it shall be deemed to be rejected, and this Agreement shall continue in full force and effect without the Change(s).

b. If the Contractor is delayed in any way in its performance of the Services due to any act or omission of Purchaser, other contractor(s) or vendors/suppliers of Purchaser, Purchaser shall reimburse Contractor for any and all costs of such delay including, without limitation, demobilization and remobilization costs, if applicable. In the event of a delay, Contractor may, but shall not be required to, remove equipment from the job site and reallocate such equipment to other work, and in such event, such equipment shall be redeployed to the work hereunder when reasonably practicable given Contractor's other work commitments. Contractor shall not be liable for any delay in redeployment.

c. In no event shall Contractor be liable or be deemed to be in breach of this Agreement for any delay or failure to fulfill its obligations hereunder to the extent that such delay or failure is a result of the acts or omissions of Purchaser, other contractors or vendors or suppliers of Purchaser.

10. **Confidential Information**: Any non-public information of a party hereto, including without limitation drawings, specifications, technical data, business methods and trade secrets are "**Confidential Information.**" A party receiving Confidential Information from the other party shall not disclose any such Confidential Information to any third party except to the extent required and contemplated under this Agreement, nor use such Confidential Information except to the extent required and contemplated under this Agreement. The restrictions on disclosure and use shall not apply to information that was in the receiving party's possession rightfully prior to its receipt from the disclosing party, that is independently developed by the receiving party without reference to the disclosing party's Confidential Information, that is in the public domain except by reason of a breach of this Section 10, or that is required to be disclosed pursuant to a valid order from a court or other government unit of competent jurisdiction. Confidential Information of each party remains each party's property, and no right, title or interest in such Confidential Information is granted herein. Confidential Information shall be returned upon the completion of the Services or upon the disclosing party's request. Any Confidential Information of Contractor accompanying this Agreement is not to be used for construction purposes.

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

11. **Reliance:** In the event that Purchaser supplies Contractor with any drawings, specifications, designs, schedules or other information with respect to Contractor's performance hereunder ("**Purchaser Documents**"), or that any work is performed by Purchaser or its other contractors or subcontractors ("**Purchaser Services**"), Contractor shall be entitled to rely upon such Purchaser Documents and the proper performance of any Purchaser Services in its performance hereunder. Purchaser shall provide Contractor with prior written notice of any changes or inaccuracies in any Purchaser Documents. Purchaser shall be responsible for any costs incurred by Contractor due to any changes or inaccuracies in any Purchaser Documents or any delays in providing Contractor any Purchaser Document, and Contractor shall not be liable for any delays or costs incurred by either party as a result of any such changes, inaccuracies or delays in providing any Purchaser Document.

12. **Force Majeure:** Contractor shall not be liable for any losses, damages, costs, detention, nonperformance or delays due to: (i) transportation issues outside of Contractor's exclusive and direct control, (ii) Contractor's inability to obtain any necessary materials for the performance of this Agreement, (iii) commercial impracticability not reasonably foreseen by Contractor, or (iii) any Act of God, fire, strike or other labor action, civil or military authority, insurrection, inability to use the full capacity of plants or facilities as a result of government action, machinery malfunction or breakdowns, its inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, without litigation or the payment of penalties or unreasonable prices or the acceptance or unreasonable terms and conditions, or any other cause beyond the Contractor's exclusive and direct control. Upon the occurrence of any such contingency, Contractor shall have the right to suspend or reduce Services and/or deliveries during the period of such contingency, and the total quantity (if applicable) deliverable under this Agreement shall, at Contractor's election, be reduced by the quantities so omitted.

13. **Governing Law:** This Agreement and its performance shall be governed by the laws of the state of Contractor's business address as listed on the Proposal. The parties hereto hereby submit to the exclusive jurisdiction of any state and federal court located in Erie County, New York, and each hereby waives any objection it may have as to personal jurisdiction, venue or forum non conveniens. Any provision of this Agreement that is invalid or unenforceable in any situation or jurisdiction shall not affect the validity or enforceability of the remaining provisions hereof, or the validity or enforceability of the offending provision in any other situation or jurisdiction. Should any provision of this Agreement be deemed unenforceable in whole or in part by any competent authority, such provision shall continue in effect to the maximum extent permitted and the remaining provisions shall remain in full force and effect. If, notwithstanding the prior sentence, any provision of this Agreement shall be deemed wholly unenforceable by any competent authority, the remainder of this Agreement shall remain in full force and effect.

14. **Arbitration:** Any controversy or claim for damages in the amount of $10,000.00 or less arising out of or relating to this Agreement shall be settled by arbitration in the County of Erie and State of New York in accordance with the rules and procedures of the American Arbitration Association.

15. **Attorneys' Fees and Costs:** In connection with any litigation arising out of the Agreement, Contractor shall be entitled to recover all of its costs and expenses incurred including without limitation actual attorneys' fees for services rendered in connection with such litigation, including its proceedings and post-judgment proceedings.

16. **Notices:** All notices required to be given hereunder may be served personally or sent by certified or registered mail, return receipt requested, with postage prepaid, to the address of the other party herein unless a different address is designated hereafter in writing.

17. **Payment; Taxes; Termination**

a. Net 30 Days, unless otherwise expressly specified in the Proposal. A late fee of 1½ percent per month may be applied at Contractor's discretion to all late payments. Purchaser shall be liable to and responsible for any collection agency or attorneys' fees arising out of Contractor's attempts to recover fees do to it from Purchaser hereunder.

b. Any duty, impost or taxes due on Services or materials provided by Contractor shall be paid by Purchaser, unless otherwise specifically stated in this Agreement. In the event that Contractor pays for any such duties, imposts or taxes, Purchaser shall reimburse Contractor immediately upon invoicing.

c. Contractor may suspend Services under this Agreement in the event of any non-payment. Contractor may terminate this Agreement upon non-payment not cured within ____ (__) days following the date such payment was due, or the bankruptcy or insolvency of the Purchaser.

18. **Rates.** All rates and other charges are as set forth in the Proposal, except to the extent set forth in this Section 18. Unless otherwise agreed in writing by the parties hereto, all work not expressly set forth as part of the Services, including without limitation any site preparation as contemplated by Section 1c, and any related costs, shall be billed: (i) for work performed, at Contractor's then-current time and materials rates plus twenty-five percent (25%), (ii) all charges for equipment owned by Contractor shall be billed in accordance with the then-current industrial equipment Blue Book rates for daily rentals for each day that such equipment was on-site, regardless of whether actually used during all such days, plus the Blue Book rate for operational cost based upon actual hours of use, with an eight (8) hour daily minimum, (iii) all charges for equipment leased by Contractor shall be billed at cost plus Contractor's then-current standard mark-up, and (iv) all other charges, including without limitation any applicable storage fees, shall be billed at Contractor's then-current and applicable fee schedule.

19. **General**

a. *Amendments*. No modification or amendment hereof shall be binding or effective unless it is contained in a written amendment (or Change Response, as applicable) signed by both parties hereto.

b. *Conflict*. In the event of any conflict between any of the documents comprising this Agreement, the provisions of the Proposal will control, unless expressly provided for otherwise in this Agreement.

c. *Acceptance; Expiration*. This Agreement may be accepted only by delivery to Contractor duly signed within thirty (30) days of the date of the Proposal except as otherwise expressly provided for in the Proposal. Thereafter the Proposal automatically expires.

d. *Limitation on Acceptance.* **PURCHASER'S ACCEPTANCE OF THE TERMS OF THIS AGREEMENT AND THE OFFER CONTAINED HEREIN IS EXPRESSLY LIMITED TO THE TERMS CONTAINED HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS IN PURCHASER'S ACCEPTANCE, PURCHASE ORDER, OR ANY OTHER PURCHASER DOCUMENT SHALL NOT ALTER THE TERMS OF THIS AGREEMENT, AND PURCHASER'S ACCEPTANCE SHALL BE VALID AND BINDING REGARDLESS. PURCHASER'S ACCEPTANCE OF ANY GOODS OR SERVICES SHALL BE DEEMED TO CONSTITUTE PURCHASER'S ACCEPTANCE OF THIS AGREEMENT.**

e. *Withdrawal of Proposal.* Contractor may withdraw the Proposal and the offer contained therein at any time prior to this Agreement's acceptance as provided herein.

f. *Survival.* The following Sections shall survive any termination of this Agreement: 4 (in accordance with its terms), 5, 10, all of Purchaser's indemnification obligations hereunder, and those provisions that by their nature survive any termination or expiration.

g. *Failure, Delay or Waiver.* No course of action or failure to act by either party hereto shall constitute a waiver by such party of any right or remedy under this Agreement, and no waiver by either party hereto of any right or remedy under this Agreement shall be effective unless made in writing.

h. *Assignment; Binding Effect.* This Agreement may not be assigned by Purchaser, and any attempted assignment in violation of this provision shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and, if permitted, assigns.

i. **Entire Agreement:** These standard terms and conditions and the attached Proposal, when duly executed by the parties, is the complete agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings whether written or oral with respect to such subject matter. Purchaser represents that it has not relied upon any previous representations by anyone as an inducement to enter into this Agreement. Any terms used and capitalized in these standard terms and conditions, and not defined, shall have the meanings ascribed to such terms in the Proposal.

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

M-22-2100 Dry-Cooler

Model #: A+OV4I-30-216-210.0C-1-0150L-BPC-SB

INTERCOOLER:

Total Capacity: 457000 BTUH

Fan Capacity: 32360 CFM

Face Velocity: 479 FPM

Entering Dry Bulb Temp: 105 °F

Leaving Dry Bulb Temp: 118.9 °F

Working Fluid: Propylene Glycol 40%

Fluid Rate: 35 GPM

Pressure Drop: 7.58 ft. H2O

Entering Fluid Temp: 147 °F

Leaving Fluid Temp: 118 °F

JACKET:

Total Capacity: 1623821 BTUH

Fan Capacity: 32360 CFM

Face Velocity: 479 FPM

Entering Dry Bulb Temp: 118.9 °F

Leaving Dry Bulb Temp: 169.5 °F

Working Fluid: Propylene Glycol 40%

Fluid Rate: 130 GPM

Pressure Drop: 15 ft. H2O

Entering Fluid Temp: 210 °F

Leaving Fluid Temp: 185.8 °F

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

UNIT SPECIFICATIONS:

4 x 1.5HP Motors

Motor Voltage: 460/30/3

Full Load Amps ea:3.0 A

Motor Input Power ea.: 1.24 kW

Nominal Motor Speed: 1200 RPM

4 x 30" multi-wing fans

Fan Material: Composite

Fan Efficiency: 77%

Sound Pressure @ 25 Ft : 72 dB(A)

Operating Motor Speed: 1164 RPM

Fan cycle control panel with disconnect

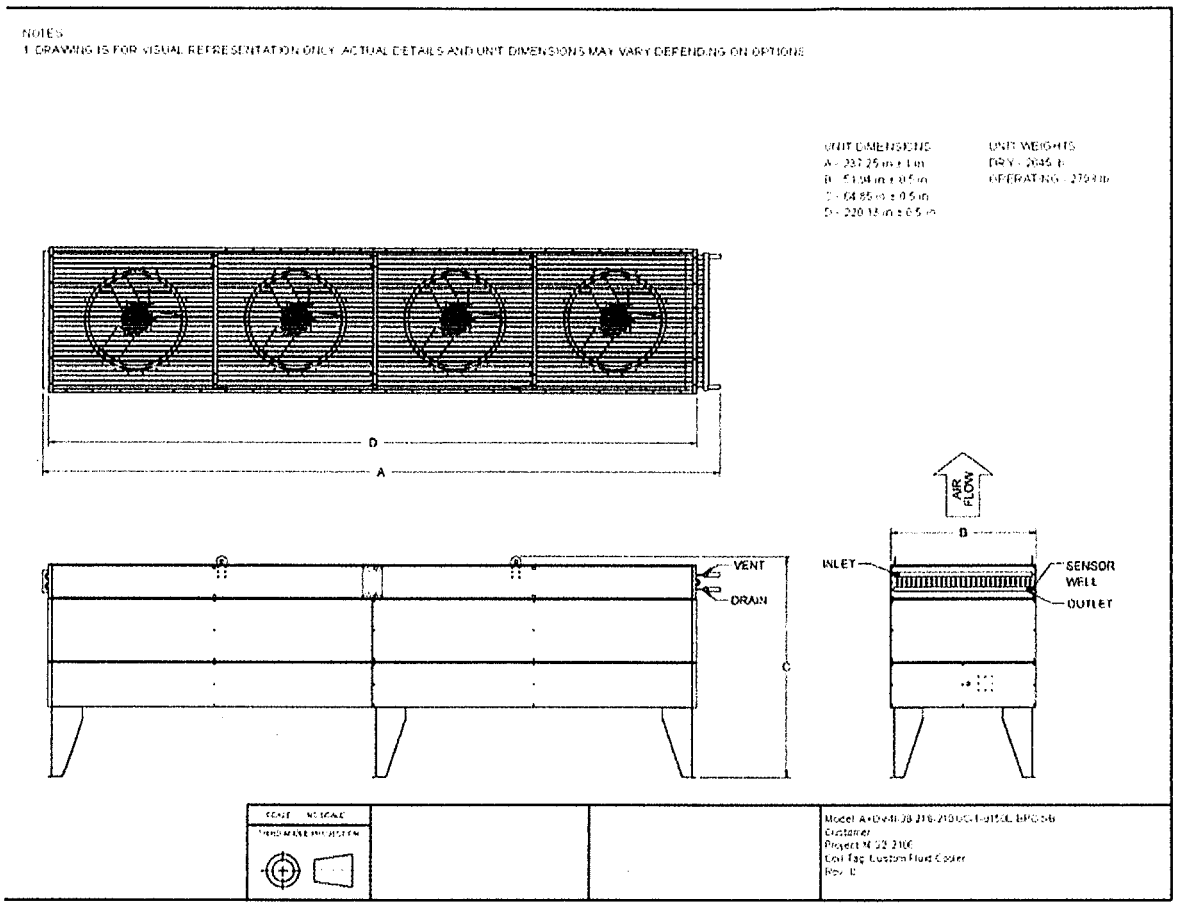
Bird Screen

Unit Housing: Galvanized Steel

Blow through

Lead time.....20 weeks

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)



Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Contractor to assure that any policy procured by

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(e) A failure by Contractor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

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.

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

Agreed to and Accepted by:

Hohl Industrial Service, Inc.
Print Name of Company

By: _____
Signature

Thomas J. Santulli
Printed name

Date: JULY 1, 2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

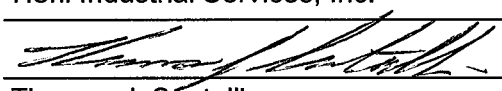
By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Hohl Industrial Services, Inc.

Signature: 

Print Name: Thomas J. Santulli

Title: President

Date: July 1,2025

Revised 8.2023

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

Client#: 1709312 HOHLHOL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/08/2025

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

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

PRODUCER
USI Insurance Services, LLC
726 Exchange St. Ste 618
Buffalo, NY 14210
716 314-2000

CONTACT NAME: Krystin Dickson
PHONE (A/C, No, Ext): 716 314-2063 **FAX (A/C, No):**
E-MAIL ADDRESS: krystin.dickson@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Indemnity Company	25658
INSURER C : Travelers Casualty Ins Co of America	19046
INSURER D : Arch Specialty Insurance Company	21199
INSURER E : Westfield Specialty Insurance Company	16992
INSURER F : Travelers Indemnity Co of America	25666

INSURED
Hohl Industrial Services Inc.
770 Riverview Boulevard
Tonawanda, NY 14150

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab X X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	DTCO1W654520PHX25	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PD Ded	$2,000,000 $1,000,000 $5,000 $2,000,000 $4,000,000 $4,000,000 $2,500
F	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	8101W6187292526G	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $10000	X	X	CUP3W0514272526	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB1W6628452526G	01/01/2025	01/01/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Excess Ovr 5M Umb	X	X	UXP105107102	01/01/2025	01/01/2026	$5,000,000	
E	Excess Ovr 10M	X	X	XSL381424V01	01/01/2025	01/01/2026	$5,000,000	
F	Motor Truck Cargo			Q1N6308S524795TIA2	01/01/2025	01/01/2026	$500,000/$5,000 Ded	

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

*For project specific information, if applicable, see Page 2.

Additional Insured/Waiver of Subrogation coverage shown above and marked with an X apply only when such coverage is required by written contract signed by the insured prior to a loss.

(See Attached Descriptions)

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Buffalo, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

DESCRIPTIONS (Continued from Page 1)

To the extent covered by endorsement form(s):

General Liability:
CG T1 00 02 19 - Commercial General Liability Coverage Form
CG D2 46 04 19- Blanket Additional Insured (includes products-completed operations if required by contract)
CG D3 75 03 06 - Additional Insured - Mortgagee, Assignee, Successor or Receiver
CG D2 70 01 10 - Additional Insured - Engineers, Architects or Surveyors Not Engaged By The Named Insured
CG D3 16 02 19 - Xtend Endorsement for Contractors
CG D2 11 01 04 - Designated Project(s) General Aggregate Limit
IL T4 05 05 19 - Designated Person or Organization - Notice of Cancellation Provided By Us
CG D8 84 04 20 - Primary Non-Contributory Other Insurance - Additional Insured

Auto Liability:
CA T9 60 02 15 - New York Business Auto Extension Endorsement
CA 00 01 10 13 - Business Auto Coverage Form
IL T4 05 05 19 - Designated Person or Organization - Notice of Cancellation Provided By Us
CA T4 99 02 16 - Blanket Additional Insured - Primary and Non-Contributory With Other Insurance - Contractors
CA 04 44 10 13 - Waiver of Transfer of Rights of Recovery Against Others To Us (Waiver of Subrogation)

Workers Compensation:
WC 00 03 13 00 - Waiver of Our Right To Recover From Others

5mil Lead Umbrella: (Travelers)
EU 00 01 07 16 - Excess Follow Form and Umbrella Liability Insurance
EU 01 14 07 16 - Aggregate Limit Applies On A Per Project Basis Subject To The Total Aggregate Limit

5mil excess 5 Mil Excess Umbrella: (ARCH)
EXT0020 00 09 11- Excess Liability Coverage Follow Form
EXT0286 00 02 18 - Other Insurance Amendatory Endorsement - Primary Non-Contributory
EXT0220 00 09 11 - Construction Project(s) General Aggregate Limit and Total Construction Policy Aggregate Limit Endorsement

5Mil excess of 10 Mil Excess Liability: (Westfield)
XX00001 0622 - Westfield Follow Form Commercial Excess Liability Policy
XX01052 0622 - Primary Non-Contributory Endorsement
XX01022 0622 - Waiver of Subrogation
.

RE: Hohl Project #184203 - Chiller Transport.
Additional Insured: Town of Amherst.
The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract.

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
HOHL INDUSTRIAL SERVICES INC
770 RIVERVIEW BOULEVARD
TONAWANDA, NY 14150

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

1c. Federal Employer Identification Number of Insured or Social Security Number
160710735

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL574363

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

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

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

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

Date Signed 12/26/2024 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

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

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

Additional Instructions for Form DB-120.1

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

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

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

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

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

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) Hohl Industrial Services Inc. 770 Riverview Blvd. Tonawanda, NY 14150 Work Location of Insured *(Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)*	**1b. Business Telephone Number of Insured** 716-332-0466 **1c. NYS Unemployment Insurance Employer Registration Number of Insured** 06-209351 **1d. Federal Employer Identification Number of Insured or Social Security Number** 160710735
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	**3a.Name of Insurance Carrier** Travelers Casualty Insurance Co. of America **3b. Policy Number of entity listed in box "1a":** UB1W6628452526G **3c. Policy effective period:** 01/01/2025 – 01/01/2026 **3d. The Proprietor, Partners or Executive Officers are:** ☑ **included** (Only check box if all partners/officers included) ☐ **all excluded or certain partners/officers excluded**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Michael Bonetto
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: Michael Bonetto 01/01/2025
(Signature) (Date)

Title: Senior Vice President / Regional Director

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-314-2000

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form . Insurance brokers are NOT authorized to issue it.

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-17) REVERSE

Attachment: DOC072925-07292025112240 (RES-2025-694 : Transport of Equipment – Dry Coolers from Depew High School)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30721 **RESOLUTION 2025-695** **ADOPTED**

Travel Request Required Operator Training Courses

The Engineering Department is requesting approval to send one (1) employee to attend a required training course held at the Environmental Training Center at SUNY Morrisville in Morrisville, NY in October 2025. The estimated cost with registration, lodging and per diem for the employee is $1,337.69.

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

Thank you for considering this request.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-4850 and G9916-4040

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

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13.S.4.a
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EL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[redacted]	[redacted]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
[redacted]	[redacted]	Environmental Training Center, SUNY Morrisville, Morrisville, NY	Activated Sludge Wastewater Treatment Process [redacted]

Expenses	Estimated		Budget A/C #	Actual
Transportation:				
Mileage 354 @ ~~$0.67~~ $0.70			G9916-4040	
Tolls $13.04*2	$26.08		G9916-4040	
Parking				
Local Transportation (bus/taxi)				
Plane/Rail/Bus				
Lodging:				
# nights 4 @ $ 96.00	$384.00		G9916-4040	
Meals:				
IRS Per Diem Per Day: $68.00				
1st & Last Day of Travel @ 75% $51.00	$102.00		G9916-4040	
# Breakfasts 3 @ $ 16.00	$48.00		G9916-4040	
# Lunches 3 @ $ 19.00	$57.00		G9916-4040	
# Dinners 3 @ $ 28.00	$84.00		G9916-4040	
# Incidentals 3 @ $ 5.00	$15.00		G9916-4040	
Registration/Conference Fee	$500.00		G9916-4850	
Textbooks			G9916-4850	
Other				
Subtotal	$1,216.08	-		N/A
Contingency - 10% of subtotal or $200	$121.608	-		N/A
TOTAL	$1,337.69	-		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the bove itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: 10.15.25 Sean McGuire - Grade 4 Management (RES-2025-695 : Travel Request)

ENVIRONMENTAL TRAINING CENTER at SUNY MORRISVILLE

Grade 4 Management

[redacted]

Register

Registration open through 10/15/2025 11:59 PM Eastern Time (US & Canada)

Register Now

Details

$500.00
This 18-hour course is designed and approved by the New York State Department of Environmental Conservation to prepare those persons wishing to attain the highest level of Wastewater Operator Certification. This course is a mixture of lecture and classroom interactive activities. All other requirements for certification must be met prior to taking this course.

The textbook for this course is 'Manage for Success' by the University of California at Sacramento. ETC students can purchase their manuals on the Campus Store's website at https://bookstore.morrisville.edu/category/10004437. Shipping costs $14 for the first manual and $ +$2 for each additional manual.

Prerequisites

Basic Operations

Price

Registration is $500.00

Location

Galbreath Hall 141

About Us

ENVIRONMENTAL TRAINING CENTER at SUNY MORRISVILLE

Attachment: DOC073025-07302025100928 (RES-2025-695 : Travel Request)

*TDX 13.S.4.b

Thruway Authority

Toll and Distance Calculator

Toll Rates Effective Jan. 1, 2025

Tolls from
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290
to
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS & TOLLS BY MAIL *
Williamsville Highway Gantry --> Exit 47 (I-90 - NYS Thruway)	$1.96	$3.43
Exit 47 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	$0.76	$1.32
Exit 46 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	$0.54	$0.94
Exit 45 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	$0.18	$0.32
Exit 44 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	$2.70	$4.73
Exit 39 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	$0.31	$0.54
Exit 36 (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	$0.19	$0.33
Exit 35 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	$0.11	$0.19
Exit 34A (I-90 - NYS Thruway) --> Exit 34 (I-90 - NYS Thruway)	$0.71	$1.24
Total	**$7.46**	**$13.04**
NY E-ZPASS CUSTOMERS WILL SAVE $5.58. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY		

*** Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.**

Approximate Distance: 158.8 miles

Calculate return tolls for Canastota - Oneida - Chittenango - NY Route 13 to Niagara Falls - I-290

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Pembroke Service Area	Milepost 397
Scottsville Service Area	Milepost 366
Clifton Springs Service Area	Milepost 337
Port Byron Service Area	Milepost 310
DeWitt Service Area	Milepost 280

Calculate Another Trip Back

Attachment: DOC073025-07302025100928 (RES-2025-695 : Travel Request)

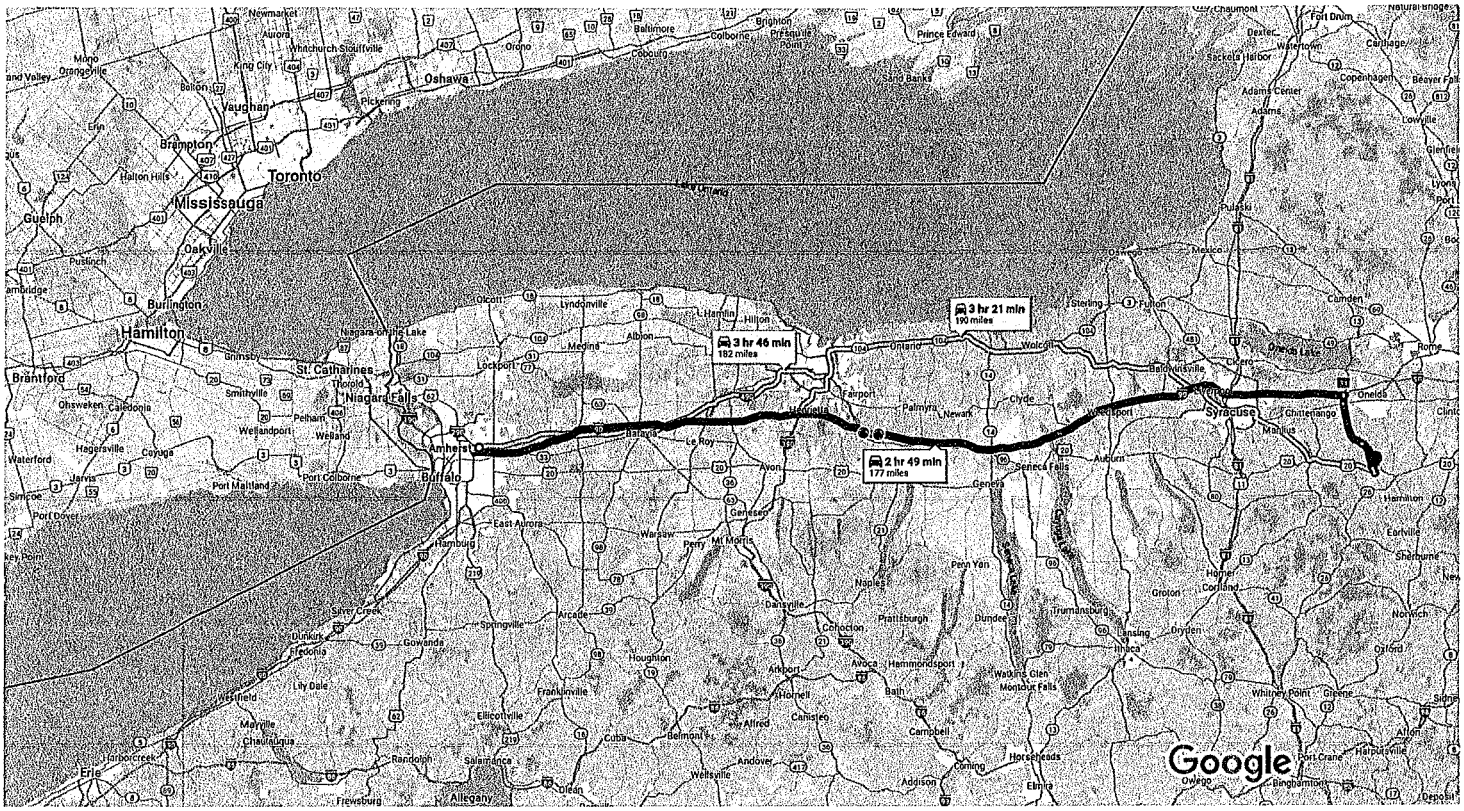
To

13.S.4.b

Google Maps

Amherst, New York to SUNY Morrisville, 80 Eaton St, Morrisville, NY 13408

Drive 177 miles, 2 hr 49 min



Map data ©2025 Google 10 mi

Amherst
New York

⚠ **This route has tolls.**

Get on I-290 E

3 min (1.4 mi)

1. Head west on NY-5 W/Main St

0.9 mi

2. Use the middle lane to continue on NY-5 W

0.2 mi

3. Use the right lane to take the ramp to I-90

0.4 mi

Follow I-90 E to NY-13 S/N Peterboro St in Canastota. Take exit 34 from I-90 E

2 hr 19 min (160 mi)

4. Merge onto I-290 E

0.5 mi

5. Use the left 2 lanes to take exit 1-49 to merge onto I-90 E toward Albany

⚠ **Toll road**

159 mi

Attachment: DOC073025-07302025100928 (RES-2025-695 : Travel Request)

6. Take exit 34 for NY-13 toward Canastota/Oneida
   ⚠ **Toll road**

0.5 mi

Take Oxbow Rd and Swamp Rd to Chenango St/Suny School District in Morrisville

24 min (16.0 mi)

7. Turn left onto NY-13 S/N Peterboro St

1.3 mi

8. Continue straight onto Oxbow Rd

8.4 mi

9. Turn left onto Peterboro Rd

0.2 mi

10. Turn right onto Swamp Rd

4.9 mi

11. Continue onto Cedar St

0.5 mi

12. Turn left onto Main St

128 ft

13. Turn right onto Eaton St

0.5 mi

14. Turn left onto Madison Rd

0.2 mi

15. Continue onto Chenango St/Suny School District
    ⓘ **Destination will be on the right**

443 ft

SUNY Morrisville
80 Eaton St, Morrisville, NY 13408

Attachment: DOC073025-07302025100928 (RES-2025-695 : Travel Request)

8. Turn right onto Oxbow Rd/Peterboro Rd
Continue to follow Oxbow Rd

8.4 mi

9. Continue onto S Peterboro St

1.3 mi

10. Use the right 2 lanes to turn right to merge onto I-90 W
Toll road

0.8 mi

Follow I-90 W to NY-5 E/Main St in Amherst. Take exit 7B from I-290 W

2 hr 18 min (159 mi)

11. Merge onto I-90 W
Toll road
Parts of this road may be closed at certain times or days

158 mi

12. Use the right lane to take exit 50 toward I-290/Niagara Fls
Toll road

0.4 mi

13. Continue onto I-290 W

0.1 mi

14. Take exit 7B to merge onto NY-5 E/Main St

0.3 mi

15. Merge onto NY-5 E/Main St

2 min (0.9 mi)

Amherst
New York

Attachment: DOC073025-07302025100928 (RES-2025-695 : Travel Request)

From 13.S.4.b

Thruway Authority

Toll and Distance Calculator

Toll Rates Effective Jan. 1, 2025

Tolls from
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13
to
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS & TOLLS BY MAIL *
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Exit 34A (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	$0.11	$0.19
Exit 35 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	$0.19	$0.33
Exit 36 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	$0.31	$0.54
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Exit 45 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	$0.54	$0.94
Exit 46 (I-90 - NYS Thruway) --> Exit 47 (I-90 - NYS Thruway)	$0.76	$1.32
Exit 47 (I-90 - NYS Thruway) --> Williamsville Highway Gantry	$1.96	$3.43
Total	**$7.46**	**$13.04**
NY E-ZPASS CUSTOMERS WILL SAVE $5.58. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY		

*** Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.**

Approximate Distance: 158.8 miles

Calculate return tolls for Niagara Falls - I-290 to Canastota - Oneida - Chittenango - NY Route 13

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Chittenango Service Area	Milepost 266
Warners Service Area	Milepost 292
Junius Ponds Service Area	Milepost 324
Seneca Service Area	Milepost 350
Ontario Service Area	Milepost 376
Clarence Service Area	Milepost 412

Calculate Another Trip Back

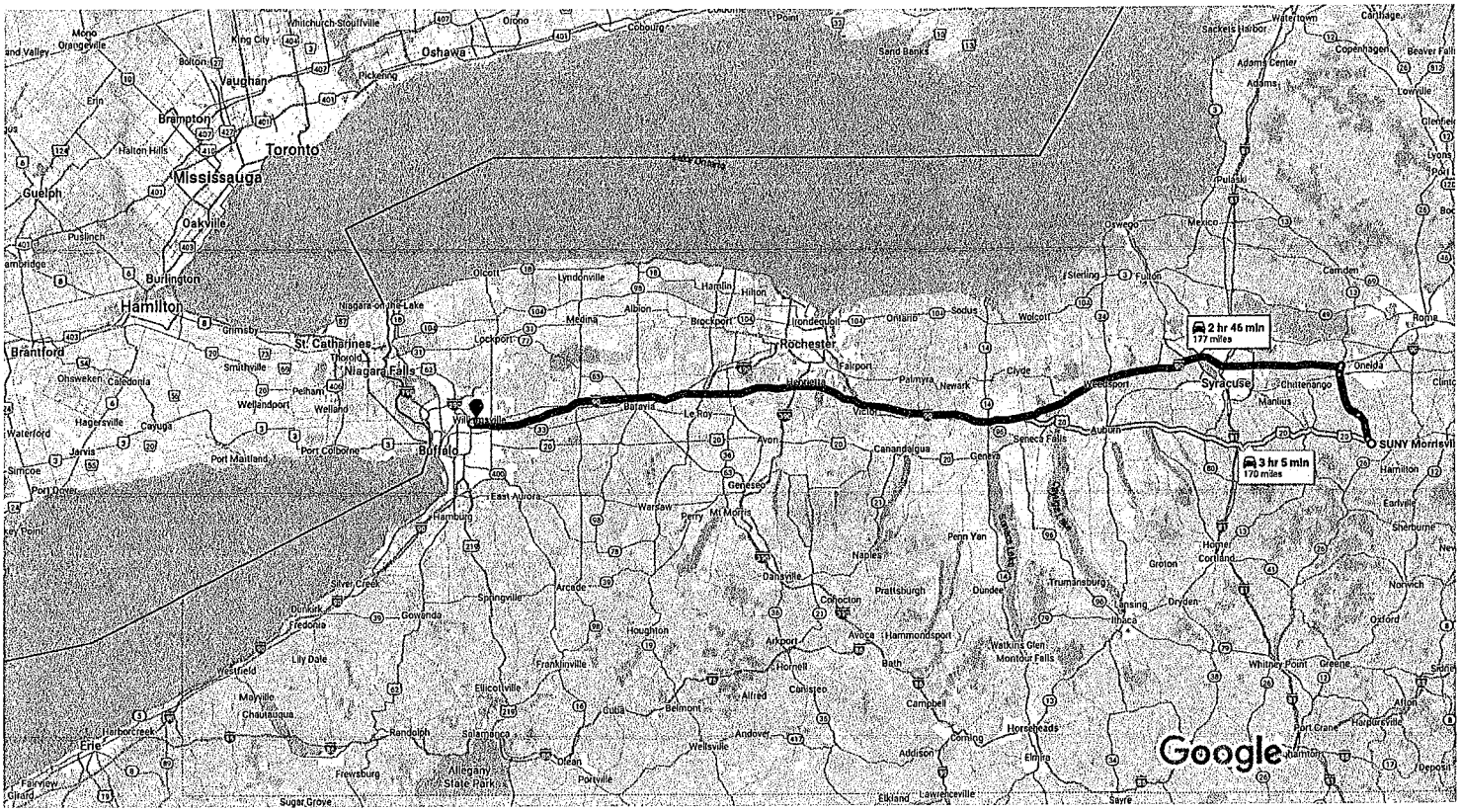
Attachment: DOC073025-07302025100928 (RES-2025-695 : Travel Request)

From 13.S.4.b

Google Maps

SUNY Morrisville, 80 Eaton St, Morrisville, NY 13408 to Amherst, New York

Drive 177 miles, 2 hr 46 min



Map data ©2025 Google 10 mi

SUNY Morrisville
80 Eaton St, Morrisville, NY 13408

⚠ **This route has tolls.**

Get on I-90 W in Canastota from Swamp Rd and Oxbow Rd

25 min (16.8 mi)

1. ↑ Head south on Chenango St/Suny School District toward Madison Rd

367 ft

2. ↑ Continue straight onto Madison Rd

0.2 mi

3. ↱ Turn right onto Eaton St

0.5 mi

4. ↰ Turn left onto Main St

128 ft

5. ↱ Turn right onto Cedar St

0.5 mi

6. ↑ Continue onto Swamp Rd

4.9 mi

7. ↰ Turn left onto Peterboro Rd

0.2 mi

Attachment: DOC073025-07302025100928 (RES-2025-695 : Travel Request)

13.S.4.b

Language English

Hilton FOR THE STAY™

Find Stay | Join | Sign In

* $96.00/night for Environmental Training Center Students.

Your stay

Edit stay

Hampton Inn & Suites Cazenovia

[redacted] (4 nights)

1 room for 1 adult



Hampton Inn & Suites Cazenovia

Recently renovated

25 Lakers Ln
Cazenovia, New York 13035 USA

Hotel details

Select a Room

Step 1 of 3

Your stay with Hampton by Hilton includes

✓ Free hot breakfast ✓ Free parking ✓ Free WiFi ✓ Non-smoking rooms ✓ Indoor pool ✓ Fitness center ✓ Pet-friendly rooms

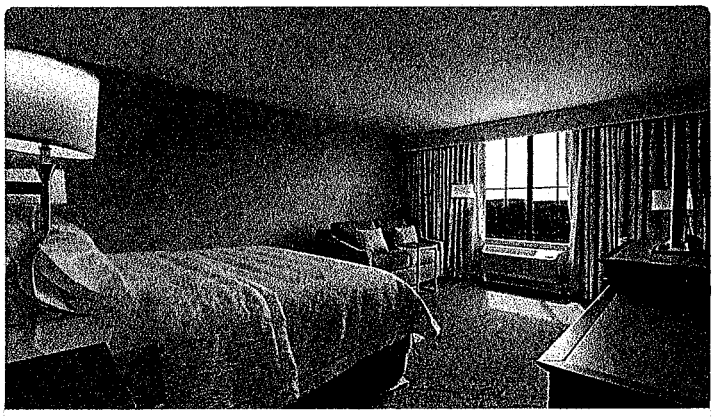
Special rates ☐ **Use Points & Money**

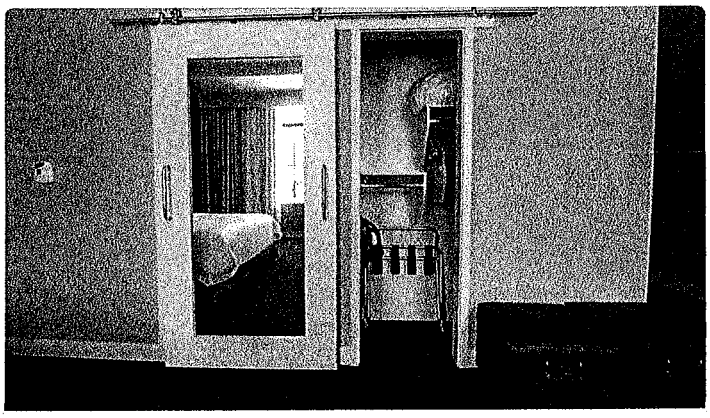
Filter By: ☐ **Connecting Rooms** ☐ **1 bed** ☐ **2 beds** ☐ **Suite** ☐ **Accessible rooms**

○ **Compare 2 rooms**

8 rooms found. We're showing the average price per night.

Select currency USD - US Dollar





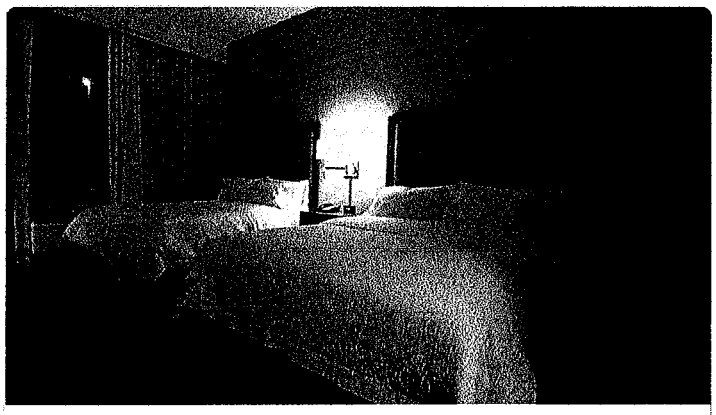
Attachment: DOC073025-07302025100928 (RES-2025-695 : Travel Request)

1 King Hearing Accessible W/sofabed Nosmok

Book From $203

2 Queens Mobility Access W/tub Nonsmoking

Book From $205



2 Queens Hearing Accessible Nonsmoking

View room details

Book From $205



1 King Mobility Accessible Tub W/sofabed Ns

View room details

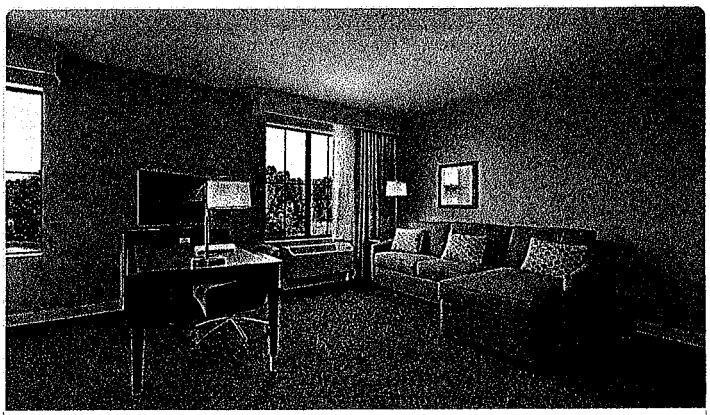
Book From $207



1 King Mobility Access Ri Shwr W/sofabed Ns

View room details

Book From $207

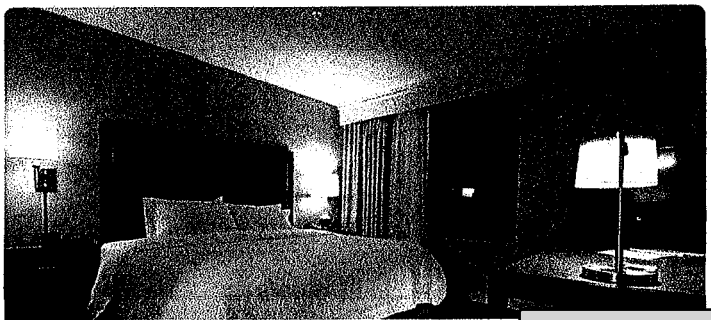


2 Qns Hearing Access Studio W/sofabed Nosmok

View room details

Book From $212





Attachment: DOC073025-07302025100928 (RES-2025-695 : Travel Request)



1 King Microwv/fridge/wet Bar Studio Suite Ns

View room details

Book From $217



1 King Mobility/hearing Access Tub Studio Ns

View room details

Book From $217

How can we help?

+1-800-HAMPTON

Global phone numbers

Help Center

Hilton Honors Discount Terms & Conditions

Global Privacy Statement

Web Accessibility

Site Usage Agreement

Partner Accommodations Terms

Modern Slavery and Human Trafficking

AdChoices

©2025 Hilton

Attachment: DOC073025-07302025100928 (RES-2025-695 : Travel Request)

U.S. General Services Administration

FY 2025 per diem rates for ZIP Code 13408

Meals and incidental expenses (M&IE) rates and breakdown

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and lastday of travel
Standard Rate	Applies for all locations without specified rates	$68	$16	$19	$28	$5	$51.00

Attachment: DOC073025-07302025100928 (RES-2025-695 : Travel Request)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30722 **RESOLUTION 2025-696** **ADOPTED**

Award of Bid Legend Excavating LLC Carmen Road Stormwater Improvements Town of Amherst Job # 2023.009

On June 26, 2025, bids were received for the above referenced project. After review of the six (6) bids received (tabulation attached), and information pertaining to the qualifications and experience of the bidders, we recommend that Legend Excavating LLC, 8080 Barnum Road, Cassadaga, NY 14718 be awarded all of the attached bid items; Base Bid and Bid Alternate-1 for a total contract amount of $ 980,330.00

Funding is available in accounts KP-2216-4972 & KP-2032-4972 as shown below:

KP-2216-4972	$ 633,672.29
KP-2032-4972	$ 346,657.71

Thank you for considering the request.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

KP-2216-4972

KP-2032-4972

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

Carmen Road Stormwater Improvements

Bid Results

TOA Job # 2023.009

Open Date: 06/26/2025

	Contractor	Bid Bond Present?	Base Bid Total	Bid Alternate-1 Total	Total
1	Legend Excavating	Yes	$ 540,974.00	$ 439,356.00	$ 980,330.00
2	716 Site Contracting	Yes	$ 684,830.00	$ 536,076.00	$ 1,220,906.00
3	E&R Construction	Yes	$ 859,380.00	$ 702,790.00	$ 1,562,170.00
4	CATCO	Yes	$ 920,050.00	$ 710,400.00	$ 1,630,450.00
5	Milherst	Yes	$ 941,675.00	$ 719,575.00	$ 1,661,250.00
6	Cimato Brothers	Yes	$ 1,062,300.00	$ 669,100.00	$ 1,731,400.00

Attachment: Carmen Bid Tab (RES-2025-696 : Award of Bid)

DiDonato Associate

July 29, 2025

Town of Amherst Engineering Department
Attn.: Sarah Burrow
1100 North Forest Drive
Williamsville, NY 1422

Re: Carmen Road Stormwater Improvement Project
Bid Review and Recommendation to Award
Frankhauser Rd. and Fairways Blvd. Intersection Guiderail Project
TOA Project No. 2004-078A

Dear Ms. Burrow:

We have reviewed the bids emailed to us by the Town for the above referenced project received by the Town of Amherst on Thursday, June 26, 2025. Legend Excavating LLC are the low bidders for the Base Bid and are also the low bidders for the Bid Alternate 1.

We have spoken with Mr. Matthew Gianno of Legend Excavating LLC and he has conveyed that they understand the scope of work involved for this project and are familiar with all construction work specified for this project. The Contractor has performed similar work for the for other municipalities.

We recommend that the Base Bid contract be awarded to Legend Excavating LLC for the value of $540,974.00 and the Base Bid Alternate 1 for $439,356.00. If you should have any questions or need any additional information, please do not hesitate to contact our office.

Very Truly Yours,
DiDonato Associates, Engineering and Architecture, PC

Pradeep Simlote, MS
Project Manager

Attachment: Bid Recommendation Letter - Carmen Road Stormwater Improvement Project (RES-2025-696 : Award of Bid)

DiDonato Associates Engineering and Architecture, P.C.
689 Main Street • Buffalo, NY 14203
P 716.656.1900 • F 716.656.1987
www.didonatoassociates.com

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Town Clerk
DOC ID: 30729

COMMUNICATION 2025-73 **APPROVED**

Correspondence from Sean Hopkins, Esq. - 3315-3327 Millersport Highway

Letter from Sean Hopkins, Esq. regarding a sidewalk waiver request for the proposed project at 3315-3327 Millersport Highway.

8/4/2025
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

HSM

July 30, 2025

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Sidewalk Waiver Request – Town of Amherst Town Board
Minor Site Plan Adjustment [SP-2022-06_B] - Multifamily Project
Location: 3315-3327 Millersport Highway
Applicant/Project Sponsor: The Green Organization
File No. 10173.11

Dear Supervisor Kulpa and Councilembers:

This letter is being submitted on behalf of the Project Sponsor to request that the Town Board grant the pending requested sidewalk waiver for the installation of a sidewalk along the Millersport Highway frontage of the Project Site consistent with the input received from the New York State Department of Transportation ("NYSDOT") during its upcoming meeting to be held on Monday, August 4th.

Attached are copies of the following relevant documentation:

- **Exhibit A**: Sidewalk Waiver Application with Exhibits "1" to "4" dated July 3rd;
- **Exhibit B**: Memorandum issued by Christopher Schregel of the Engineering Department dated July 16th recommending that the Town Board approve the requested sidewalk waiver; and
- **Exhibit C**: Memorandum of Sebastine Odiata, Esq. of the Town Attorney's Office dated July 24th

The installation of a sidewalk within the Millersport Highway Right-of-Way requires the approval of the NYSDOT. There is an existing ditch in the relevant portion of the Millersport Highway Right-of-Way and the engineered plans prepared by Carmina Wood Design depicted the ditch being piped to accommodate the installation of a sidewalk. However, NYSDOT advised the project team that it would not accept responsibility for maintenance of the piped ditch.

The project plans were subsequently updated to depict the sidewalk being located on the Project Site and were submitted to NYSDOT for review on May 27, 2025. Subsequently, NYSDOT advised the project team that it would not allow the existing guide rail on the north side of the driveway from the Project Site onto Millersport Highway to be altered.

Based on the input received from the NYSDOT, the installation of a sidewalk along the Millersport Highway frontage of the Project Site is not feasible and as such the Applicant is seeking a sidewalk

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: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

waiver from the Town Board.[1] A copy of an e-mail from Kevin Hebert of NYSDOT to Sean Hopkins dated June 24, 2025 is provided at Exhibit "2" of Sidewalk Application. A copy of the updated Site Plan [Drawing C-100 – Date: 07/02/25] depicting the removal of sidewalks along the Millersport Highway frontage is provided at Exhibit "3" of the Sidewalk Waiver Application and a copy of the previous Site Plan [Drawing C-100 – Date: 04/23/23] that depicts the originally proposed sidewalk in the Millersport Highway frontage is provided at Exhibit "4" of the Sidewalk Waiver Application.

Please contact me with any questions at 716.510-4338 or via e-mail at shopkins@hsmlegal.com if you have any questions this letter or the attached project documentation.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.

cc: Shawn Lavin, Deputy Supervisor
Jacqualine Berger, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director, Town of Amherst Planning Department
Scott A. Marshall, Principal Planner
Christopher P. Schregel, Engineering Department
Steven Bengart, Esq., Town Attorney
Sebastine Odiata, Esq., Senior Deputy Town Attorney
Matt Green, The Green Organization Inc.
Anthony Pandolfe, P.E., Carmina Wood Design

[1] Section § 83-9-1-1.1 of the Town Code states as follows: "Sidewalks shall be required along the entire street frontage of a lot or parcel that abuts an arterial or collector street when the lot or parcel is developed and along the entire frontage of such other lots or parcels as the Planning or Town Boards shall direct. Walks along Town streets shall be located in accord with Chapter 204, Subdivision of Land, § 3-2-4. If the highway is a state or county highway, the walks shall be located in accord with the work permit issued therefor. The Planning Board, as a part of the site plan or subdivision approval, or the Town Board may waive the requirement for a sidewalk on a given parcel or development."

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

Exhibit A

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

Sidewalk Waiver Application
Minor Site Plan Adjustment [SP-2022-06_B]
Location: 3315-3333 Millersport Highway
Applicant: The Green Organization
Date: July 3, 2025

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Sidewalk Waiver

Fee: $100.00

File Name/No. _____

Material accepted by Town Clerk and Fee Paid

_____
received by date

Materials received by Planning Department

_____
received by date

To Be Completed By Applicant

APPLICANT: Name The Green Organization c/o Sean Hopkins

Address 35 California Drive, Suite 100 - Williamsville, NY 14221
street city zip code

Phone 716.510-4338 Fax _____ E-Mail shopkins@hsmlegal.com

REQUESTED ADDRESS: 3315-3333 Millersport Highway 28.17-1-1.111 & 27.17-1-1.112
street city SBL No.

REQUESTED FROM: X TOWN BOARD _____ PLANNING BOARD

REASON FOR REQUEST: See Exhibit "1" for justification for requested waiver for installation of sidewalks along the Millersport Highway fontage of the Project Site.

Current Planning/Application Forms 2019/Sidewalk Waiver Application 2021
REVISED February 2021

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

EXHIBIT 1

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

EXHIBIT 1 OF SIDEWALK WAIVER APPLICATION

The Applicant is seeking a sidewalk waiver from the Town Board for the installation of sidewalk along the Millersport Highway frontage of the property at 3315-3333 Millersport Highway. Sidewalks in the Millersport Highway Right-of-Way, which is a NYS Highway, were depicted on the Site Plan approved by the Planning Board on November 17, 2022. The installation of a sidewalk within the Millersport Highway Right-of-Way requires the approval of the NYS Department of Transportation ("NYSDOT").

There is an existing ditch in the relevant portion of the Millersport Highway Right-of-Way and the engineered plans prepared by Carmina Wood Design depicted the ditch being piped to accommodate the installation of a sidewalk. However, NYSDOT advised the project team that it would not accept responsibility for maintenance of the piped ditch. The project plans were subsequently updated to depict the sidewalk being located on the Project Site and were submitted to NYSDOT for review on May 27, 2025. Subsequently, NYSDOT advised the project team that it would not allow the existing guide rail on the north side of the driveway from the Project Site onto Millersport Highway to be altered.

Based on the input received from the NYSDOT, the installation of a sidewalk along the Millersport Highway frontage of the Project Site is not feasible and as such the Applicant is seeking a sidewalk waiver from the Town Board.[1] A copy of an e-mail from Kevin Hebert of NYSDOT to Sean Hopkins dated June 24, 2025 is provided at Exhibit "2". A copy of the updated Site Plan

---

[1] Section § 83-9-1-1.1 of the Town Code states as follows: "Sidewalks shall be required along the entire street frontage of a lot or parcel that abuts an arterial or collector street when the lot or parcel is developed and along the entire frontage of such other lots or parcels as the Planning or Town Boards shall direct. Walks along Town streets shall be located in accord with Chapter 204, Subdivision of Land, § 3-2-4. If the highway is a state or county highway, the walks shall be located in accord with the work permit issued therefor. The Planning Board, as a part of the site plan or subdivision approval, or the Town Board may waive the requirement for a sidewalk on a given parcel or development."

[Drawing C-100 – Date: 07/02/25] depicting the removal of sidewalks along the Millersport Highway frontage is provided at Exhibit "3" and a copy of the previous Site Plan [Drawing C-100 – Date: 04/23/23] that depicts the originally proposed sidewalk in the Millersport Highway frontage is provided at Exhibit "4".

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

EXHIBIT 2

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

From:	Hebert, Kevin P (DOT)
To:	Sean Hopkins; Scott Marshall; Carrato, Amy; Poodry, Kathryn D. (DOT)
Cc:	"Anthony Pandolfe"; Matt Green; Bryan Green
Subject:	RE: The Green Organization - 3325 & 3275 Millersport Highway - Minor Site Plan [2022-06-A] - Town of Amherst - File 10173.11
Date:	Tuesday, June 24, 2025 2:15:15 PM
Attachments:	image001.png image002.png

Sean,

The NYSDOT will not allow a break in the guide rail at this location. The sidewalk should be omitted or be terminated at the driveway on the southside. The north side will not be allowed at it will break the guide rail or not be ADA compliant.

Kevin Hebert, P.E.
Regional Major Commercial Development Coordinator
Acting Regional Traffic Signal Operations Engineer

New York State Department of Transportation
100 Seneca Street Buffalo, NY 14203
(716) 847-5256 | kevin.hebert@dot.ny.gov
www.dot.ny.gov

From: Sean Hopkins <shopkins@hsmlegal.com>
Sent: Tuesday, June 24, 2025 12:50 PM
To: Hebert, Kevin P (DOT) <Kevin.Hebert@dot.ny.gov>; Scott Marshall <smarshall@amherst.ny.us>; Carrato, Amy <acarrato@amherst.ny.us>; Poodry, Kathryn D. (DOT) <Kathryn.Poodry@dot.ny.gov>
Cc: 'Anthony Pandolfe' <apandolfe@carminawooddesign.com>; Matt Green <matt@thegreenorganization.com>; Bryan Green <bryan@thegreenorganization.com>
Subject: The Green Organization - 3325 & 3275 Millersport Highway - Minor Site Plan [2022-06-A] - Town of Amherst - File 10173.11

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

Kevin:

Per our conference call with Anthony Pandolfe today, you indicated that guard rail cannot be impacted in connection with the sidewalk that the Town wants installed. Please send us a copy of your comments per our conference call.

Thanks...

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

HSM HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law

Sean W. Hopkins
Partner
35 California Drive, Suite 100
Williamsville, New York 14221
Direct: 716.510-4338
E-mail: shopkins@hsmlegal.com

From: Anthony Pandolfe <apandolfe@carminawooddesign.com>
Sent: Tuesday, May 27, 2025 8:51 AM
To: Poodry, Kathryn D. (DOT) <Kathryn.Poodry@dot.ny.gov>; Sean Hopkins <shopkins@hsmlegal.com>
Cc: Matt Green <matt@thegreenorganization.com>; Billittier, John M. (DOT) <John.Billittier@dot.ny.gov>; Hebert, Kevin P (DOT) <Kevin.Hebert@dot.ny.gov>; Dockery, William (DOT) <William.Dockery@dot.ny.gov>
Subject: Re: The Green Organization - 3325 & 3275 Millersport Highway - Minor Site Plan [2022-06-A] - Town of Amherst - File 10173.11

Kathryn,

Per your email below, attached is a revised plan set. Due to file size, the rest will be sent in separate emails.

We have shifted the sidewalk outside of the ROW and will provide a pedestrian access easement to the Town. The existing ditch will remain with a small portion of the guiderail to be removed to accommodate the proposed driveway. Can you please clarify your comment about a guiderail redesign? The project has never proposed any new guiderail, only the removal of portions of the existing one. I thought we had spoken about this in the past but this review has been going on for quite sometime now it's hard to keep track.

Let me know if there's any comments or questions on the new layout.
Thank you.

CARMINAWOOD DESIGN

Anthony Pandolfe, P.E. | Senior Associate, Civil Engineering

m. 716.213.3750 o. 716.842.3165 x119

80 Silo City Row Ste 100, Buffalo, NY 14203

Buffalo | Utica | Greensboro

[carminawooddesign.com]carminawooddesign.com

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

From: Poodry, Kathryn D. (DOT) <Kathryn.Poodry@dot.ny.gov>
Sent: Tuesday, April 22, 2025 4:24 PM
To: Sean Hopkins <shopkins@hsmlegal.com>
Cc: Marshall, Scott <SMarshall@amherst.ny.us>; cschregel@amherst.ny.us <cschregel@amherst.ny.us>; Anthony Pandolfe <apandolfe@carminawooddesign.com>; Matt Green <matt@thegreenorganization.com>; Billittier, John M. (DOT) <John.Billittier@dot.ny.gov>; Hebert, Kevin P (DOT) <Kevin.Hebert@dot.ny.gov>; Dockery, William (DOT) <William.Dockery@dot.ny.gov>
Subject: RE: The Green Organization - 3325 & 3275 Millersport Highway - Minor Site Plan [2022-06-A] - Town of Amherst - File 10173.11

Good afternoon.

I have re-reviewed all previous comments and submissions and this was discussed with other permit engineers as well.

I requested proposed guiderail redesign a few times during my permit reviews. To the best of our knowledge, the Town is who requested that the sidewalk stretch be added which then removes the existing guiderail and fills the open ditch. The most recent plan set adds a handful of drainage structures and pipe runs and this has been somewhat altered from previous submissions. Although those storm drainage features were on previous submissions, the design was not reviewed or approved as we were still anticipating guiderail redesign.

The existing design of Millersport Highway, with open roadside ditches and existing guiderail, function as intended for our highway purposes. We will not inherit the responsibility of maintenance of the proposed drainage pipe runs and added drainage structures for the design of this private project. As stated, if the Town passes a Resolution to assume maintenance responsibility of these added features on behalf of the developer, we would incorporate that with the ongoing Highway Work Permit application. The purpose of the open ditch being filled with a closed drainage section is for the proposed sidewalk which is direct request from the Town, not from NYSDOT.

Should the Town pass a Resolution to maintain the proposed drainage features, we would still require an updated Engineer's Report and hydraulic calculations for re-review as these features were not part of the initial hydraulics review and previous design approval.

If the Town does not pass a Resolution for maintenance, we continue to request guiderail redesign for review.

Regards,
Kathy Poodry
North Erie Assistant Resident Engineer, Community Engineer

New York State Department of Transportation
111 Indian Road, Depew, NY 14043
(716) 683-3476 | Kathryn.Poodry@dot.ny.gov

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

From: Sean Hopkins <shopkins@hsmlegal.com>
Sent: Wednesday, March 26, 2025 9:50 AM
To: Poodry, Kathryn D. (DOT) <Kathryn.Poodry@dot.ny.gov>
Cc: Marshall, Scott <SMarshall@amherst.ny.us>; cschregel@amherst.ny.us; Anthony Pandolfe <apandolfe@carminawooddesign.com>; Matt Green <matt@thegreenorganization.com>
Subject: The Green Organization - 3325 & 3275 Millersport Highway - Minor Site Plan [2022-06-A] - Town of Amherst - File 10173.11

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

Kathryn:

Please provide us with an update at your earliest convenience.

Thanks...

HSM
HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law

Sean W. Hopkins
Partner
35 California Drive, Suite 100
Williamsville, New York 14221
Direct: 716.510-4338
E-mail: shopkins@hsmlegal.com

From: Anthony Pandolfe <apandolfe@carminawooddesign.com>
Sent: Thursday, March 20, 2025 2:19 PM
To: Poodry, Kathryn D. (DOT) <Kathryn.Poodry@dot.ny.gov>
Cc: Sean Hopkins <shopkins@hsmlegal.com>; Matt Green <matt@thegreenorganization.com>; Bryan Green <bryan@thegreenorganization.com>; Marshall, Scott <SMarshall@amherst.ny.us>; Schregel, Chris <CSchregel@amherst.ny.us>; sfloss@amherst.ny.us
Subject: 3325 Millersport Highway - Town of Amherst CONTROL# 103797

Kathryn,

Please see the attached letter per our conversation this past Tuesday, March 18th regarding the

proposed storm sewer infrastructure along Millersport Highway for the above referenced project.

Thank you.

CARMINAWOOD DESIGN

Anthony Pandolfe, P.E. | Senior Associate, Civil Engineering

m. 716.213.3750 o. 716.842.3165 x119

80 Silo City Row Ste 100, Buffalo, NY 14203

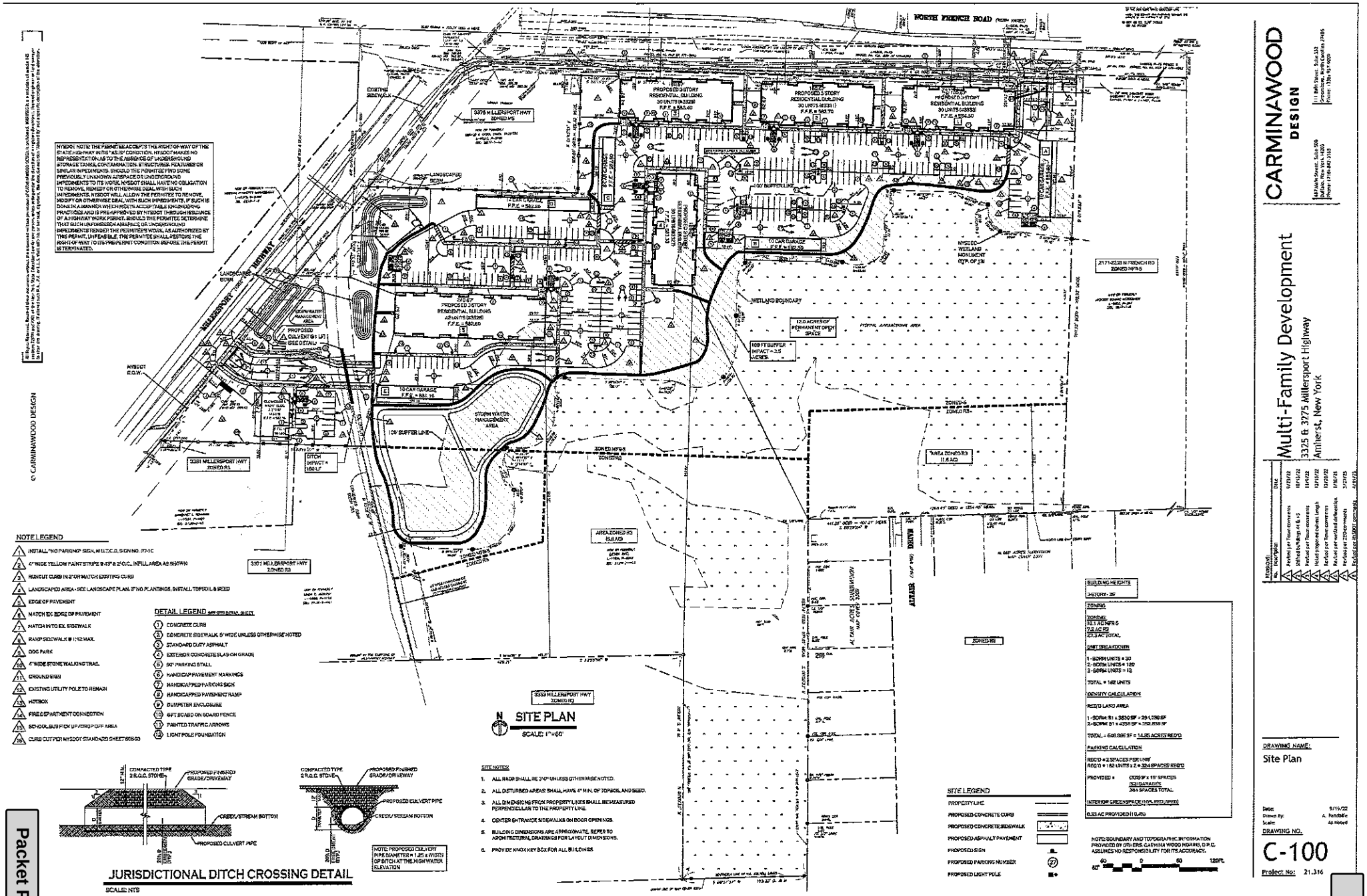
Buffalo | Utica | Greensboro

[carminawooddesign.com]carminawooddesign.com

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

EXHIBIT 3

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327



NYSDOT NOTE: THE PERMITTEE ACCEPTS THE RIGHT-OF-WAY OF THE STATE HIGHWAY IN ITS "AS IS" CONDITION. NYSDOT MAKES NO REPRESENTATION AS TO THE ABSENCE OF UNDERGROUND STORAGE TANKS, CONTAMINATION, STRUCTURES, FEATURES OR SIMILAR IMPEDIMENTS. SHOULD THE PERMITTEE FIND SOME PREVIOUSLY UNKNOWN AIRSPACE OR UNDERGROUND IMPEDIMENTS TO ITS WORK, NYSDOT SHALL HAVE NO OBLIGATION TO REMOVE, REMEDY OR OTHERWISE DEAL WITH SUCH IMPEDIMENTS. NYSDOT WILL ALLOW THE PERMITTEE TO REMOVE, MODIFY OR OTHERWISE DEAL WITH SUCH IMPEDIMENTS, IF SUCH IS DONE IN A MANNER WHICH MEETS ACCEPTABLE ENGINEERING PRACTICES AND IS PRE-APPROVED BY NYSDOT THROUGH ISSUANCE OF A HIGHWAY WORK PERMIT. SHOULD THIS PERMITTEE DETERMINE THAT SUCH UNFORESEEN AIRSPACE OR UNDERGROUND IMPEDIMENTS RENDER THE PERMITTEE'S WORK, AS AUTHORIZED BY THIS PERMIT, UNFEASIBLE, THE PERMITTEE SHALL RESTORE THE RIGHT-OF-WAY TO ITS PRE-PERMIT CONDITION BEFORE THE PERMIT IS TERMINATED.

© CARMINAWOOD DESIGN

NOTE LEGEND

1. INSTALL "NO PARKING" SIGN, M.U.T.C.D. SIGN NO. R7-1C
2. 4" WIDE YELLOW PAINT STRIPE @ 45° & 2'-0" O.C., INFILL AREA AS SHOWN
3. REMOUT CURB IN 2' OR MATCH EXISTING CURB
4. LANDSCAPED AREA - SEE LANDSCAPE PLAN. IF NO PLANTINGS, INSTALL TOPSOIL & SEED
5. EDGE OF PAVEMENT
6. MATCH EX. EDGE OF PAVEMENT
7. MATCH INTO EX. SIDEWALK
8. RAMP/SIDEWALK @ 1:12 MAX.
9. DOG PARK
10. 4' WIDE STONE WALKING TRAIL
11. GROUND SIGN
12. EXISTING UTILITY POLE TO REMAIN
13. HOTBOX
14. FIRE DEPARTMENT CONNECTION
15. SCHOOL BUS PICK UP/DROP OFF AREA
16. CURB CUT PER NYSDOT STANDARD SHEET 608.03

DETAIL LEGEND (see site detail sheet)

1. CONCRETE CURB
2. CONCRETE SIDEWALK, 5' WIDE UNLESS OTHERWISE NOTED
3. STANDARD DUTY ASPHALT
4. EXTERIOR CONCRETE SLAB ON GRADE
5. 90° PARKING STALL
6. HANDICAP PAVEMENT MARKINGS
7. HANDICAPPED PARKING SIGN
8. HANDICAPPED PAVEMENT RAMP
9. DUMPSTER ENCLOSURE
10. GFT BOARD ON BOARD FENCE
11. PAINTED TRAFFIC ARROWS
12. LIGHT POLE FOUNDATION

SITE PLAN

SCALE: 1"=60'

NOTE: PROPOSED CULVERT PIPE DIAMETER = 1.25 x WIDTH OF DITCH AT THE HIGH WATER ELEVATION

JURISDICTIONAL DITCH CROSSING DETAIL

SCALE: NTS

SITE NOTES:

1. ALL RADII SHALL BE 3'-0" UNLESS OTHERWISE NOTED.
2. ALL DISTURBED AREAS SHALL HAVE 4" MIN. OF TOPSOIL AND SEED.
3. ALL DIMENSIONS FROM PROPERTY LINES SHALL BE MEASURED PERPENDICULAR TO THE PROPERTY LINE.
4. CENTER ENTRANCE SIDEWALKS ON DOOR OPENINGS.
5. BUILDING DIMENSIONS ARE APPROXIMATE, REFER TO ARCHITECTURAL DRAWINGS FOR LAYOUT DIMENSIONS.
6. PROVIDE KNOX KEY BOX FOR ALL BUILDINGS.

SITE LEGEND

- PROPERTY LINE
- PROPOSED CONCRETE CURB
- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT PAVEMENT
- PROPOSED SIGN
- PROPOSED PARKING NUMBER (27)
- PROPOSED LIGHT POLE

BUILDING HEIGHTS
3-STORY - 35'

ZONING
ZONED: RS 1.1 AC MFR-S 7.2 AC RS 21.3 AC TOTAL

UNIT BREAKDOWN
1-BDRM UNITS = 30
2-BDRM UNITS = 120
3-BDRM UNITS = 12
TOTAL = 162 UNITS

DENSITY CALCULATION
REQ'D LAND AREA
1-BDRM: 81 x 3630 SF = 294,030 SF
3-BDRM: 81 x 4356 SF = 352,836 SF
TOTAL = 646,866 SF = 14.85 ACRES REQ'D

PARKING CALCULATION
REQ'D = 2 SPACES PER UNIT
REQ'D = 162 UNITS x 2 = 324 SPACES REQ'D
PROVIDED = (329) 9' x 19' SPACES (32) GARAGES 364 SPACES TOTAL
INTERIOR GREENSPACE (10% REQUIRED)
6.33 AC PROVIDED (10.6%)

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD HOPKINS, D.P.C. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

60' 0 60 120FT

CARMINAWOOD DESIGN
117 Main Street, Suite 500, Buffalo, New York 14203
Phone: (716) 847-3155
111 8th Street, Suite 310, Greensboro, North Carolina 27405
Phone: 336-907-9009

Multi-Family Development
3325 & 3375 Millersport Highway
Amherst, New York

No.	Description	Date
1	Revised per Town comments	9/23/22
2	Shifted buildings #6 & #9	10/14/22
3	Revised per Town comments	11/9/22
4	Moved proposed culvert length	12/1/22
5	Revised per Town comments	12/20/22
6	Revised per wetland delineation	1/30/23
7	Revised per ZD comments	3/29/23
8	Revised per NYSDOT comments	4/21/23

DRAWING NAME: Site Plan

Date: 9/19/22
Drawn By: A. Pastdelle
Scale: As Noted

DRAWING NO. C-100

Project No: 21.316

EXHIBIT 4

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

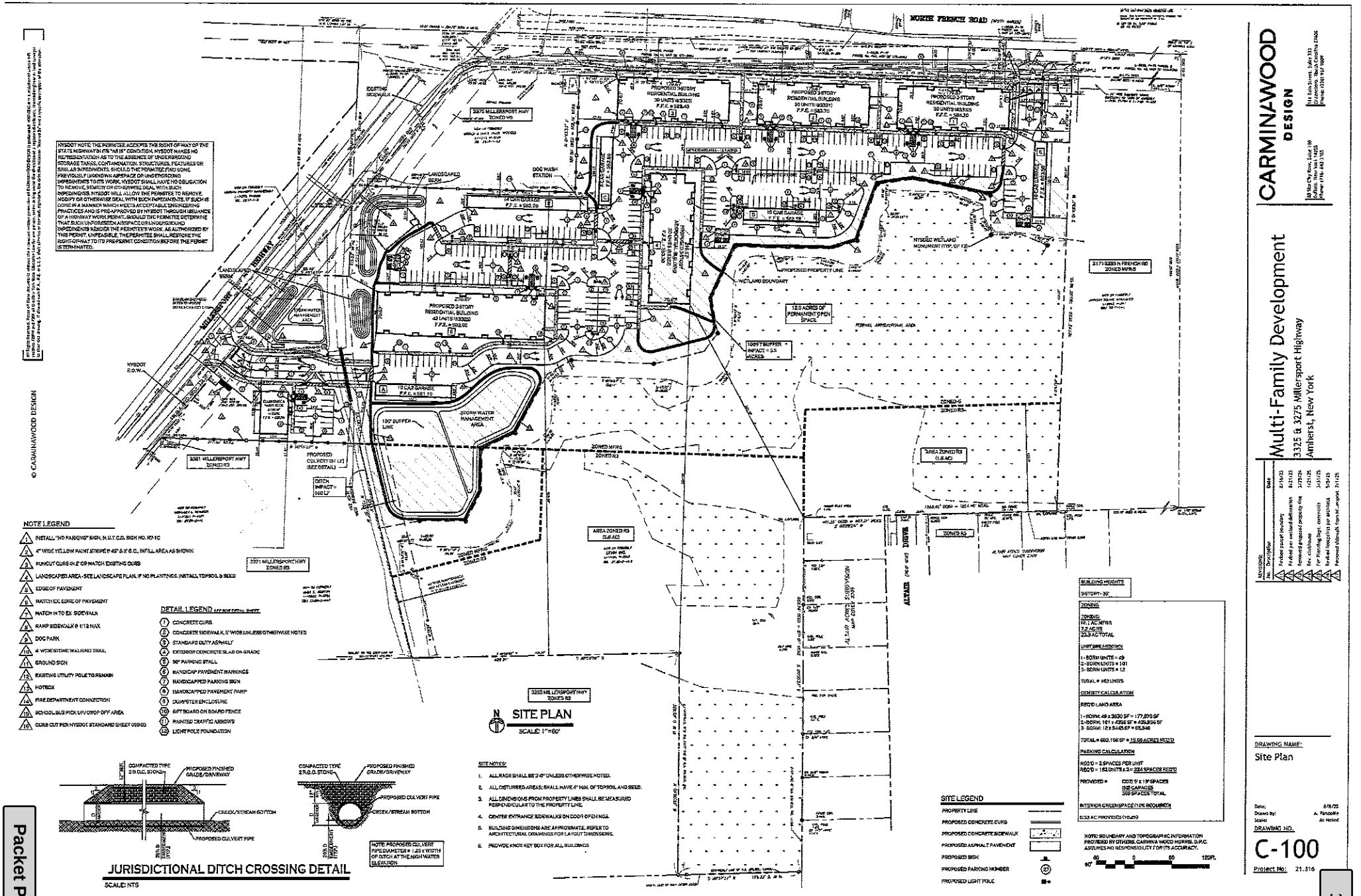

NORTH FRENCH ROAD
3375 MILLERSPORT HWY ZONED MS
PROPOSED 3-STORY RESIDENTIAL BUILDING 30 UNITS @ 933520 F.F.E. = 933.40
PROPOSED 3-STORY RESIDENTIAL BUILDING 30 UNITS @ 933370 F.F.E. = 933.70
PROPOSED 3-STORY RESIDENTIAL BUILDING 30 UNITS @ 933333 F.F.E. = 934.30
EXISTING SIDEWALK
LANDSCAPED BERM
DOG WASH STATION
10 CAR GARAGE F.F.E. = 932.20
10 CAR GARAGE F.F.E. = 932.20
NYSDEC WETLAND MONUMENT (TYP. OF 12)
PROPOSED PROPERTY LINE
WETLAND BOUNDARY
2171-2285 N FRENCH RD ZONED MFRS
12.0 ACRES OF PERMANENT OPEN SPACE
100FT BUFFER IMPACT = 0.5 ACRES
MILLERSPORT HWY
LANDSCAPED BERM
STORM WATER MANAGEMENT AREA
PROPOSED 3-STORY RESIDENTIAL BUILDING 42 UNITS @ 933520 F.F.E. = 935.60
NYSDOT R.O.W.
10 CAR GARAGE F.F.E. = 931.10
197 BUFFER LINE
3381 MILLERSPORT HWY ZONED RS
PROPOSED CULVERT (SEE DETAIL)
DOCK IMPACT = 360 LF
ZONED MFRS ZONED RS
AREA ZONED RS (1.6 AC)
ZONED RS
AREA ZONED RS (0.68 AC)
3353 MILLERSPORT HWY ZONED RS
ALTAIR
SITE PLAN
SCALE: 1"=60'
NOTE LEGEND
1 INSTALL "NO PARKING" SIGN, M.U.T.C.D. SIGN NO. R7-1C
2 4" WIDE YELLOW PAINT STRIPE @ 45° & 8' O.C., INFILL AREA AS SHOWN
3 RUNOUT CURB IN 2' OR MATCH EXISTING CURB
4 LANDSCAPED AREA - SEE LANDSCAPE PLAN, IF NO PLANTINGS, INSTALL TOPSOIL & SEED
5 EDGE OF PAVEMENT
6 MATCH EXISTING EDGE OF PAVEMENT
7 MATCH IN TO EX. SIDEWALK
8 RAMP SIDEWALK @ 1:12 MAX
9 DOG PARK
10 4' WIDE STONE WALKING TRAIL
11 GROUND SIGN
12 EXISTING UTILITY POLE TO REMAIN
13 HOTBOX
14 FIRE DEPARTMENT CONNECTION
15 SCHOOL BUS PICK UP/DROP OFF AREA
16 CURB CUT PER NYSDOT STANDARD SHEET 608.03
DETAIL LEGEND SEE SIDE DETAIL SHEET
1 CONCRETE CURB
2 CONCRETE SIDEWALK, 5' WIDE UNLESS OTHERWISE NOTED
3 STANDARD DUTY ASPHALT
4 EXTERIOR CONCRETE SLAB ON GRADE
5 90° PARKING STALL
6 HANDICAP PAVEMENT MARKINGS
7 HANDICAPPED PARKING SIGN
8 HANDICAPPED PAVEMENT RAMP
9 DUMPSTER ENCLOSURE
10 6FT BOARD ON BOARD FENCE
11 PAINTED TRAFFIC ARROWS
12 LIGHT POLE FOUNDATION
COMPACTED TYPE 2 R.O.C. STONE
PROPOSED FINISHED GRADE/DRIVEWAY
CREEK/STREAM BOTTOM
PROPOSED CULVERT PIPE
JURISDICTIONAL DITCH CROSSING DETAIL
SCALE: NTS
SITE NOTES:
1. ALL RADII SHALL BE 3' @ UNLESS OTHERWISE NOTED.
2. ALL DISTURBED AREAS SHALL HAVE 6" MIN. OF TOPSOIL AND SEED.
3. ALL DIMENSIONS FROM PROPERTY LINES SHALL BE MEASURED PERPENDICULAR TO THE PROPERTY LINE.
4. CENTER ENTRANCE SIDEWALKS ON DOOR OPENINGS.
5. BUILDING DIMENSIONS ARE APPROXIMATE, REFER TO ARCHITECTURAL DRAWINGS FOR LAYOUT DIMENSIONS.
6. PROVIDE KNOX KEY BOX FOR ALL BUILDINGS
SITE LEGEND
PROPERTY LINE
PROPOSED CONCRETE CURB
PROPOSED CONCRETE SIDEWALK
PROPOSED ASPHALT PAVEMENT
PROPOSED SIGN
PROPOSED PARKING NUMBER
PROPOSED LIGHT POLE
BUILDING HEIGHTS
3-STORY - 35'
ZONING
ZONING:
RE1 AC MFRS
7.2 AC RS
23.3 AC TOTAL
UNIT BREAKDOWN
1 - BDRM UNITS = 49
2 - BDRM UNITS = 101
3 - BDRM UNITS = 12
TOTAL = 162 UNITS
DENSITY CALCULATION
REQ'D LAND AREA
1 - BDRM: 49 x 3630 SF = 177,870 SF
2 - BDRM: 101 x 4356 SF = 439,956 SF
3 - BDRM: 12 x 5445 SF = 65,340
TOTAL = 683,166 SF = 15.68 ACRES REQ'D
PARKING CALCULATION
REQ'D = 2 SPACES PER UNIT
REQ'D = 162 UNITS x 2 = 324 SPACES REQ'D
PROVIDED = 60 (9' x 19' SPACES
108 GARAGES
268 SPACES TOTAL
INTERIOR GREENSPACE (10% REQUIRED)
9.53 AC PROVIDED (10%+)
NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD MORRIS, D.P.C. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.
0 60 120FT
NYSDOT NOTE: THE PERMITEE ACCEPTS THE RIGHT-OF-WAY OF THE STATE HIGHWAY IN ITS "AS IS" CONDITION. NYSDOT MAKES NO REPRESENTATION AS TO THE ABSENCE OF UNDERGROUND STORAGE TANKS, CONTAMINATION, STRUCTURES, FEATURES OR SIMILAR IMPEDIMENTS. SHOULD THE PERMITEE FIND SOME PREVIOUSLY UNKNOWN AIRSPACE OR UNDERGROUND IMPEDIMENTS TO ITS WORK, NYSDOT SHALL HAVE NO OBLIGATION TO REMOVE, REMEDY OR OTHERWISE DEAL WITH SUCH IMPEDIMENTS. NYSDOT WILL ALLOW THE PERMITEE TO REMOVE, MODIFY OR OTHERWISE DEAL WITH SUCH IMPEDIMENTS, IF SUCH IS DONE IN A MANNER WHICH MEETS ACCEPTABLE ENGINEERING PRACTICES AND IS PREAPPROVED BY NYSDOT THROUGH ISSUANCE OF A HIGHWAY WORK PERMIT. SHOULD THE PERMITEE DETERMINE THAT SUCH UNFORESEEN AIRSPACE OR UNDERGROUND IMPEDIMENTS RENDER THE PERMITEE'S WORK, AS AUTHORIZED BY THIS PERMIT, UNFEASIBLE, THE PERMITEE SHALL RESTORE THE RIGHT-OF-WAY TO ITS PRE-PERMIT CONDITION BEFORE THE PERMIT IS TERMINATED.
© CARMINAWOOD DESIGN
CARMINAWOOD DESIGN
Multi-Family Development
3325 & 3275 Millersport Highway
Amherst, New York
DRAWING NAME:
Site Plan
Date: 8/15/25
Drawn By: A. Panzella
Scale: As Noted
DRAWING NO.
C-100
Project No: 21.516

Exhibit B

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

TOWN OF AMHERST ENGINEERING DEPARTMENT

ENGINEERING SERVICES DIVISION

BRIAN J. ARMSTRONG – DIRECTOR OF ENGINEERING SERVICES

Memorandum

July 16, 2025

TO: Daniel C. Howard, AICP, Planning Director

FROM: Christopher P. Schregel – Project Manager

SUBJECT: Sidewalk Waiver Request – SWW-2025-03
Petitioner: The Green Organization

LOCATION: 3315-3327 Millersport Highway

X **SIDEWALK WAIVER IS**

X **GRANTED**

Recommendation:
The Engineering Department recommends that this sidewalk waiver request be granted.

Reason:
Roadside ditch, grading, and guide rail prevent the installation of a pubic sidewalk within the right-of-way.

CPS/ch
Cc: Mark S. Berke, Commissioner of Buildings
Francina J. Spoth, Town Clerk
Steven Bengart, Town Attorney
Jeff Burroughs, Town Engineer
Matt Green, The Green Organization, 6465 Transit Road, East Amherst, NY 14051
Sean Hopkins, 35 California Drive, Suite 100, Williamsville, NY 14221
Anthony Pandolfe, Carmina Wood Design, 80 Silo City Row, Suite 100, Buffalo, NY 14203

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

Exhibit C

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

TOWN OF AMHERST
ERIE COUNTY, NEW YORK

COPY

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7030
FAX (716) 631-7101
www.amherst.ny.us

Steven B. Bengart
Town Attorney

Samuel A. Alba
Senior Deputy Attorney

Sebastine Odiata
Senior Deputy Attorney

Jane E. Hughes
Senior Deputy Attorney

Catherine B. Dempsey
Town Prosecutor

Elizabeth A. Burakowski
Director of Special Projects

Nicole M. Burroughs
Supervising Paralegal

TO: **Scott Marshall, Planning Department**

FROM: **Sebastine Odiata, Senior Deputy Town Attorney** SO|rms
Right-of-Way Review

DATE: **July 24, 2025**

RE: **Proposed Sidewalk Waiver Request**
SWW-2025-03
3315-3327 Millersport Highway
The Green Organization, Petitioner

This office has reviewed the materials provided in your correspondence dated July 7, 2025 and have no comments.

SO:rms

c: Douglas Gesel, Supervising Code Enforcement Officer *(w/o attachment)*
Brian J. Armstrong, EIT, Director of Engineering Services *(w/o attachment)*
Vaishali Reberholt, Assistant Town Engineer *(w/o attachment)*
Matt Green, The Green Organization *(w/o attachment)*
Sean Hopkins, Hopkins, Sorgi & McCarthy *(w/o attachment)*
Anthony Pandolfe, Carmina Wood Design *(w/o attachment)*

Attachment: Hopkins-Ltr-Town Board-Sidewalk Waiver-07-30-25 (COM-2025-73 : Correspondence from Sean Hopkins, Esq. - 3315-3327

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Town Clerk
DOC ID: 30730

COMMUNICATION 2025-74 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive

Letter from Sean Hopkins, Esq. regarding the proposed multi-family project at 2190-2200 Wehrle Drive.

8/4/2025
A motion to refer to the Town Attorney and Planning Department 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

HSM

July 30, 2025

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Comprehensive Plan Amendment [BCPA-2025-01]
Proposed Multi-Family Project
2190-2200 Wehrle Drive - Amherst, NY
Applicant/Project Sponsor: Young Development Inc.

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Young Development Inc. (the "Project Sponsor") in connection with its pending request to amend the Bicentennial Comprehensive Plan to accommodate the proposed multifamily project to be located at 2190-2200 Wehrle Drive ("Project Site").

The Project Site consists of approximately 24.9 acres that is currently zoned Office Building District ("OB"). The Project Sponsor is requesting that Figure 6 of the Bicentennial Comprehensive Plan ("Comprehensive Plan") be amended to change the designation of the Project Site from "Commercial – Office" to "Medium Residential". The Town Board held public hearings on the request to amend the Comprehensive Plan during its meetings on June 23rd and July 21st. During its meeting on July 21st, the Town Board closed the public hearing and scheduled a decision date for its meeting to be held on August 18th at 7:00 p.m. A copy of the resolution adopted by the Town Board during its meeting on July 21st is provided at Exhibit "1" and a copy of the PowerPoint presentation given to the Twon Board during the public hearing held on July 21st is provided at Exhibit "2".

The Project Sponsor has provided the Town Board with extensive documentation providing strong justification in support of the pending request to amend the Comprehensive Plan to designate the Project Site as appropriate for the requested "Medium Residential" designation. Additionally, as the Town Board is aware, the Project Sponsor has substantially modified the project layout on numerous occasions during the lengthy review process.

Consistent with the resolution adopted by the Planning Board on May 15th recommending that the Town Board approve the requested amendment of the Comprehensive Plan[1], the Project Sponsor is requesting that the Town Board issue a Negative Declaration pursuant to the State Environmental Quality Review Act ("SEQRA") and approve the requested amendment of the Comprehensive Plan during its meeting to be held on August 18th.

[1] A copy of the resolution adopted by the Planning Board during its meeting on May 15, 2025 recommending that the Town Board approve the requested amendment of Figure 6 of the Comprehensive Plan is provided at Exhibit "3".

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Road, Suite 100 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Please contact me at 716.510-4338 or via e-mail at shopkins@hsmlegal.com if you have any questions regarding this letter or the status of the pending request to amend the Comprehensive Plan.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Shawn Lavin, Deputy Supervisor
Jacqualine Berger, Councilmember
Angela Marinucci, Councilmember
Michael Szukala, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director, Town of Amherst Planning Department
Daniel J. Ulatowski, AICP, Assistant Planning Director/ZEO
Scott A. Marshall, Principal Planner
Christopher Schregel, Traffic Safety Coordinator
Steven Bengart, Esq., Town Attorney
Bryan Young, Young Development Inc.
Joe Young, Young Development Inc.
Dean W. Gowen, RLA, Senior Landscape Architect/Urban Planner, Wendel
Patrick Sheedy, Jr., P.E., Carmina Wood Design
Christopher Wood, P.E., Carmina Wood Design
Marc Romanowski, Esq.

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

EXHIBIT 1

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30564 **RESOLUTION 2025-564** **DECISION DATE**

2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment

Request to amend the Bicentennial Comprehensive Plan for 2190-2200 Wehrle Drive from Commercial-Office to Medium Residential.

6/23/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:02 PM.

Attorney Sean Hopkins presented.

The following residents spoke:
Adam Karl, 305 Bellingham
Mary Wolf, 155 Bellingham
Ann Suchyna, 281 Bellingham
Tom Suchyna, 281 Bellingham
Maria Suchyna, 281 Bellingham
Jillian Lenhard, 198 Bellingham
Marc Romanowski, Esq., Windsong Place
Bruce Wisbaum, Windsong Place
Gregory Tobin, 295 Amherston
Brendan Roman, 110 Amherston
Susan Roman, 231 Bellingham
Megan Flowers, 136 Amherston
Tom Suszynski, 136 Amherston
Don Smith, 201 N. Long

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until the July 21st Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was adjourned at 8:23 PM.

7/21/2025
A motion to reopen the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:03 PM.

Attorney Sean Hopkins presented updated information.

The following residents spoke:
Adam Karl, 305 Bellingham
John Trabert, 234 Mt Vernon
Don Smith, 201 N. Long

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Susan Roman, 231 Bellingham
Mary Wolf, 155 Bellingham
Tom Monkelbaan, 189 Bellingham
Tom Frank, 5403 Main St
Marc Romanowski, Esq., Windsong Place
Bruce Wisbaum, Windsong Place

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the August 18th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:54 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 8/18/2025 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

EXHIBIT 2

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Public Hearing – Town of Amherst Town Board

Request to Amend Figure 6 of the Bicentennial Comprehensive Plan
Continuation of Public Hearing held on June 23, 2025

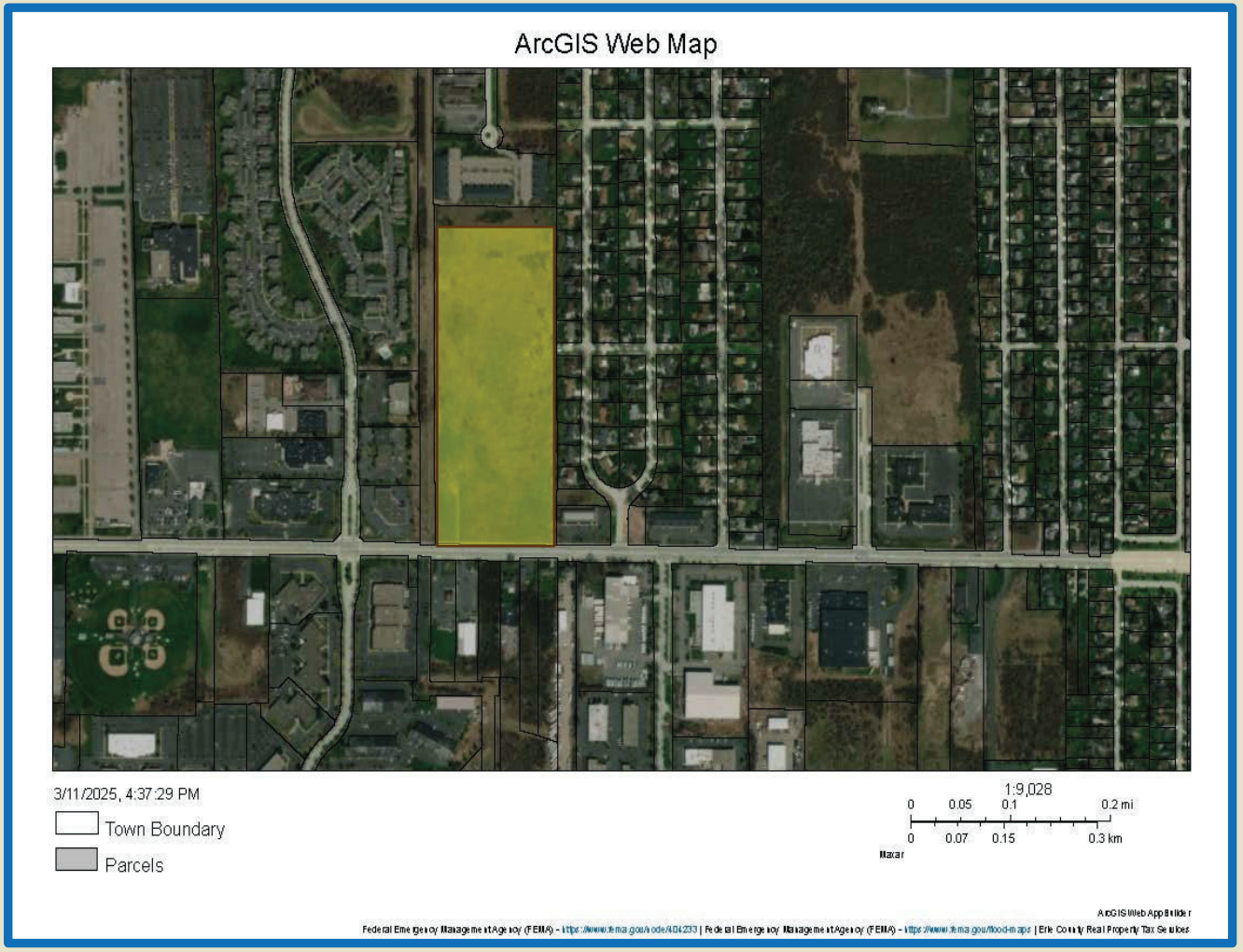
Location: 2190-2200 Wehrle Drive

Petitioner: Young Development Inc.

15.2.a
Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

The Project Site:

- **Location**: 2190-2200 Wehrle Drive
- **Size**: 24.9 Acres
- **Existing Zoning**: Office Building District ("OB")
- **Proposed Zoning**: MFR-6
- Lengthy planning history
- **Proposed Use**: Multifamily Project
- **Comprehensive Plan Amendment**: Seeking Medium Residential Designation [Current: Commercial-Office]
- 3rd Informational Meeting held on July 8th at Main Transit Fire Hall



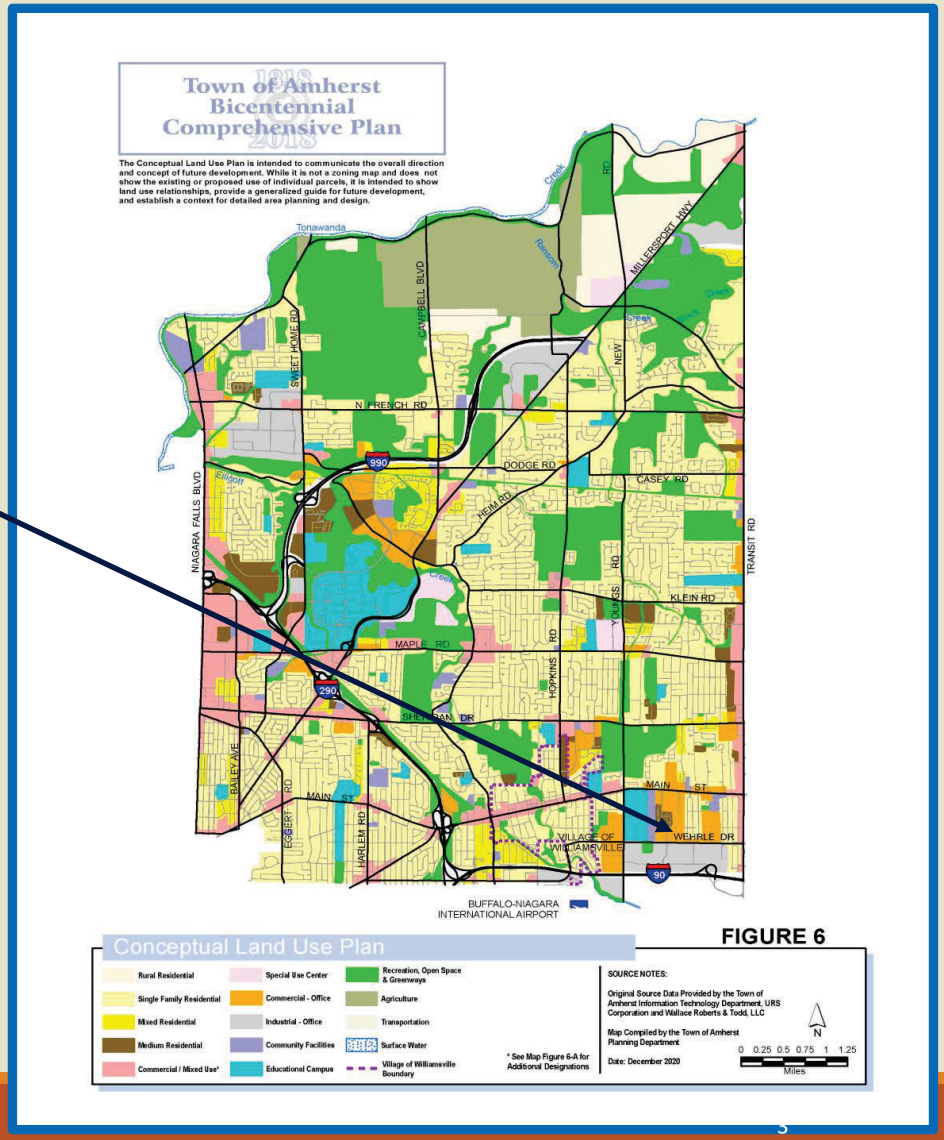
15.2.a

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Figure 6 of the Comprehensive Plan:

- **<u>Current Designation</u>**: Commercial-Office
- **<u>Proposed Designation</u>**: Medium Residential

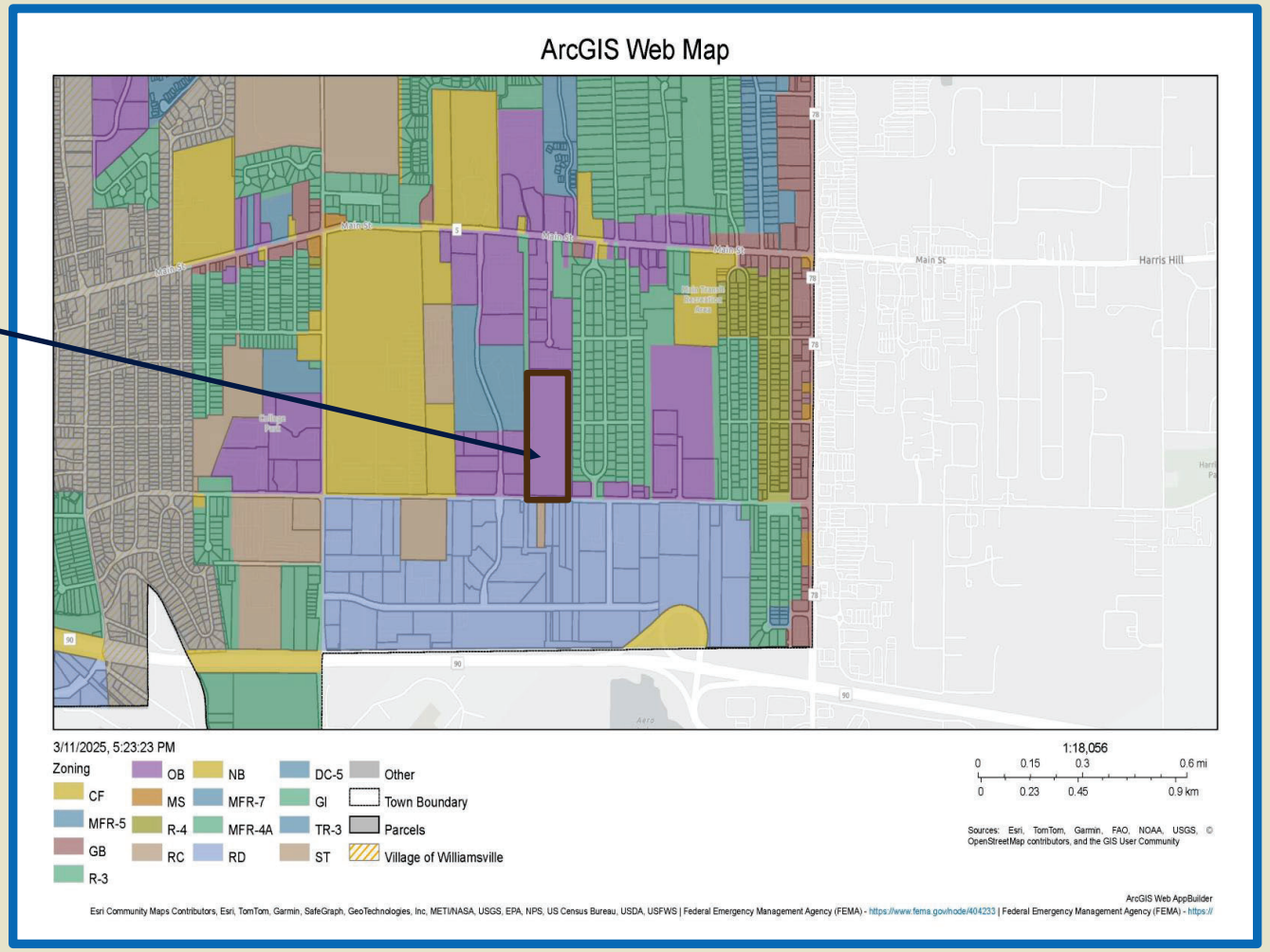
Project Site



Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

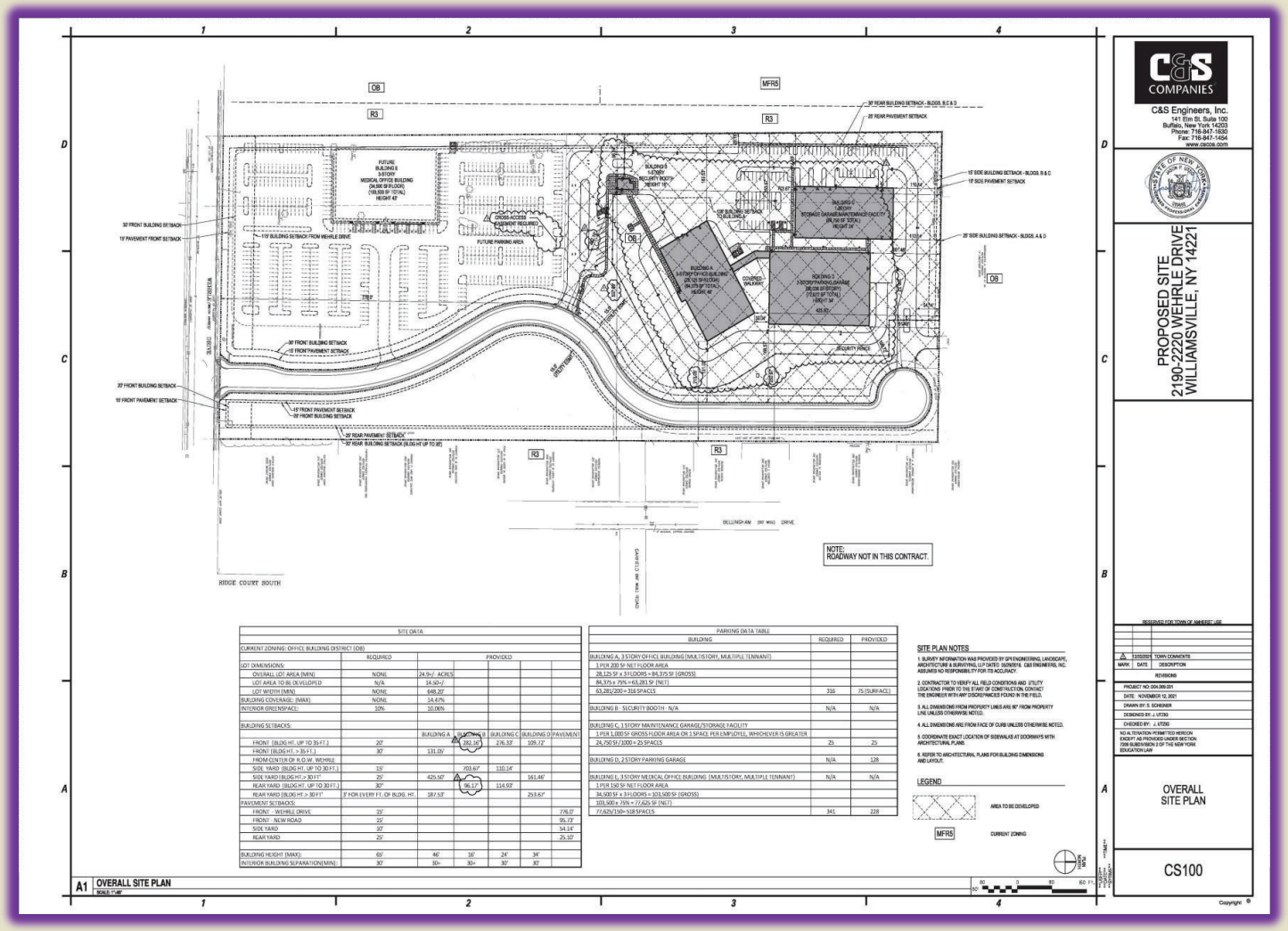
Zoning Map:

Project Site is zoned Office Building District ("OB")



Previous OB Zoning Approved Site Plan:

- Site Plan approved by the Planning Board for Office Building Project
- 4 large office buildings
- 284,697 sq. ft.



15.2.a

Color Concept Plan from Informational Meeting on March 11, 2025 & Planning Board Public Hearing on May 15, 2025:

- 366 units
- 5 four-story buildings [Minimum setback of 181 ft. from rear lots on Bellingham]
- 55 ft. rear yard setback from rear yards f homes on Bellingham

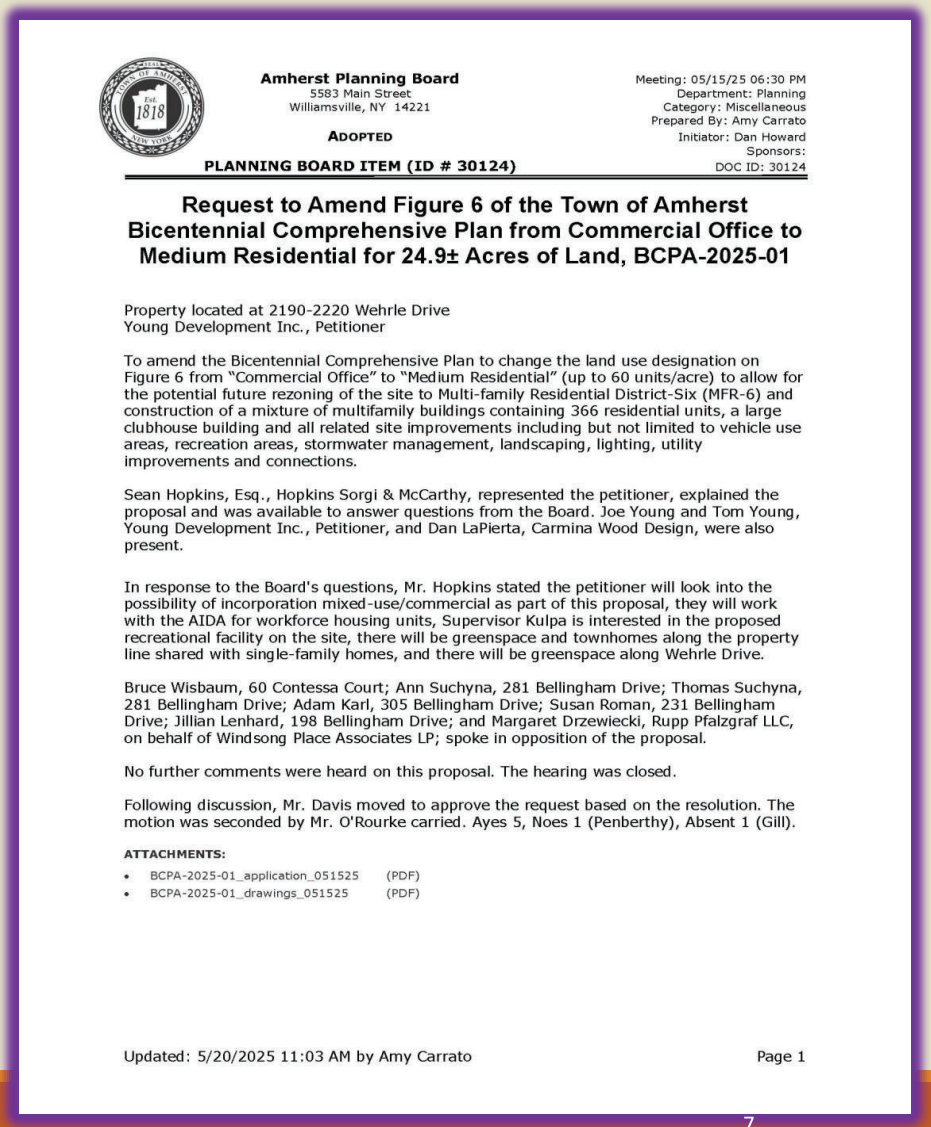


15.2.a

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Planning Board Favorable Recommendation on May 15, 2025:

- During its meeting on May 15, 2025, the Planning Board adopted a resolution recommending that the Town Board amend Figure 6 in the Comprehensive Plan to designate the Project Site as appropriate for "Medium Residential" with the consideration for the inclusion of commercial/mixed-use and Recreation, Open Space and Greenways land uses on the subject parcel.



Amherst Planning Board
5583 Main Street
Williamsville, NY 14221

Meeting: 05/15/25 06:30 PM
Department: Planning
Category: Miscellaneous
Prepared By: Amy Carrato
Initiator: Dan Howard
Sponsors:
DOC ID: 30124

ADOPTED

PLANNING BOARD ITEM (ID # 30124)

Request to Amend Figure 6 of the Town of Amherst Bicentennial Comprehensive Plan from Commercial Office to Medium Residential for 24.9± Acres of Land, BCPA-2025-01

Property located at 2190-2220 Wehrle Drive
Young Development Inc., Petitioner

To amend the Bicentennial Comprehensive Plan to change the land use designation on Figure 6 from "Commercial Office" to "Medium Residential" (up to 60 units/acre) to allow for the potential future rezoning of the site to Multi-family Residential District-Six (MFR-6) and construction of a mixture of multifamily buildings containing 366 residential units, a large clubhouse building and all related site improvements including but not limited to vehicle use areas, recreation areas, stormwater management, landscaping, lighting, utility improvements and connections.

Sean Hopkins, Esq., Hopkins Sorgi & McCarthy, represented the petitioner, explained the proposal and was available to answer questions from the Board. Joe Young and Tom Young, Young Development Inc., Petitioner, and Dan LaPierta, Carmina Wood Design, were also present.

In response to the Board's questions, Mr. Hopkins stated the petitioner will look into the possibility of incorporation mixed-use/commercial as part of this proposal, they will work with the AIDA for workforce housing units, Supervisor Kulpa is interested in the proposed recreational facility on the site, there will be greenspace and townhomes along the property line shared with single-family homes, and there will be greenspace along Wehrle Drive.

Bruce Wisbaum, 60 Contessa Court; Ann Suchyna, 281 Bellingham Drive; Thomas Suchyna, 281 Bellingham Drive; Adam Karl, 305 Bellingham Drive; Susan Roman, 231 Bellingham Drive; Jillian Lenhard, 198 Bellingham Drive; and Margaret Drzewiecki, Rupp Pfalzgraf LLC, on behalf of Windsong Place Associates LP; spoke in opposition of the proposal.

No further comments were heard on this proposal. The hearing was closed.

Following discussion, Mr. Davis moved to approve the request based on the resolution. The motion was seconded by Mr. O'Rourke carried. Ayes 5, Noes 1 (Penberthy), Absent 1 (Gill).

ATTACHMENTS:

- BCPA-2025-01_application_051525 (PDF)
- BCPA-2025-01_drawings_051525 (PDF)

Updated: 5/20/2025 11:03 AM by Amy Carrato

Page 1

Planning Board Favorable Recommendation issued on May 15, 2025:

- The Planning Board issued detailed findings in support of its favorable recommendation to the Town Board as follows:
- A. The proposed request is generally consistent with the Zoning Ordinance and with the following sections of the Comprehensive Plan and the goals and policies found therein:
  - The Plan states that for both Medium and Mixed Residential areas, location criteria for higher density housing include proximity to high access corridors served by public transportation, areas near commercial centers and employment concentrations, areas next to educational campuses, and areas near community facilities.
  - Chapter 3, Land Use and Development; as the location is ideally situated for the proposed land use as it is bordered by multi-family residential development along its northwest boundary and by single- family residential homes along its eastern boundary. Medium Residential is identified in the Comprehensive Plan as a good transitional land use category between commercial and single-family residential.
  - Medium Residential is identified in the Comprehensive Plan as a good transitional land use category between commercial and single-family residential.
  - Public transportation (NFTA Route #47) is available along Wehrle Drive to nearby economic centers, and Wehrle Drive itself is a minor arterial roadway with connections to Transit Road, Cayuga Road and Union Road.
  - The location of the subject property is within walking distance to the SUNY Erie North campus and the YMCA Williamsville location.
  - The amendment should include areas designated for mixed-use development to compliment and serve the residential development, and an area(s) for public recreation and open space.
- B. The subject property is suitable for uses permitted by the current versus the proposed land use designation.
- C. The proposed change does improve the balance of land uses and does meet a specific demand in the Town.
- D. The land surrounding the subject request is comprised of single-family housing, multi-family housing and offices developed according to the requirements of the R-3, MFR-5 and OB zoning districts.

Updated Color Concept Plan dated June 17, 2025

- 332 units [Eliminated 34 units]
- 3 four-story buildings consisting of 49 units each to be located on western portion of the Project Site [Setback from rear of lots on Bellingham increased from 181 ft. to approximately 500 ft.]
- Meetings with Planning Department staff on May 22nd and June 5th to discuss the project layout and the status of the requested amendment of the Comprehensive Plan.
- Decision made that adding commercial/mixed-use space was not warranted



15.2.a

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Updated Color Concept Plan dated June 17, 2025

- Only 2-story townhome buildings with attached garages will be located on the eastern and central portions of the Project Site.
- Rear yard setback of the two-story townhomes with attached garages has been increased from 55 ft. to 70 ft.
- High impact screening consisting of a solid 6 ft. fence and extensive landscaping along eastern portion of the Project Site.



CARMINA WOOD DESIGN

YOUNG DEVELOPMENT

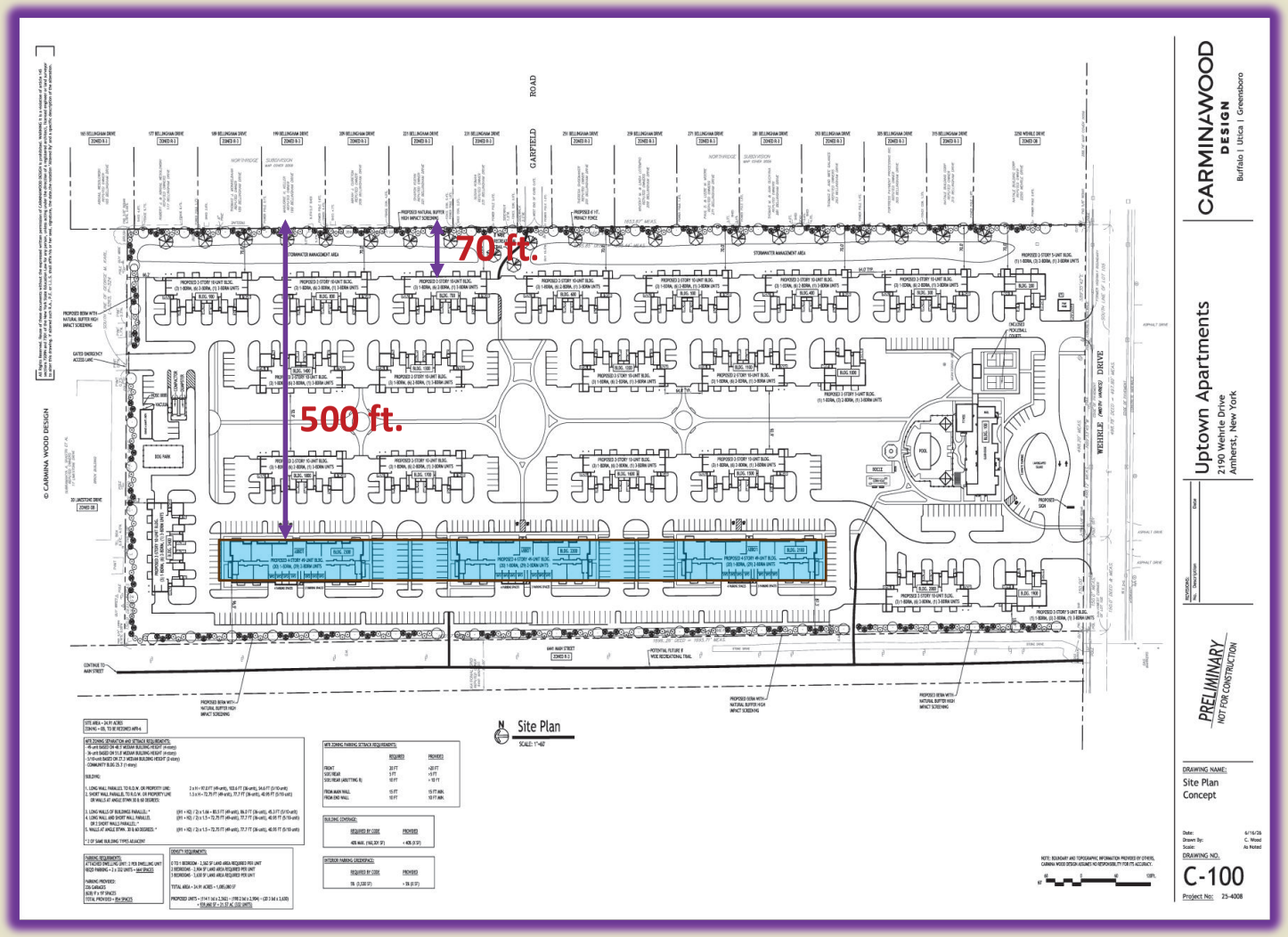
Uptown Apartments
Concept Site Rendering
2190 Wehrle Drive | Amherst, NY
June 2025

1

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

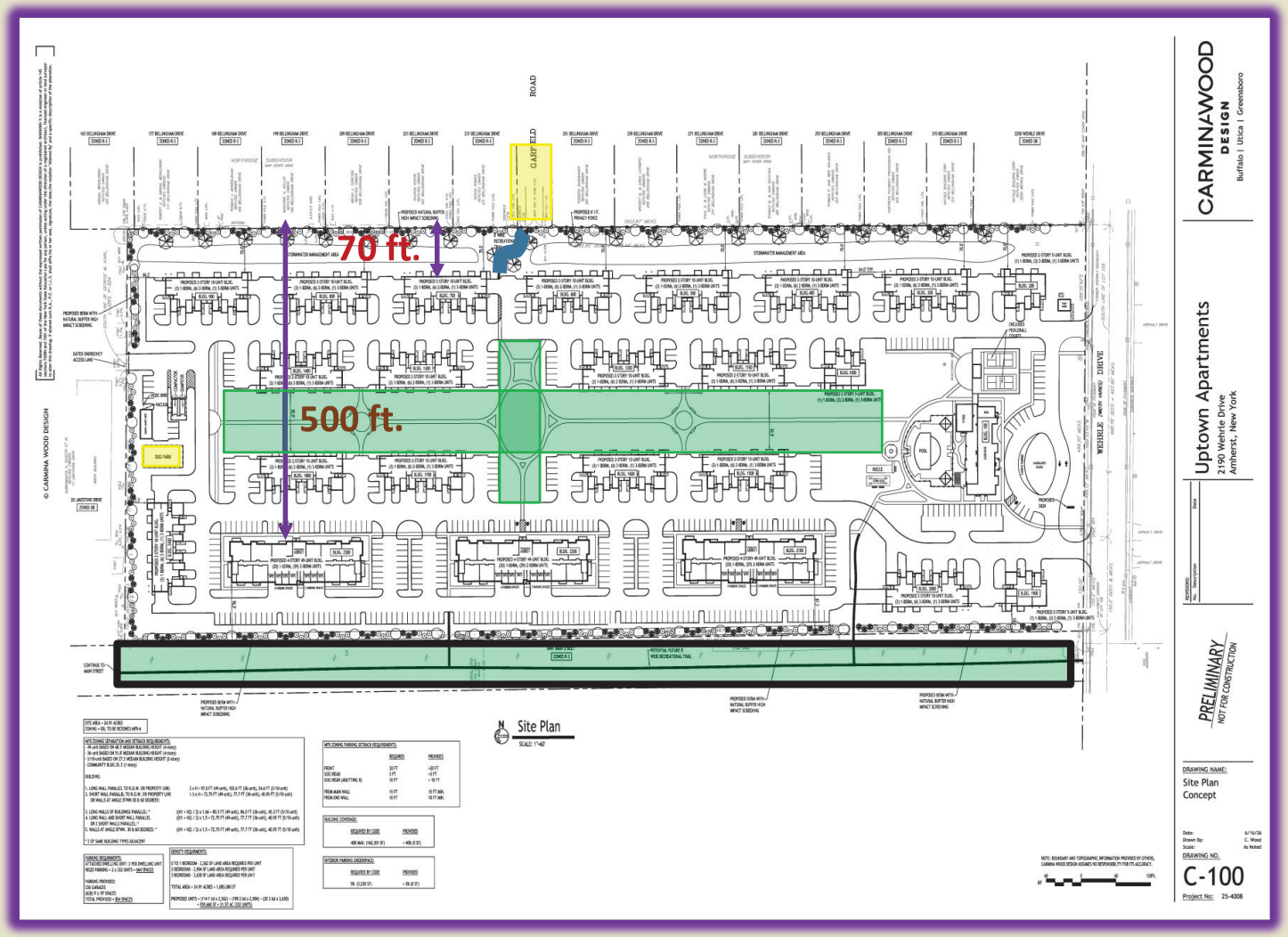
Updated Concept Plan dated June 17, 2025

- Linear greenspace corridor has been added to the central portion of the Project Site running in a north-south direction that will include a recreational trail connecting to the clubhouse
- Recreational trail connection has been added to the existing Garfield Road paved stub street that connects to the Project Site.



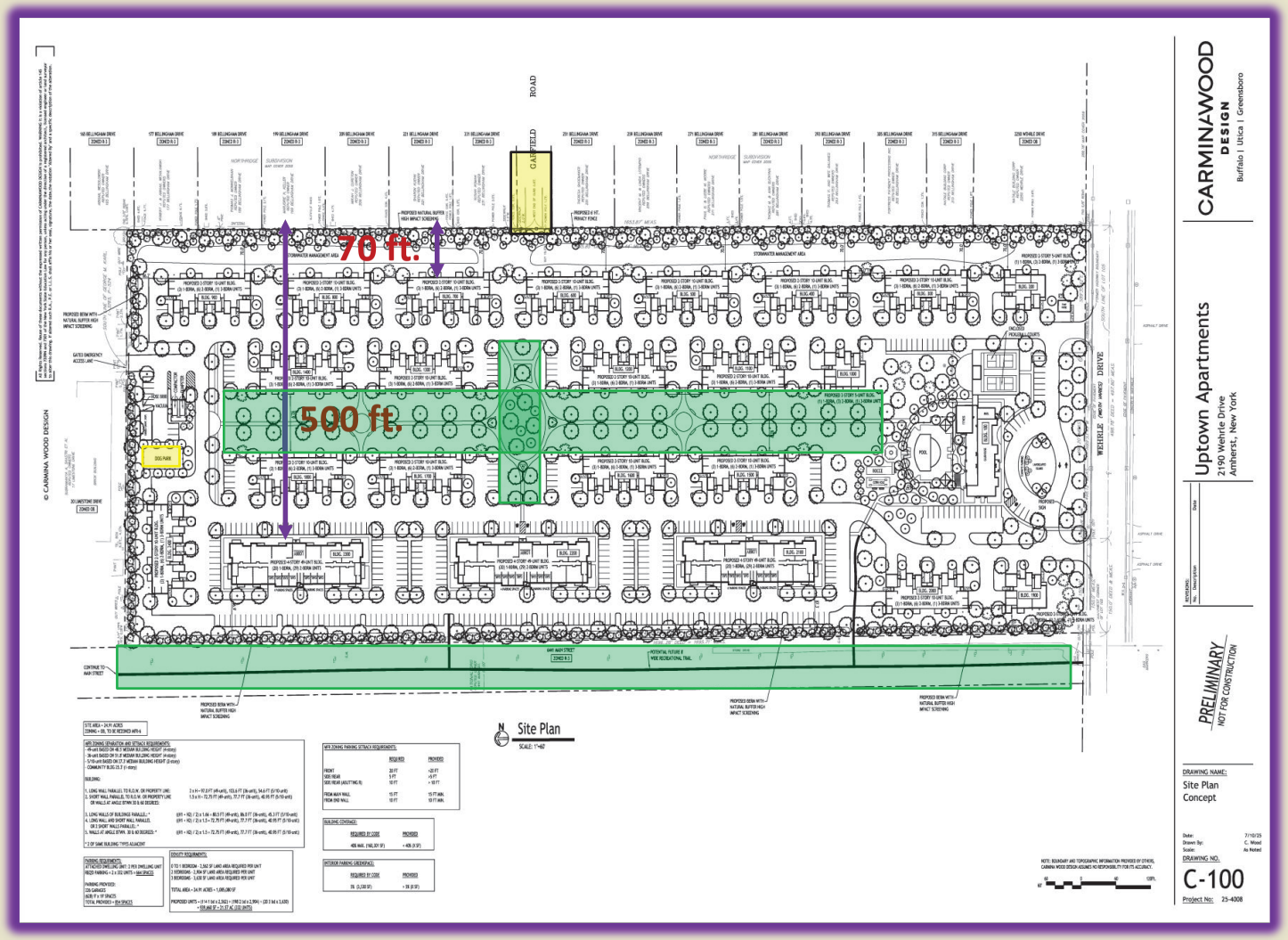
Updated Concept Plan dated June 17, 2025

- Potential off-site recreational trail within the National Grid Right-of-Way directly west of the Project Site has been added based on input received from the Planning Department that would connect from Wehrle Drive to Main Street.
- High impact screening has been added along the northern and western portion of the Project Site consisting a berm with extensive landscaping.



Updated Concept Plan dated July 10, 2025:

- Recreational trail connection to existing Garfield Road paved stub street has been removed per consensus of nearby property owners during the 3rd informational meeting held on July 8th
- Layout has also been updated based on input received from nearby residents to depict much more intensive landscaping for screening purposes along the eastern boundary of the Project Site.
- Proposed landscaping has also been enhanced along the northern and western boundaries of the Project Site as well.



Updated Concept Plan dated July 10, 2025:

- Recreational trail connection to existing Garfield Road paved stub street has been removed per consensus of nearby property owners during the 3rd informational meeting held on July 8th
- Layout has also been updated based on input received from nearby residents to depict much more intensive landscaping for screening purposes along the eastern boundary of the Project Site.
- Proposed landscaping has also been enhanced along the northern and western boundaries of the Project Site as well.



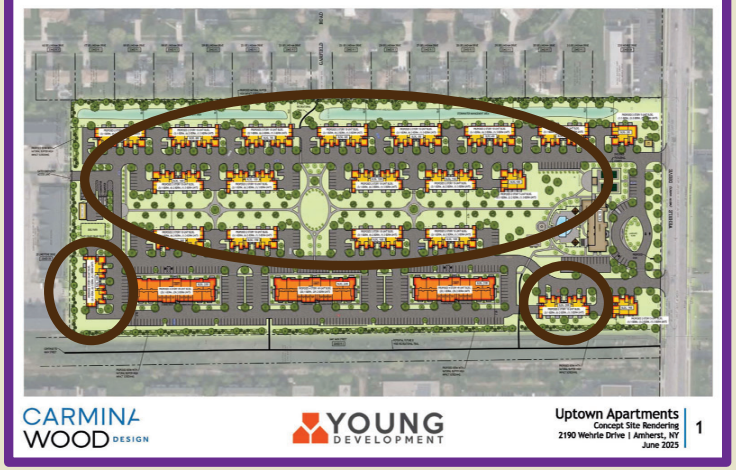
CARMINA WOOD DESIGN

YOUNG DEVELOPMENT

Uptown Apartments
Concept Site Rendering
2190 Wehrle Drive | Amherst, NY
07/15/2025

Color Conceptual Elevation Plan:

- Two-story townhome buildings with 10 units



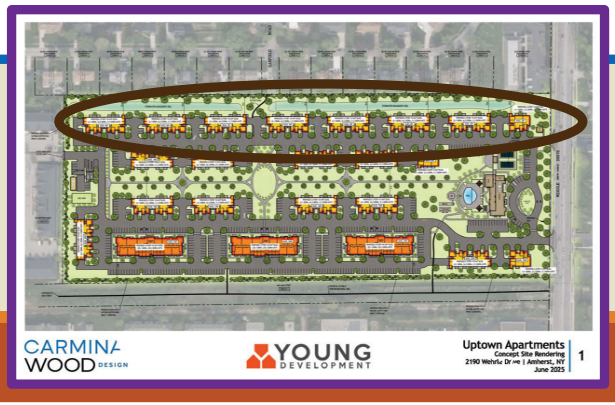


Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

View from 2nd story balconies on eastern portion of the Project Site:

- **Primary screening [Trees]:**
- Locusts (2.5-inch caliper – approximately 12 ft.) - Should reach 18 to 20 ft. within 3-5 years
- Clump maples begin (10 to 12 ft.) - Will quickly grow to height of 15 to 18 ft. Multi-stem thickens the mid-level canopy, closing the spaces between the taller locusts.
- Evergreen trees (6 to 8 ft.) - Will grow to approximately 12 to 15 ft.
- **Secondary screening [Shrubs]:**
- Beneath the trees, staggered rows of lilac, burning bush, dappled willow, and serviceberry occupy the 4 to 8 ft. band.
- Fill the area between tree trunks and ground level

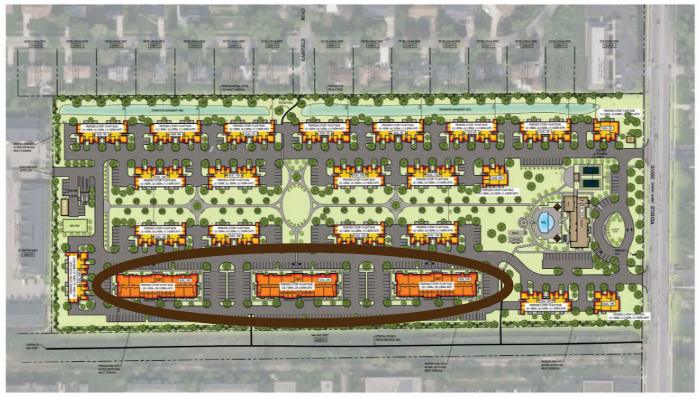




Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Color Conceptual Elevation Plan:

- Four-story buildings with 49 units





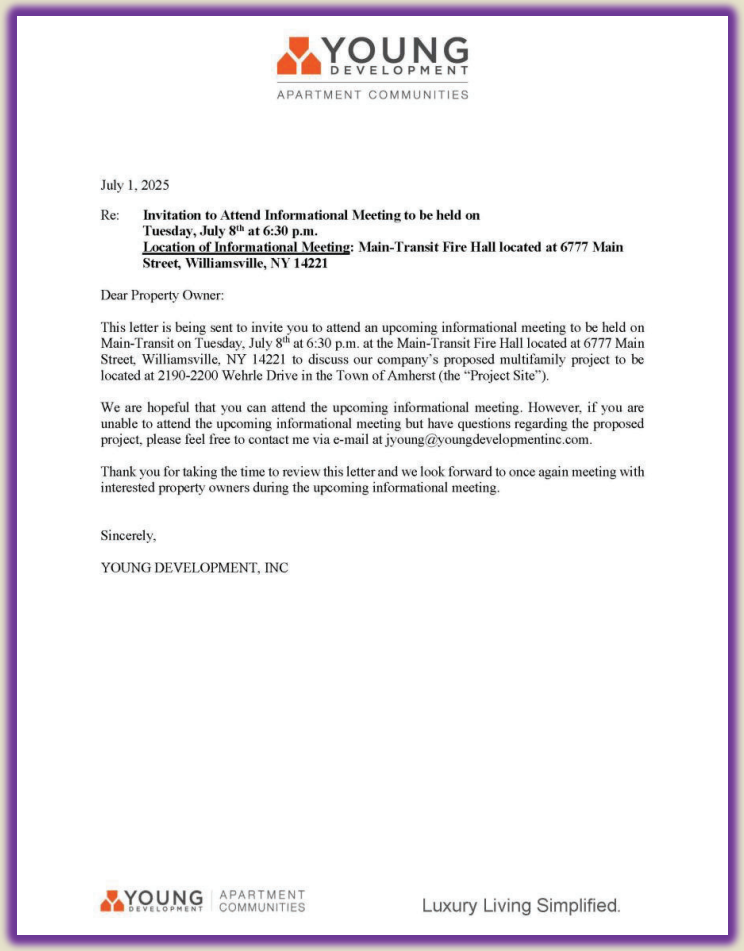
Uptown Apartments
Young Development Inc.
Amherst, NY

Front Elevation
49-Unit Apartments

James Fahy Design Associates
Architecture & Engineering P.C.
Rochester, NY

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

- 3rd Informational meeting held with interested property owners on July 8th
- Invite letter sent to residents on July 1st
- Follow up e-mail sent to residents on July 11th
- Interested property owners will continue to be kept informed regarding status of the proposed project



YOUNG DEVELOPMENT
APARTMENT COMMUNITIES

July 1, 2025

Re: **Invitation to Attend Informational Meeting to be held on Tuesday, July 8th at 6:30 p.m.**
Location of Informational Meeting: Main-Transit Fire Hall located at 6777 Main Street, Williamsville, NY 14221

Dear Property Owner:

This letter is being sent to invite you to attend an upcoming informational meeting to be held on Main-Transit on Tuesday, July 8th at 6:30 p.m. at the Main-Transit Fire Hall located at 6777 Main Street, Williamsville, NY 14221 to discuss our company's proposed multifamily project to be located at 2190-2200 Wehrle Drive in the Town of Amherst (the "Project Site").

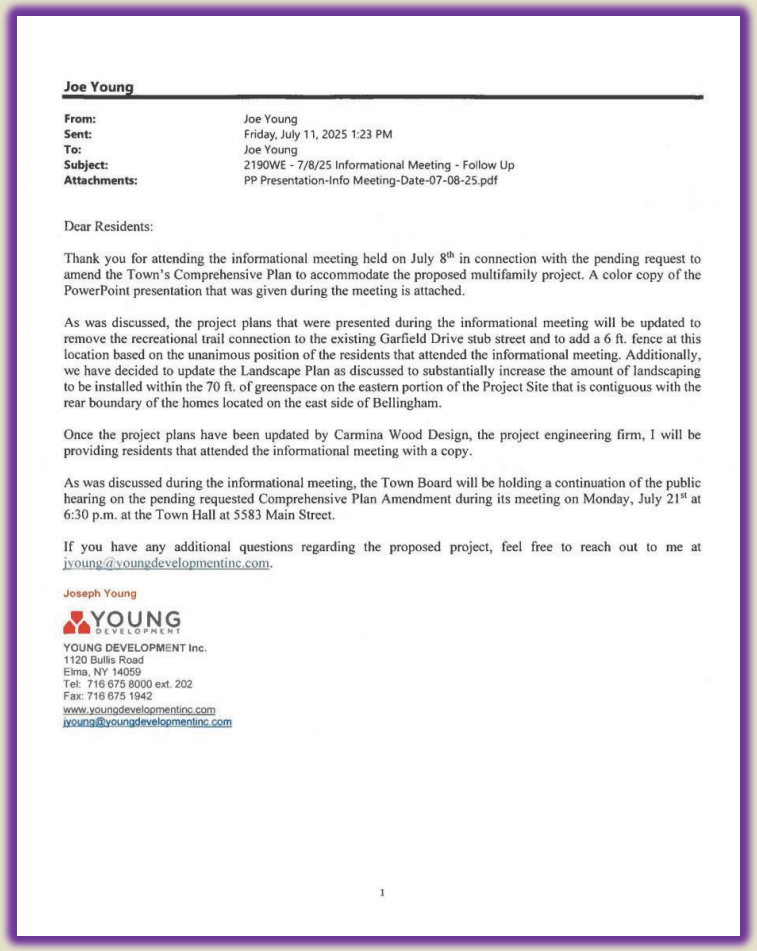
We are hopeful that you can attend the upcoming informational meeting. However, if you are unable to attend the upcoming informational meeting but have questions regarding the proposed project, please feel free to contact me via e-mail at jyoung@youngdevelopmentinc.com.

Thank you for taking the time to review this letter and we look forward to once again meeting with interested property owners during the upcoming informational meeting.

Sincerely,

YOUNG DEVELOPMENT, INC

YOUNG DEVELOPMENT | APARTMENT COMMUNITIES Luxury Living Simplified.



Joe Young

From: Joe Young
Sent: Friday, July 11, 2025 1:23 PM
To: Joe Young
Subject: 2190WE - 7/8/25 Informational Meeting - Follow Up
Attachments: PP Presentation-Info Meeting-Date-07-08-25.pdf

Dear Residents:

Thank you for attending the informational meeting held on July 8th in connection with the pending request to amend the Town's Comprehensive Plan to accommodate the proposed multifamily project. A color copy of the PowerPoint presentation that was given during the meeting is attached.

As was discussed, the project plans that were presented during the informational meeting will be updated to remove the recreational trail connection to the existing Garfield Drive stub street and to add a 6 ft. fence at this location based on the unanimous position of the residents that attended the informational meeting. Additionally, we have decided to update the Landscape Plan as discussed to substantially increase the amount of landscaping to be installed within the 70 ft. of greenspace on the eastern portion of the Project Site that is contiguous with the rear boundary of the homes located on the east side of Bellingham.

Once the project plans have been updated by Carmina Wood Design, the project engineering firm, I will be providing residents that attended the informational meeting with a copy.

As was discussed during the informational meeting, the Town Board will be holding a continuation of the public hearing on the pending requested Comprehensive Plan Amendment during its meeting on Monday, July 21st at 6:30 p.m. at the Town Hall at 5583 Main Street.

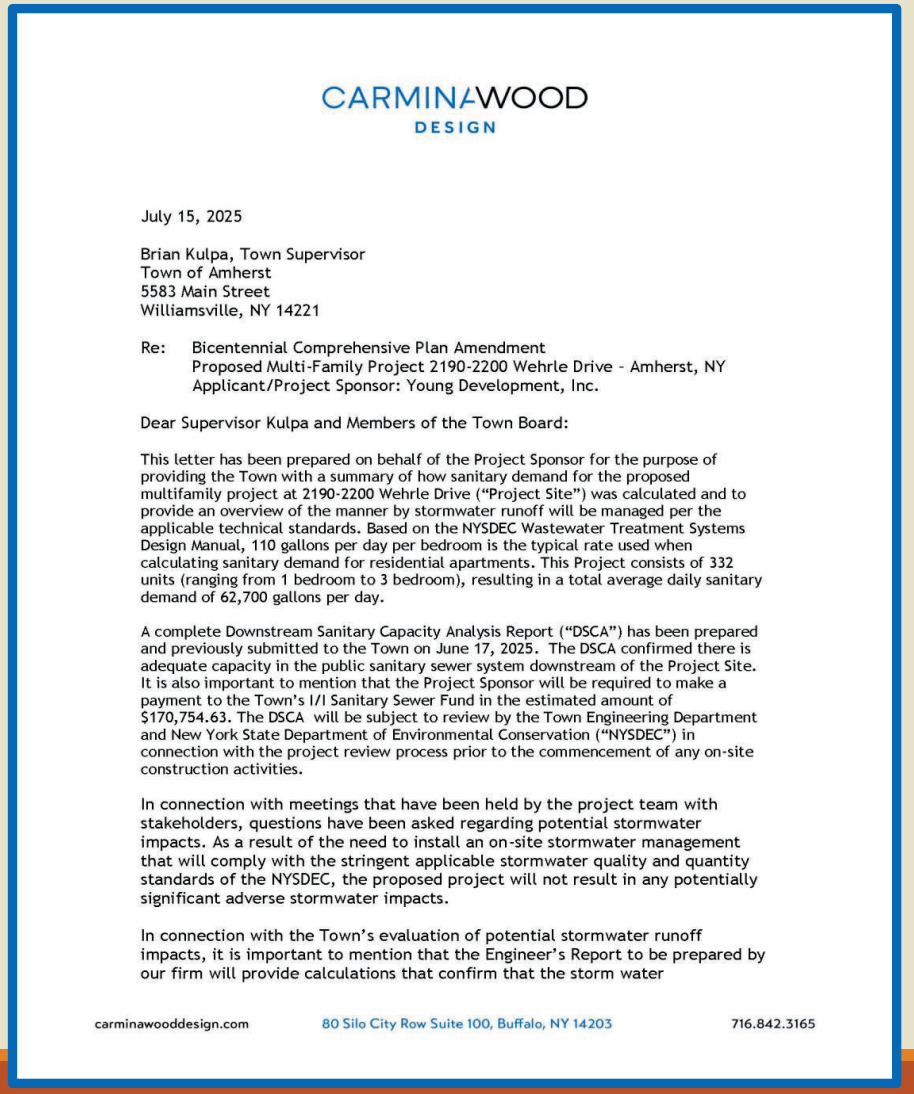
If you have any additional questions regarding the proposed project, feel free to reach out to me at jyoung@youngdevelopmentinc.com.

Joseph Young
YOUNG DEVELOPMENT
YOUNG DEVELOPMENT Inc.
1120 Bullis Road
Elma, NY 14059
Tel: 716 675 8000 ext. 202
Fax: 716 675 1942
www.youngdevelopmentinc.com
jyoung@youngdevelopmentinc.com

1

Letter from Patrick Sheedy P.E. dated July 15th:

- Based on the NYSDEC Wastewater Treatment Systems Design Manual, 110 gallons per day per bedroom is the typical rate used when calculating sanitary demand for residential apartments. Project consists of 332 units (ranging from 1 bedroom to 3 bedroom), resulting in a total average daily sanitary demand of 62,700 gallons per day.
- Downstream Sanitary Capacity Analysis Report ("DSCA") has been prepared and was submitted to the Town on June 17, 2025.
- DSCA confirmed there is adequate capacity in the public sanitary sewer system downstream of the Project Site.
- Project Sponsor will be required to make a payment to the Town's I/I Sanitary Sewer Fund in the estimated amount of $170,754.63.



CARMINAWOOD DESIGN

July 15, 2025

Brian Kulpa, Town Supervisor
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: Bicentennial Comprehensive Plan Amendment
Proposed Multi-Family Project 2190-2200 Wehrle Drive - Amherst, NY
Applicant/Project Sponsor: Young Development, Inc.

Dear Supervisor Kulpa and Members of the Town Board:

This letter has been prepared on behalf of the Project Sponsor for the purpose of providing the Town with a summary of how sanitary demand for the proposed multifamily project at 2190-2200 Wehrle Drive ("Project Site") was calculated and to provide an overview of the manner by stormwater runoff will be managed per the applicable technical standards. Based on the NYSDEC Wastewater Treatment Systems Design Manual, 110 gallons per day per bedroom is the typical rate used when calculating sanitary demand for residential apartments. This Project consists of 332 units (ranging from 1 bedroom to 3 bedroom), resulting in a total average daily sanitary demand of 62,700 gallons per day.

A complete Downstream Sanitary Capacity Analysis Report ("DSCA") has been prepared and previously submitted to the Town on June 17, 2025. The DSCA confirmed there is adequate capacity in the public sanitary sewer system downstream of the Project Site. It is also important to mention that the Project Sponsor will be required to make a payment to the Town's I/I Sanitary Sewer Fund in the estimated amount of $170,754.63. The DSCA will be subject to review by the Town Engineering Department and New York State Department of Environmental Conservation ("NYSDEC") in connection with the project review process prior to the commencement of any on-site construction activities.

In connection with meetings that have been held by the project team with stakeholders, questions have been asked regarding potential stormwater impacts. As a result of the need to install an on-site stormwater management that will comply with the stringent applicable stormwater quality and quantity standards of the NYSDEC, the proposed project will not result in any potentially significant adverse stormwater impacts.

In connection with the Town's evaluation of potential stormwater runoff impacts, it is important to mention that the Engineer's Report to be prepared by our firm will provide calculations that confirm that the storm water

carminawooddesign.com 80 Silo City Row Suite 100, Buffalo, NY 14203 716.842.3165

Letter from Patrick Sheedy P.E. dated July 15th [Stormwater Management System]:

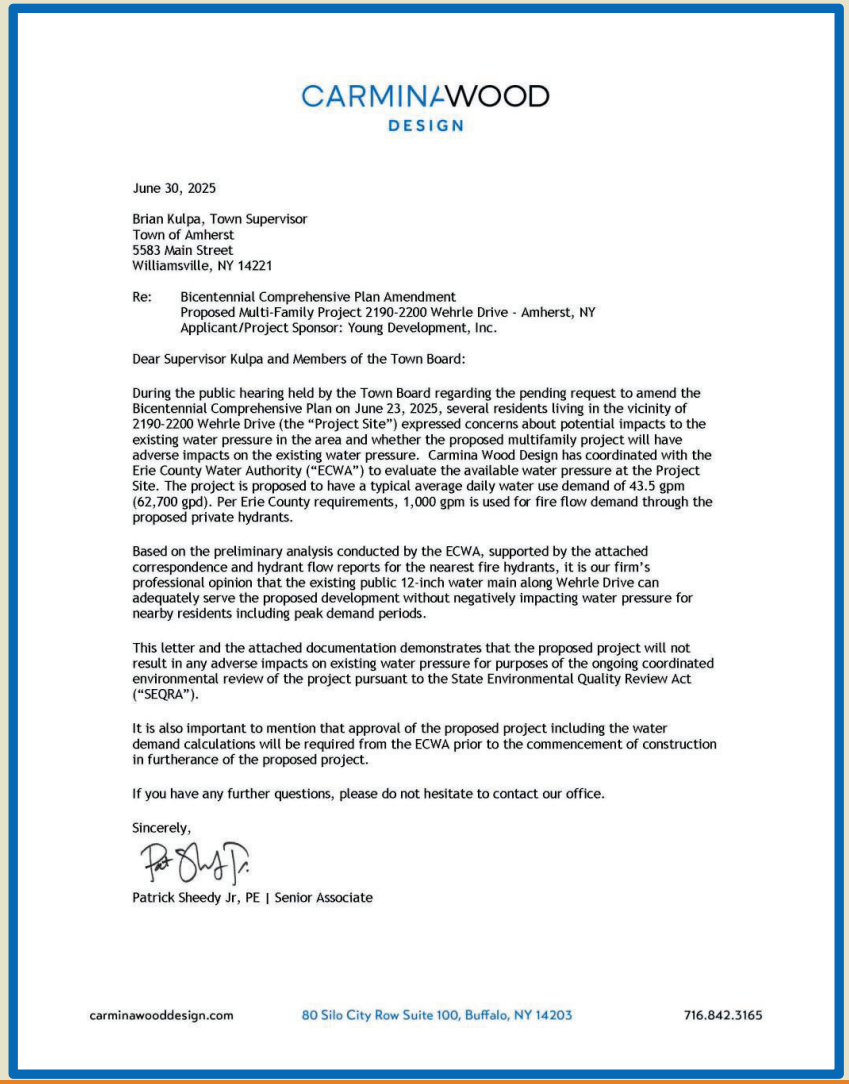
- On-site stormwater management that will comply with the stringent applicable stormwater quality and quantity standards of the NYSDEC and the Engineering Department
- Storm water collection system is proposed for the impervious surfaces including the constructed driveways, access aisles, parking spaces and the proposed clubhouse and multi-family buildings.
- This system will consist of catch basins placed throughout the Project Site and along the roadways to collect stormwater runoff from these various impervious surfaces. The proposed catch basins will be connected by a series of storm pipes and convey stormwater runoff to the stormwater management areas.
- Storm water management areas will be designed in accordance with the NYSDEC Stormwater Management Design Manual. These areas will provide both water quality and water quantity storage components.
- The existing drainage path of the Project Site runoff under existing conditions is generally north, east and south towards existing perimeter drainage ditches.
- In the developed condition, any developed areas will be conveyed to the stormwater management area and ultimately discharge to a swale which will outlet to either an onsite drainage well or the public storm sewer system along Wehrle Drive.
- Discharge from the stormwater management area will be controlled by the infiltration rate of the subsurface bedrock or an engineered outlet control structure or device to not exceed the current existing rate of runoff to the existing ditch under all storm events, which include the 1-year, 10-year and 100-year storm events.

15.2.a

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Letter from Patrick Sheedy P.E. dated June 30th:

- Carmina Wood Design has coordinated with the ECWA to evaluate the available water pressure at the Project Site. The project is proposed to have a typical daily water use demand of 43.5 gpm (62,700 gpd).
- Based on the preliminary analysis conducted by the ECWA, supported by the attached correspondence and hydrant flow reports for the nearest fire hydrants, it is their professional opinion that the existing public 12-inch water main along Wehrle Drive can adequately serve the proposed development without negatively impacting water pressure for nearby residents including peak demand periods.
- Approval of the proposed project including the water demand calculations will be required from the ECWA prior to the commencement of construction in furtherance of the proposed project.



CARMINAWOOD
DESIGN

June 30, 2025

Brian Kulpa, Town Supervisor
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: Bicentennial Comprehensive Plan Amendment
Proposed Multi-Family Project 2190-2200 Wehrle Drive - Amherst, NY
Applicant/Project Sponsor: Young Development, Inc.

Dear Supervisor Kulpa and Members of the Town Board:

During the public hearing held by the Town Board regarding the pending request to amend the Bicentennial Comprehensive Plan on June 23, 2025, several residents living in the vicinity of 2190-2200 Wehrle Drive (the "Project Site") expressed concerns about potential impacts to the existing water pressure in the area and whether the proposed multifamily project will have adverse impacts on the existing water pressure. Carmina Wood Design has coordinated with the Erie County Water Authority ("ECWA") to evaluate the available water pressure at the Project Site. The project is proposed to have a typical average daily water use demand of 43.5 gpm (62,700 gpd). Per Erie County requirements, 1,000 gpm is used for fire flow demand through the proposed private hydrants.

Based on the preliminary analysis conducted by the ECWA, supported by the attached correspondence and hydrant flow reports for the nearest fire hydrants, it is our firm's professional opinion that the existing public 12-inch water main along Wehrle Drive can adequately serve the proposed development without negatively impacting water pressure for nearby residents including peak demand periods.

This letter and the attached documentation demonstrates that the proposed project will not result in any adverse impacts on existing water pressure for purposes of the ongoing coordinated environmental review of the project pursuant to the State Environmental Quality Review Act ("SEQRA").

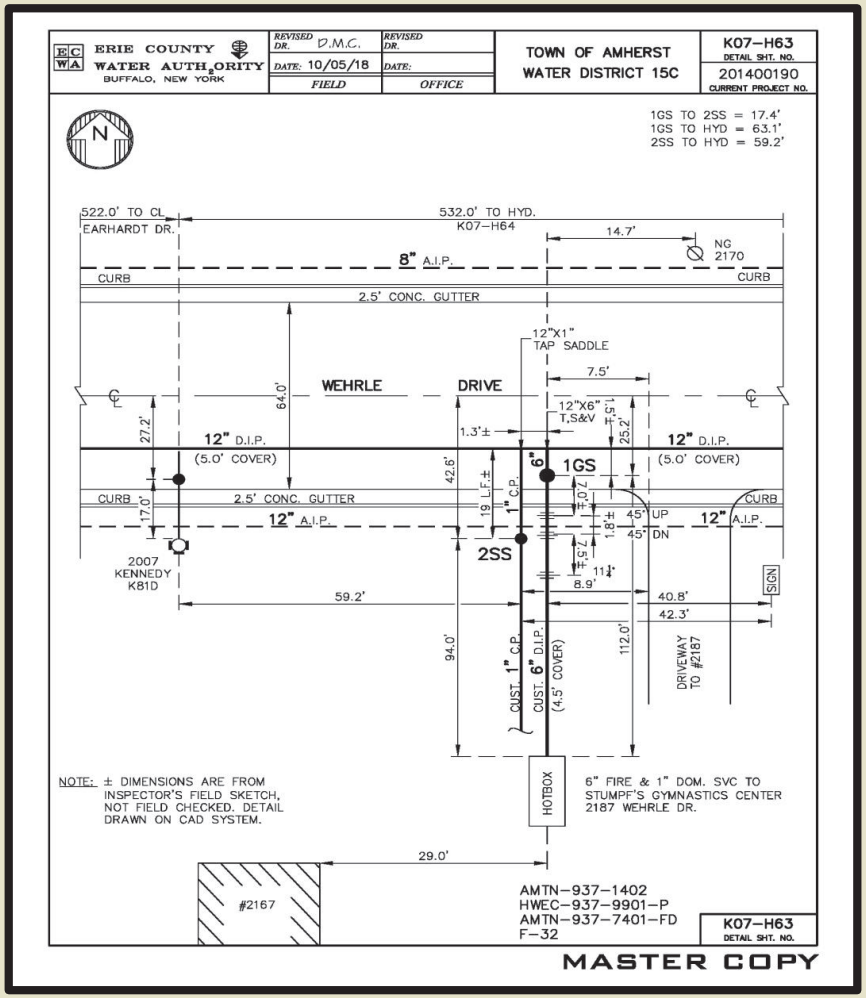
It is also important to mention that approval of the proposed project including the water demand calculations will be required from the ECWA prior to the commencement of construction in furtherance of the proposed project.

If you have any further questions, please do not hesitate to contact our office.

Sincerely,

Patrick Sheedy Jr, PE | Senior Associate

carminawooddesign.com 80 Silo City Row Suite 100, Buffalo, NY 14203 716.842.3165


ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK
REVISED DR. D.M.C.
DATE: 10/05/18
FIELD
REVISED DR.
DATE:
OFFICE
TOWN OF AMHERST
WATER DISTRICT 15C
K07–H63
DETAIL SHT. NO.
201400190
CURRENT PROJECT NO.
1GS TO 2SS = 17.4'
1GS TO HYD = 63.1'
2SS TO HYD = 59.2'
522.0' TO CL EARHARDT DR.
532.0' TO HYD. K07–H64
14.7'
NG 2170
8" A.I.P.
CURB
CURB
2.5' CONC. GUTTER
12"X1" TAP SADDLE
7.5'
WEHRLE DRIVE
64.0'
12"X6" T,S&V
1.3'±
25.2'
12" D.I.P. (5.0' COVER)
12" D.I.P. (5.0' COVER)
27.2'
42.6'
6"
1GS
19 L.F.±
1" C.P.
CURB
2.5' CONC. GUTTER
CURB
17.0'
12" A.I.P.
12" A.I.P.
45° UP
45° DN
2SS
2007 KENNEDY K81D
59.2'
8.9'
40.8'
42.3'
SIGN
94.0'
CUST. 1" C.P.
CUST. 6" D.I.P. (4.5' COVER)
112.0'
DRIVEWAY TO #2187
HOTBOX
NOTE: ± DIMENSIONS ARE FROM INSPECTOR'S FIELD SKETCH, NOT FIELD CHECKED. DETAIL DRAWN ON CAD SYSTEM.
6" FIRE & 1" DOM. SVC TO STUMPF'S GYMNASTICS CENTER 2187 WEHRLE DR.
29.0'
#2167
AMTN–937–1402
HWEC–937–9901–P
AMTN–937–7401–FD
F–32
K07–H63
DETAIL SHT. NO.
MASTER COPY

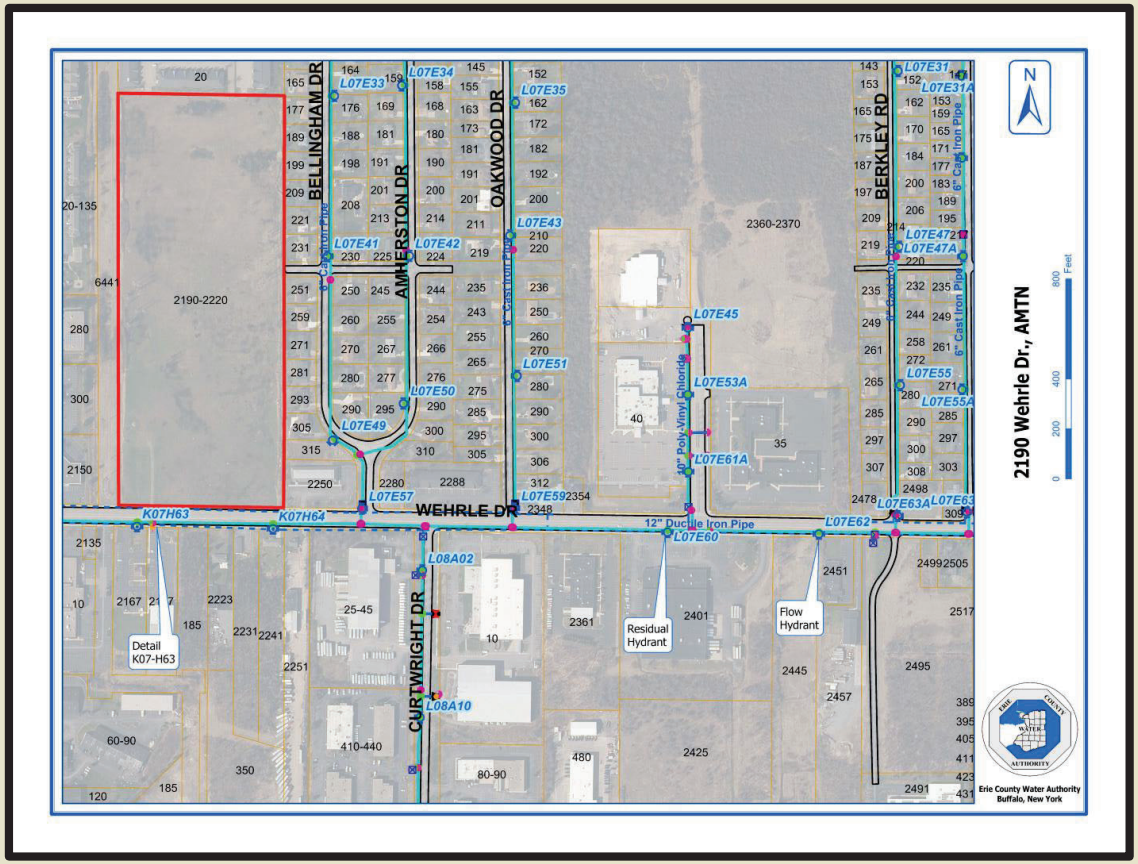
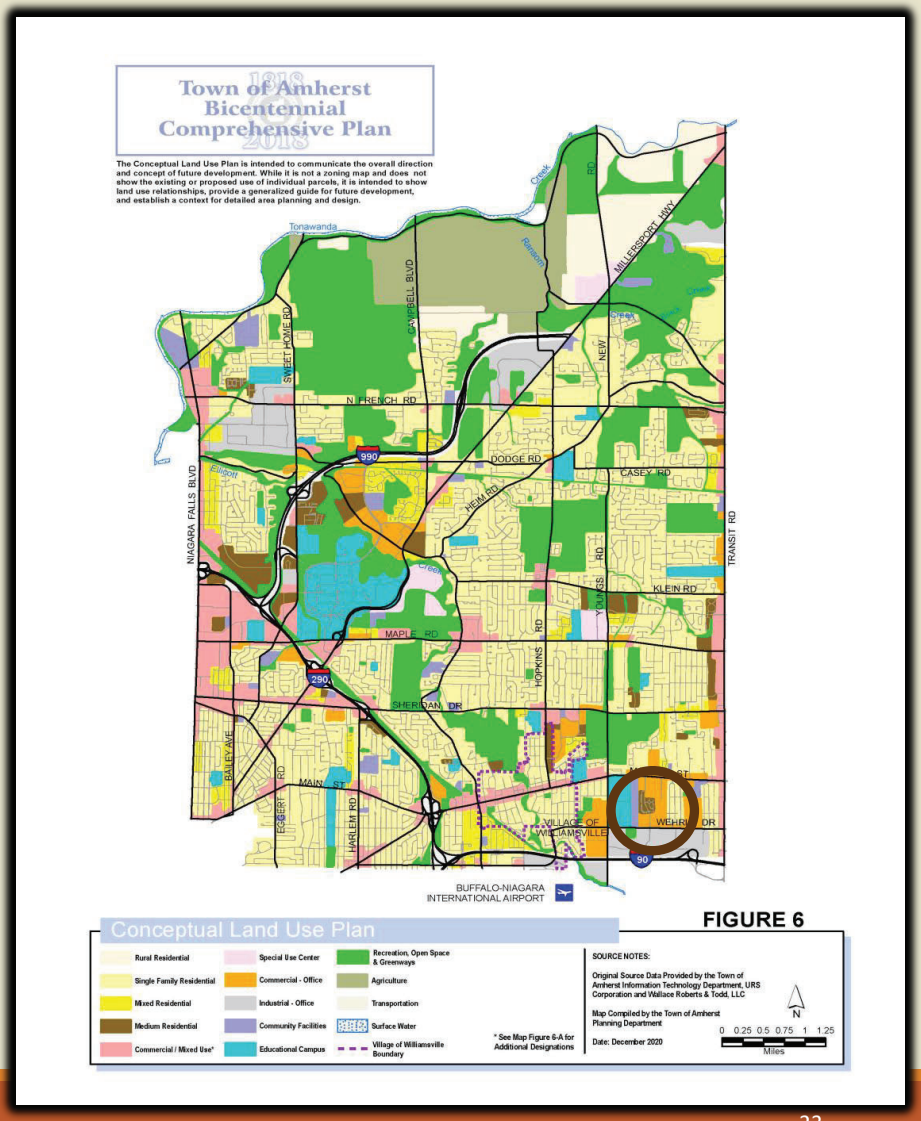

BELLINGHAM DR
AMHERSTON DR
OAKWOOD DR
BERKLEY RD
WEHRLE DR
CURTWRIGHT DR
L07E34
L07E33
L07E35
L07E31
L07E31A
L07E43
L07E41
L07E42
L07E45
L07E53A
L07E61A
L07E51
L07E50
L07E49
L07E55
L07E55A
L07E57
L07E59
L07E60
L07E62
L07E63
L07E63A
L07E47A
L08A02
L08A10
K07H63
K07H64
12" Ductile Iron Pipe
6" Cast Iron Pipe
10" Poly-Vinyl Chloride
Detail K07-H63
Residual Hydrant
Flow Hydrant
2190 Wehrle Dr., AMTN
Feet
Erie County Water Authority
Buffalo, New York

Figure 6 of the Comprehensive Plan:

- Pages 3-29 and 3-30 of the Comprehensive Plan state as follows:
  - "The Conceptual Land Plan is neither a zoning map nor is it meant to show the existing or proposed use of individual parcels of land. It is not meant to dictate land use, nor is it meant to show any phasing or timing of development.
  - The Plan is intended to communicate the overall direction and concept of future development. While it is intended to present a composite picture of the Town at full development, the Plan is designed to be flexible, to show relationships, to provide a generalized guide for future development, and establish a context for detailed area planning and design.
  - Over time the Plan may be amended by the Town Board to reflect changes in social, economic, and cultural trends, so that it remains a relevant guide to community development.

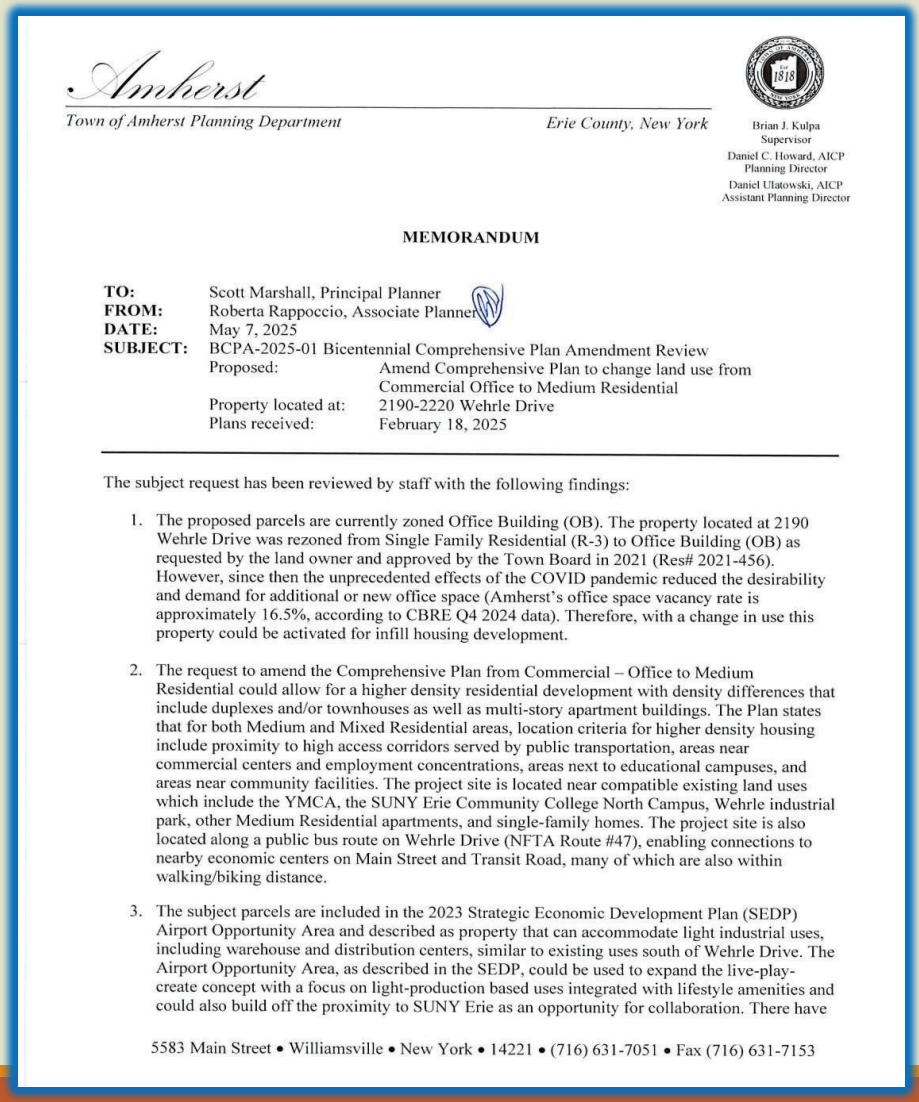


15.2.a

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Planning Department Review Memo dated May 7, 2025:

- The proposed parcels are currently zoned Office Building (OB). The property located at 2190 Wehrle Drive was rezoned from Single Family Residential (R-3) to Office Building (OB). However, since then the unprecedented effects of the COVID pandemic reduced the desirability and demand for additional or new office space (Amherst's office space vacancy rate is approximately 16.5%, according to CBRE Q4 2024 data). Therefore, with a change in use this property could be activated for infill housing development.
- The request to amend the Comprehensive Plan from Commercial - Office to Medium Residential could allow for a higher density residential development with density differences that include duplexes and/or townhouses as well as multi-story apartment buildings.
- The Plan states that for both Medium and Mixed Residential areas, location criteria for higher density housing include proximity to high access corridors served by public transportation, areas near commercial centers and employment concentrations, areas next to educational campuses, and areas near community facilities.
- The project site is located near compatible existing land uses which include the YMCA, the SUNY Erie Community College North Campus, Wehrle industrial park, other Medium Residential apartments, and single-family homes. The project site is also located along a public bus route on Wehrle Drive (NFTA Route #47), enabling connections to nearby economic centers on Main Street and Transit Road, many of which are also within walking/biking distance.



Amherst

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

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

MEMORANDUM

TO: Scott Marshall, Principal Planner
FROM: Roberta Rappoccio, Associate Planner
DATE: May 7, 2025
SUBJECT: BCPA-2025-01 Bicentennial Comprehensive Plan Amendment Review
Proposed: Amend Comprehensive Plan to change land use from Commercial Office to Medium Residential
Property located at: 2190-2220 Wehrle Drive
Plans received: February 18, 2025

The subject request has been reviewed by staff with the following findings:

1. The proposed parcels are currently zoned Office Building (OB). The property located at 2190 Wehrle Drive was rezoned from Single Family Residential (R-3) to Office Building (OB) as requested by the land owner and approved by the Town Board in 2021 (Res# 2021-456). However, since then the unprecedented effects of the COVID pandemic reduced the desirability and demand for additional or new office space (Amherst's office space vacancy rate is approximately 16.5%, according to CBRE Q4 2024 data). Therefore, with a change in use this property could be activated for infill housing development.

2. The request to amend the Comprehensive Plan from Commercial – Office to Medium Residential could allow for a higher density residential development with density differences that include duplexes and/or townhouses as well as multi-story apartment buildings. The Plan states that for both Medium and Mixed Residential areas, location criteria for higher density housing include proximity to high access corridors served by public transportation, areas near commercial centers and employment concentrations, areas next to educational campuses, and areas near community facilities. The project site is located near compatible existing land uses which include the YMCA, the SUNY Erie Community College North Campus, Wehrle industrial park, other Medium Residential apartments, and single-family homes. The project site is also located along a public bus route on Wehrle Drive (NFTA Route #47), enabling connections to nearby economic centers on Main Street and Transit Road, many of which are also within walking/biking distance.

3. The subject parcels are included in the 2023 Strategic Economic Development Plan (SEDP) Airport Opportunity Area and described as property that can accommodate light industrial uses, including warehouse and distribution centers, similar to existing uses south of Wehrle Drive. The Airport Opportunity Area, as described in the SEDP, could be used to expand the live-play-create concept with a focus on light-production based uses integrated with lifestyle amenities and could also build off the proximity to SUNY Erie as an opportunity for collaboration. There have

5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7153

Justification for Requested Comprehensive Plan Amendment:

- The six (6) Objectives for "Land Use and Development" as set forth in Section 3 of the Comprehensive Plan are as follows:
  - 1. Promote the development/revitalization of walkable higher density, mixed-use centers surrounded by lower density development;
  - 2. Implement context-sensitive zoning and incentives to improve the quality and appearance of non-residential development;
  - 3. Encourage revitalization and reinvestment in older neighborhoods and commercial corridors in Amherst;
  - 4. Target capital improvements to leverage private investment and enhance community appearance;
  - 5. Establish a town-wide network of parks, open spaces, and greenway corridors; and
  - 6. Improve the predictability and consistency of the development review and decision-making process
- **Policy 3-9: Advance the redevelopment and revitalization of underutilized, obsolete, and vacant properties for economically viable uses.**
  - The proposed Comprehensive Plan Amendment to accommodate the proposed multifamily project is consistent with Policy 3-9 since it will result in a project on an underutilized site that remains vacant despite being approved for an office building project by the Planning Board pursuant to the previously approved Site Plan

15.2.a

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Justification for Requested Comprehensive Plan Amendment:

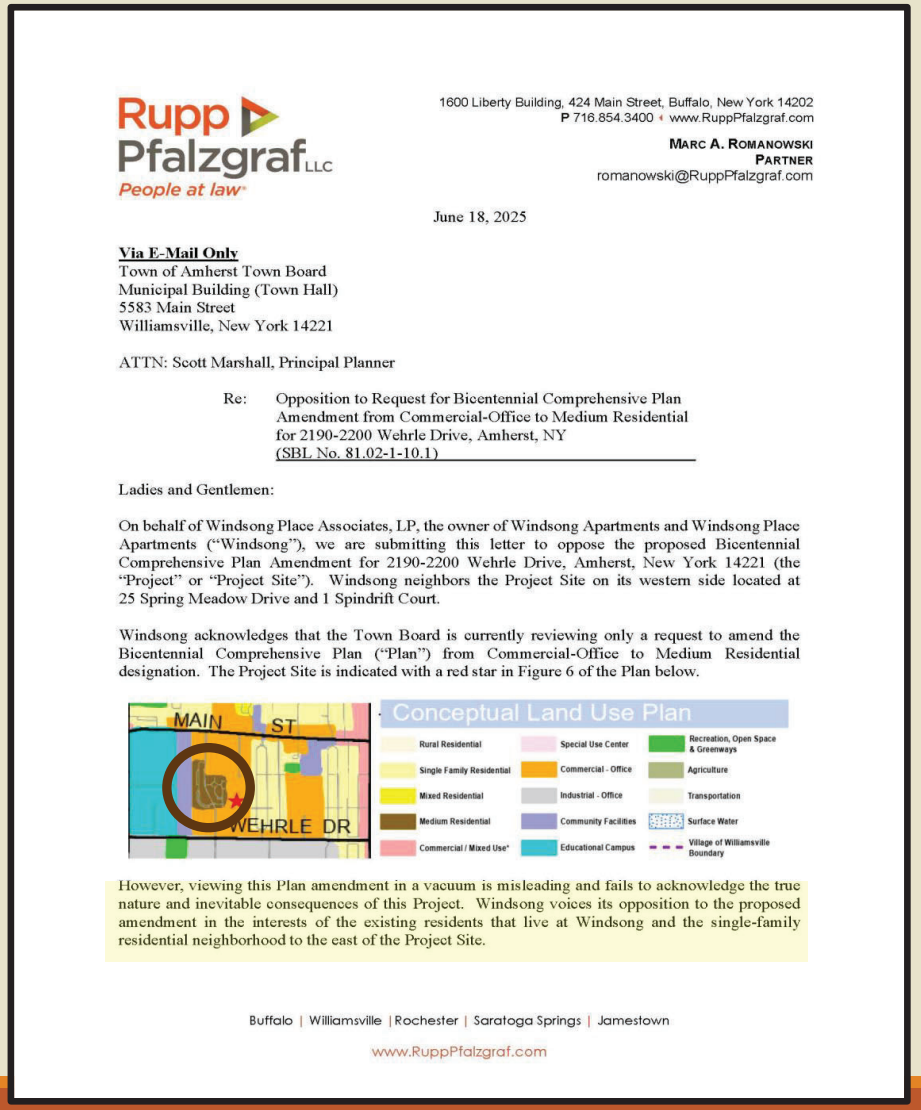
- **Opportunity to provide 67 workforce housing units per the Town's program with AIDA [20% of units]**
- Section 8 of the Comprehensive Plan is titled "Housing and Neighborhoods"
  - **Policy 8-2: Promote the development of a variety of housing types.** Text on Pages 8-3 and 8-4 of the Comprehensive Plan states as follows:
    - "Approximately two-thirds of Amherst's current housing stock consists of single-family detached homes, with the remainder comprised of a mix of duplexes, townhouses, apartments, and other living arrangements (e.g., dormitories and assisted living). Recent housing development has consisted mostly of multifamily units and single-family detached, suburban subdivisions. Demographic trends will reinforce the need for a more diverse housing stock to accommodate groups such as the elderly, empty nesters, and students. As previously noted, housing diversity enhances affordability and, if properly managed, can contribute to neighborhood stability and character."
    - The Town should encourage the proportional development of diverse housing types and price levels, including single-family detached (at a variety of lot sizes), townhouses, condominiums, apartments, and housing as part of mixed-use developments. Higher density housing should be located to complement established residential areas through appropriate standards for location and design (see Policies 8-3 and 8-5)."

15.2.a

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Letter from Marc Romanowski, Esq. to the Town Board dated June 18, 2025:

- Submitted on behalf of Windsong Place Associates, LP, the owner of Windsong Apartments and Windsong Place Apartments at 25 Spring Meadow Drive and 1 Spindrift Court.
- The requested Medium Residential Comprehensive Plan category is the same as the Wisbaum category as the Wisbaum apartment projects
- "[V]iewing this Plan amendment in a vacuum is misleading and fails to acknowledge the true nature and inevitable consequences of this Project."
- Windsong voices its opposition to the proposed amendment in the interests of the existing residents that live at Windsong and the single-family residential neighborhood to the east of the Project Site.
- Letter urges the Town Board to consider the consequences of the proposed amendment should it be approved.
- "This amendment is the deliberate first step in a calculated strategy to pave the way for rezoning to a high-density residential district that is not consistent with the surrounding neighborhood. This rezoning is planned to make its way before this Board to enable the proposed development at the Project Site and will cause substantial issues for existing residents regarding infrastructure capacity, including water pressure limitations, sewer system adequacy, and increased traffic congestion on our local roadways. While the amendment alone is before you now, its approval will inevitably trigger density-related challenges that residents will be faced with as the Project continues in its planned approvals process."



Rupp Pfalzgraf LLC
People at law

1600 Liberty Building, 424 Main Street, Buffalo, New York 14202
P 716.854.3400 www.RuppPfalzgraf.com

MARC A. ROMANOWSKI
PARTNER
romanowski@RuppPfalzgraf.com

June 18, 2025

Via E-Mail Only
Town of Amherst Town Board
Municipal Building (Town Hall)
5583 Main Street
Williamsville, New York 14221

ATTN: Scott Marshall, Principal Planner

Re: Opposition to Request for Bicentennial Comprehensive Plan Amendment from Commercial-Office to Medium Residential for 2190-2200 Wehrle Drive, Amherst, NY (SBL No. 81.02-1-10.1)

Ladies and Gentlemen:

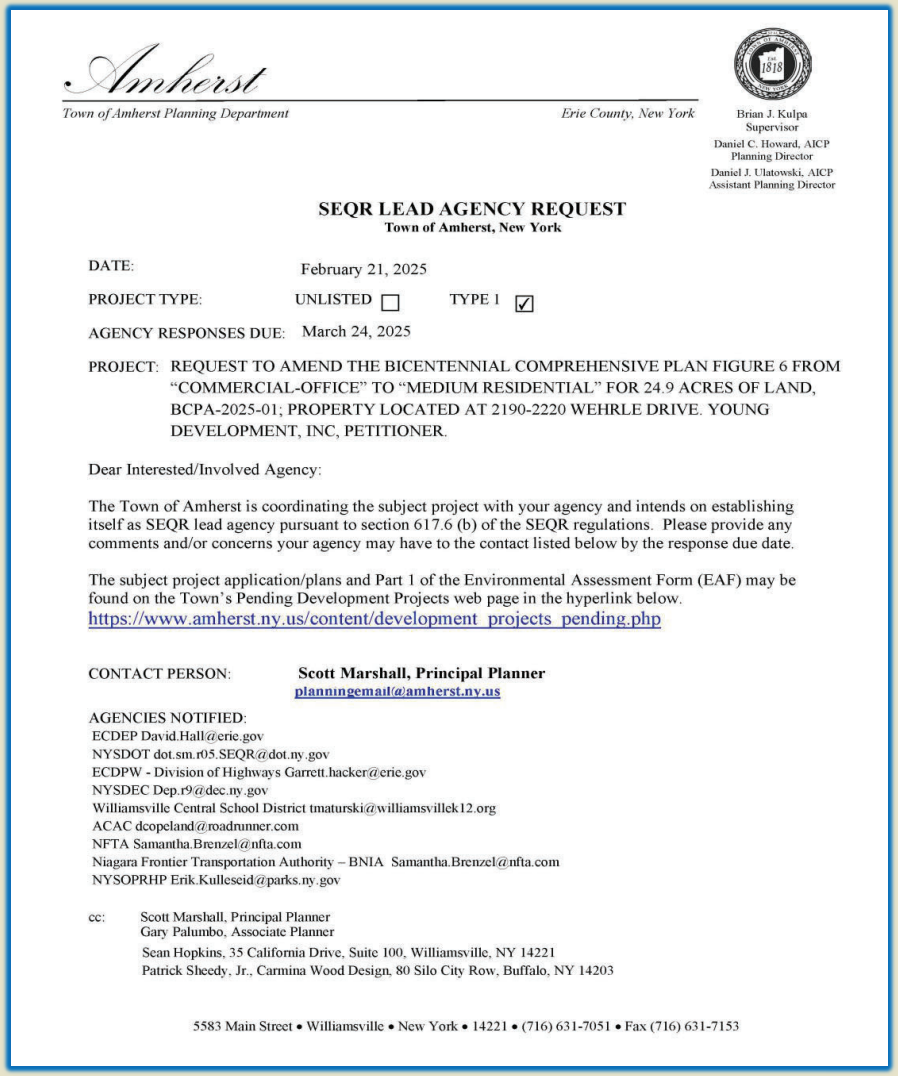
On behalf of Windsong Place Associates, LP, the owner of Windsong Apartments and Windsong Place Apartments ("Windsong"), we are submitting this letter to oppose the proposed Bicentennial Comprehensive Plan Amendment for 2190-2200 Wehrle Drive, Amherst, New York 14221 (the "Project" or "Project Site"). Windsong neighbors the Project Site on its western side located at 25 Spring Meadow Drive and 1 Spindrift Court.

Windsong acknowledges that the Town Board is currently reviewing only a request to amend the Bicentennial Comprehensive Plan ("Plan") from Commercial-Office to Medium Residential designation. The Project Site is indicated with a red star in Figure 6 of the Plan below.

However, viewing this Plan amendment in a vacuum is misleading and fails to acknowledge the true nature and inevitable consequences of this Project. Windsong voices its opposition to the proposed amendment in the interests of the existing residents that live at Windsong and the single-family residential neighborhood to the east of the Project Site.

State Environmental Quality Review Act ("SEQRA"):

- Intent of SEQRA (6 NYCRR Part 617.1(d)): "It was the intention of the Legislature that the protection and enhancement of the environment, human and community resources should be given appropriate weight with social and economic considerations in determining public policy, and that those factors be considered together in reaching decisions on proposed activities. Accordingly, it is the intention of this Part that a suitable balance of social, economic and environmental factors be incorporated into the planning and decision-making processes of state, regional and local agencies. It is not the intention of SEQR that environmental factors be the sole consideration in decision-making."
- Lead Agency Solicitation Letter dated February 21, 2025 with deadline of March 24th for comments
- SEQRA's substantive requirements:
  - Identify the potential environmental impacts,
  - Hard Look at the identified impacts, and
  - Issue SEQRA determination supported by a reasoned elaboration



Amherst

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

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

SEQR LEAD AGENCY REQUEST
Town of Amherst, New York

DATE: February 21, 2025

PROJECT TYPE: UNLISTED ☐ TYPE I ☑

AGENCY RESPONSES DUE: March 24, 2025

PROJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN FIGURE 6 FROM "COMMERCIAL-OFFICE" TO "MEDIUM RESIDENTIAL" FOR 24.9 ACRES OF LAND, BCPA-2025-01; PROPERTY LOCATED AT 2190-2220 WEHRLE DRIVE. YOUNG DEVELOPMENT, INC, PETITIONER.

Dear Interested/Involved Agency:

The Town of Amherst is coordinating the subject project with your agency and intends on establishing itself as SEQR lead agency pursuant to section 617.6 (b) of the SEQR regulations. Please provide any comments and/or concerns your agency may have to the contact listed below by the response due date.

The subject project application/plans and Part 1 of the Environmental Assessment Form (EAF) may be found on the Town's Pending Development Projects web page in the hyperlink below.
https://www.amherst.ny.us/content/development_projects_pending.php

CONTACT PERSON: **Scott Marshall, Principal Planner**
planningemail@amherst.ny.us

AGENCIES NOTIFIED:
ECDEP David.Hall@erie.gov
NYSDOT dot.sm.r05.SEQR@dot.ny.gov
ECDPW - Division of Highways Garrett.hacker@erie.gov
NYSDEC Dep.r9@dec.ny.gov
Williamsville Central School District tmaturski@williamsvillek12.org
ACAC dcopeland@roadrunner.com
NFTA Samantha.Brenzel@nfta.com
Niagara Frontier Transportation Authority – BNIA Samantha.Brenzel@nfta.com
NYSOPRHP Erik.Kulleseid@parks.ny.gov

cc: Scott Marshall, Principal Planner
Gary Palumbo, Associate Planner
Sean Hopkins, 35 California Drive, Suite 100, Williamsville, NY 14221
Patrick Sheedy, Jr., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

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Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

State Environmental Quality Review Act ("SEQRA"):

- Amended Part 1 of the Full Environmental Assessment Form dated June 16, 2025 with Attachments "A" and "B" as follows:
- Attachment A: Jurisdictional Determination issued by the United States Army Corps of Engineers ("USACE") dated January 22, 2021 [The Jurisdictional Determination issued by the United States Army Corps of Engineers ("USACE") on January 22, 2021 confirms there are not any federal wetlands located on the Project Site]
- Attachment B: No Impact Determination Letter issued by Nancy Herter of the NYS Office of Parks, Recreation and Historic Preservation dated October 4, 2005
- **Traffic Impacts**: Updated Traffic Impact Report prepared by Amy C. Dake, P.E. of Passero Associates
  - The Project was reviewed by the Town's Traffic-Safety Board during its meeting on May 7, 2025.
  - On May 9, 2025, Gina Wilkolaski, P.E. of the ECDPW issued a comment letter requesting updates to the Traffic Impact Report.
  - The Traffic Impact Report prepared by Amy C. Dake of Passero Associates dated June 9, 2025 was prepared based on the input received from the ATSB and the ECDPW to include 6 intersections as follows: 1. Wehrle Dr (CR 290) and Garrison Rd; 2. Wehrle Dr (CR 290) and Colonial Pkwy (Ingram Micro); 3. Wehrle Dr (CR 290) and Youngs Rd; 4. Wehrle Dr (CR 290) and Spindrift Dr; 5. Wehrle Dr (CR 290) and George Karl Blvd; and 6. Wehrle Dr (CR 290) and Transit Rd (NY-78).
  - The updated Traffic Impact Report also includes an analysis of Oakwood Drive speed and volume based as requested by the ATSB during its meeting on May 7, 2025.

15.2.a

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

State Environmental Quality Review Act ("SEQRA"):

- Section 8 of the updated Traffic Impact Report consists of the "Conclusions and Recommendations" of Amy C. Dake of Passero Associates as follows:
  - 1. Under full development, the proposed project is expected to generate approximately 30 entering/96 exiting vehicle trips during the AM peak hour and 103 entering/60 exiting vehicle trips during the PM peak hour.
  - 2. All intersection/site driveway approaches generally operate at level of service "D" or better under all conditions during the AM and PM peak hours with the exception of the westbound left and westbound thru/right approaches at the Wehrle Dr/Garrison Rd intersection which operate at a LOS "E" and "F", respectively, during the PM peak hour under all conditions.
  - 3. No improvements are warranted nor recommended at any of the study intersections.
  - 4. The detailed traffic analysis in this updated Traffic Impact Report provides the Town of Amherst Town Board and involved and interested agencies with detailed information regarding the identified potential traffic impacts of the project to enable a hard look at the identified potential traffic impacts in connection with the coordinated environmental review of the project pursuant to the State Environmental Quality Review Act (SEQRA).
  - 5. Pursuant to the SEQRA, this detailed traffic analysis which incorporates input from both the Erie County Department of Public Works (ECDPW) and the Town of Amherst Traffic Safety Board, demonstrates that the proposed project will not result in any potentially significant adverse traffic impacts.

15.2.a

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

State Environmental Quality Review Act ("SEQRA"):

- Downstream Sewer Capacity Report ("DSCA Report") prepared by Carmina Wood Design based on testing conducted by TEC Smith during wet weather conditions.
  - The DSCA demonstrates there is adequate downstream sanitary sewer flow during wet weather conditions to provide sanitary sewer service for the Project.
  - The Project Sponsor will be required to make a payment to the Town's I/I Sanitary Sewer Fund in the amount of $170,754.63.
- Development of the Project Site is not subject to the previous sanitary sewer connection moratorium per Resolution No. 2018-1301 as adopted by the Town Board on December 10, 2018.
- On-site stormwater management system complying with NYSDEC stormwater quality and quantity standards
- Evaluation of water pressure based on input received from the Erie County Water Authority
- Community Character Impacts: Positive community character impacts

15.2.a

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Conclusion:

- Requesting that the Town Board close the public hearing and schedule a decision date
- Questions…

15.2.a

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

EXHIBIT 3

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Amherst Planning Board
5583 Main Street
Williamsville, NY 14221

ADOPTED

Meeting: 05/15/25 06:30 PM
Department: Planning
Category: Miscellaneous
Prepared By: Amy Carrato
Initiator: Dan Howard
Sponsors:
DOC ID: 30124

PLANNING BOARD ITEM (ID # 30124)

Request to Amend Figure 6 of the Town of Amherst Bicentennial Comprehensive Plan from Commercial Office to Medium Residential for 24.9± Acres of Land, BCPA-2025-01

Property located at 2190-2220 Wehrle Drive
Young Development Inc., Petitioner

To amend the Bicentennial Comprehensive Plan to change the land use designation on Figure 6 from "Commercial Office" to "Medium Residential" (up to 60 units/acre) to allow for the potential future rezoning of the site to Multi-family Residential District-Six (MFR-6) and construction of a mixture of multifamily buildings containing 366 residential units, a large clubhouse building and all related site improvements including but not limited to vehicle use areas, recreation areas, stormwater management, landscaping, lighting, utility improvements and connections.

Sean Hopkins, Esq., Hopkins Sorgi & McCarthy, represented the petitioner, explained the proposal and was available to answer questions from the Board. Joe Young and Tom Young, Young Development Inc., Petitioner, and Dan LaPierta, Carmina Wood Design, were also present.

In response to the Board's questions, Mr. Hopkins stated the petitioner will look into the possibility of incorporation mixed-use/commercial as part of this proposal, they will work with the AIDA for workforce housing units, Supervisor Kulpa is interested in the proposed recreational facility on the site, there will be greenspace and townhomes along the property line shared with single-family homes, and there will be greenspace along Wehrle Drive.

Bruce Wisbaum, 60 Contessa Court; Ann Suchyna, 281 Bellingham Drive; Thomas Suchyna, 281 Bellingham Drive; Adam Karl, 305 Bellingham Drive; Susan Roman, 231 Bellingham Drive; Jillian Lenhard, 198 Bellingham Drive; and Margaret Drzewiecki, Rupp Pfalzgraf LLC, on behalf of Windsong Place Associates LP; spoke in opposition of the proposal.

No further comments were heard on this proposal. The hearing was closed.

Following discussion, Mr. Davis moved to approve the request based on the resolution. The motion was seconded by Mr. O'Rourke carried. Ayes 5, Noes 1 (Penberthy), Absent 1 (Gill).

ATTACHMENTS:

- BCPA-2025-01_application_051525 (PDF)
- BCPA-2025-01_drawings_051525 (PDF)

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

RESULT:	**APPROVED [5 TO 1]**
MOVER:	John B. Davis, Board Member
SECONDER:	Jonathan O'Rourke, Board Member
AYES:	Chmiel, Davis, Kahn, Raffaele Jr., O'Rourke
NAYS:	Brittany Lee Penberthy
ABSENT:	Harbinder Gill

Attachment: Hopkins-Ltr-Town Board-07-30-25 (COM-2025-74 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Town Clerk
DOC ID: 30680

COMMUNICATION 2025-75 **REFERRED**

Amended Notice of Claim: Jacqayla Petteway Vs. Town of Amherst Et Al.

8/4/2025
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
****

JACQAYLA PETTEWAY

Claimant,

v.

AMENDED NOTICE OF CLAIM

TOWN OF AMHERST
TOWN OF AMHERST HIGHWAY DEPARTMENT
AMHERST HIGHWAY DEPARTMENT
TOWN OF AMHERST ENGINEERING DEPARMENT
AMHERST ENGINEERING DEPARMENT
NICHOLAS SPECHT

Respondents.

****

PLEASE TAKE NOTICE, that the above named claimant, JACQAYLA PETTEWAY claims and demands from the TOWN OF AMHERST and TOWN OF AMHERST HIGHWAY DEPARTMENT and or AMHERST HIGHWAY DEPARTMENT and TOWN OF AMHERST ENGINEERING DEPARTMENT and or AMHERST ENGINEERING DEPARMENT and NICHOLAS SPECHT recompense for personal injuries sustained by claimant by reason of the wrongful, unlawful, negligent and careless acts and omissions of respondents, their agents, servants or employees and in support thereof, claimant states:

1. The address of the claimant is:

2. The claimant is represented by JASON C. LUNA, PLLC, 4535 Southwestern Blvd., Suite 804B, Hamburg, New York 14075.

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3. At all times herein-relevant, claimant JAQYALA PETTEWAY has been a resident of the County of Erie, State of New York.

4. At all times herein-relevant TOWN OF AMHERST was and still is municipal corporation organized under and by virtue of the laws of the State of New York with offices for the transaction of business located at 5583 Main Street, Williamsville, New York 14221, located within the Town of Amherst, County of Erie and State of New York and is authorized by law to maintain the Town of Amherst Highway Department, and or Amherst Highway Department which acts as its agent in the area of maintenance of the roads, streets and thoroughfares within the Town of Amherst and for which it is ultimately responsible.

5. That upon information and belief and at all times hereinafter mentioned, the respondent TOWN OF AMHERST HIGHWAY DEPARTMENT and or AMHERST HIGHWAY DEPARTMENT was and still is a Highway Department organized under and by virtue of the laws of the State of New York with headquarters located at 1042 North Forest Road in the Village of Williamsville, in the Town of Amherst, County of Erie and State of New York, and was still is a department and/or subdivision subject to the control of the Respondent, Town of Amherst.

6. That upon information and belief and at all times hereinafter mentioned, the respondent TOWN OF AMHERST ENGINEERING DEPARTMENT and or AMHERST ENGINEERING DEPARTMENT was and still is a Engineering Department organized under and by virtue of the laws of the State of New

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York with headquarters located at 1042 North Forest Road in the Village of Williamsville, in the Town of Amherst, County of Erie and State of New York, and was still is a department and/or subdivision subject to the control of the Respondent, Town of Amherst.

7. That upon information and belief, NICHOLS SPECHT, was a resident of the County of Erie and has all times hereinafter mentioned been an employee of the Town of Amherst and or Town of Amherst Highway Department, and/or Amherst Highway Department, and/or TOWN OF AMHERST ENGINEERING DEPARRMENT and/or AMHERST ENGINEERING DEPARTMENT including on the date of the collision, April 21, 2025.

8. That upon information and belief and at all times hereinafter mentioned and on or about the 21st day of April, the respondent, Town of Amherst, and or Town of Amherst Highway Department, and or Amherst Highway Department, Town of Amherst Engineering Department and/or Amherst Engineering Department its departments and/or divisions thereof, was the titled and registered owner of a certain 2015 Ford bearing New York State License Plate Number AM2073 (hereinafter referred to as the "Amherst vehicle").

9. That on or about the 21st day of April, 2025, Jacqayla Petteway was the operator of a 2023 Land Rover , bearing New York Reg LLT5971 hereinafter referred to as the "Petteway vehicle".

10. That on or about the 21st day of April 2025, Jacqayla Petteway operated the 2023 Land Rover, the Petteway vehicle bearing NYS Reg LLT5971 on Wehrle Drive at or near 1144 Wehrle Drive in the Town of Amherst, New York.

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11. That on or about the 21st day of April 2025, NICHOLAS SPECHT was the operator of a 2015 Ford, bearing NY Reg AM2073 hereinafter referred to as the "Amherst vehicle".

12. That on or about the 21st day of April 2025, the respondents, TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT and or AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST ENGINEERING DEPARTMENT and/or AMHERST ENGINEERING DEPARTMENT owned a 2015 Chevrolet bearing NY Reg AM2073.

13. That on or about the 21st day of April 2025, NICHOLAS SPECHT operated the Town of Amherst vehicle, a 2015 Ford bearing NY Reg AM2073 hereinafter referred to as the "Amherst vehicle" with the knowledge, permission and consent of the respondent owner(s), Town of Amherst; Town of Amherst Highway Department and or Amherst Highway Department and/or Town of Amherst Engineering Department or Amherst Engineering Department.

14. That at all times hereinafter mentioned and on the 21st day of April 2025, at approximately 1:54 p.m., the Claimant Jacqayla Petteway was operating the aforementioned Petteway, on Wehrle Drive at or near 1144 Wehrle Drive, in the Town of Amherst, County of Erie, State of New York.

15. That upon information and belief, at all times hereinafter mentioned, and on or about the 21st day of April 2025, at approximately 1:54 p.m., the respondent vehicle, a 2015 Ford operated by NICHOLAS SPECHT, which was owned by respondents Town of Amherst; Town of Amherst Highway

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Department and or Amherst Highway Department and/or Town of Amherst Engineering Department and/or Amherst Engineering Department and or its divisions thereof, Nicholas Specht operated said vehicle on Wehrle Drive at or near 1144 Wehrle Drive, in the Town of Amherst, County of Erie, and State of New York.

16. That at the time and place aforementioned, the 21st day of April 2025 Nicholas Specht was employed by respondents Town of Amherst, Town of Amherst Highway Department and or Amherst Highway Department and/or Town of Amherst Engineering Department and/or Amherst Engineering Department and during the course and scope of his employment with respondents the Town of Amherst, and or Town of Amherst Highway Department and or Amherst Highway Department, and/or Town of Amherst Engineering Department and or Amherst Engineering Department, Nicholas Specht operated the Town of Amherst vehicle, a 2015 Ford bearing New York State license plate AM2073 owned by respondents.

17. That on or about the 21st day of April 2025 the Town of Amherst vehicle a 2015 Ford owned by respondents Town of Amherst and or Town of Amherst Highway Department and or Amherst Highway Department and/or Town of Amherst Engineering Department and/or Amherst Engineering Department and operated by Nicholas Specht came into contact with the Petteway vehicle, a 2015 Ford bearing NY Reg AM2073 that was operated by Jacqayla Petteway.

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18. That upon information and belief at the time and place aforementioned on April 21, 2025 the respondents vehicle, a 2015 Ford was operated by Nicholas Specht with the knowledge, permission and consent of respondents, and said consent was express or implied.

19. That upon information and belief at the time and place aforementioned, the respondents, Town of Amherst ; Town of Amherst Highway; Amherst Highway Department and/or Town of Amherst Engineering Department and or Amherst Engineering Department and Nicholas Specht acted as an agent, servant and or employee of respondents who were negligent, careless, reckless, willful and wanton in operating the aforementioned motor vehicle, to wit a 2015 Ford bearing NYS license plate number AM2073 in operating the aforementioned motor vehicle on Wehrle Drive near Aero Drive in the Town of Amherst, County of Erie, State of New York and circumstances present at the time and place aforementioned, in failing to keep said vehicle under control at all times; in failing to keep a sufficient lookout; in changing lanes unsafely; in failing to yield the right of way to JACQAYLA PETTEWAY, in failing to perceive, recognize, mitigate and eliminate the unacceptably high risk and likelihood of harm and danger presented to motorists on Wehrle Drive at or near Aero Drive; in making an illegal, unlawful and unsafe entry into the lane already occupied by Claimaint, JACQAYLA PETTEWAY; in failing to use reasonable care in controlling the operating and direction of said motor vehicle; in failing to properly use a turn signal; in operating said respondent vehicle with an obstructed view: to wit, the operator Nicholas Specht's view

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was obstructed by large orange construction cones yet he pulled into the lane occupied by claimant anyway without ensuring it was safe to do so thereby causing the collision; in failing to operate said motor vehicle within the properly designated lane of traffic; in failing to obey the traffic control devices, signs and/or pavement markings provided for motor vehicle traffic at or near the scene of this collision giving rise to the subject litigation; in failing to yield the right of way to Jacqayla Petteway; in failing to observe motor vehicle traffic prior to entering the aforesaid intersection; in failing to perceive the vehicle operated by Jacqayla Petteway vehicle prior to entering the lane she occupied; in operating said vehicle with an obstructed view; in admitting to claimant that his view was obstructed by large orange construction cones located on his vehicle that blocked his view of oncoming traffic which included her vehicle yet he elected to pull into her lane without ensuring it was safe and after disregarding known risks of harm; in entering the subject lane Jacqayla Petteway occupied when said respondents, their agents, servants and or employees knew or should have known that it was unsafe to do so; in entering the subject lane without warning motorists traveling on Wehrle Drive at or near where the respondent's vehicle struck the claimant, Jacqayla Petteway's vehicle; in failing to observe the aforementioned motor vehicle being operated by Claimant, Jacqayla Petteway on Wehrle Drove at or near Aero Drive, the manner and condition as it then and there existed at the time this accident occurred; in failing to take any evasive action in the operation and direction of said motor vehicle to avoid collision with the motor vehicle being operated by

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the Claimant Jacqayla Petteway in failing to provide the Claimant with any warning of the approach of said motor vehicle and the proximity of same to that of the motor vehicle the claimant was operating; in failing to make necessary observations, to take proper precautions, and or to give adequate warnings to the claimant and those similarly situated; in failing to obey the traffic control devices which govern the intersection; in failing to take necessary precautions and/or actions to avoid collision with the aforementioned motor vehicle operated by claimant; in failing to take any evasive action in the operation and direction of said motor vehicle to avoid collision with the claimant; in failing to properly and adequately maintain said motor vehicle while driving the same upon the highways of the State of New York; in failing to take necessary precautions and/or actions to avoid collision with the claimant; in maintaining and operating said motor vehicle while the same was defective, unsafe, unfit, in a state of disrepair; and/or lacking the proper, necessary and lawfully required equipment for the safe operation and use of motor vehicle upon the roadways of the State of New York; in operating said motor vehicle in such a manner that it unreasonably interfered with the free and proper use of the public highway or unreasonably endangered users of the public highway; in operating said motor vehicle recklessly and in gross disregard for the safety and welfare of other users of the public highway; in failing to perceive the substantial and unjustifiable risks associated with the aforesaid negligence thereby constituting deviation from the standard of care that a reasonable operator of said respondent vehicle would have observed

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under the same or similar circumstances; in operating said motor vehicle in violation of the Vehicle and Traffic Laws of the State of New York; in violating New York State Vehicle and Traffic Law section 1129A; in failing to slow down and/or stop when approaching and/or entering the subject lane as was necessary for the safe operation of the subject motor vehicle; in failing to stop prior to entering the subject lane occupied by claimant Jacqayla Petteway as was necessary for the safe operation of the subject motor vehicle ; in recklessly disregarding regulations governing direction of movement or travel on the roadway and when entering a lane already occupied by other vehicles, including the vehicle operated by Claimant Jacqayla Petteway; in failing to operate the subject motor vehicle, to wit a 2015 Ford with audible signals engaged and sounded by bell, horn, siren, electronic device or exhaust whistle as was reasonable necessary under the circumstances then and there existing; in failing to operate the subject motor vehicle, with due regard for the safety of others including the claimant and others similarly situated; in operating the subject motor vehicle in reckless disregard for the safety of others including the claimant and those similarly situated; in failing to use due care in the operation of the subject motor vehicle; in failing to engage the audible notifications and or visual siren on the subject motor vehicle; in negligently and recklessly failing to exercise due regard for the safety of the claimant and those similarly situated; in failing to operate the subject motor vehicle cautiously, at a reasonable and prudent speed, and while maintaining control of said vehicle at all times; in approaching and entering the lane

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occupied by claimant Jacqayla Petteway of Wehrle Drive in the Town of Amherst, New York without first stopping the subject motor vehicle and/or slowing the vehicle to check to make sure traffic had safely passed thereby making sure it was safe to continue; in operating the subject motor vehicle in a reckless manner; in entering the subject intersection against the flow of traffic without slowing and/or stopping while the respondent's visibility and sight lines were reduced and/or obstructed without first determining it was safe to do so with conscious indifference to the outcome, including said respondents own safety and the safety of the claimant and others similarly situated; in operating the subject motor vehicle to wit the respondent vehicle, a 2015 Ford negligently and/or recklessly outside the scope of the privilege granted by New York State Vehicle and Traffic Law thereby resulting in the injuries sustained by the claimant; in operating the subject motor vehicle outside of and beyond the scope of privilege granted under NYS Vehicle and Traffic Law; in operating the subject motor vehicle in a manner not privileged by NYS Vehicle and traffic law section and/or alternatively operating said motor vehicle within one or more of the four categories of privileged conduct prescribed under NYS Vehicle and Traffic Law without due regard for the safety of others in a reckless disregard for the safety of others including claimant and those similarly situated; in operating the subject motor vehicle in violation of the Town of Amherst Highway Department and/or Amherst Highway Department and/or Town of Amherst Engineering Department and/or Amherst Engineering Department and/or Town of Amherst Manual of

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Policies and Procedures regarding the operation of motor vehicles, to wit highway department and or Town of Amherst Engineering Department and or Town of Amherst owned vehicles including those vehicles used for signal maintenance; in blindly entering an intersection against the flow of traffic without first stopping and/or slowing; and with knowledge there existed other vehicular traffic properly traveling with the correct flow of traffic on Wehrle Drive at or near its intersection with Aero that foreseeably could and would continue to enter the lane the claimant was traveling at the time of the subject collision; in failing to see and or properly observe claimant's vehicle, in failing to exercise proper care, supervision, instruction, control and guidance of said respondents their supervisors, agents, servants and/or employees in the course and scope of their employment; in negligently employing, engaging, hiring, directing, controlling and/or supervising agents, servants and/or employees who lacked the requisite knowledge, experience, training, instruction, skill and ability to adequately, properly, and safely maintain and operate the aforementioned motor vehicle upon the highways, thereby creating an inherently dangerous and hazardous condition; and were otherwise negligent, reckless, careless, willful and wanton in said collision and the resulting injuries to the claimant Jacqayla Petteway as hereinafter alleged.

20. That as a result of the negligence, recklessness, carelessness and willful and wanton conduct of the respondents, NICHOLAS SPECHT, Town of Amherst Highway Department and or Amherst Highway Department and/or Town of Amherst Engineering Deparment and or Amherst Engineering Department

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and Town of Amherst, the claimant was injured externally, internally and permanently in and about the head, back, neck, upper extremities; lower extremities; left hip body, limbs and nervous system so that she became and will continue to be partially disabled and will continue to suffer pain, discomfort, disfigurement and distress. Claimant Jacqayla Petteway was required to receive medical treatment due to the nature and extent of her injuries. That by reason of the aforesaid injuries said claimant required the services of physicians, surgeons, nurses, hospitals, therapy, manipulations and medicines and will continue to incur such expenses in the future; that as a result of the aforesaid injuries and resulting partial disabilities, said claimant has been partially incapacitated from her usual and customary activities and will continue to be incapacitated in the future as a result of the aforesaid injuries and permanent disabilities the future earing capacity, profession, livelihood, and social and personal endeavors, hobbies and activities of said claimant will be partially and/or permanently impaired, and as a result of all of the aforesaid the claimant, Jacqayla Petteway has otherwise been damaged in a sum which exceeds the jurisdictional limits of all lower Courts which would otherwise have jurisdiction and as may be awarded by the trier of facts herein.

21. Claimant Jacqayla Petteway suffered various injuries as a result of the collision on April 21, 2025, which included but not limited to cervical spine; thoracic spine; lumbar spine; upper extremities; lower extremities etc.

22. On or about April 21, 2025 at approximately 1:54 p.m. Nicholas Specht acted within the course and scope of his duties of the TOWN OF AMHERST

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ENGINEERING DEPARTMENT AND OR AMHERST ENGINEERING DEPARTMENT AND OR TOWN OF AMHERST HIGHWAY DEPARTMENT AND OR AMHERST HIGHWAY DEPARTMENT AND TOWN OF AMHERST and acted an agent, servant and/or employee of the TOWN OF AMHERST ENGINEEERING DEPARTMENT AND OR AMHERST ENGINEERING DEPARTMENT AND OR TOWN OF AMHERST HIGHWAY DEPARTMENT AND OR AMHERST HIGHWAY DEPARTMENT AND TOWN OF AMHERST.

23. The incident in which personal injuries were sustained by the claimant, JACQAYLA PETTEWAY, occurred on or about April 21, 2025, when the claimant JACQAYLA PETTEWAY was injured as the result of a motor vehicle collision that occurred on April 21, 2025 on Wehrle Drive near its intersection with Aero (approximately 270 feet away from), located within the Town of Amherst, County of Erie, State of New York at approximately 1:54 p.m. on April 21, 2025.

24. At all times herein relevant, NICHOLAS SPECHT acted within the course and scope of his duties of the TOWN OF AMHERST ENGINEERING DEPARTMENT AND OR AMHERST ENGINEERING DEPARTMETN AND OR TOWN OF AMHERST HIGHWAY DEPARTMENT AND OR AMHERST HIGHWAY DEPARTMENT AND TOWN OF AMHERST and acted an agent, servant, employee OF TOWN OF AMHERST ENGINEERING DEPARTMENT AND OR AMHERST ENGINEERING DEPARTMENT AND

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OR TOWN OF AMHERST HIGHWAY DEPARTMENT AND OR AMHERST HIGHWAY DEPARTMENT AND TOWN OF AMHERST.

25. On or about April 21, 2025, NICHOLAS SPECHT was the operator of the respondent vehicle, a certain motor vehicle, 2015 Ford.

26. On or about April 21, 2025, NICHOLAS SPECHT while acting as an agent, servant, employee, contractor and/or the direction of the TOWN OF AMHERST ENGINEERING DEPARTMENT AND OR AMHERST ENGINEERING DEPARTMENT AND OR TOWN OF AMHERST HIGHWAY DEPARTMENT AND OR AMHERST HIGHWAY DEPARTMENT AND TOWN OF AMHERST was the operator of the respondent vehicle, 2015 Ford with the knowledge, permission and consent of the respondent owners.

27. On or about April 21, 2025 at approximately 1:54 p.m., claimant JACAYLA PETTEWAYoperated the claimant vehicle, a 2023 Land Rover bearing New York State license plate number LLT5971 on Wehrle Drive at or near its intersection with Aero Drive , in the Town of Amherst, County of Erie, State of New York.

28. On or about April 21, 2025 at approximately 1:54 p.m. NICHOLAS SPECHT operated a Town of Amherst vehicle, a 2015 Ford on Wehrle Drive at or near its intersection with Aero, in the Town of Amherst, County of Erie, State of New York.

29. On or about April 21, 2025, at approximately 1:54 p.m. the Town of Amherst vehicle, a 2015 Ford operated by NICHOLAS SPECHT, came into contact

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with the claimant vehicle, a 2023 Land Rover bearing New York State license plate number LLT5971 operated by claimant JACQAYLA PETTEWAY while on Wehrle Drive at or near its intersection with Aero Drive in the Town of Amherst, County of Erie, State of New York.

30. The incident described above, including but not limited to Paragraphs 17 and 29 above occurred solely as a result of the negligence or recklessness of respondents TOWN OF AMHERST ENGINEERING DEPARTMENT AND OR AMHERST ENGINEERING DEPARTMENT AND OR TOWN OF AMHERST HIGHWAY DEPARTMENT and/or AMHERST HIGHWAY DEPARTMENT and or TOWN OF AMHERST and/or NICHOLAS SPECHT without any negligence attributable in any measure to claimant.

31. As a result of the incident described in paragraphs 16 and 28 claimant JACQAULA PETTEWAY has sustained a loss in excess of the Basic Economic Loss as defined by the New York State Insurance Law.

32. Claimant JACQAYLA PETTEWAY has suffered a "serious injury" within the meaning of the Insurance Law of the State of New York.

33. As a result of the accident described in paragraphs 17 and 29 claimant JACQAYLA PETTEWAY sustained serious injuries which necessitated various, significant medical treatments.

34. The limitations on liability set forth in CPLR Article 16 do not apply herein; one or more of the exemptions set forth in CPLR §1602 applies.

35. As a result of the negligence and/or recklessness of respondents as alleged above, claimant JACQAYLA PETTEWAY was injured, and has suffered

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damages in the amount which exceeds the monetary jurisdictional limits of all lower Courts of the State of New York.

36. Upon information and belief, claimant will be obligated to incur further medical expenses including drugs, medicines, possible surgeries, and medical treatment and care, the amount of which cannot be reasonably calculated at this time.

TAKE NOTICE that claimant demands payment of his claim as set forth above.

DATED: Hamburg, New York
June 19, 2025

Yours, etc.

JASON C. LUNA, PLLC

BY: _____
JASON C. LUNA, ESQ.
Attorneys for Claimant
4535 Southwestern Blvd, Suite 804B
Hamburg, New York 14075

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Town Clerk
DOC ID: 30683

COMMUNICATION 2025-76 **REFERRED**

Notice of Claim: Dana Lynn White Vs. Town of Amherst Et Al.

8/4/2025
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

DANA LYNN WHITE

Claimant,

-vs-

NOTICE OF CLAIM

TOWN OF AMHERST
5583 Main St.
Williamsville, NY, 14221

VILLAGE OF WILLIAMSVILLE
5565 Main Street
Williamsville, NY 14221

COUNTY OF ERIE
95 Franklin Street, Room 1634
Buffalo, NY 14202

SHAAREY ZEDEK HOUSING DEVELOPMENT FUND CORPORATION
5780 Main Street
Williamsville, NY 14221

SHAAREY ZEDEK HOUSING INC.
5780 Main Street
Williamsville, NY 14221

EPISCOPAL COMMUNITY HOUSING, INC.
24 RHODE ISLAND AVE
BUFFALO, NY 14205

EPISCOPAL CHURCH HOME FOUNDATION OF WESTERN NEW YORK, INC.
705 RENAISSANCE DRIVE
WILLIAMSVILLE, NY 14221

EPISCOPAL COMMUNITY HOUSING DEVELOPMENT ORGANIZATION, INC.
24 RHODE ISLAND STREET
BUFFALO, NY 14213

Attachment: DOC072125-07212025134017 (COM-2025-76 : Notice of Claim: Dana Lynn White Vs. Town of Amherst Et Al.)

EPISCOPAL CHURCH HOME & AFFILIATES LIFE CARE COMMUNITY, INC.
705 RENAISSANCE DRIVE
WILLIAMSVILLE, NY 14221

EPISCOPAL CHURCH HOME AND AFFILIATES, INC.
705 RENAISSANCE DRIVE
WILLIAMSVILLE, NY 14221

Hartford Place Senior Apartments
410 Hartford Rd # 1
Amherst, NY 14226

HARTFORD PLACE APARTMENTS HOUSING DEVELOPMENT FUND CORPORATION
705 RENAISSANCE DRIVE
BUFFALO, NY 14221

Hartford Place Senior Apartments Housing Trust Fund
410 Hartford Rd # 1
Amherst, NY 14226

Amherst Industrial Development Agency also known as
Town of Amherst Industrial Development Agency also known as
the Amherst Development Corporation
4287 Main Street
Amherst, New York 14226

NYS Housing Trust Fund Corporation
641 Lexington Avenue
New York, NY 10022

New York State Housing Finance Agency
641 Lexington Avenue
New York, NY 10022

NYS Homes and Community Renewal
641 Lexington Avenue
New York, NY 10022

Respondents.

Attachment: DOC072125-07212025134017 (COM-2025-76 : Notice of Claim: Dana Lynn White Vs. Town of Amherst Et Al.)

TO:

TOWN OF AMHERST
5583 Main St.
Williamsville, NY, 14221

VILLAGE OF WILLIAMSVILLE
5565 Main Street
Williamsville, NY 14221

COUNTY OF ERIE
95 Franklin Street, Room 1634
Buffalo, NY 14202

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Attachment: DOC072125-07212025134017 (COM-2025-76 : Notice of Claim: Dana Lynn White Vs. Town of Amherst Et Al.)

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641 Lexington Avenue
New York, NY 10022

NYS Homes and Community Renewal
641 Lexington Avenue
New York, NY 10022

1. The name and address of **Claimant** is:

   DANA LYNN WHITE

2. The **Claimant** is represented herein by:

   Shaw & Shaw, P.C.
   Blake Zaccagnino, Esq., of counsel
   4819 South Park Avenue
   Hamburg, NY 14075

Attachment: DOC072125-07212025134017 (COM-2025-76 : Notice of Claim: Dana Lynn White Vs. Town of Amherst Et Al.)

LEGAL THEORY/CAUSE OF ACTION CLAIMED:

3. This is a claim founded in negligence, and is for personal injuries.

4. This is a claim for money damages for personal injuries sustained by the Claimant, when she was caused to fall on the property and premises and, more specifically, on the outside grounds of the property located at **410 Hartford Rd , Amherst, NY 14226 (Hartford Place Senior Apartments**).

Upon information and belief, that property was under the possession, control and ownership of the Respondents.

Upon further information and belief, the Respondents caused and created a dangerous condition, that they had actual and constructive notice of, and failed to take corrective action prior to this incident, resulting in the accident and the Claimant's serious injuries.

TIME AND LOCATION AND MANNER IN WHICH THE CLAIM AROSE:

5. The time when the claim arose and the time when injuries and damages herein alleged were sustained was on or about **July 5, 2025 at approximately 12:00-12:30PM.**

NATURE AND BASIS FOR THIS CLAIM:

6. Attached as **Exhibit A**, please find a real property parcel search of the property where the incident took place.

7. As the Claimant walked in the location mentioned above , she was caused to trip and fall over a dangerous condition on property walking surface. More specifically, the walking surface was not level, not even, had holes in it, was cracked, chipped, sunken down, including but not limited to, had unsafe depressions in it. The walking surface was unsafe, dangerous, and was otherwise deficient and caused a danger to pedestrians.

Attachment: DOC072125-07212025134017 (COM-2025-76 : Notice of Claim: Dana Lynn White Vs. Town of Amherst Et Al.)

More specifically, the Claimant was walking on the walking surface mentioned above on the property. She was using a cane. As she approached an area of the walking surface, she noticed that it was not level, not even, had holes in it, was cracked, chipped, including but not limited to, had unsafe depressions in it. She attempted to navigate around the dangerous conditions mentioned, and in order to do so, walked onto the grass. As she stepped onto the grass, she stepped into an unsafe area that was not level, not even, had holes in it, was sunken down, including but not limited to, had unsafe depressions in it. The location described in the grass had grass growing out of it and was overgrown.

As a result of all of the dangerous conditions described herein, she was caused to fall and sustain serious injuries. When she fell, she came into contact with the ground, seriously injuring herself.

Attached as **Exhibit B**, please find photographs of the dangerous conditions that caused the Claimant's fall.

LEGAL THEORY/CAUSE OF ACTION CLAIMED:

8. The above mentioned incident and the injuries and damages occurring therefrom occurred by reason of the fault, neglect, and carelessness of the Respondents, their agents, servants, and/or employees. The negligence of the Respondents, their agents, servants and/or employees includes but is not limited to:

The Respondents' negligence included but was not limited to the following:

- Failure to properly, adequately, and safely maintain the aforesaid premises;

Attachment: DOC072125-07212025134017 (COM-2025-76 : Notice of Claim: Dana Lynn White Vs. Town of Amherst Et Al.)

- In failing to repair, keep safe, and maintain the walking surface where the incident took place;

- Failure to properly and adequately supervise and control the area where the Claimant fell on the date of the incident;

- Carelessly and negligently designing the area on said premises where the incident occurred;

- Failure to take the necessary steps to correct walking surfaces that were not level, not even, had holes in it, that were cracked, sunken down, including but not limited to, had unsafe depressions in it;

- Failure to give attention to walking surfaces causing and created a dangerous condition;

- Failure to take the necessary steps and make the necessary observations, which, if taken or made, would have avoided the said incident;

- Failing to act reasonable under the circumstances;

Attachment: DOC072125-07212025134017 (COM-2025-76 : Notice of Claim: Dana Lynn White Vs. Town of Amherst Et Al.)

- Failing to take precautionary measures to the protect the Claimant from the incident after weighing the probability and gravity of the harm against the burden of precaution;

- Failing to take precautionary measures to the protect the Claimant from the incident when they had ownership, occupancy, control, and or special use of the property on the date of the fall;

- The Respondents' negligence was the proximate cause of the Claimant's fall and serious injuries;

- The Respondents' negligence was a substantial factor in bringing about the Claimant's injuries in that a reasonable person would regard it as a cause of her injuries;

- They failed in their duty to use reasonable care to keep their property in a reasonably safe condition for the protection of the Claimant whose presence was reasonably foreseeable on the date of the fall;

- The Respondents created the condition that caused the Claimant 's fall; and had actual and constructive notice of it;

Attachment: DOC072125-07212025134017 (COM-2025-76 : Notice of Claim: Dana Lynn White Vs. Town of Amherst Et Al.)

- The Respondents either knew, or in the use of reasonable care, should have known that the condition that caused the Claimant's fall long enough before the fall to have allowed them, in the use of reasonable care to correct it or to take other suitable precautions, but they failed to do so;

- The Respondents failed to warn the Claimant about the dangerous condition before her fall;

- in having prior written notice of the dangerous conditions noted herein, and in failing to timely fix/repair it (pursuant to, including but not limited to Town Law Section 65-a);

- in prior negligent maintenance/repair of the conditions where this incident took place, immediately resulting in the dangerous conditions described herein;

- in affirmatively creating the dangerous conditions described herein through an act of negligence;

- in having special use of location where this incident took place, and the location of the incident, that resulted in a special benefit to the Respondents;

Attachment: DOC072125-07212025134017 (COM-2025-76 : Notice of Claim: Dana Lynn White Vs. Town of Amherst Et Al.)

- causing/allowing the dangerous condition to have jagged edges, a rough irregular surface, poor lighting, to have the presence of other defects in the vicinity, to be irregular, the dangerous condition was located in an area where people are naturally distracted from looking down at their feet, and the surrounding circumstances and dangerous condition increased the risk of people, such as the Claimant, falling;

- in failing to warn of the dangerous conditions described herein;

- in violating Town of Amherst Building code § 83-9-5;

- in violating Village of Williamsville Code section 89-5;

- in violating New York Consolidated Laws, Property Maintenance Code, Section 301. 1;

- in violating Section 302. 1 of the New York Property Maintenance Code;

- in violating New York Property Maintenance Code Section 304. 1;

Attachment: DOC072125-07212025134017 (COM-2025-76 : Notice of Claim: Dana Lynn White Vs. Town of Amherst Et Al.)

- in violating New York Property Maintenance Code Section 305. 1;

- in violating Building Code of New York State, 2002 Edition Section 101, 101.3;

- in violating Property Maintenance Code of New York State, 2010 Edition -section 101.1, 101.2, 101.3, 301.1, 201.2, 305.1;

- in violating ASTM F1637 – Standard Practice for Safe Walking Surfaces –sections 4.1.1, 4.1.3, 4.7.1.,4.7.1.2.,

- causing/allowing the intrinsic characteristics of walking surface in question to be such that it was difficult for pedestrians to see and identify and to traverse safely on foot; including but not limited to,

- that the Respondents, its agents, servants and/or employees were otherwise careless and negligent.

DAMAGES CLAIMED:

9. By reason of the aforesaid occurrence, the Claimant sustained severe, painful and permanent injuries in and about her body, including, but not limited to **left knee injuries; right ankle injuries; left hip injuries; left arm injuries; left shoulder injuries; elbow injuries; left side of her body injuries; injuries to her knees; back injuries; right leg injuries; shoulder injuries; elbow injuries; hand injuries; tricep injuries; head injuries;**

Attachment: DOC072125-07212025134017 (COM-2025-76 : Notice of Claim: Dana Lynn White Vs. Town of Amherst Et Al.)

thigh injuries; including but not limited to, neck injuries; left wrist and thumb injuries; all of which were and are severe, painful and permanent in nature including, shock to the nerves and nervous system, circulatory system, traumatic injuries to nerves, tendons and muscular system with resultant impairment and/or loss of use of normal functions; was otherwise rendered sick, sore, lame and disabled and prevented her from performing her usual activities for a period of time subsequent to this incident, and has incurred, and may suffer and sustain loss of earnings and/or loss of future earning potential and/or capacity; has caused, or may incur, hospital expenses, medical expenses, physical therapy and/or rehabilitation and counseling expenses and/or other similar types of expenses as to past, present or future, as would relate to the care, treatment and attempted cure of the injuries sustained and/or the residual effects thereof; has been deprived of the ability to enjoy the life and lifestyle that she was able to participate in and enjoy prior to the happening of this incident, and has been caused to suffer emotional upset, anxiety and depression as a result of the pain and suffering associated with the injuries as to the past, present and, upon information and belief, into the future; and together with any other special and general damages as may manifest themselves subsequent to the date of this Notice of Claim.

10. The Claimant also makes a claim for any and all medical expenses incurred as to her care, treatment and attempted cure of the injuries sustain and/or the residual effects of the same herein as to the past, present, and or future.

Attachment: DOC072125-07212025134017 (COM-2025-76 : Notice of Claim: Dana Lynn White Vs. Town of Amherst Et Al.)

***WHEREFORE*, Claimant** respectfully prays and requests that these claims as set forth herein be paid and allowed by the **Respondents.**

Dated: July 14, 2025
Hamburg, New York

Shaw & Shaw, P.C.
Blake Zaccagnino, Esq., of counsel
Attorneys for Claimant
Office and Post Office Address
4819 South Park Avenue
Hamburg, New York 14075
(716) 648-3020 Telephone
(716) 648-3730 Fax
www.shawlawpc.com

Attachment: DOC072125-07212025134017 (COM-2025-76 : Notice of Claim: Dana Lynn White 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: 08/04/25 03:00 PM
Department: Town Clerk
DOC ID: 30690

COMMUNICATION 2025-77 **REFERRED**

Notice of Claim: Michael DiGiore Vs. Town of Amherst

8/4/2025
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

NOTICE OF CLAIM 7/24/2025

(2) A. MICHAEL DIGIORE

JUL 25 2025 AM9:

B. ON 6/30/2025 @ 8:00 PM. MY MAIN SEWER LINE BACKED UP SEWAGE FOR 5 HOURS INTO MY BASEMENT. THIS CAUSED MAJOR FLOODING AND DAMAGE to MY FINISHED BASEMENT. I CALLED REIMERS HEATING to COME AND I THOUGHT MY ~~HOME~~ LINE WAS CLOGGED. UPON HIS ARRIVAL HE SAID THERE WAS NOTHING HE COULD DO to HELP, AMHERST TOWN MAIN WAS CLOGGED AT THE CORNOR OF MAPLE / MEADOWVIEW. THIS IS WHAT CAUSED MY HOUSE to FLOOD WITH SEWAGE. ON July 1, 2, 3, 4 TOWN →

Attachment: DOC072525-07252025105956 (COM-2025-77 : Notice of Claim: Michael DiGiore Vs. Town of Amherst)

of Amherst Sewer crews were there with 3-5 Trucks per day.

They pulled out of Amherst Sewer Tree Roots, Debris and had to Scrape Base of Sewer pipe to un-clog.

c. The extent of the damage is clearly listed From My NYCM Claims Adjuster. We Lost many personal items toys, Blankets, Furniture And Have Severe dry wall damage & Mold to Contend with.

I Am seeking Full Recovery on All Damage As listed From My Insurane NYCM # 19,260.93. plus 3996.74 I PAID to Puro clean property Damage Restoration.

Attachment: DOC072525-07252025105956 (COM-2025-77 : Notice of Claim: Michael DiGiore Vs. Town of Amherst)

My PHONE NUMBER IS

EMAIL

TOTAL CLAIM AMOUNT $ 23,256.83

Michael DiGiore

7/24/25

Dalton Furman
Notary Public

DALTON FURMAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FU0014821
Qualified in Erie County
Commision Expires October 24, 2027

Attachment: DOC072525-07252025105956 (COM-2025-77 : Notice of Claim: Michael DiGiore Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Town Clerk
DOC ID: 30692

COMMUNICATION 2025-78 **REFERRED**

Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.

8/4/2025
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

15.6.a

STATE OF NEW YORK
SUPREME COURT COUNTY OF ERIE

MIDFIRST BANK,

Plaintiff,

vs.

STEVEN C. KRYSZAK A/K/A STEVE KRYSZAK A/K/A STEVEN KRYSZAK, AS ADMINISTRATOR CTA OF THE ESTATE OF AUDREY A. KRYSZAK A/K/A AUDREY KRYSZAK, DECEASED;
TOWN OF AMHERST, AS LEAD COMMUNITY FOR THE AMHERST-CHEEKTOWAGA-TONAWANDA HOME CONSORTIUM;
NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE;
UNITED STATES OF AMERICA O/B/O INTERNAL REVENUE SERVICE;
CAPITAL ONE BANK (USA), N.A.;
LVNV FUNDING LLC;
FORD MOTOR CREDIT COMPANY LLC;
and **"JOHN DOE"** and **"MARY DOE,"**
(Said names being fictitious, it being the intention of plaintiff to designate any and all occupants, tenants, persons or corporations, if any, having or claiming an interest in or lien upon the premises being foreclosed herein.)

Defendants.

Filed: _____

Index No.: _____

SUMMONS

Mortgaged Premises:
21 Royal Palm Drive
Cheektowaga, (Township of Cheektowaga) NY 14225

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in the above entitled action and to serve a copy of your Answer on Plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. The United States of America, if designated as a Defendant in this action, may answer or appear within sixty (60) days of service hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

NOTICE OF NATURE OF ACTION AND RELIEF SOUGHT

THE OBJECT of the above captioned action is for the foreclosure of:

Attachment: DOC072525-07252025135657 (COM-2025-78 : Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

Mortgage bearing the date of March 26, 2009, executed by Audrey A. Kryszak to Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Countrywide Bank, FSB to secure the sum of $89,031.00, and interest, and recorded in the Office of the Clerk of Erie County on April 23, 2009 in Book: 13443 Page: 938.

That Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Countrywide Bank, FSB duly assigned said Note and Mortgage to MidFirst Bank, a Federally Chartered Savings Association by Assignment dated September 8, 2021 and recorded on September 16, 2021 in the Office of the Clerk of Erie County in Book: 14015 Page: 4366.

The relief sought in the within action is a final judgment directing the sale of the Mortgaged Premises described above to satisfy the debt secured by the Mortgage described above.

Plaintiff designates Erie County as the place of trial. The basis of venue is the County in which the Mortgaged Premises is situated.

Section: 92.14
Block: 7
Lot: 25

Attachment: DOC072525-07252025135657 (COM-2025-78 : Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

DATED: July 2, 2025
Rochester, New York

NOTICE
YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the Mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

Sending a payment to your Mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

BY: _____
Molly L. Chapman, Esq.
DAVIDSON FINK LLP
Attorneys for Plaintiff
400 Meridian Centre Blvd., Ste. 200
Rochester, New York 14618
Tel: (585) 760-8218

WE ARE ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attachment: DOC072525-07252025135657 (COM-2025-78 : Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

15.6.a

STATE OF NEW YORK
SUPREME COURT COUNTY OF ERIE

MIDFIRST BANK

Plaintiff,

vs.

STEVEN C. KRYSZAK A/K/A STEVE KRYSZAK A/K/A STEVEN KRYSZAK, AS ADMINISTRATOR CTA OF THE ESTATE OF AUDREY A. KRYSZAK A/K/A AUDREY KRYSZAK, DECEASED;
TOWN OF AMHERST, AS LEAD COMMUNITY FOR THE AMHERST-CHEEKTOWAGA-TONAWANDA HOME CONSORTIUM;
NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE;
UNITED STATES OF AMERICA O/B/O INTERNAL REVENUE SERVICE;
CAPITAL ONE BANK (USA), N.A.;
LVNV FUNDING LLC;
FORD MOTOR CREDIT COMPANY LLC;
and **"JOHN DOE"** and **"MARY DOE,"**
(Said names being fictitious, it being the intention of plaintiff to designate any and all occupants, tenants, persons or corporations, if any, having or claiming an interest in or lien upon the premises being foreclosed herein.)

Defendants.

Filed: _____

Index No.: _____

VERIFIED COMPLAINT

Mortgaged Premises:
21 Royal Palm Drive
Cheektowaga, (Township of Cheektowaga) NY 14225

The plaintiff herein, by **Davidson Fink LLP**, its attorneys, complains of the defendants above named, and for its cause of action, alleges:

AS AND FOR ITS FIRST CAUSE OF ACTION

FIRST: Plaintiff, with an office at 999 NW Grand Blvd., Oklahoma City, OK 73118, is authorized to do business in this State or qualifies as a "foreign bank" pursuant to the relevant statutes and, as such, has standing and capacity to bring this action in the courts of the State of New York.

SECOND: Upon information and belief, that at all times hereinafter mentioned, the defendant(s) set forth in **Schedule A** reside or have a place of business at the address set forth therein and are made defendants in this action in the capacities therein alleged and for the

Attachment: DOC072525-07252025135657 (COM-2025-78 : Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

purpose of foreclosing and extinguishing any other right, title or interest said defendants may have in the subject premises.

THIRD: That the United States of America, The People of the State of New York, The State Tax Commission of the State of New York, the Industrial Commissioner of the State of New York, and all other agencies or instrumentalities of the Federal, State or local government (however designated), if made parties to this action and if appearing in **Schedule B**, are made parties solely by reason of the facts set forth in said schedule, and for no other reason.

FOURTH: That heretofore, the borrower(s), AUDREY A. KRYSZAK (deceased), for the purpose of securing to plaintiff or its assignor, its successors and assigns, the sum of $89,031.00, duly made a certain bond, note, loan agreement, extension agreement, consolidation agreement, or recasting agreement, as the case may be, wherein and whereby they bound themselves, their heirs, executors, administrators and assigns, and each and every one of them, jointly and severally, in the amount of said sum of money, all as more fully appears together with the terms of repayment of said sum or rights of the plaintiff in said bond, note or other instrument. A copy of said instrument, or an affidavit regarding same, is attached hereto and made a part hereof.

FIFTH: That as security for the payment of said indebtedness, a mortgage was executed, acknowledged and delivered to the plaintiff or its assignor, whereby the mortgagor or mortgagors therein named, bargained, granted and sold to the mortgagee named therein, its successors and assigns, the premises more particularly described therein (hereinafter called "mortgaged premises"), under certain conditions with rights, duties and privileges between or among them as more fully appears in said mortgage, a copy of which is attached hereto and made a part hereof.

SIXTH: That the said mortgage was duly recorded (and the mortgage tax due thereon was duly paid) in the proper County Clerk's Office at the place and time which appears thereon.

SEVENTH: That the defendant(s), so named, have failed and neglected to comply with the terms and provisions of said mortgage, bond/note/loan agreement, and said instrument(s) secured by said mortgage by omitting and failing to pay items of principal and interest or taxes, assessments, water rates, insurance premiums, escrow and/or other charges, all as more fully appears in **Schedule C** and accordingly the plaintiff hereby elects to call due the entire amount secured by the mortgage described in paragraph FIFTH hereof. The default has continued beyond the applicable grace period set forth in the mortgage, and by reason thereof, plaintiff has

Attachment: DOC072525-072520251356S7 (COM-2025-78 : Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

elected and hereby elects to declare immediately due and payable the entire unpaid balance of principal.

EIGHTH: That **Schedule C** sets forth the principal balance due and the date (and rate) from which interest accrued and all other items and charges arising from said default which are now due.

NINTH: That in order to protect its security, the Plaintiff has paid, if set forth in **Schedule C,** or may be compelled to pay during the pendency of this action local, taxes, assessments, water rates, insurance premiums, inspections and other charges affecting the mortgaged premises, and the plaintiff requests that any sums thus paid by it for said purposes (together with interest thereon), should be added to the sum otherwise due and be deemed secured by the said mortgage and be adjudged a valid lien on the mortgaged premises.

TENTH: That each of the above-named defendants has, or claims to have, some interest in, or lien upon said mortgaged premises or some part thereof, which interest or lien, if any, has accrued subsequent to the lien of plaintiff's mortgage.

ELEVENTH: That the plaintiff is now the sole, true and lawful owner and/or holder of the said bond/note/loan agreement and mortgage securing the same and there are no pending proceedings at law or otherwise to collect or enforce said bond/note and mortgage. Copies of Assignment(s) of Mortgage, if any, are attached hereto and made a part hereof.

TWELFTH: That Schedules, Exhibits and other items attached to this Complaint are expressly incorporated and made a part of the Complaint for all purposes with the same force and effect as if they were completely and fully set forth herein wherever reference has been made to each or any of them.

THIRTEENTH: That by reason of the foregoing, there is now due and owing to the plaintiff upon said bond, note, loan agreement, assumption agreement, extension agreement or consolidation agreement the amount set forth in **Schedule C**.

FOURTEENTH: That if the security for the indebtedness consists of more than one parcel, plaintiff respectfully requests that the judgment of foreclosure provide for the sale of the parcels in a particular order to the extent necessary to satisfy the indebtedness or that if the mortgage so states, the mortgaged premises may be sold in one parcel.

FIFTEENTH: The plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of the payment or performance, after the date of the commencement of this action, of any or all of the defaults mentioned herein; and such

Attachment: DOC072525-07252025135657 (COM-2025-78 : Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

election shall continue and remain effective until the costs and disbursements of this action, and all present and future defaults under the note and mortgage and occurring prior to the discontinuance of this action are fully paid and cured.

SIXTEENTH: Pursuant to the Fair Debt Collection Practices Act, this action may be deemed to be an attempt to collect a debt on behalf of the plaintiff. Any information obtained as a result of this action will be used for that purpose.

SEVENTEENTH: At the time this proceeding is commenced, the plaintiff is the owner and holder of the subject mortgage and note, or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject mortgage and note.

EIGHTEENTH: If applicable, Plaintiff has complied with all of the provisions of section five hundred ninety-five-a of the banking law and any rules and regulations promulgated thereunder, section six-l or six-m of the banking law, for loans governed by those provisions, and section thirteen hundred four of the real property actions and proceedings law, and HAMP Supplemental Directive 10-02.

NINETEENTH: Plaintiff has complied with all of the provisions pursuant to RPAPL §§ 1304 and 1306.

TWENTIETH: That there is no other action pending regarding this claim.

AS AND FOR ITS SECOND CAUSE OF ACTION

TWENTY-FIRST: Plaintiff repeats and realleges with the same force and effect as if fully set forth at length herein the allegations stated and contained in the FIRST CAUSE OF ACTION marked and numbered FIRST through TWENTIETH, inclusive.

TWENTY-SECOND: By mutual mistake of plaintiff and defendants, the description of the mortgage recorded in the Office of the Clerk of Erie County on April 23, 2009 in Book: 13443 Page: 938, must be reformed as it contains minor errors.

TWENTY-THIRD: Plaintiff has no adequate remedy at law unless said legal description be reformed so that the paragraph of the description hereinafter set forth read as follows:

All that certain parcel of land situate in the Township of Cheektowaga, County of Erie and State of New York being known and designated as part of Lot 4, Township 11 and Range 7 of the Holland Land Company's Survey, being in Map Cover No. 2169 being Subdivision Lot 148 and

Attachment: DOC072525-072520251356S7 (COM-2025-78 : Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

being more fully described by a metes and bounds description in Book 11135 Page 3771 in the Erie County Records.

WHEREFORE, plaintiff demands judgment:

1. Adjudging and decreeing the amounts due the plaintiff for principal, interest, costs and reasonable attorney's fees, if provided for in the said bond/note/loan agreement or mortgage; and

2. That the defendant(s) and all persons claiming by, through or under them, or either or any of them, subsequent to the commencement of this action and every other person or corporation whose right, title, conveyance or encumbrance is subsequent to or subsequently recorded, may be barred and forever foreclosed of all right, claim, lien, interest or equity of redemption in and to said mortgaged premises;

3. That the said mortgaged premises, or such part thereof as may be necessary to raise the amounts due for principal, interest, costs, reasonable attorney's fees, allowances and disbursements, together with any monies advanced and paid, may be decreed to be sold according to law;

4. That out of the monies arising from the sale thereof, the plaintiff may be paid the amounts due on said bond/note/loan agreement and mortgage and any sum which may have been paid by the plaintiff to protect the lien of plaintiff's mortgage as herein set forth, with interest upon said amounts from the dates of the respective payments and advances thereof, the costs and expenses of this action, additional allowance, if any, and reasonable attorney's fees, if provided for in said bond, note, loan agreement or mortgage, so far as the amount of such money properly applicable thereto will pay the same;

5. The premises are being sold subject to:

(a) All common charges, if any, which are at the time a lien on the premises, together with such interest or penalties as may have lawfully accrued thereon to the date of payment;

(b) Covenants, restrictions and easements of record and zoning regulations and ordinances of the City, Town and Village in which said premises lie;

(c) Rights of the public and others in and to any part of the mortgaged premises that lies within the bounds of any street, alley or highway;

(d) Any state of facts that an accurate survey, currently dated, might disclose;

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(e) Any state of facts an inspection would disclose, it being understood that the property is sold in an "as is" and "where is" condition;

(f) Any and all tenancies, possessory interests and/or leases affecting said premises which are not extinguished by this foreclosure action;

(g) The right of redemption of the United States of America, if any;

6. That if the proceeds of said sale of the mortgaged premises aforesaid be insufficient to pay the amount found due to the plaintiff with interest and costs, the officer making the sale be required to specify the amount of such deficiency in his report of sale so that plaintiff may thereafter be able to make application to this Court, pursuant to Section 1371 of the Real Property Actions and Proceedings Law, for a judgment against the defendant(s) referred to in paragraph FOURTH of this Complaint for any deficiency which may remain after applying all of such moneys so applicable thereto, **except that this shall not apply to any defendant who has been discharged in bankruptcy from the subject debt**;

7. That either or any of the parties to this action may become a purchaser upon such sale;

8. That this Court, if requested, forthwith appoint a Receiver of the rents and profits of said premises with the usual powers and duties;

9. That the plaintiff may have such other or further relief, or both, as may be just and equitable.

10. Upon its Second Cause of Action: to reform the description made a part of the mortgage document recorded on April 23, 2009 in Book: 13443 Page: 938 to contain the language set forth in the paragraph TWENTY-THIRD herein.

Plaintiff specifically reserves its right to share in any surplus monies arising from the sale of subject premises by virtue of its position as a judgment or other lien creditor excluding the mortgage being foreclosed herein;

DATED: July 2, 2025
Rochester, New York

BY: _____

Molly L. Chapman, Esq.
DAVIDSON FINK LLP
Attorneys for Plaintiff
400 Meridian Centre Blvd., Ste. 200
Rochester, New York 14618
Tel: (585) 760-8218

Attachment: DOC072525-07252025135657 (COM-2025-78 : Summons and Verified Complaint: Midfirst Bank 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: 08/04/25 03:00 PM
Department: Town Clerk
DOC ID: 30679

COMMUNICATION 2025-79 **REFERRED**

Summons and Verified Complaint: Nicole Lancellotti and Joseph Lancellotti Vs. Town of Amherst Et Al.

8/4/2025
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

15.7.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

NICOLE LANCELLOTTI
and JOSEPH LANCELLOTTI

Plaintiffs

vs.

SUMMONS
Index #: 811931/2025

TOWN OF AMHERST
Town Clerk
5583 Main St.
Williamsville, NY 14221

RECEIVED
Amherst Town Clerk
JUL 17 2025 PM 12:38

LANDSCAPE STRUCTURES, INC.
c/o CT Corporation System
28 Liberty St.
New York, New York 10005

PARKITECTS, INC.
279 Lakefront Blvd.
Buffalo, NY 14202

Defendants

TO THE ABOVE NAMED DEFENDANTS:

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 a 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 30 days after completion of service where service is made in any other manner than by personal delivery within the State. In case of your failure to appear or answer, judgment may be taken against you by default for the relief demanded in the complaint.

Attachment: DOC071825-07182025093127 (COM-2025-79 : Summons and Verified Complaint: Nicole Lancellotti and Joseph Lancellotti Vs.

15.7.a

Erie County is designated as the place of trial on the basis of the residence of plaintiffs who reside at Clarence, New York.

DATED: Buffalo, New York
March 3, 2025

SCHWENDLER DOOLITTLE LAW GROUP, PLLC

Laura C. Doolittle, Esq.
Attorneys for Plaintiffs
1207 Delaware Ave., Suite 222
Buffalo, NY 14209
(716) 320-1672
ldoolittle@sdlglaw.com

Attachment: DOC071825-07182025093127 (COM-2025-79 : Summons and Verified Complaint: Nicole Lancellotti and Joseph Lancellotti Vs.

15.7.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

NICOLE LANCELLOTTI
and JOSEPH LANCELLOTTI

Plaintiffs

vs.

TOWN OF AMHERST
LANDSCAPE STRUCTURES, INC.
PARKITECTS, INC.

Defendants

VERIFIED COMPLAINT
Index #: 811931/2025

The plaintiffs, by their attorneys, Schwendler Doolittle Law Group, PLLC, as and for their complaint against the defendants herein, allege upon information and belief as follows:

1. The plaintiffs, Nicole Lancellotti and Joseph Lancellotti, at all times hereinafter mentioned, were and are residents of the

2. The defendant, Town of Amherst, was at all times hereinafter mentioned and still is a municipal corporation organized and existing by virtue of the laws of the State of New York with offices for the transaction of business located at 5583 Main St., in the Town of Amherst, County of Erie, State of New York.

3. At all times hereinafter mentioned, the defendant, Landscape Structures, Inc., (hereinafter "Landscape") was a foreign corporation authorized to do business in the State of New York and, in fact, conducted business in New York State.

4. That at all times hereinafter mentioned, defendant, Landscape, transacted business within the State of New York.

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5. That at all times hereinafter mentioned, defendant, Landscape, contracted to supply goods or services within the State of New York.

6. That at all times hereinafter mentioned, defendant Landscape regularly did or solicited business within the State of New York.

7. That at all times hereinafter mentioned, defendant, Landscape, engaged in a persistent course of conduct within the State of New York.

8. That at all times hereinafter mentioned, defendant, Landscape, derived substantial revenue from interstate commerce within the State of New York.

9. At all times hereinafter mentioned, the defendant, Parkitects, Inc., (hereinafter "Parkitects") was a domestic corporation duly formed and existing pursuant to the laws of the State of New York with offices for the transaction of business located in the City of Buffalo, County of Erie, State of New York.

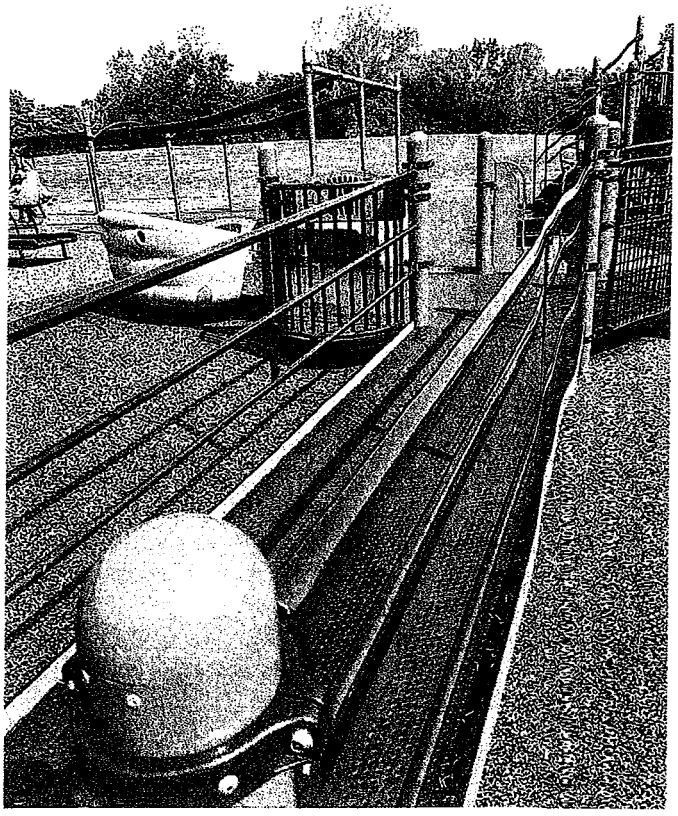
10. At all times hereinafter mentioned, the Town of Amherst was the owner of certain property located at 1290 Hopkins Rd, Amherst, New York and more commonly known as Billy Wilson Park and the appurtenances specifically depicted in the following photographs:

[THIS SECTION LEFT INTENTIONALLY BLANK]

Attachment: DOC071825-07182025093127 (COM-2025-79 : Summons and Verified Complaint: Nicole Lancellotti and Joseph Lancellotti Vs.

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Attachment: DOC071825-07182025093127 (COM-2025-79 : Summons and Verified Complaint: Nicole Lancellotti and Joseph Lancellotti Vs.

11. That on or about June 27, 2024, the plaintiff, Nicole Lancellotti, was lawfully upon the premises of Billy Wilson Park between approximately 11:30 a.m. and 12:15 p.m.

12. That on or about June 27, 2024, the plaintiff, Nicole Lancellotti, was caused to trip and fall over a raised metal lip while walking across the playground equipment.

13. As a result of the fall, plaintiff, Nicole Lancellotti, sustained severe and permanent injuries.

14. Upon information and belief, the aforesaid raised metal lip constituted a defective, unsafe, obstructive, hazardous and inherently dangerous condition.

15. That a Notice of Claim was served upon the defendant, Town of Amherst, pursuant to §50-e of the General Municipal Law of the State of New York, that at least thirty days have elapsed since the service of said Notice of Claim and that adjustment or payment of said claim has been neglected or refused by defendant.

16. That on January 23, 2025, pursuant to General Municipal Law §50-h, a hearing was held at the offices of a designated agent for defendant Town of Amherst.

17. That this action is being commenced within one year and ninety days after accrual of this cause of action.

18. That the limitations on joint and several liability established under Article 16 of the Civil Practice Laws and Rules of the State of New York do not apply herein on the grounds that one or more of the exceptions enumerated under CPLR Section 1602 are applicable to the plaintiffs' claims herein.

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15.7.a

AS AND FOR A FIRST CAUSE OF ACTION
AGAINST
DEFENDANT TOWN OF AMHERST

19. Plaintiffs repeat and reallege the allegations set forth above with the same force and effect as if set forth herein.

20. That at all relevant times, the aforesaid playground, equipment, appurtenances, and fixtures were owned by defendant, Town of Amherst.

21. That at all relevant times, the aforesaid playground, equipment, appurtenances, and fixtures were operated by defendant, Town of Amherst.

22. That at all relevant times, the aforesaid playground, equipment, appurtenances, and fixtures were managed by defendant, Town of Amherst.

23. That at all relevant times, the aforesaid playground, equipment, appurtenances, and fixtures were maintained by defendant, Town of Amherst.

24. That at all relevant times, the aforesaid playground, equipment, appurtenances, and fixtures were controlled by defendant, Town of Amherst.

25. That at all relevant times, the aforesaid playground, equipment, appurtenances, and fixtures were supervised by defendant, Town of Amherst.

26. That at all relevant times, the aforesaid playground, equipment, appurtenances, and fixtures were designed by defendant, Town of Amherst.

27. That at all relevant times, the aforesaid playground, equipment, appurtenances, and fixtures were constructed by defendant, Town of Amherst.

28. That at all relevant times, the aforesaid playground, equipment, appurtenances, and fixtures were installed by defendant, Town of Amherst.

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15.7.a

29. That at all relevant times, the aforesaid playground, equipment, appurtenances, and fixtures were repaired by defendant, Town of Amherst.

30. That at all relevant times, the aforesaid playground, equipment, appurtenances, and fixtures were inspected by defendant, Town of Amherst.

31. That at all relevant times, defendant, Town of Amherst, failed to perform an adequate study of the playground equipment prior to its use to determine it was safe for use by those persons who could reasonably be expected to be using and/or upon the equipment.

32. That at all relevant times, defendant, Town of Amherst, failed to perform an adequate study of the playground equipment subsequent to its use to determine it was safe for use by those persons who could reasonably be expected to be using and/or upon the equipment.

33. That at all relevant times, and specifically on June 27, 2024, it was the duty of defendant, Town of Amherst, to maintain the premises and specifically the playground equipment at Billy Wilson Park in a reasonably safe condition.

34. That the fall that plaintiff, Nicole Lancellotti, sustained on June 27, 2024, and the resultant injuries, were caused and or contributed to by the negligence, carelessness and recklessness of defendant Town of Amherst, its agents, servants, and/or employees, in the ownership, operation, management, supervision, maintenance, control, design, construction, inspection and repair of the subject playground.

35. The defendant, Town of Amherst, individually and/or through its agents, servants, employees, appointees, consultants, subcontractors, independent contractors,

Attachment: DOC071825-07182025093127 (COM-2025-79 : Summons and Verified Complaint: Nicole Lancellotti and Joseph Lancellotti Vs.

and/or suppliers created the defective, unsafe, obstructive, hazardous and inherently dangerous condition prior to the occurrence of June 27, 2024.

36. The defendant, Town of Amherst, had actual knowledge of the defective, unsafe, obstructive, hazardous and inherently dangerous condition, written or otherwise, prior to the occurrence of June 27, 2024.

37. The defendant, Town of Amherst, had constructive notice of the defective, unsafe, obstructive, hazardous and inherently dangerous condition in that it existed for a sufficient period of time such that in the exercise of reasonable care the defendant, Town of Amherst, should have had knowledge of the condition.

38. That as a result of the foregoing, plaintiff, Nicole Lancellotti, sustained serious injuries causing her pain and suffering, permanency of injury and incurred medical expenses and lost wages, all to her damage.

39. That as a result of the foregoing, plaintiff, Nicole Lancellotti, sustained damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction over this matter.

AS AND FOR A SECOND CAUSE OF ACTION
AGAINST
DEFENDANT LANDSCAPE FOR BREACH OF WARRANITES

40. Plaintiffs repeat and reallege the allegations set forth above with the same force and effect as if set forth herein.

41. That at all relevant times, defendant, Landscape, was in the business of selling, manufacturing and distributing playground equipment for the purpose of sale and use to the general public.

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42. That on June 27, 2024, and at all relevant times, the playground equipment that existed at Billy Wilson Park located in the Town of Amherst, County of Erie, State of New York, was manufactured by defendant, Landscape.

43. That at all relevant times, and prior to June 27, 2024, defendant, Landscape, sold, marketed, distributed and delivered the subject product to retailers and/or wholesalers.

44. That at all relevant times, defendant, Landscape, warranted that the subject product was fit for the purpose for which it was intended.

45. That at all relevant times, defendant, Landscape, warranted that the subject product was safe to be used as intended.

46. That at all relevant times, defendant, Landscape, had a duty to manufacture the subject product to be safe for its intended purpose.

47. That at all relevant times, defendant, Landscape, impliedly warranted that the subject product was of merchantable quality and was safe to be used as intended.

48. That at all relevant times, plaintiffs relied upon the warranties of defendant, Landscape.

49. That at all relevant times, defendant, Landscape, breached its warranty of merchantability for its intended purpose.

50. That at all relevant times, defendant, Landscape, breached its warranty of fitness for its intended purpose.

51. That on June 27, 2024, plaintiff, Nicole Lancellotti, was injured while using the subject product as intended.

52. That at no time did plaintiff, Nicole Lancellotti, misuse the product.

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53. That by reason of the foregoing, plaintiff, Nicole Lancellotti, sustained serious injuries causing her pain and suffering, permanency of injury and incurred medical expenses and lost wages, all to her damage.

54. That as a result of the foregoing, plaintiff, Nicole Lancellotti, sustained damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction over this matter.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT LANDSCAPE FOR STRICT PRODUCT LIABILITY

55. Plaintiffs repeat and reallege each and every allegation set forth above with the same force and effect as if set forth herein.

56. That at all relevant times, defendant, Landscape, caused, engaged in, and/or brought about the design, manufacture and production of the subject product.

57. That at all relevant times, defendant, Landscape, had a duty to provide a reasonably safe product in design, manufacture and production.

58. That at all relevant times, defendant, Landscape, did not test and/or failed to properly test the subject product for its intended use.

59. That at all relevant times, defendant, Landscape, failed to employ the state of the art that was available when the subject product was manufactured.

60. That at all relevant times, defendant, Landscape, breached its duty of care by distributing, marketing, shipping and selling the subject product in a condition that was not reasonably safe and likely to cause harm to consumers.

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61. That at all relevant times, defendant, Landscape, caused the subject product to be shipped in a defective condition from the place of manufacture and caused it to be delivered to a place or point within the State of New York where it was foreseeable that the subject product would be, and was, used for the purpose it was intended at the time of the subject occurrence.

62. That at all relevant times, the subject product by design was not reasonably safe and was likely to be harmful to consumers and that defendant, Landscape, should not have sold, marketed, distributed, and/or promoted the subject product in that condition.

63. That at all relevant times, defendant, Landscape, was negligent, careless, and reckless in the manner that it manufactured, designed, tested, researched, distributed, shipped and sold the subject product.

64. That at all relevant times, defendant, Landscape, its agents, servants, licensees, subsidiaries and/or employees are strictly liable to plaintiffs.

65. That at all relevant times, as a result of the product being used in the manner in which it was intended, plaintiff, Nicole Lancellotti, was caused to sustain severe and permanent injuries.

66. That at all relevant times, the subject product was defective, and that said defect was a substantial factor in causing injury to plaintiff, Nicole Lancellotti.

67. That by reason of the foregoing, plaintiff, Nicole Lancellotti, sustained serious injuries causing her pain and suffering, permanency of injury and incurred medical expenses and lost wages, all to her damage.

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68. That as a result of the foregoing, plaintiff, Nicole Lancellotti, sustained damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction over this matter.

AS AND FOR A FOURTH CAUSE OF ACTION AGAINST DEFENDANT LANDSCAPE FOR FAILURE TO WARN

69. Plaintiffs repeat and reallege each and every allegation set forth above with the same force and effect as if set forth herein.

70. That at all relevant times, defendant, Landscape, knew or should have known in the exercise of reasonable care that the subject product could cause serious injury when used as intended.

71. That at all relevant times, defendant, Landscape, had a duty to warn that the subject product could cause serious injury when used as intended.

72. That at all relevant times, defendant, Landscape, failed to warn users of the subject product that it could cause serious injury when used as intended.

73. That at all relevant times, defendant, Landscape, failed to warn against latent dangers resulting from a foreseeable use of the subject product which it knew or should have known.

74. That at all relevant times, defendant, Landscape, was negligent, careless, and reckless in failing to warn, give notice, and inform wholesalers, retailers, consumers, purchasers, users and plaintiffs herein of the dangers of the subject product when used as intended.

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15.7.a

75. That by reason of the foregoing, plaintiff, Nicole Lancellotti, sustained serious injuries causing her pain and suffering, permanency of injury and incurred medical expenses and lost wages, all to her damage.

76. That as a result of the foregoing, plaintiff, Nicole Lancellotti, sustained damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction over this matter.

AS AND FOR A FIFTH CAUSE OF ACTION AGAINST LANDSCAPE FOR NEGLIGENCE

77. Plaintiffs repeat and reallege each and every allegation set forth above as though fully set forth herein.

78. That at all relevant times, plaintiff, Nicole Lancellotti, was caused to sustain bodily injuries due to the acts and/or omissions which constituted negligence, carelessness, recklessness, and wantonness of defendant Landscape, its agents, servants, licensees, subsidiaries and/or employees.

79. That at all relevant times, defendant, Landscape, caused, permitted and allowed the playground equipment to be manufactured, constructed and in violation of New York General Business Law §399-dd.

80. That by reason of the foregoing, plaintiff, Nicole Lancellotti, sustained serious injuries causing her pain and suffering, permanency of injury and incurred medical expenses and lost wages, all to her damage.

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Packet Pg. 365

81. That as a result of the foregoing, plaintiff, Nicole Lancellotti, sustained damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction of this matter.

AS AND FOR A SIXTH CAUSE OF ACTION AGAINST DEFENDANT PARKITECTS

82. Plaintiffs repeat and reallege each and every allegation set forth above as though fully set forth herein.

83. That defendant, Parkitects, entered into a contract with defendant Town of Amherst to design playground equipment to be erected and used by the public at Billy Wilson Park in the Town of Amherst, New York.

84. That defendant, Parkitects, designed the playground equipment that was located at Billy Wilson Park in Amherst, New York on June 27, 2024, pursuant to its agreement with the defendant, Town of Amherst.

85. That defendant, Parkitects, in entering into the agreement with the Town of Amherst, was obligated to exercise reasonable and ordinary care and skill in providing those services to Town of Amherst.

86. That defendant, Parkitects, negligently designed the playground equipment for use at Billy Wilson Park thereby creating a defective, unsafe, obstructive, hazardous and inherently dangerous condition.

87. That at all relevant times, plaintiff, Nicole Lancellotti, was caused to sustain bodily injuries due to the acts and/or omissions which constituted negligence, carelessness, recklessness, and wantonness of defendant, Parkitects, its agents,

Attachment: DOC071825-07182025093127 (COM-2025-79 : Summons and Verified Complaint: Nicole Lancellotti and Joseph Lancellotti Vs.

servants, licensees, subsidiaries and/or employees, in the design of the playground equipment.

88. That by reason of the foregoing, plaintiff, Nicole Lancellotti, sustained serious injuries causing her pain and suffering, permanency of injury and incurred medical expenses and lost wages, all to her damage.

89. That as a result of the foregoing, plaintiff, Nicole Lancellotti, sustained damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction of this matter.

AS AND FOR A SEVENTH CAUSE OF ACTION AGAINST DEFENDANT PARKITECTS

90. Plaintiffs repeat and reallege each and every allegation set forth above as though fully set forth herein.

91. That defendant, Parkitects, entered into a contract with defendant Town of Amherst to install and/or supervise the installation of playground equipment to be erected and used by the public at Billy Wilson Park in the Town of Amherst, New York.

92. At all times hereinafter mentioned, the defendant, Parkitects, installed and/or supervised the installation of the playground equipment located at Billy Wilson Park in Amherst, New York pursuant to an agreement with the defendant, Town of Amherst.

93. That the defendant, Parkitects, negligently installed and/or supervised the installation of the playground equipment at Billy Wilson Park thereby creating a defective, unsafe, obstructive, hazardous and inherently dangerous condition.

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15.7.a

94. That at all relevant times, plaintiff, Nicole Lancellotti, was caused to sustain bodily injuries due to the acts and/or omissions which constituted negligence, carelessness, recklessness, and wantonness of defendant, Parkitects, its agents, servants, licensees, subsidiaries and/or employees.

95. That by reason of the foregoing, plaintiff, Nicole Lancellotti, sustained serious injuries causing her pain and suffering, permanency of injury and incurred medical expenses and lost wages, all to her damage.

96. That as a result of the foregoing, plaintiff, Nicole Lancellotti, sustained damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction of this matter.

AS AND FOR AN EIGHTH CAUSE OF ACTION
AGAINST
ALL DEFENDANTS

97. Plaintiffs repeat and reallege each and every allegation set forth above as though fully set forth herein.

98. That as a result of the injuries sustained by his wife, Joseph Lancellotti has been deprived of the services, society, and companionship of his wife, all to his damage in an amount to be awarded by the triers of fact herein.

99. That as a result of the aforesaid, plaintiffs have been damaged in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, plaintiffs demand judgment against the defendants in an amount to be awarded by the triers of fact herein on all causes of action together with the costs

Attachment: DOC071825-07182025093127 (COM-2025-79 : Summons and Verified Complaint: Nicole Lancellotti and Joseph Lancellotti Vs.

15.7.a

and disbursements of this action and for such other and further relief as to this Court may seem just and proper.

DATED: Buffalo, New York
March 3, 2025

Laura C. Doolittle, Esq.
Schwendler Doolittle Law Group, PLLC
Attorneys for Plaintiffs
1207 Delaware Ave., Suite 222
Buffalo, New York 14209
(716) 320-1672
ldoolittle@sdlglaw.com

Attachment: DOC071825-07182025093127 (COM-2025-79 : Summons and Verified Complaint: Nicole Lancellotti and Joseph Lancellotti Vs.

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

Francina J. Spoth
Town Clerk

Meeting: 08/04/25 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30717 **RESOLUTION 2025-697** **ADOPTED**

Public Improvement Permit No. 3129 Sanitary Sewer Acceptance Regency Commons – 166 Klein Road 2021.029/SUB-2021-01

This is to certify that the above referenced sanitary sewer constructed under PIP 3129 has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of $22,750.00, representing 25% of the cost of construction has been forwarded to the Town Clerk.

Thank you for considering this request.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A Maintenance Bond for a period of two (2) years in the amount of $22,750.00, representing 25% of the cost of construction has been forwarded to the Town Clerk.

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: 08/04/25 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30718 **RESOLUTION 2025-698** **ADOPTED**

Private Improvement Permit No. 3130 Waterline Regency Commons – 166 Klein Road 2021.029/SUB-2021-01

This is to certify that the above referenced private waterline constructed under PIP 3130 has been completed in accordance with plans and specifications.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

NA

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: 08/04/25 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30719 **RESOLUTION 2025-699** **ADOPTED**

Private Improvement Permit No. 3131 Paving & Curbing Regency Commons – 166 Klein Road 2021.029/SUB-2021-01

This is to certify that the above referenced private paving & curbing constructed under PIP 3131 has been completed in accordance with plans and specifications.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

NA

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: 08/04/25 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30720 **RESOLUTION 2025-700** **ADOPTED**

Private Improvement Permit No. 3132 Storm System Regency Commons – 166 Klein Road 2021.029/SUB-2021-01

This is to certify that the above referenced private storm system constructed under PIP 3132 has been completed in accordance with plans and specifications.

8/4/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

NA

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