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, September 15, 2025 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Kent Richter

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on September 15, 2025 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Absent	
Shawn Lavin	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Steven B. Bengart	Town of Amherst	Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Robert McCarthy	Town of Amherst	Director of Human Resources	Present	

V. MINUTES APPROVAL

1. Tuesday, September 02, 2025

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Recognition of Town of Amherst Retirement

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2025-776

Adoption of Local Law Amending Chapter 4 of the Town of Amherst, Administration of Government

AGENDA ITEM : SEPTEMBER 15th, 2025

TO: **Town Board**

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

DATE: **September 9, 2025**

RE: **A Local Law Amending Chapter 4, Article 4 of the Code of the Town of Amherst, Administration of Government**

The above-referenced matter is scheduled for a Public Hearing on September 15, 2025 at 7:00 p.m. In this regard, kindly adopt a resolution authorizing the adoption of the attached Local Law.

Thank you.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* Agenda Item – September 15, 2025)

9/15/2025
A motion to open the public hearing was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was opened at 7:03 PM.

Robert McCarthy, Director of Human Resources, presented.

The following residents spoke:
Jane Cox, 4584 Harlem Rd
Matt Plunkett, 299 Northill Dr
John Trabert, 234 Mt Vernon Rd
Joe Voytovich, 35 Bucyrus Dr
Stan Sliwa, 166 Cranburne Ln

There were no further speakers from the public, therefore Deputy Supervisor Lavin moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was closed at 7:21 PM.

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

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

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2025-777

SEQR Determination (2577 Millersport Highway, Z-2025-02)

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

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 2577 Millersport Highway and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

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

9/15/2025
Deputy Supervisor Lavin made a motion to table, seconded by Councilmember Berger and unanimously approved 4-0.

9/30/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0.

RESULT:	**TABLED [UNANIMOUS]**	**Next: 9/30/2025 7:00 PM**
MOVER:	Shawn Lavin, Deputy Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Lavin, Berger, Szukala, Marinucci	
ABSENT:	Kulpa	

2. Resolution 2025-702

Adoption of Local Law to Amend the Zoning Map (2577 Millersport Highway, Z-2025-02)

DRAFT RESOLUTION
October 14, 2025

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of August 18, 2025 that the proposed General Business District (GB) zoning at 2577 Millersport Highway is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map subject to the following conditions as recommended by the Planning Board:

1. That deed restrictions be filed that provide and maintain greenspace and landscape buffers measuring 25 feet along the adjacent residential zoning to the east and south of the subject site.

8/18/2025
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 7:06 PM.

Attorney Jeffery Palumbo presented.

The following individual spoke:
Melissa Semidey Finley, Esq. on behalf of the Collins Court Neighborhood

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the September 15th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:19 PM.

9/15/2025
Deputy Supervisor Lavin made a motion to table, seconded by Councilmember Szukala and unanimously approved 4-0.

9/30/2025
Deputy Supervisor Lavin made a motion to adjourn to the October 14th meeting, seconded by Councilmember Berger and unanimously approved 4-0.

10/14/2025
Supervisor Kulpa made a motion to adjourn to the October 27th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**TABLED [UNANIMOUS]**	**Next: 9/30/2025 7:00 PM**
MOVER:	Shawn Lavin, Deputy Supervisor	
SECONDER:	Michael Szukala, Councilmember	
AYES:	Lavin, Berger, Szukala, Marinucci	
ABSENT:	Kulpa	

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 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 Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 4-0. Public Expression was opened at 7:23 PM.

The following speakers addressed the Town Board:
Joe Voytovich, 35 Bucyrus Dr – Royal Park financing
Bill Blake, Snyder – Proposed Eggertsville youth center
Andrea Morgante, Getzville – Amherst Central Park
Matt Plunkett, 299 Northill Dr – Amherst Central Park
Bruce Korotkin, 28 Collins Ct – Resolution 2025-702
Melissa Finley, 71 S Parrish Ct - Resolution 2025-702
Kathleen Semidey, 33 Collins Ct - Resolution 2025-702
Robert Semidey, 33 Collins Ct - Resolution 2025-702
Richard Adams, 186 Collins Ct - Resolution 2025-702
Pamela Henderson, 9 Collins Ct - Resolution 2025-702
Ann Shepard, 187 Collins Ct - Resolution 2025-702
Jerry Schad, 199 Meadowview Ln – Amherst Central Park
Joe Borgese, 20 Kate Land – Crossing guards
Paula Pirson, 34 Collins Ct - Resolution 2025-702
Tom Frank, 5403 Main St - Resolution 2025-800
Joe Lojacono, 59 Golden Pheasant Dr - Amherst Central Park
Chris Drongosky, Mill St – Westwood
John Trabert, 234 Mt Vernon Rd - Westwood
Stan Sliwa, 166 Cranburne Ln – Town Board rules of order

There were no further speakers from the public, therefore Deputy Supervisor Lavin moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 4-0. Public Expression was closed at 8:06 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2025-778

Getzville Fire Company Financing - Approval Resolutions

AGENDA ITEM : SEPTEMBER 15th, 2025

TO: **Town Board**

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

DATE: **September 9, 2025**

RE: **Getzville Fire Company Financing**
Renovation of Firehouse – Tax-Exempt Borrowing ($3.5M)
Approval Resolution and Supervisor Approval

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

WHEREAS, at its August 18th, 2025 Town Board meeting, the Town Board approved the appointment of a Hearing Officer (Travis Smith) for the purposes of this borrowing; and

WHEREAS, the Town Clerk posted the Notice of Public Hearing on the Town website on August 20th, 2025 to inform Town residents at least 7 days before the hearing date; and

WHEREAS, the fire company held a Public Hearing on August 28th, 2025; and

WHEREAS, the Hearing Officer has submitted a report to the Town Attorney's Office as required, which is attached hereto;

THEREFORE BE IT RESOLVED that in accordance with Section 147 and other sections and regulations under the Internal Revenue Code, the Town Supervisor does hereby approve the borrowing and obligation by Getzville Fire Company, Inc. from Five Star Bank and any other lender for the financing of its fire company improvements; and

BE IT FURTHER RESOLVED that the Town Board adopt the attached Resolution of the Town Board of the Town of Amherst and authorizing the Supervisor to execute the Approval of Borrowing By Elected Official Of Political Subdivision Contracting For Firefighting Service attached hereto.

SBB:NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* Agenda Item – September 15th, 2025)
Travis Smith, President, Getzville Fire Company (*w/attachment,* **Via E-Mail**)
Brad Pinsky, Esq., Counsel to Getzville Fire Company (*w/attachment,* **Via E-Mail**)
Mark Butler, Esq. (*w/attachment,* **Via E-Mail**)

9/15/2025
Consent

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

B. TOWN CLERK:

1. Resolution 2025-779

To Update the Town of Amherst and Town of Clarence Co-Sponsored Fire Districts Length of Service Award Program (LOSAP) Policy Manual

WHEREAS, the Town Boards of the Town of Amherst and the Town of Clarence have by appropriate resolutions and referendums in accordance with Article 11-A of the New York State General Municipal Law established a Length of Service Awards Programs (hereinafter referred to as LOSAP) in 1992 for the active volunteer fire fighters of the East Amherst and Swormville Fire Protection Districts; and

WHEREAS, the Sponsor's governing bodies are authorized by New York General Municipal Law Article 11-A to update the LOSAP policy manual; and

WHEREAS, the Town of Amherst and The Town of Clarence in consultation with East Amherst and Swormville Fire Protection Districts have identified the need to update the LOSAP Policy Manual to reflect changes to the programs since it was established in 1992. All of the changes to the programs have been previously approved in accordance with Article 11-A of the New York State General Municipal Law;

NOW THEREFORE BE IT RESOLVED, that the Town Boards of the Town of Amherst and the Town of Clarence in consultation with East Amherst and Swormville Fire Protection Districts hereby approve the updates to the LOSAP Policy Manual, as detailed in Exhibit A attached hereto; and

BE IT FURTHER RESOLVED, that the updated LOSAP Policy Manual shall be effective as of January 1, 2026, and all previous versions or policies are hereby superseded by this Resolution.

RESULT:	**WITHDRAWN**

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2025-780

Change Order No. 2; Hayes Construction Services Senior Center – Café Renovation TOA Project No. 2023-F-17.1; CRS-CMS No. 5250-4549 Account #: KP 2349.4972

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **decreases** the overall contract by $450.47.

Allowance funds (identified for unforeseen conditions) were not completely used, and the remaining funds will now be returned to the Town.

The overall project cost shall **decrease** funds used from account KP 2349.4972.

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

Thank you for considering this request.

9/15/2025
Consent

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

2. Resolution 2025-781

Geothermal Well Repair CRS #5785

WHEREAS, the Facilities/Building Maintenance Department received two (2) quotes to repair the geothermal well at Amherst Town Hall; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to award this contract to Willey Well Drilling, Inc. in the amount of $11,188.10; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Willey Well Drilling, Inc.; and

BE IT FURTHER RESOLVED, that approval is contingent on successful completion of the Contract Routing System. CRS #5785.

9/15/2025
Consent

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

3. Resolution 2025-782

Award of Bid - Amherst Veterans Memorial Capital Improvements Re: Award of Bid – CamCo General Contracting Inc – General Contract Amherst Veterans Memorial – Capital Improvements TOA Project No. 2023-H-6.1

On August 21, 2025, bids were received for the above referenced project. After a review of one (1) bid received (bid tabulation attached), we recommend award of this contract to

CamCo General Contracting Inc., 10994 Tinkham Rd, Darien NY 14040, in the amount of **$70,100.00**.

We conducted a de-scope meeting on September 5, 2025 with the contractor and find them to be a responsible bidder. The project scope includes base bid work for replacement of medallions to represent all six military forces, as well as Alternate #1 which replaces failing sealant through the memorial wall, as identified in the bid documents.

Funding for this contract shall be from the following accounts:

KP 2311.4972	43,214.92
KP 2229.4972	22,770.36
A 7110.4110	4,114.72
Total	70,100.00

Work is expected to be completed in early May of 2026. Thank you for considering this request.

9/15/2025
Consent

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

4. Resolution 2025-783

Change Order - 30 S. Cayuga Site Improvements Re: Change Order – Anastasi Trucking – General Contract 30 S. Cayuga – Exterior Site Stairs TOA Project No. 2023-F-16.3

Anastasi Trucking is currently under contract for a Construction project to add new site stairs at 30 S. Cayuga as well as replace portions of existing concrete sidewalk near Town Hall. At the Owner's request, an additional portion of concrete sidewalk replacement has been requested.

Funding for this contract shall be from account KP 2302.4972, and work is expected to be completed by the end of 2025.

Thank you for considering this request. CRS #5810.

9/15/2025
Consent

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2025-784

Budget Transfers and Amendments

For September 15, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 09/10/2025
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:***
G9000.4350 Sewer District- Chemicals $1,510.00	G9000.2130 Computer Equip $1,510.00

Requested per department.

See attached for full listing.
To reserve funds in the 2025 budget for shortfalls of necessary items such as sludge, chemicals, retirement, etc.

BUDGET AMENDMENTS – 2025

INCREASE:	***DECREASE***
N2440.02785 AMH HOME- PI $170.00	N2440.4000 Contractual $170.00

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

N2440.02785 AMH HOME- PI $32,373.69	N2440.4000 Contractual $32,373.69
N2454.02785 HOME Admin- PI $3,597.08	N2454.4003 10% Admin $3,597.08

To recognize Community Development program income from 107 Belvoir, Amherst.

N2450.02785 TON Rehab- PI $23,517.00	N2450.4000 Contractual $23,517.00
N2453.02785 TON Admin- PI $2,613.00	N2453.4003 10% Admin $2,613.00

To recognize Community Development program income from 110 Meadow, Tonawanda.

N2444.02785 CHEEK HOME- PI $38,988.90	N2444.4000 Contractual $38,988.90
N2449.02785 HOME Admin- PI $4,332.10	N2449.4003 10% Admin $4,332.10

To recognize Community Development program income from 31 Patton, Cheektowaga.

9/15/2025
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2025-785

Award Bid #2025030 Ovivo Clarifier Drive Replacement Units - CRS #5803

WHEREAS, the Contract Compliance and Administration Department received bids on August 14, 2025 for Ovivo Clarifier Drive Replacement Units; and

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

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

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Ovivo USA LLC, pending successful completion of the contract routing process due to the fact that the pricing provided is only valid thru September 28, 2025.

9/15/2025
Consent

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

2. Resolution 2025-786

Award NY State OGS Mini-Bid #2025034 for (1) Ford F-550 with Plow & Salter - CRS #5804

WHEREAS, the Contract Compliance and Administration Department issued Mini-Bid #2025034 through NYS OGS for the purchase of one (1) Ford F-550 with Plow & Salter for the Youth & Recreation Department; and

WHEREAS, the bid process resulted in a response from six (6) vendors as per the attached bid tabulation form;

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

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

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

9/15/2025
Consent

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

3. Resolution 2025-787

Award NY State OGS Mini-Bid #2025035 for (2) Ford F-350 with Plow - CRS #5805

WHEREAS, the Contract Compliance and Administration Department issued Mini-Bid #2025035 through NYS OGS for the purchase of two (2) Ford F-350 with Plow for the Youth & Recreation Department; and

WHEREAS, the bid process resulted in a response from six (6) 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 Van Bortel Ford; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Van Bortel Ford; and

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

9/15/2025
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2025-788

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

We Are Hereby Requesting Authorization to Have One (1) Fire Hydrant Installed at the Above Location.

During the Course of Construction Associated with the Above Referenced Project and in an Effort to Comply with All Fire Safety Codes, the Project is Required to Install One (1) Additional Fire Hydrant Onsite.

The Town Board Adopted a Resolution to Allow for the Installation of This Hydrant at the April 28, 2025 Board Meeting However, the Request Mistakenly Stated with Error that the Hydrant Would be Located in the Lease Managed Area with an Annual Fee of $160.80. This is Inaccurate as the Hydrant Would Actually be Located Within a Direct Service Area and Under the Lease Management Agreement with Erie County Water Authority, the Annual Maintenance Fee is $229.08.

A resolution from the Town Board is Required for Erie County Water Authority to Accept This Installation. The Town Shall Pay the Annual Maintenance Fee of $229.08 Per Fire Hydrant for a Total of $229.08.

May We Have Your Approval for the Installation of One (1) Additional Fire Hydrant?

Thank You for Considering This Request.

9/15/2025
Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2025-789

Holcim Quarries Purchase Order

We are respectfully requesting approval from the Town Board to direct the Comptrollers' Office to pay purchase order PO #25-20168 to Holcim Quarries in the amount of $10,072.23. The Amherst Highway Department inadvertently ordered only the Crusher 2 material in error ($3,436.66 as per attached) from Holcim Quarries which was not awarded to them. We have already used said material and currently we have been shut off purchasing any further materials from Holcim Quarries due to our error until this purchase order is paid in full. We thank you for your consideration.

9/15/2025
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2025-790

Recreation Attendant - PT/Senior Services

Please appoint a Recreation Attendant - PT to the Senior Services Department. Effective September 16, 2025, Temporary, $16.00 ph, Step 1 for Susan Kokinos.

9/15/2025
Consent

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

2. Resolution 2025-791

Recreation Attendant - PT/Youth & Recreation (3 Positions)

Recreation Attendant - PT/Youth & Recreation (3 Positions), Effective September 16, 2025, Temporary, $15.50 ph, Step 1 for Lauren Bakker, Madison Kelly and Jaycob Mann.

9/15/2025
Consent

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

3. Resolution 2025-792

Leave of Absence Without Pay/Police Department

Please authorize a Leave of Absence Without Pay for Military Duty to Jacob Wixom, Police Officer in the Police Department. Effective October 1, 2025 through January 6, 2026.

9/15/2025
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2025-793

Set the First of Two Public Hearings Required by the U.S. Department of Housing and Urban Development for the FY 2026 Community Development Annual Action Plan

WHEREAS, the Town is required to hold at least two public hearings for the Annual Action Plan, encompassing both the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) applications; and

WHEREAS, at least one public hearing must be held prior to the assembly of the draft Action Plan; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst sets October 27, 2025 for the first public hearing for the 2026 Annual Action Plan to solicit input on housing and community development needs and to review the current use of CDBG and HOME grant funds.

9/15/2025
Consent

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

2. Resolution 2025-794

Travel Request - NYS GIS Association Conference, GeoCon 2025 in Lake Placid, NY

Please approve the attached travel request for a Planning Department employee to attend the NYS GIS Association Conference, GeoCon 2025 in Lake Placid, NY from October 8-10, 2025 at an estimated cost not to exceed $1,225.00.

9/15/2025
Consent

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

3. Resolution 2025-795

To Authorize the Supervisor to Sign the HUD 2025 Community Development Block Grant Contract (CDBG) CRS #5801

WHEREAS, the Town has approved and submitted an Action Plan delineating the use of Community Development Block Grant funds (CDBG) for Fiscal Year 2025 (April 1, 2025 to March 31, 2026) to address housing and community development needs identified in the 5-Year Consolidated Plan; and

WHEREAS, the US Department of Housing and Urban Development (HUD) has approved the Town's 2025 Annual Action Plan and budget, now, therefore, be it

RESOLVED that the Amherst Town Board hereby authorizes the Supervisor, as official representative of the Town in submitting the Action Plan and amendments thereto, all understandings and assurances contained therein, to execute the CDBG contract with the Department of Housing and Urban Development subject to satisfactory completion of the contract routing system.

9/15/2025
Consent

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

4. Resolution 2025-796

To Authorize the Supervisor to Sign the HUD 2025 HOME Investment Partnership Program Contract (HOME) CRS #5802

WHEREAS, the Town has approved and submitted an Action Plan delineating the use of Home Investment Partnerships Program funds (HOME) for Fiscal Year 2025 (April 1, 2025 to March 31, 2026) to address housing and community development needs identified in the 5-Year Consolidated Plan; and

WHEREAS, the US Department of Housing and Urban Development (HUD) has approved the Town's 2025 Action Plan and budget, now, therefore, be it

RESOLVED, that the Amherst Town Board hereby authorizes the Supervisor, as official representative of the Town in submitting the Action Plan and amendments thereto, and all understandings and assurances contained therein, to execute the HOME contract with the Department of Housing and Urban Development subject to satisfactory completion of the contract routing system.

9/15/2025
Consent

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

Q. POLICE:

1. Resolution 2025-797

Town Wide Piggybacking Contract Approval through PEPPM TD Synnex Corporation (CRS #5807)

TOWN BOARD AGENDA ITEM : SEPTEMBER 15, 2025

TO: **Town Board**

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

RE: **Town Wide Piggybacking Contract Approval through PEPPM TD Synnex Corporation (CRS #5807)**

Kindly adopt a resolution authorizing the Supervisor to execute a town wide piggyback agreement between the Town of Amherst and TD Synnex Corporation with regard

to the above-entitled matter. Approval of this agreement is pending the successful completion of the Contract Routing Process.

Thank you.

SPC: msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: September 15, 2025)**

RESULT:	**WITHDRAWN**

R. SENIOR SERVICES:

1. Resolution 2025-798

Travel Authorization

We respectfully request Town Boards approval for the Supervisor to sign the Travel authorization for a staff person to attend a conference out of state. No fees will be paid out of the Town's budget.

9/15/2025
Consent

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

S. SEWER/PLANT 16:

1. Resolution 2025-799

WPCF – Replacement of Intercom and Camera Server with Additional Work and Equipment Digital Surveillance Solutions, Inc. CRS - 5294

The WPCF is requesting Town Board approval for the attached quotes # DSSQ5969, DSSQ5631, and DSSQ5980-01 totaling $17,169.53. These quotes will allow the WPCF to replace the front gate intercom, replace the camera server in Process Control and the network switch in Structure 39, recalibrate the radars, repair a camera in Building 1, as well as purchase an additional camera. This agreement will be valid from date of execution by the Town of Amherst through December 31, 2025.

Funds for this request are available in G9916-2600.

Thank you for considering this request.

9/15/2025
Consent

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

2. Resolution 2025-800

Telemetry at Tonawanda Creek & Ellicott Creek – Joint Funding Agreement U.S. Geological Survey CRS - 5808

The Engineering Department is requesting Town Board approval and permission for the Supervisor to sign the above referenced Joint Funding Agreement. This agreement is for the operation and maintenance of the gaging stations with telemetry at Ellicott Creek below Williamsville (04218518) and Tonawanda Creek Rapids (04218000). The term of this agreement is October 1, 2025 to September 30, 2026. The gaging stations are used by the Town for flood studies, and also to forecast the possibility of impending flooding. The water level monitors located in Ellicott Creek and Tonawanda Creek are extremely beneficial and necessary for our town's flood monitoring. The Town of Amherst's share for the upcoming term will be $18,666.00 and the Town of Clarence's will be $792.00. U.S. Geological Survey contributions for this agreement are $3,713.00 for a combined total of $23,171.00.

Funds are available in Account H-8000-4110.

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

Thank you for considering our request.

9/15/2025
Consent

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

T. YOUTH AND RECREATION:

1. Resolution 2025-801

Authorize Supervisor to Sign JCI Jones Chemical Inc Contract Extension - CRS #5493/5792

WHEREAS, BID #2025013 Youth & Recreation Department allows for the contract to be extended for a period of six (6) months at the same terms and conditions; and

WHEREAS, The Youth & Recreation Department is requesting approval for the extension of the contract under Resolution 2025-481 from 11/11/2025 through 05/11/2026.

This contract is subject to the Contract Routing System (CRS #5493/5792) extension and the approval of the Town Attorney.

9/15/2025
Consent

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

2. Resolution 2025-802

Child Day Care Services Agreement - CRS #5782

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and Erie County Department of Social Services allowing the Town to receive reimbursement for the provision of child day care services for the 2025-2026 School year, pending successful completion of the Contract Routing System process.

9/15/2025
Consent

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

3. Resolution 2025-803

North Forest Tennis Courts Lighting Upgrade - CRS #5791

Authorize the Supervisor to sign an Energy Initiative Agreement between the Town of Amherst (Youth & Recreation Department) and National Grid. This Energy Initiative Agreement is in connection with a lighting upgrade at the North Forest Tennis Courts. A waiver of insurance requirements is requested as this is a reimbursement only contract and National Grid will not enter the premises. Installation will be performed by Town Employee's.

9/15/2025
Consent

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

4. Resolution 2025-804

30 South Cayuga Lighting Upgrade - CRS #5794

Authorize the Supervisor to sign an Energy Initiative Agreement between the Town of Amherst (Youth & Recreation Department) and National Grid. This Energy Initiative Agreement is in connection with a lighting upgrade at 30 South Cayuga property. A waiver of insurance requirements is requested as this is a reimbursement only contract and National Grid will not enter the premised. Installation will be performed by Town Employee's.

9/15/2025
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2025-88

Graythorne Bd. of Mgrs Letter Re: Traffic Safety Concern at Main Street, Stonham Way & Tech Drive

Letter from Greythorne Board of Managers regarding traffic safety concerns in the area regarding additional traffic generated by the ECC North Sports Playing Field Project.

9/15/2025
Referred to Engineering and Traffic & Safety

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

2. Communication 2025-89

Notice of Claim: John Fletch, as Parent & Natural Guardian of D. F., an Infant Vs. Town of Amherst Et Al.

9/15/2025
Referred to Town Attorney

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

3. Communication 2025-90

Notice of Claim: Kevin Maria, Individually and as Parent and Natural Guardian of Aspen Maria, an Infant Vs. Town of Amherst Et Al.

9/15/2025
Referred to Town Attorney

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

4. Communication 2025-91

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

9/15/2025
Referred to Town Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

1. Resolution 2025-805

Private Improvement Permit No. 3137 Sanitary Sewer – Sawyers Landing (50 Dodge Road) 2005.008C/SP-2021-05

Attached please find an application for a Sanitary Sewer Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $40,340.50.

We are sending three (3) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $35,500.00 which will be held in escrow to cover the inspection costs, and one in the amount of $4,960.50 to cover the televising cost and to be deposited in the SS District account G9000-02377.

At this time, we are asking for your approval of the application for PIP No. 3137.

Thank you for considering this request.

9/15/2025
Consent

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

2. Resolution 2025-806

Private Improvement Permit No. 3138 Waterline – Sawyers Landing (50 Dodge Road) 2005.008C/SP-2021-05

Attached please find an application for a Waterline Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $47,950.00.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $47,800.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3138.

Thank you for considering this request.

9/15/2025
Consent

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

3. Resolution 2025-807

Public Improvement Permit No. 3139 Paving & Curbing – Sawyers Landing (50 Dodge Road) 2005.008C/SP-2021-05

Attached please find an application for a Paving & Curbing Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $15,150.00.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $15,000.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3139.

Thank you for considering this request.

9/15/2025
Consent

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

XVII. SUSPENSION OF RULES

Deputy Supervisor Lavin moved to open Suspension of Rules to bring forth 1 unlisted item. The motion was seconded by Councilmember Szukala and unanimously approved 4-0. Suspension of Rules was opened at 8:08 PM.

There being no further business requiring Suspension of Rules, Deputy Supervisor Lavin moved to close, seconded by Councilmember Berger and unanimously approved 4-0. Suspension of Rules was closed at 8:10 PM.

1. Resolution 2025-808

Directive to Pay Outstanding Invoices - SHI International Corp.

TOWN BOARD SUSPENSION ITEM: SEPTEMBER 15, 2025

TO: **Town Board**

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

DATE: **September 15, 2025**

RE: **Directive to Pay Outstanding Invoices**
SHI International Corp.

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

WHEREAS, the Town of Amherst Police Department used grant funding to purchase public safety dispatch equipment and computer equipment from SHI International Corp., utilizing the PEPPM contract on July 31, 2025, August 4, 2025, August 5, 2025 and August 19, 2025; and

WHEREAS, SHI International Corp., who is the authorized reseller under said PEPPM contract, fulfilled these orders in a timely manner; and

WHEREAS, at the directive of the Contract Compliance Department, the Police Department attempted to enter into a piggybacking contract with the distributor of these items, TD Synnex, with no success and therefore the invoices have remained unpaid; and

THEREFORE BE IT RESOLVED, that the Town Board direct the Police Department and the Comptroller's Office to pay these invoices from SHI International Corp., that remain outstanding no later than September 30, 2025 as per the grant guidelines for these funds.

SPC:msl
C: Tim Koller, Deputy Town Clerk (**Agenda Item: September 15, 2025**)

9/15/2025
A motion to approve was made by Councilmember Szukala, seconded by Councilmember Berger and unanimously approved 4-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Szukala, Councilmember
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Lavin, Berger, Szukala, Marinucci
ABSENT:	Kulpa

XVIII. PUBLIC EXPRESSION #2

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 Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 4-0. Public Expression was opened at 8:10 PM.

The following speakers addressed the Town Board:
Chris Drongosky, Mill St – Westwood expense
Stan Sliwa, 166 Cranburne Ln – Town Board rules of order
Tom Frank, 5403 Main St - Westwood
Mary Dormer, Getzville – Amherst Central Park
Matt Plunkett, 299 Northill Dr – Resolution 2025-789
Dave Howard, 194 Roycroft Blvd – Amherst Central Park & Town speed limits

There were no further speakers from the public, therefore Deputy Supervisor Lavin moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 4-0. Public Expression was closed at 8:22 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Deputy Supervisor Lavin moved to adjourn, seconded by Councilmember Berger and unanimously approved 4-0. The Town Board meeting of September 15, 2025 was adjourned at 8:22 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30876 **RESOLUTION 2025-776** **ADOPTED**

Adoption of Local Law Amending Chapter 4 of the Town of Amherst, Administration of Government

AGENDA ITEM : SEPTEMBER 15th, 2025

TO: **Town Board**

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

DATE: **September 9, 2025**

RE: **A Local Law Amending Chapter 4, Article 4 of the Code of the Town of Amherst, Administration of Government**

The above-referenced matter is scheduled for a Public Hearing on September 15, 2025 at 7:00 p.m. In this regard, kindly adopt a resolution authorizing the adoption of the attached Local Law.

Thank you.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* Agenda Item – September 15, 2025)

9/15/2025
A motion to open the public hearing was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was opened at 7:03 PM.

Robert McCarthy, Director of Human Resources, presented.

The following residents spoke:
Jane Cox, 4584 Harlem Rd
Matt Plunkett, 299 Northill Dr
John Trabert, 234 Mt Vernon Rd
Joe Voytovich, 35 Bucyrus Dr
Stan Sliwa, 166 Cranburne Ln

There were no further speakers from the public, therefore Deputy Supervisor Lavin moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was closed at 7:21 PM.

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

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

Attachment: FINALLocal Law (RES-2025-776 : Adoption of Local Law Amending Chapter 4 of the Town of Amherst, Administration of

LOCAL LAW NO.___ -2025

TOWN OF AMHERST

COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Amending Chapter 4 of the Code of the Town of Amherst, Administration of Government

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

Section 1. Title.
This Local Law shall be referred to as, "A Local Law Amending Chapter 4 of The Code Of The Town of Amherst, Administration of Government."

Section 2. Purpose
The purpose of this Local Law shall be to amend Chapter 4 of the Code of the Town of Amherst to include the Facilities Department.

Section 3.
Section 4-13 of Article IV of Chapter 4 of the Code of the Town of Amherst is amended as follows:

Article IV
Central Management Departments

§ 4-13 **Designation of departments.**
[Added 1-3-2017 by L.L. No. 1-2017; 7-17-2017 by L.L. No. 18-2017; 12-11-2017 by L.L. No. 25-2017]

The following are designated and shall function as central management departments:

A. The Personnel Department.

B. The Planning Department.

C. Department of Contract Compliance.

D. Department of Economic Development.

E. Facilities Department.

~~Strikethrough~~ = Deleted language; Underline = Added language

Section 4.
Article IV of Chapter 4 of the Code of the Town of Amherst is hereby further amended to create a new section, Section 4-18 as follows:

§ 4-18 **Facilities Department**

A. Definitions. As used in this section, the following terms shall have the meanings indicated below:

(1) **DIRECTOR** – The head of the Facilities Department shall be known as the Director of Facilities.

(2) **TOWN FACILITIES** – Any buildings situated in the Town of Amherst that are Town-owned or Town-leased.

B. The Facilities Department shall have full responsibility for, including but not limited to, the following:

(1) Developing and implementing all major department operating policies, procedures and programs including all major improvements to Town facilities.

(2) Overseeing and maintaining capital budgets and operating budgets of Town facilities.

(3) Managing capital projects in conjunction with and with the assistance of the Engineering Department from development through construction, including bidding, hiring, and overseeing contractors.

(4) Developing and implementing a skilled trades group which will result in cost savings to the Town to effectuate fiscal sustainability.

(5) Developing and overseeing emergency planning, life, and safety contracts.

(6) Developing operational and capital budgets for the department, including approval of all departmental purchases.

(7) Supervising the hiring, evaluation, and termination of employees of the Facilities Department.

(8) Overseeing contractors and vendors to ensure proper procedures are followed in and at Town Facilities.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: FINALLocal Law (RES-2025-776 : Adoption of Local Law Amending Chapter 4 of the Town of Amherst, Administration of

(9) Preparation and management of the execution of project bids, negotiations, and financial reports and/or audits.

(10) Collaboration with town/village officials, administration, contractors, and consultants.

(11) Advising in the planning and execution of building and equipment maintenance projects upon determining if a need exists.

(12) Developing departmental policies, procedures, building contracts, and management systems.

(13) Managing the inspection of Town Facilities to ensure life, safety, and welfare.

(14) Monitoring expenses and approving all purchase orders within departments.

(15) Managing construction projects, including all major improvements to Town facilities.

(16) The Director of Facilities or the Director's designee(s) under the supervision of the Director, shall be charged with exercising the planning, construction, alteration, repair and maintenance of all Town facilities. He or she shall also exercise such other powers and perform such other duties as may be conferred or imposed by the Director by any provision of this act or by ordinance or any general law.

Section 5. Effective Date

This Local Law shall take effect immediately and be filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 and 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

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

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: FINALLocal Law (RES-2025-776 : Adoption of Local Law Amending Chapter 4 of the Town of Amherst, Administration of

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30895 **RESOLUTION 2025-777** **TABLED**

SEQR Determination (2577 Millersport Highway, Z-2025-02)

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

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 2577 Millersport Highway and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

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

9/15/2025
Deputy Supervisor Lavin made a motion to table, seconded by Councilmember Berger and unanimously approved 4-0.

9/30/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0.

FINANCIAL IMPACT:

None

RESULT:	**TABLED [UNANIMOUS]**	**Next: 9/30/2025 7:00 PM**
MOVER:	Shawn Lavin, Deputy Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Lavin, Berger, Szukala, Marinucci	
ABSENT:	Kulpa	

Attachment: Z-2025-02_TB_Neg_Dec_09152025_Amended (RES-2025-777 : SEQR Determination - 2577 Millersport Highway, Z-2025-02)

Amended D R A F T (9/15/25)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2025-02

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

Date:

This notice is issued pursuant to Part 617 and Local Law #3-82, as amended, of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant adverse effect on the environment.

Title of Action: Rezoning Request.

SEQR Status: Unlisted action.

Description of Action: Rezoning 1.41± acres of land from Neighborhood Business District (NB) to General Business District (GB) to allow the petitioner to redevelop an existing vacant commercial restaurant building into a quick-service drive-through

Location: 2577 Millersport Highway, Town of Amherst, Erie County, New York

Petitioner: Jeffrey Palumbo, Esq.

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Short Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Based on the results of the EAF Part 2 and compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 1.41± acres of land from Neighborhood Business District (NB) to General Business District (GB) for a proposed quick-service drive-through will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on June 3, 2025 reviewed the application and EAF submitted on May 16, 2025, and had no objection or comments on the proposed rezoning. The proposed alterations to the site will require a subsequent site plan approval, at which time the applicant will be required to deign to meet the state's requirements for storm water management.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. A Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met including the reclamation of any paved areas back to green space.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on May 20, 2025 and Zoning Enforcement Officer on June 6, 2025 reviewed the application and EAF submitted on May 16, 2025, and has no objection or comments on the proposed rezoning.

4. ~~The project is not within an area identified by the State as potentially containing significant cultural or archeological resources, nor will it impair the character or quality of important historical resources.~~

   The project is within an area identified by the State as having potential archaeological or historical significance. However, the site has been previously disturbed, therefore, the project will not impair the character or quality of important historical resources. Any application that would propose further disturbance of the site beyond that previously disturbed will require concurrence from the New York State Office of Parks Recreation and Historic Preservation that there will not be a significant impact on cultural or historical Resources.

Attachment: Z-2025-02_TB_Neg_Dec_09152025_Amended (RES-2025-777 : SEQR Determination - 2577 Millersport Highway, Z-2025-02)

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from the Neighborhood Business District (NB) to General Business District (GB) . Neighboring uses are an auto dealership, commercial retail, and single-family homes and are zoned CS, GB, NB, and R-3 respectively; therefore, the project is consistent with surrounding land use.

6. The proposed rezoning to General Business (GB) for a proposed commercial dining establishment with quick-service drive-thru will not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to General Business (GB) for a proposed commercial dining establishment with quick-service drive-thru will not create any hazard to human health. The Fire Chief's Association on June 18, 2025, reviewed the rezoning request and supporting documentation and has no objection to or adverse comments on the proposed rezoning.

8. The rezoning to General Business District (GB) will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The proposed commercial dining establishment with quick-service drive-thru will be consistent with the scale and intensity of the surrounding commercial land uses.

9. The rezoning to General Business District (GB) for the proposed commercial dining establishment with quick-service drive-thru will not significantly increase the number of people using the site over its previous level of use.

10. Review by the Town Traffic/Safety Board on May 23, 2025 and NYSDOT on June 18, 2025 indicate that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on May 20, 2025, Engineering on June 3, 2025, Highway on May 22, 2025, Traffic/Safety Board on May 23, 2025, Assessor on May 21, 2025, Fire Chiefs' Association on June 18, 2025, Zoning Enforcement Officer on June 6, 2025, and Right-of-Way Agent on May 21, 2025 along with outside agencies including Erie County Department of Environment & Planning on May 20, 2025, and New York State Department of Transportation on June 18, 2025. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

Attachment: Z-2025-02_TB_Neg_Dec_09152025_Amended (RES-2025-777 : SEQR Determination - 2577 Millersport Highway, Z-2025-02)

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

_____ _____
James Quinn & Assistant Planner date

_____ _____
Brian J. Kulpa, Supervisor date

SM/JQ/bf
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_TB_Neg_Dec_09152025_Amended.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDOT
Jeffrey D. Palumbo, Block, Longo, LaMarca & Brzezinski, PC, 9276 Main St., Ste. 3, Clarence, NY 14031
Patrick Sheedy, JR., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203
Jonathan Bevilcaqua, Bevilacqua Development, 9332 Transit Road, East Amherst, NY 14051

Attachment: Z-2025-02_TB_Neg_Dec_09152025_Amended (RES-2025-777 : SEQR Determination - 2577 Millersport Highway, Z-2025-02)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30781 **RESOLUTION 2025-702** **TABLED**

Adoption of Local Law to Amend the Zoning Map (2577 Millersport Highway, Z-2025-02)

DRAFT RESOLUTION
October 14, 2025

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of August 18, 2025 that the proposed General Business District (GB) zoning at 2577 Millersport Highway is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map subject to the following conditions as recommended by the Planning Board:

1. That deed restrictions be filed that provide and maintain greenspace and landscape buffers measuring 25 feet along the adjacent residential zoning to the east and south of the subject site.

8/18/2025
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 7:06 PM.

Attorney Jeffery Palumbo presented.

The following individual spoke:
Melissa Semidey Finley, Esq. on behalf of the Collins Court Neighborhood

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the September 15th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:19 PM.

9/15/2025
Deputy Supervisor Lavin made a motion to table, seconded by Councilmember Szukala and unanimously approved 4-0.

9/30/2025

Deputy Supervisor Lavin made a motion to adjourn to the October 14th meeting, seconded by Councilmember Berger and unanimously approved 4-0.

10/14/2025

Supervisor Kulpa made a motion to adjourn to the October 27th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**TABLED [UNANIMOUS]**	**Next: 9/30/2025 7:00 PM**
MOVER:	Shawn Lavin, Deputy Supervisor	
SECONDER:	Michael Szukala, Councilmember	
AYES:	Lavin, Berger, Szukala, Marinucci	
ABSENT:	Kulpa	

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

Town Board Agenda of August 18, 2025

August 8, 2025

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

Subject: Request to rezone 1.41± acres of land from Neighborhood Business District (NB) to General Business District (GB); property located at 2577 Millersport Highway, Jefferey Palumbo Petitioner. (**Z-2025-02**).

Honorable Members:

The subject property is a 1.41± acre trapezoidal parcel that has 191.24± ft of frontage along Millersport Highway and a depth of 468.59± ft. The property is located on the East side of Millersport Highway approximately 180± feet north of the intersection of Campbell Boulevard/Stahl Road/Millersport Highway.

Millersport Highway is a New York State highway, designated as a major arterial in Figure 9 of the Town of Amherst Bicentennial Comprehensive Plan.

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

The purpose of this request to allow the petitioner to redevelop an existing vacant commercial restaurant building into a quick-service drive-through restaurant.

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

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

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

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

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

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Honorable Town Board

Rezone 1.41± acres of land from NB to GB;
property located at 2577 Millersport Highway
Agenda of August 18, 2025

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The mixed nature of the surrounding development indicates that the proposed commercial dining with quick-service drive-thru would be a compatible use at this location. The site is situated adjacent to an auto dealership located to the north and to the west zoned Commercial Services District (CS), General Business (GB), and New Community District (NCD). To the south is commercial retail zoned NB. To the east is a single-family subdivision zoned residential District Three (R-3). The existing building is proposed to be redeveloped to include a 13-car drive-thru stacking lane with landscape screening along the south and west property lines.

ADEQUATE SERVICES AND UTILITIES

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

RECOMMENDATION

The Planning Board at their meeting of June 26, 2025 held a public hearing on the subject rezoning request and recommended that the Town Board find that pursuant to Local Law #3-82, as amended, the requirements of SEQR have been completed and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved subject to a condition that the easterly proposed green space remain as a greenspace buffer in perpetuity. The limits of the buffer were not quantified by the Board and should be established if the condition is imposed. It is this departments recommendation that a minimum of a 50foot buffer be established and that it be deed restricted to greenspace and landscaped area only.

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

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/JQ/ac
Att.
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_TB_Letter_08182025.docx
cc: Steven B. Bengart, Town Attorney
Jeffrey D. Palumbo, Esq., Block, Longo, LaMarca & Brzezinski, PC, 9276 Main St., Ste. 3, Clarence, NY 14031
Patrick Sheedy, JR., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203
Jonathan Bevilacqua, Bevilacqua Development, 9332 Transit Road, Suite B, Amherst, NY 14051

Planning Board Approval June 26, 2025
Ayes 4; Noes 1 (Gill); Absent 2 (Kahn, Raffaele)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2025-02

PETITIONER

Bevilacqua Development
c/o Jeffery Palumbo, Esq.
Block, Longo, LaMarca & Brzezinski, P.C.
9276 Main Street, Suite 3
Clarence, NY 14031

PROPERTY LOCATION

2577 Millersport Highway

JUL 3 2025 AM

WHEREAS the Town of Amherst Planning Board on Thursday, June 26, 2025 held a public hearing on the proposed rezoning of land from Neighborhood Business District (NB) to General Business District (GB), and

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

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

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

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

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

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

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

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

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

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

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2025-02

PETITIONER	PROPERTY LOCATION
Bevilacqua Development	2577 Millersport Highway

JUL 3 2025 AM 4

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the rezoning request be approved, subject to the easterly proposed green space remaining as a greenspace buffer in perpetuity.

The foregoing resolution was adopted by the Town of Amherst Planning Board, June 26, 2025; moved by Penberthy; seconded by Davis; ayes 4; noes 1 (Gill); absent 2 (Kahn, Raffaele).

Michael J. Chmiel, Planning Board Chair

7/2/25
Date

DU/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_resolution_06262025.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Jeffery Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

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

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department _____ ACCEPTED BY DATE

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

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

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

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: Jeffery D. Palumbo, Esq. for Bevilacqua Development, LP

Address: 9276 Main Street, Suite 3

Clarence (City) NY (State) 14031 (Zip Code)

Phone: (716) 317-0629 Fax (716) 854-0059

E Mail: jpalumbo@blockandlongo.com

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

From: Neighborhood Business (NB) District

To: General Business (GB) District

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

2577 Millersport Hwy, Amherst, NY 14068

SBL #: 41.15-1-18

4. **Area of land to be rezoned** (in acres): 1.41 acres

5. **Owner of Land:**

Name: ANTHONY J SCIOLI III

Address: 115 Golden Pheasant Dr .

Getzville (City) NY (State) 14068 (Zip Code)

Phone: (716) 433-4747

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

Name: Jeffery D. Palumbo, Esq.

Address: 9276 Main Street, Suite 3

Clarence (City) NY (State) 14031 (Zip Code)

Phone: (716) 317-0629 Fax

E Mail: jpalumbo@blockandlongo.com

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

7. **Petitioner's interest in property**

X Option to purchase
_____ Owner
_____ Other (explain) _____

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

9. **Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.** See Exhibit A (Survey)

10. **Said property has the following deed restrictions or covenants:** (attach copy)
Liber _____ Page _____

11. **Information on proposed project:**

A. Description of the character of the proposed development:
A modern, quick-service coffee restaurant serving customers in both an indoor cafe area and via a drive-through. The coffee restaurant will utilize the existing building footprint and add a drive-through lane with order board. Significant vegetative screening is planned as a buffer for surrounding properties.

B. Rationale for rezoning request:

1. Why was this site chosen? (1) Prime location on a major thoroughfare (2) Suitability for quick-service coffee with drive-through. The business model depends on the ability to serve customers rapidly during peak morning hours. (3) Consistency with surrounding commercial development with drive-thrus; (4) Existing restaurant use on the site

2. Why cannot land be used with the existing zoning?
Drive-thrus are not permitted in the NB zoning district, despite the site's close proximity to the GB District directly across Millersport Hwy and to another drive-thru at Burger King less than 500 feet away, also located in the NB district.

3. How will this rezoning impact surrounding properties? Positively, as it will provide additional options for amenities to a commercial area and create jobs. Any impacts resulting from the new land use are mitigated by screening and by its similarity to neighboring uses.

4. How will this rezoning impact the school system? Increase tax revenue, no increase in demand on the school system.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

12. Quantitative Data:

A. Total # of dwelling units: 0

B. Distribution of dwelling units by type: N/A

C. Gross Residential Density per acre: N/A

D. Total amount of Open Space: 0.5 acres +/-

E. Proposed Non-Residential Floor Area: 3,100 sq. ft.

13. Development Schedule:

Start: Q3 2025

Finish: Q4 2025

Stages (# of): 1

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

The quick-serve coffee restaurant will be sold or leased to the final operator.

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

The 30-foot green space buffer on the east end of the parcel, which will be improved with additional landscaping, is required to remain in place by a prior condition of approval.

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

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

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

Please comprehensive plan consistency statement attached hereto as Exhibit B.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

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

   Cite all text, maps, or figures that must be amended to support the proposed zoning at this location (attach pages as necessary) and provide detailed suggested amendments.
   None in the Comprehensive Plan. The Zoning Map will need to be amended.

3. State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:
   See consistency statement attached hereto as Exhibit B.

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

1. Sanitary Sewer Available on site.
2. Storm Sewer/Drainage Available on site.
3. Water Available on site.
4. Other

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:
The proposed zoning and land use are in harmony with the surrounding land commercial uses, several of which also include restaurants and drive-thrus, and in harmony with the GB district directly across Millersport Hwy.

D. Suitability of the subject property for uses permitted by the current versus the proposed district: While previously utilized successfully as a restaurant under the current NB (Neighborhood Business) zoning, operating a competitive quick-service restaurant at this location now requires a drive-through due to market trends, indicating the property's functional suitability aligns better with the uses permitted in the GB district.

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:
The proposed rezoning facilitates the revitalization of this existing commercial property, allowing a use better aligned with evolving commercial market trends along a major thoroughfare. This aligns with the Town's Comprehensiv Plan objectives to encourage reinvestment in older commercial corridors and redevelop underutilized properties for economically viable purposes, thereby helping to maintain a strong commercial base. (Section 3.3.2)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

17. The petitioner encloses herewith the sum of $ 1,265 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

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

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

Signature of Petitioner

Subscribed and sworn to before me this 16 *day of* May, 20 25

Notary Public, Erie County, New York

TRACY A. MURRAY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MU5077295
Qualified in Genesee County
Commission Expires May 5, 20 27

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

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

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

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

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

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

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

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
Proposed Drive-Thru

Project Location (describe, and attach a location map):
2577 Millersport Highway [SBL: 41.15-1-18]

Brief Description of Proposed Action:
Proposed rehabilitation of the existing 3,000 sf restaurant building on site to include the installation of a drive-thru with associated site improvements including removal of the rear parking area to accommodate the drive-thru lane.

Name of Applicant or Sponsor:	Telephone: 716-691-7444
Bevilacqua Development, L.P.	E-Mail: jbevilacqua@bdvlp.com

Address:
9332 Transit Road, Suite B

City/PO:	State:	Zip Code:
East Amherst	NY	14051

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: ECDOH	☐	☑

3. a. Total acreage of the site of the proposed action? 1.4 acres
   b. Total acreage to be physically disturbed? 0.3 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.4 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations? [a restaurant is a permitted use, a restaurant with drive through is not in the NB zoning district. Refer to variance application]	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: _____	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☐	☑

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____	☐	☑

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☑

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional
☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☑
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☑
If Yes, briefly describe: stormwater runonff is conveyed to the existing storm sewer system on site, which ultimately connects to the public storm sewer on Millersport Hwy		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	☑	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Patrick Sheedy Jr, PE - Carmina Wood Design Date: 11/27/24

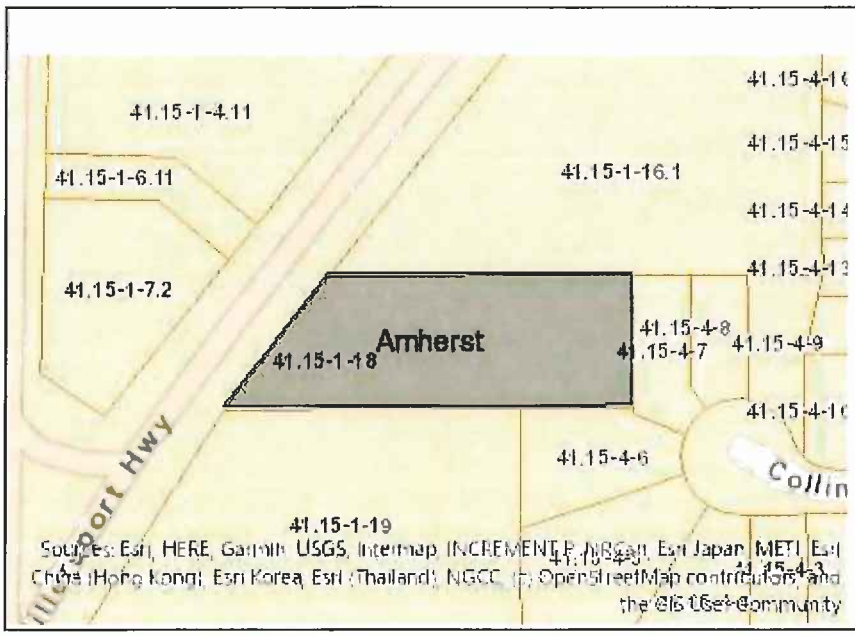
Signature: Title: engineer on behalf of the applicant

PRINT FORM

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EAF Mapper Summary Report

Wednesday, November 27, 2024 12:13 PM



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



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TOWN OF AMHERST ATTACHMENT
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM

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

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

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

_____ Geotechnical report attached ✔ Not applicable

3. Is your property located: On Youngs Road between Dodge and Klein Roads? ☐ Yes ☑ No
On Wehrle Dr. between Spindrift Dr. and Oakwood Rd? ☐ Yes ☑ No

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

4. Are there alternative locations on the site for this project? ☐ Yes ☑ No

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
1.4 acres [2577 Millersport Hwy]

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

Describe_____

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

7. Maximum number of vehicular trips to be generated per hour upon completion of project 51
Source: ITE trip generation

8. Will blasting occur during construction? ☐ Yes ☑ No

9. Does the project propose to connect and be tributary to the public sanitary sewer system? ☑ Yes ☐ No

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:

1,375 average flow 6,050 peak flow.

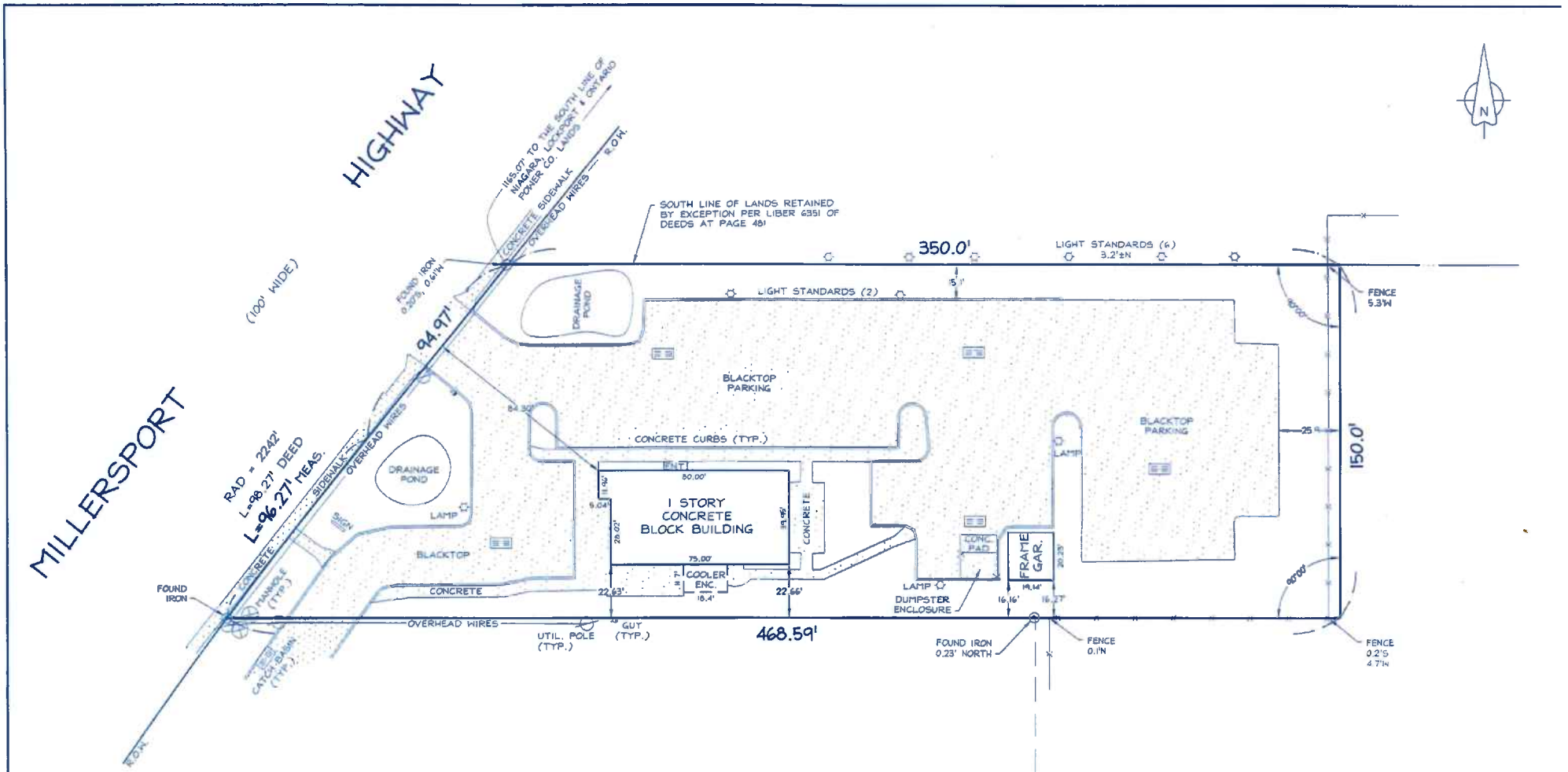
(Please note that average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT A

BOUNDARY SURVEY



84 Sweeney Street, Suite C-13 North Tonawanda, NY 14120
Phone: (716) 692-0800 fax: (716) 389-0491 www.nussclarke.com

NUSSBAUMER & CLARKE, INC.
ENGINEERS AND SURVEYORS
EST. 1933

Successors to the records of James L. Shisler, Land Surveyor

Successors to the records of Graf Land Surveyors

BOUNDARY SURVEY
No. 2577 Millersport Highway
Part of Lot 63, Township 12, Range 7
Holland Land Company's Survey
Town of Amherst
County of Erie, State of New York
Date of Survey: 9/16/20214 SBL No. 41.15-1-18

Project No.: 24J4-0336
Scale: 1" = 40'

John F. Raimondo, P.L.S.

THIS MAP IS NOT VALID WITH AN AFFIDAVIT OF NO CHANGE
NO IRONS SET OR FOUND AT PROPERTY CORNERS UNLESS NOTED HEREON.

This survey was prepared without the benefit of an abstract of title and is subject to any state of facts that may be revealed by an examination of such.

Unauthorized alterations or additions to any survey, drawing, design, specification, plan or report is a violation of section 7209, provision 2 of the New York State Education Law.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map -

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT B

COMPREHENSIVE PLAN & ZONING CONSISTENCY STATEMENT

Block, Longo, LaMarca
& Brzezinski, P.C.
ATTORNEYS | SINCE 1933

9276 Main Street, Ste. 3
Clarence, NY 14031
P (716) 320-3150
F (716) 854-0059

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

MEMORANDUM

TO: Members of the Amherst Planning Board

FROM: Jeffery D. Palumbo, Esq.

DATE: May 9, 2025

RE: Comprehensive Plan & Zoning Consistency Statement
Rezoning 2577 Millersport Hwy from NB to GB

I. Consistency with the Comprehensive Plan

The proposed rezoning of the property at 2577 Millersport Highway from Neighborhood Business (NB) to General Business (GB) is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan (the "Plan"). The Plan is intended as a policy guide for managing growth and change, including rezoning requests, and explicitly aims to achieve **revitalized older neighborhoods and commercial corridors** (Section 2.3, Page 2-6) (Section 3.2, Page 3-4) (Section 11.2, Page 11-3). A key objective of the Land Use and Development Element is to **advance the redevelopment and revitalization of underutilized, obsolete, and vacant properties for economically viable uses** (Section 3.2, Policy 3-9, Page 3-16).

The former owner of the facility, previously a Nina's Custard restaurant without a drive-through, has stated in his letter to the ZBA dated March 19, 2025 (attached hereto as **Exhibit 1**), that the property is functionally obsolete as a quick-service restaurant without a drive-through due to market trends. The proposed GB zoning, permitting a quick-service restaurant with a drive-through as of right, aligns with the Plan's intent to enable **reinvestment and economically viable uses** on existing commercial sites (Section 3.2, Policy 3-9, Page 3-16) (Section 11.4, Page 11-9), thereby contributing to the Town's strong commercial base by helping to sustain the nonresidential tax base (Section 5.0, Overview, Page 5-1) (Section 11.4, Page 11-9). Policy 3-15 explicitly states that **rezonings should help implement Comprehensive Plan policies, such as advancing the revitalization of underutilized or obsolescent properties** (Policy 3-9). While the Plan references areas along Millersport Highway, its broader goals for revitalizing commercial corridors (Section 2.3, Page 2-5) (Section 3.2, Page 3-4) and enabling economically viable uses on underutilized properties (Section 3.2, Policy 3-9)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

support the proposed zoning change at this location on a major commercial suburban thoroughfare to facilitate needed reinvestment (Section 2.3, Page 2-5).

Additionally, Figure 6, the Conceptual Land Use Plan, clearly places the subject parcel's location in a "Commercial / Mixed Use" area. The Plan categorizes commercial areas by "form" (Traditional or Suburban) and "type" (Center or Corridor), recognizing that these areas require different approaches to revitalization and development (Section 3.3.2, Page 3-33) (Section 3.3.2, Page 3-36). The proposed rezoning of 2577 Millersport Highway from NB to GB is consistent with the "suburban" form of commercial development envisioned in the Plan for several reasons.

Millersport Highway, as a major thoroughfare (Source 4), aligns with the description of a "suburban corridor" (Section 3.3.2, Page 3-38) (Section 6.2, Page 6-8) (Section 130) that is often **automobile-oriented** (Section 3.3.2, Page 3-33) (Section 130) and may have **larger parcels connected by higher speed thoroughfares without many walkable connections** (Section 3.3.2, Page 3-34) (Section 90). Moreover, the subject site is part of the "Getzville Plaza" under the Conceptual Land Use Plan (Figure 6-A), which is classified as a "**Suburban Center**." A key objective of the Plan for these Suburban Centers and Corridors is **revitalization through reinvestment, redevelopment, or retrofitting existing buildings/sites** (Section 3.3.2, Page 3-33). The proposed GB zoning allows a quick-service restaurant with a drive-through as of right, which the former owner suggests is a necessary adaptation due to current market trends for the property to be economically viable. This directly supports the Plan's policy to **advance the redevelopment and revitalization of underutilized or obsolescent properties for economically viable uses** (Section 3.2, Policy 3-9) (Section 11.4) within these corridors, contributing to the maintenance of a strong commercial base (Section 5.0, Overview, Page 5-1) (Section 11.4).

Furthermore, the Plan suggests that **"land intensive commercial uses that include automobile-related uses"** should be located within existing centers along arterial and collector highways designated as suburban and commercial corridors (Section 3.3.2, Page 3-43). A quick-service restaurant with a drive-through is an automobile-oriented use, making its location on Millersport Highway, a major suburban arterial in a "Commercial" area (Figure 6) and a "Suburban Center" (Figure 6-A), highly consistent with this guidance. While the Plan does indicate a desire to **reduce future new commercial development** in some areas along Millersport Highway north of North French Road (Section 3.3.2, Page 3-43), the subject property is located south of this area, where the focus is on **reinvestment and revitalization of existing commercial sites** (Section 2.3) (Section 3.2) (Section 11.2). The presence of multiple drive-through facilities nearby (Burger King at 2515 Millersport Hwy and Tim Hortons at 2290 Millersport Hwy) further indicates that this type of facility is consistent with the existing character of this specific suburban commercial corridor segment of Millersport Highway and the Getzville Plaza suburban center.

II. Consistency with the Zoning Ordinance Intent & Objectives (Sec. 1-2-2)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

The proposed rezoning of the property at 2577 Millersport Highway from NB (Neighborhood Business) to GB (General Business) to allow a quick-service restaurant with a drive-through facility is consistent with the stated "Intent and Objectives" of the Town of Amherst Zoning Code, as outlined in Section 1-2-2.

The purpose of the Zoning Ordinance is to promote the public health, safety, convenience, comfort, prosperity, and general welfare by regulating land use in districts **generally consistent with the policies of the Comprehensive Plan**. Section 1-2-2 lists specific objectives to achieve this purpose.

Several of these objectives are advanced by the proposed rezoning:

- **Objective 1-2-2(A):** "To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development". The property is located in a commercial area on a major thoroughfare. Rezoning from NB to GB allows a quick-service restaurant with a drive-through as of right. The former owner indicated the property is functionally obsolete as a quick-service restaurant without a drive-through in the current market. Permitting a drive-through is argued to be necessary for the business's economic viability, thereby enabling the "beneficial development" of this commercial property and allowing it to remain competitive within the commercial corridor and contribute to maintaining the Town's strong commercial base. While there is a debate about whether adding a drive-through to an existing restaurant is a change in essential use or an operational modification requiring a use or area variance respectively vs, the rezoning to GB resolves this by permitting the specific type of establishment outright, facilitating its "orderly and beneficial development" within a district where this type of commercial activity is intended.

- **Objective 1-2-2(K):** "To guide the future development of the town so as to bring about the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan". The Comprehensive Plan is intended to guide development and decision-making, including rezoning requests. The Plan's policies aim to achieve **revitalized older neighborhoods and commercial corridors** and **advance the redevelopment and revitalization of underutilized, obsolete, and vacant properties for economically viable uses** (Policy 3-9, Page 3-26). The proposed rezoning facilitates the redevelopment of an underutilized, obsolete commercial property into an economically viable use, which is consistent with the Plan's policies for reinvestment and revitalization in commercial corridors. Millersport Highway is recognized as a suburban corridor where **land intensive commercial uses that include automobile-related uses** are appropriate in designated locations. The rezoning enables such an automobile-oriented use on an existing commercial site, aligning future development on this property with the Plan's vision for suburban commercial corridors.

- **Objective 1-2-2(L):** "To accomplish the specific intents and goals set forth in the introduction to the respective sections". This refers to the underlying goals of the different zoning districts and Plan elements. By allowing a competitive and economically viable commercial use (restaurant with drive-through) in a commercial district on a major corridor, the rezoning supports the broader goal of maintaining a **strong tax base** and ample economic opportunities, which is a specific intent of the Zoning Ordinance and Comprehensive Plan.

While other Zoning objectives like providing adequate open space, preventing overcrowding, and protecting neighborhood character are also listed, these aspects relate more directly to the specific **site design** and would be addressed during the Site Plan Review process following a rezoning. The rezoning itself, by moving the property to the GB district where a drive-through restaurant is a permitted use, allows the applicant to pursue a project deemed economically necessary and consistent with the type of development envisioned for suburban commercial corridors in the Comprehensive Plan, thereby aligning the property's potential use with the broader intent of the Zoning Code to guide beneficial commercial development consistent with the Plan.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT 1

Letter from former Owner of 2577 Millersport Hwy (Nina's Custard)

March 19, 2025

Town of Amherst Zoning Board of Appeals
5583 Main Street
Williamsville, New York 14221

Anthony Scioli III.
5780 South Transit Road
Lockport, New York 14094

To Whom it May Concern:

I have owned and operated Nina's Custard at 2577 Millersport Highway since 1990. This past year, we made the difficult decision to close the restaurant due to increasing challenges in competing with modern quick-service establishments that offer drive-thru service. The trend in the food service industry has shifted away from dine-in options for fast-casual restaurants, as many families are often on the go and prefer the convenience of drive-thru service.

Based on my experience, I believe it would be extremely difficult for any operator to successfully run a restaurant at this location without a drive-thru facility. Several competing businesses in the immediate vicinity have drive-thru service, putting this property at a disadvantage. Looking back, I regret not incorporating a drive-thru when I originally built the restaurant, as it would have allowed us to remain competitive with newer establishments along Millersport Highway.

The property has ample green space and a substantial buffer from nearby residential areas. Additionally, the traffic impact of a drive-thru would be minimal compared to the approximately 18,000 vehicles that already travel along Millersport Highway daily. Without the ability to add a drive-thru, the building's functional use will likely become obsolete.

For these reasons, I respectfully request that you consider this letter in support of a variance to allow a drive-thru facility at this location.

Sincerely,

Anthony Scioli III

Anthony Scioli III.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT C

DRAFT LOCAL LAW

LOCAL LAW NO. _____-201

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE 2577 MILLERSPORT HWY, AMHERST, NY 14068 FROM NB TO GB AND TO AMEND THE ZONING MAP ACCORDINGLY.

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone 2577 MILLERSPORT HWY, AMHERST, NY 14068 from NB to GB zoning and Amend The Zoning Map Accordingly."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 2577 MILLERSPORT HWY, AMHERST, NY 14068 from NB to GB zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from NB to GB the zoning of _____, **subject to any conditions imposed by the authorizing resolution;** legally described as follows:

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 & 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

Francina Spoth
Town Clerk
Town of
Amherst
County of Erie, State of New York

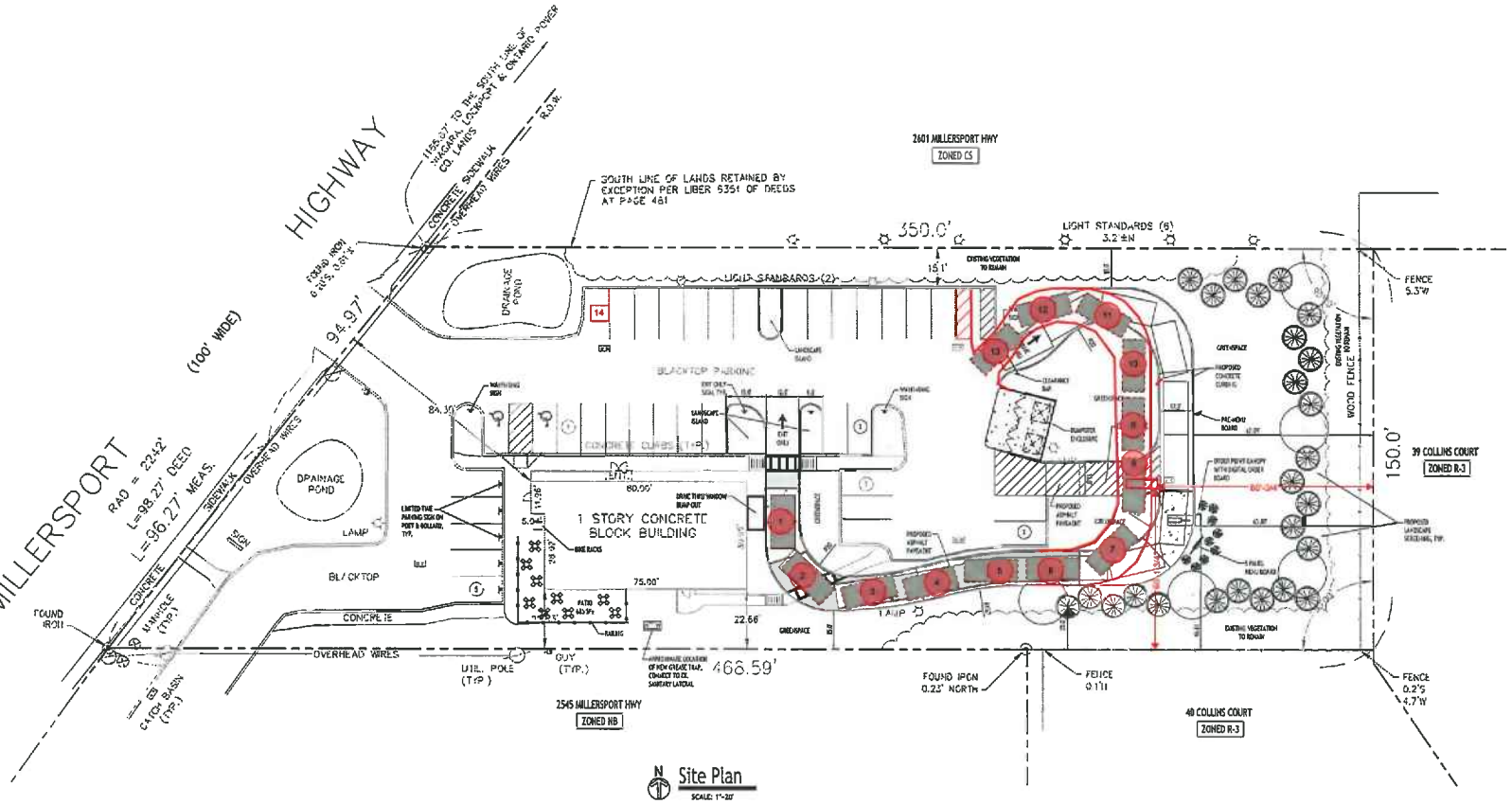
X:\Current_Planning\Files\Rezonings\Fonns\Local Law (Master).doc

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT D

SITE DRAWINGS
(SUBJECT TO SITE PLAN APPROVAL AFTER REZONING)



© CARMINA WOOD DESIGN

Site Data

SITE AREA = 0.4 AC±
ZONED: MB (MCKINLEY WOOD BUSINESS DISTRICT)
USE: PROPOSED DINE-THRU RESTAURANT

SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT	20 FT.	94.30 FT. MIN. (EX.)
FRONT (FROM ℄ OF MILLERSPORT HWY)	145 FT.	134.30 FT. MIN. (EX.)
SIDE (ABUT. RES./ NON-RES.)	15 FT. / 0 FT.	23.63 FT. MIN. (EX.)
REAR (ABUT. RES./ NON-RES.)	30 FT. / 15 FT.	> 30 FT. (EX.)
SETBACKS - PARKING		
FRONT	20 FT.	> 20 FT.
SIDE (ABUT. RES./ NON-RES.)	25 FT. / 15 FT.	25.0 FT. MIN.
REAR (ABUT. RES./ NON-RES.)	25 FT. / 15 FT.	> 25 FT.
TOTAL VEHICLE SPACES	14	36
DRIVE THRU STACKING	10	15
LOCATION OF SPEAKER FROM RES.	100 FT.	46.84 FT. *
GREENSPACE		
INTERIOR PARKING GREENSPACE:	5% (0.023 AC)	> 5%
OVERALL:	N/A	> 10%

*VARIANCE REQUIRED

PARKING CALCULATION (per Section 203-7 F (4))

RESTAURANT
1 space per 3 seats = 35 seats / 3 = 11 spaces
1 space per 100 sf customer area = 1,200 sf / 100 = 15 spaces

TOTAL REQD = 11 + 15 = 14 SPACES REQD

LATEST PROPOSED DRIVE-THROUGH LAYOUT
(SUBJECT TO SITE PLAN APPROVAL AFTER REZONING)

SITE LEGEND
PROPERTY LINE
PROPOSED SIDEWALK / CONCRETE PAD
NUMBER OF PARKING SPACES
PROPOSED SIGN
PROPOSED ACCESSIBILITY VEHICLE PARKING SIGN
PROPOSED LIGHT POLE

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

0 5' 10' 20' 40'

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Proposed Drive-Thru
2577 Millersport Hwy
Amherst, NY

REVISIONS:
No. Description Date
1 Rev. per Town comments 2/7/25

PRELIMINARY
NOT FOR CONSTRUCTION

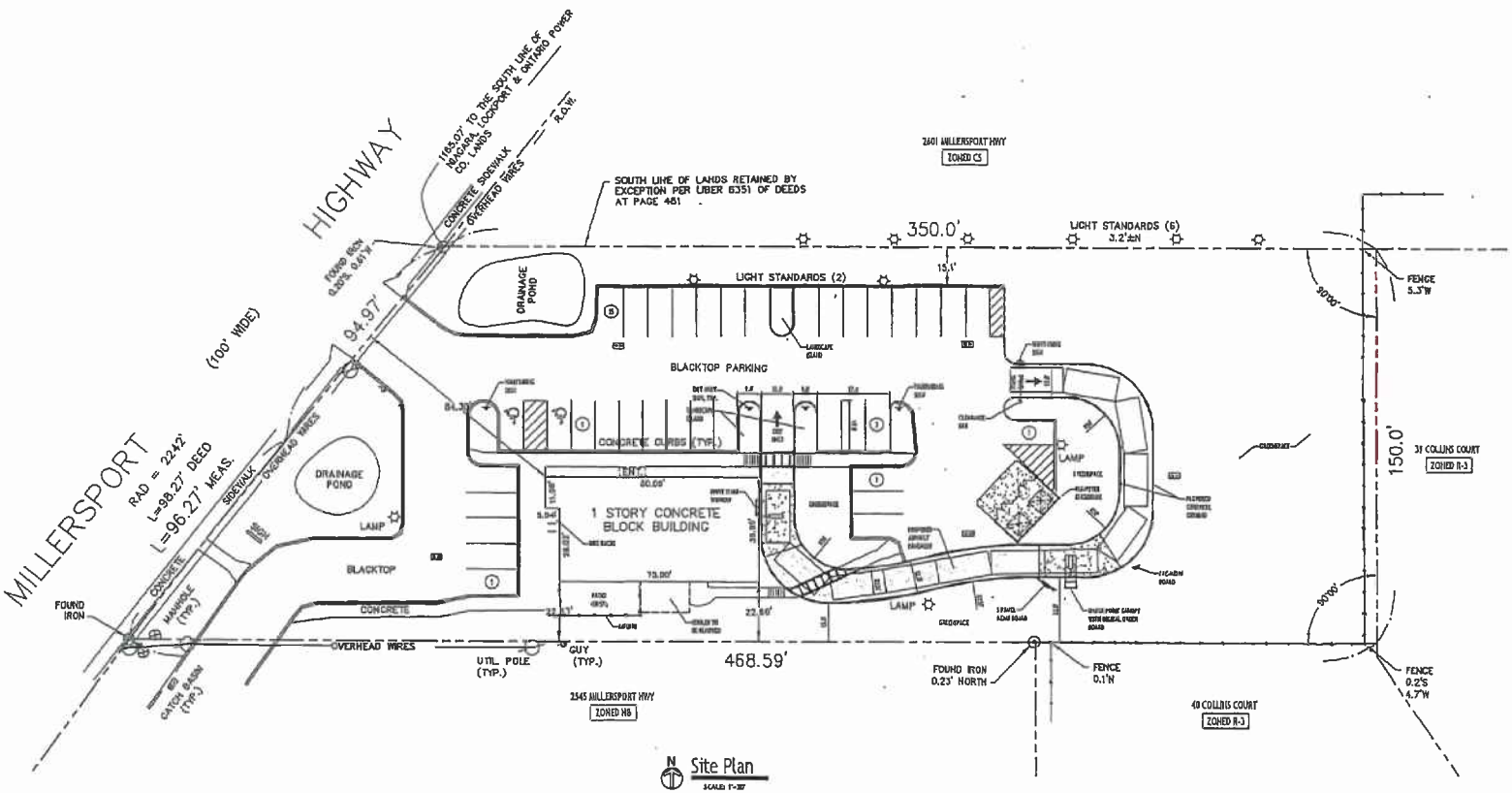
DRAWING NAME:
Site Plan
Concept

Date:
Drawn By: F
Scale:

DRAWING NO.
C-100

Project No: 24-4xxx

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map -



© CARMINA WOOD DESIGN

Site Data		
SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT	30 FT.	64.36 FT.±N. (EX.)
PRIMARY STRUCTURE OF MILLERSPORT HWY	115 FT.	124.8 FT.±NE. (EX.)
SIDE (NORTH, WEST)	15 FT. / 15 FT.	22.63 FT.±NW. (EX.)
REAR (NORTH, WEST)	20 FT. / 15 FT.	+ 20 FT. (EX.)
SETBACKS - PARKING		
FRONT	10 FT.	+ 10 FT.
SIDE (NORTH, WEST)	25 FT. / 15 FT.	25.8 FT.±W.
REAR (NORTH, WEST)	25 FT. / 15 FT.	+ 15 FT.
MINIMUM BICYCLE SPACES	2	26
STACKING SPACES	10	12
OPEN SPACE		
BUILDING, PARKING, CIRCULATION	7% (4,870 SQ)	16.1% (10,850 SQ)
OVERALL	100%	51.4% (34,770 SQ)

PARKING CALCULATION (per Section 103-7.3.A.4)

MINIMUM

1 space per 3 seats — N seats / 3 = X spaces

1 space per 300 sf customer area — x sf / 300 = x spaces

ROOM, NOW + 2 + 1 = 3 PARKING NEEDED

ORIGINAL SITE PLAN

CARMINA WOOD DESIGN

Proposed Drive-Thru
2577 Millersport Hwy
Amherst, NY

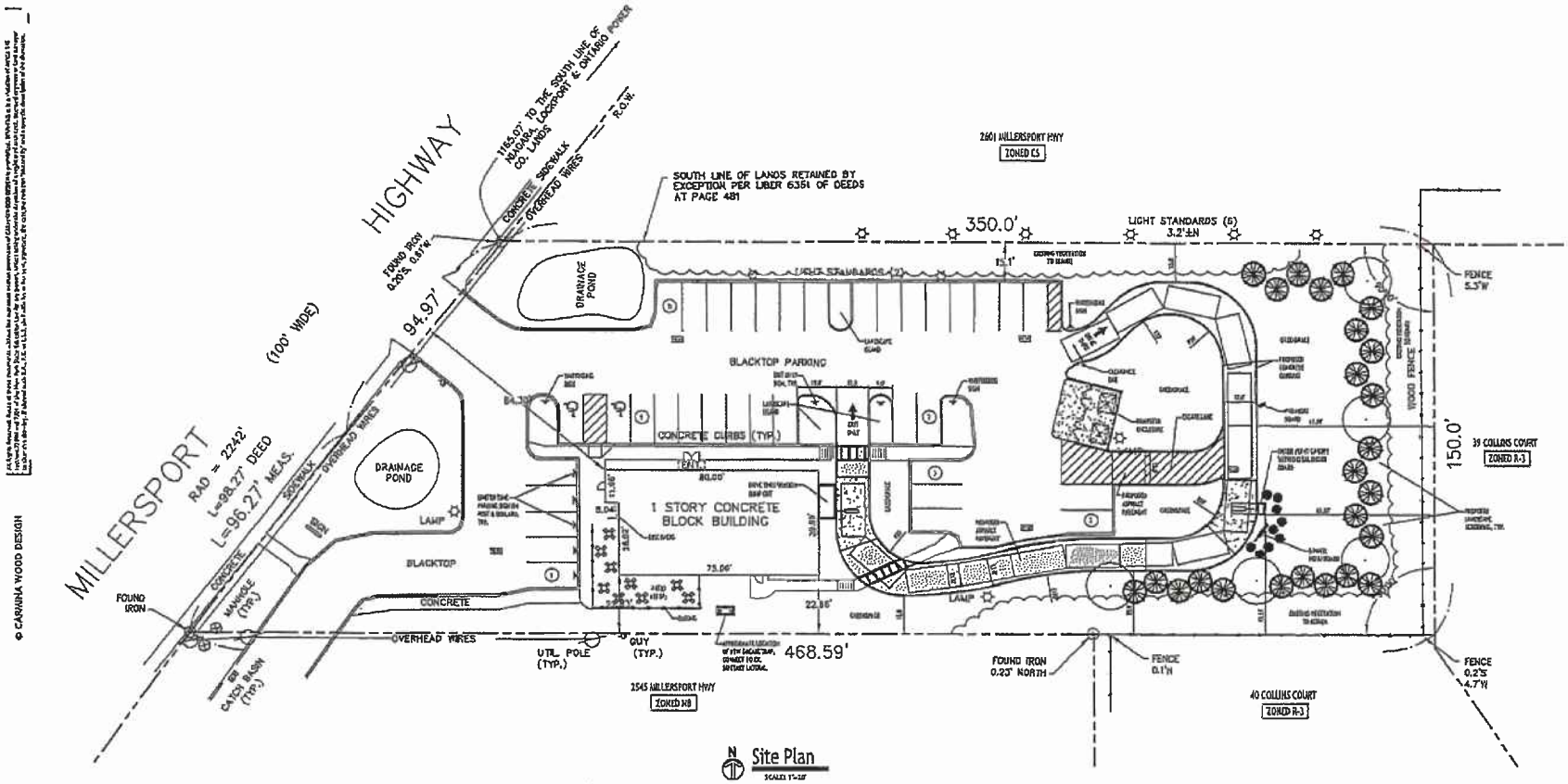
PRELIM
NOT FOR CONSTRUCTION

DRAWING NAME:
Site Plan
Concept

DRAWING NO.
C-100

Project No: 24-4xx

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map -



N Site Plan
SCALES 1"=40'

© CARMINA WOOD DESIGN

Site Data

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT E

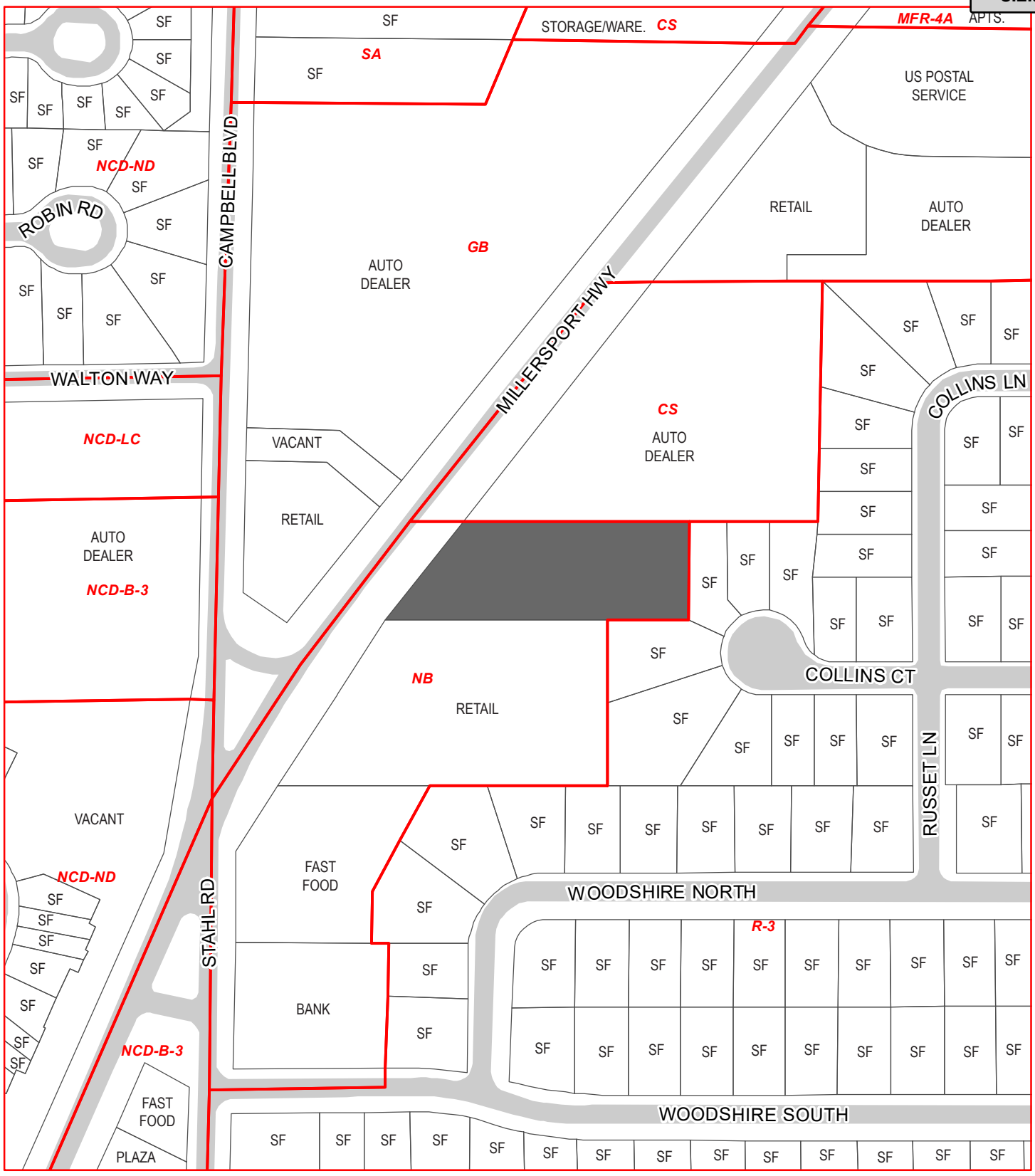
LEGAL DESCRIPTION

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 63, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the southeasterly line of Millersport Highway which is 1165.07 feet southwesterly from the south line of the Niagara, Lockport and Ontario Power Company's lands, said point of beginning also being the point of intersection of the south line of lands retained by Milherst Nurseries, Inc., by exception in a deed recorded in the Erie County Clerk's Office in Liber 6351 of Deeds at Page 481; running thence easterly along the said south line of lands retained by Milherst Nurseries, Inc., 350 feet; running thence southerly at right angles, 150 feet; running thence westerly at right angles, 468.59 feet to the southeasterly line of Millersport Highway; running thence northeasterly along the southeasterly line of Millersport Highway, 98.27 feet to a point of curve, and continuing along said southeasterly line of Millersport Highway, 94.97 feet to the point or place of beginning.



Z-2025-02
Request to Rezone 1.41± Acres of Land from NB to GB
Property Located at 2577 Millersport Highway

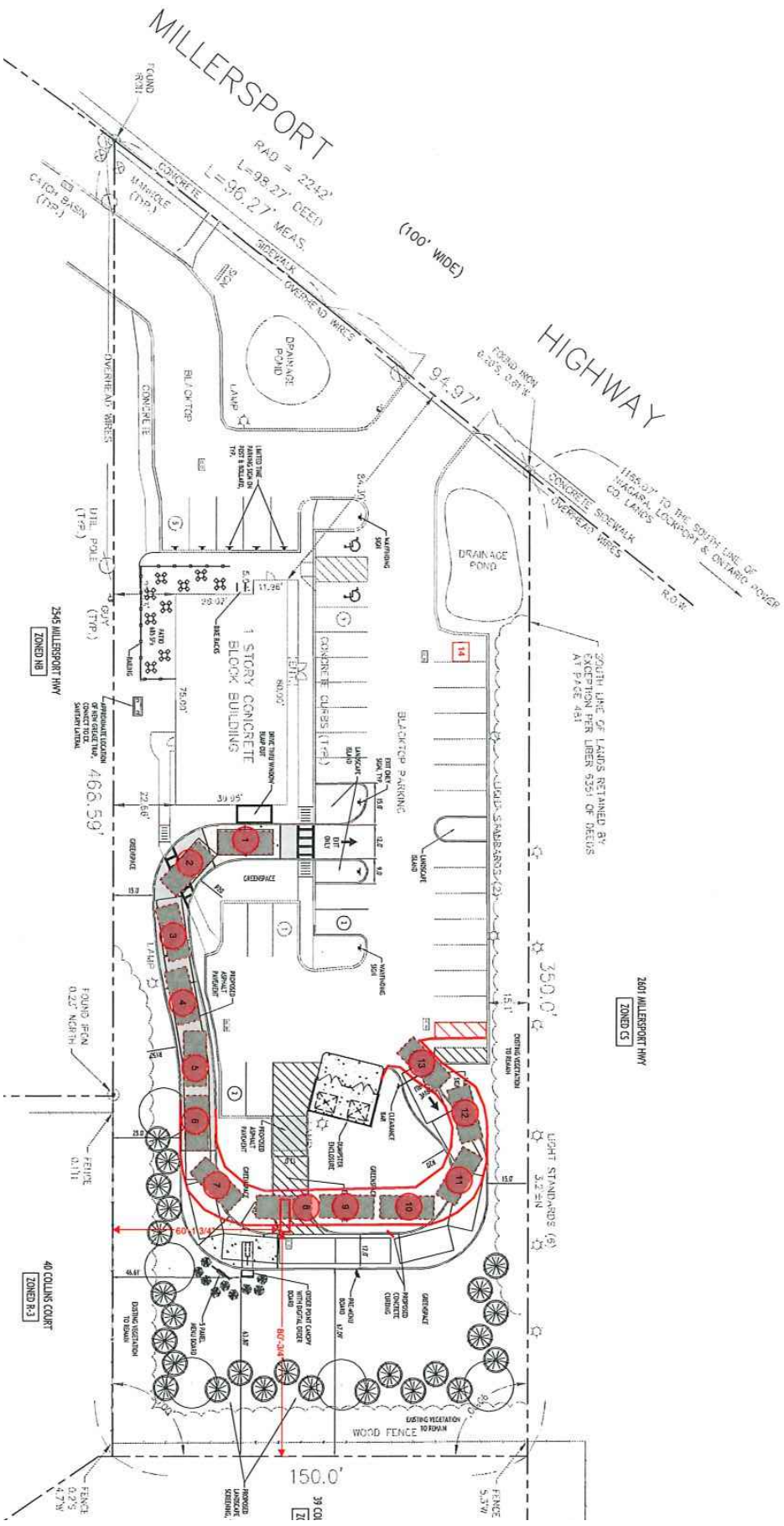
Bevilacqua Development, Petitioner

June 26, 2025

2577 Millersport Highway

Prepared by the Town of Amherst Planning Department

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)



CONCEPT PLAN

Z-2025-02
2577 Millersport Highway
5/16/2025

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)



Z-2025-02
Request to Rezone 1.41± Acres of Land from NB to GB
Property Located at 2577 Millersport Highway

Bevilacqua Development, Petitioner

June 26, 2025

2577 Millersport Highway

Prepared by the Town of Amherst Planning Department

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

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

June 6, 2025

Jonathan Bevilacqua
Bevilacqua Development, LP
9332 Transit Road, Suite B
Amherst, New York 14051

SUBJECT:	Rezoning Application Review	**Z-2025-02**
	Request:	Rezone 1.41 acres of land from NB to GB
	Property located at:	**2577 Millersport Highway**
	Application received:	May 16, 2025
	Representative:	Block, Longo, LaMarca & Brzezinski, PC

Dear Mr. Bevilacqua,

Please consider the following comments:

1. The concept plan provided with the application is being used for informational purposes only. This departments review is not to be construed as endorsement or approval of the concept plan or that it complies with the requirements of §203 or §204 of Town Code.

2. Base on current Town records (as of May 27, 2025) the land owner is Susan Lettieri and not that listed in the application of Anthony J. Scioloi III. Provide a letter from the land owner allowing the application to be filed on their behalf.

3. The following items on the Environmental Assessment Form should be corrected or completed:

   - Part 1 item #1 Correct the answer. Requires a local law to amend the sites zoning district.
   - Part 1 item #8 Correct the answer. Site is served by NFTA route 44 bus service.

4. The subject site is located within an archaeologically sensitive area. An archaeological assessment will be required prior to the Town Board making a SEQR determination.

5. Note that any other SEQR-related issues raised during the review process for this rezoning must be addressed prior to action by the Town Board.

6. Provide an 8½ " x 11" reduction of any revised concept plan **and an electronic version** of any revised plans or information submitted for review.

This is a review only and does not constitute approval of the Rezoning Request. Should you have questions regarding this correspondence, please contact Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us.

Very truly yours,

Scott Marshall
Principal Planner

DH/SM/bf
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Pln_Dpt_Rvw_06062025.doccc:
cc: Jeffrey D. Palumbo, Esq., Block, Longo, LaMarca & Brzezinski, PC, 9276 Main St., Ste. 3, Clarence, NY 14031
Patrick Sheedy, JR., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

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

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

RECEIVED
MAY 20 2025
TOWN OF AMHERST
BUILDING DEPT

MEMORANDUM May 19, 2025

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

RECEIVED
JUN 18 2025
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? no objections

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

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

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

Print Name: KRISTA HALT

Signature: Krista Halt **Date:** 6/18/25

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

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

RECEIVED
MAY 28 2025
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM May 19, 2025

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

RECEIVED
MAY 20 2025
TOWN ATTORNEY

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? No

If you do not, briefly state why: Per the response to 12(b) on the short EAF form, we recommend a review of the project by the NYSOPRHP.

General comments relative to your agency interests: _____

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

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

Print Name: Sebastine Ediata, Esq.

Signature: _____ **Date:** 5/21/2025

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

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

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

RECEIVED
MAY 28 2025
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
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Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 20 2025
TOWN ATTORNEY

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

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

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

Print Name: Sebastian Oddata, Esq.

Signature: _____ **Date:** 5/21/2025

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

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

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

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
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Krista Halt, Senior Fire Inspector (c/o Bldg)
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Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 28 2025
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

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

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

Print Name: Eric Blocher

Signature: _____ **Date:** 5-22-25

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

1999.072

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

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

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
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Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 23 2025
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: None @ This Time

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

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

Print Name: Chris Schregel

Signature: _____ **Date:** 5/23/25

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

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

RECEIVED
MAY 20 2025
TOWN OF AMHERST
BUILDING DEPT

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

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
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Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

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

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

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

Print Name: Doug Gesel

Signature: Doug Gesel **Date:** 5/20/25

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, N.Y. AND REPLY TO MUNICIPALITY

Submit this form with full statement of proposed action (as described in GML 239-m(c)) at www.Erie.gov/IRonline, OR mail a hard copy (retain a copy for your files) to: Erie County Division of Planning, 95 Franklin Street, Room 1053, Buffalo, N.Y., 14202

DO NOT WRITE IN THIS SPACE

Case No.: SP-25-309

Postmark/Delivery Date: 5/20/2025

The proposed action described herein is referred in accordance with the provisions of NYS General Municipal Law §239 l - nn

A Municipal Referral Map is available to help determine whether an applicable action is subject to referral.

Description of Proposed Action

1. Name of Municipality: Town of Amherst

§239-m(4)(b) provides that the county shall have 30 days after receipt of a full statement of the proposed action to reply.
If the county fails to reply within such period, the referring body may take final action.
However, any county reply received after 30 days but 2 or more days prior to final action by the referring body shall be subject to §239-m(5)
The referring body shall file a report of its final action with the county within 30 days per §239-m(6).

2. Hearing Schedule: **Date** _____ **Time** _____ **Location** 5583 Main St., Williamsville

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

4. Action consists of: ☐ New Ordinance ☑ Rezone/Map Change ☐ Ordinance Amendment

☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other: _____

5. Location of Property: ☐ Entire Municipality ☑ Address: 2577 Millersport Highway

5a. S.B.L. of Property: 41.15-1-18

6. Referral required as site is within 500' of: ☐ State or County Property/Institution ☐ Municipal Boundary ☐ Farm Operation located in an Agricultural District

☐ Expressway ☐ County Road ☑ State Highway ☐ Proposed State or County Road, Property, Building/Institution, Drainageway

7. Proposed change or use: *(specify the action, such as the scope of variances or site plans)* Rezone 1.4 acres from NB to GB

8. Other remarks:

9. Submitted by: Town of Amherst Planning Dept. **Email:**

10. Return Address: 5583 Main Street, Williamsville, NY 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 5/20/2025**. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.**

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Comment on proposed action is attached hereto.**
3. ☐ **The proposed action is subject to review; Recommendation on Proposed Action is attached hereto.**
4. ☑ **No Recommendation; proposed action has been reviewed and determined to be of local concern.**

By the Division of Planning: Dan M. Hall **Date:** 5/20/2025

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Carrato, Amy

From: dot.sm.r05.SEQR <dot.sm.r05.SEQR@dot.ny.gov>
Sent: Wednesday, June 18, 2025 9:49 AM
To: Fadel, Bryan
Cc: Poodry, Kathryn D. (DOT); Hebert, Kevin P (DOT)
Subject: RE: Request to Rezone 2577 Millersport Hwy. (Z-2025-02) NYSDOT Comments 2025-85

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

Bryan,

The New York State Department of Transportation (NYSDOT) has reviewed the documentation provided for the quick service coffee drive-thru at 2577 Millersport Hwy and has the following comments:

- NYSDOT concurs with the Town of Amherst for it to act as the Lead Agency
- Based upon the information provided, the proposed project does not appear to have a significant impact to traffic on the State Highway System
- A NYSDOT Highway Work Permit will be required for work located within the State Highway Right-of-Way. More detailed plans will be required for the Highway Work permit application and an additional site engineering review will be performed as part of the Highway Work Permit process. This correspondence does not constitute approval for the purpose of a Highway Work Permit.
    - A separate permit will be required for any sanitary sewer work performed during construction
    - Additional information on permits can be found at: https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/traffic-operations-section/highway-permits
    - Applicant should direct the Highway Work Permit application and/or questions to:
      Erie North County Residency
      Kathryn Poodry
      Assistant Resident Engineer
      New York State Department of Transportation Region 5
      Broadway & Indian Road, Depew, New York 14043
      716-683-3476| Kathryn.Poodry@dot.ny.gov

Alyssa Schoenfeldt

From: Fadel, Bryan
Sent: Tuesday, May 20, 2025 8:26 AM
To: Hall, David (ERIE) ; dot.sm.r05.SEQR
Subject: Re: Request to Rezone 2577 Millersport Hwy. (Z-2025-02)

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

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

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

--
Bryan Fadel
Senior Clerk | Town of Amherst Planning Deparment

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TOWN OF AMHERST

ASSESSOR'S OFFICE

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

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

MEMORANDUM

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

FROM: Bonnie B. Arnold, Real Property Appraiser

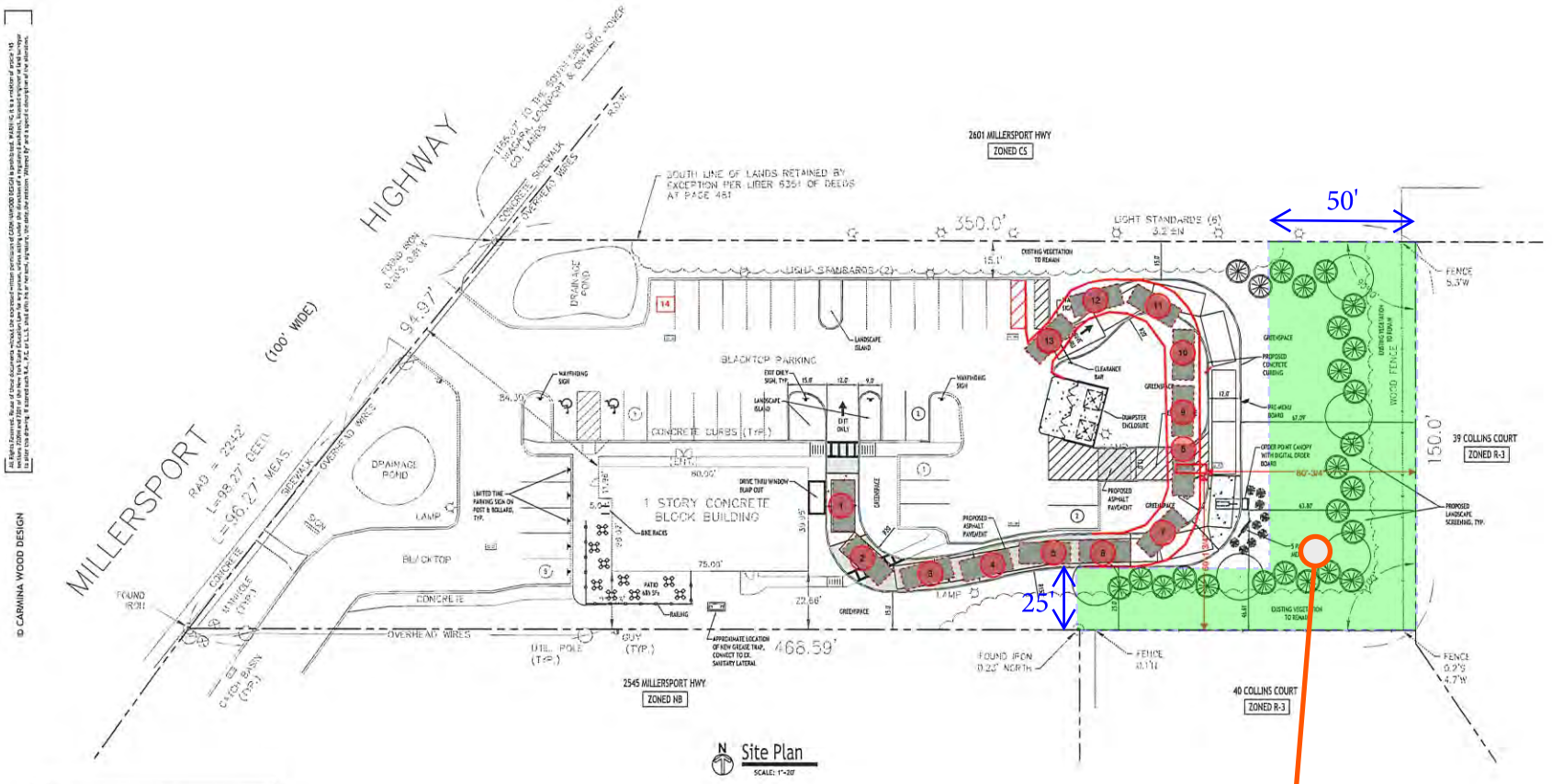
DATE: May 21, 2025

SUBJECT: Request to Rezone 1.41±Acres of Land from NB to GB Z-2025-02
Property Location: **2577 Millersport Hwy**
Petitioner: **Jeffery Palumbo**

Assessor agrees with all statements

cc: Jeffery Palumbo, 9276 Main St., Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)



perpetual green space subject to proposed Town deed restriction

LATEST PROPOSED DRIVE-THROUGH LAYOUT
(SUBJECT TO SITE PLAN APPROVAL AFTER REZONING)

Site Data

SITE AREA = 0.4 AC±
ZONED: MX (NEIGHBORHOOD BUSINESS DISTRICT)
USE: PROPOSED DRIVE-THRU RESTAURANT

SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT	20 FT.	84.30 FT. MIN. (EX.)
FRONT (FROM ¼ OF MILLERSPORT HWY)	115 FT.	134.30 FT. MIN. (EX.)
SIDE (ABUT. RES./ NON-RES.)	15 FT. / 0 FT.	22.63 FT. MIN. (EX.)
REAR (ABUT. RES./ NON-RES.)	30 FT. / 15 FT.	> 30 FT. (EX.)
SETBACKS - PARKING		
FRONT	20 FT.	> 20 FT.
SIDE (ABUT. RES./ NON-RES.)	25 FT. / 15 FT.	25.0 FT. MIN.
REAR (ABUT. RES./ NON-RES.)	25 FT. / 15 FT.	> 25 FT.
TOTAL VEHICLE SPACES	34	36
DRIVE THRU STACKING	10	15
LOCATION OF SPEAKER FROM RES.	100 FT.	46.61 FT. *
GREENSPACE		
INTERIOR PARKING GREENSPACE:	5% (0.025 AC)	> 5%
OVERALL:	N/A	> 50%

*VARIANCE REQUIRED

PARKING CALCULATION (per Section 203-7-1-6A)
RESTAURANT
1 space per 3 seats = 33 seats / 3 = 11 spaces
1 space per 100 sf customer area = 1,500 sf / 100 = 15 spaces
TOTAL REQD = 11 + 15 = 34 SPACES REQD

SITE LEGEND
PROPERTY LINE
PROPOSED SIDEWALK / CONCRETE PAD
NUMBER OF PARKING SPACES
PROPOSED SIGN
PROPOSED STANDARD DUTY ASPHALT PAVEMENT
PROPOSED LIGHT POLE

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

20' 0 20' 40ft.

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Proposed Drive-Thru
2577 Millersport Hwy
Amherst, NY

No.	Description	Date
1	Rev. per Town comments	2/7/25

REVISIONS:

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING NAME:
Site Plan
Concept

Date: 1/26/25
Drawn By: P. Sheedy
Scale: As Noted

DRAWING NO.
C-100

Project No: 24-4xxx

© CARMINA WOOD DESIGN

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30873 **RESOLUTION 2025-778** **ADOPTED**

Getzville Fire Company Financing - Approval Resolutions

AGENDA ITEM : SEPTEMBER 15th, 2025

TO: **Town Board**

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

DATE: **September 9, 2025**

RE: **Getzville Fire Company Financing**
Renovation of Firehouse – Tax-Exempt Borrowing ($3.5M)
Approval Resolution and Supervisor Approval

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

WHEREAS, at its August 18th, 2025 Town Board meeting, the Town Board approved the appointment of a Hearing Officer (Travis Smith) for the purposes of this borrowing; and

WHEREAS, the Town Clerk posted the Notice of Public Hearing on the Town website on August 20th, 2025 to inform Town residents at least 7 days before the hearing date; and

WHEREAS, the fire company held a Public Hearing on August 28th, 2025; and

WHEREAS, the Hearing Officer has submitted a report to the Town Attorney's Office as required, which is attached hereto;

THEREFORE BE IT RESOLVED that in accordance with Section 147 and other sections and regulations under the Internal Revenue Code, the Town Supervisor does hereby approve the borrowing and obligation by Getzville Fire Company, Inc. from Five Star Bank and any other lender for the financing of its fire company improvements; and

BE IT FURTHER RESOLVED that the Town Board adopt the attached Resolution of the Town Board of the Town of Amherst and authorizing the Supervisor to execute the Approval of Borrowing By Elected Official Of Political Subdivision Contracting For Firefighting Service attached hereto.

SBB:NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* Agenda Item – September 15th, 2025)
Travis Smith, President, Getzville Fire Company (*w/attachment,* **Via E-Mail**)
Brad Pinsky, Esq., Counsel to Getzville Fire Company (*w/attachment,* **Via E-Mail**)
Mark Butler, Esq. (*w/attachment,* **Via E-Mail**)

9/15/2025
Consent

FINANCIAL IMPACT:

None to the Town of Amherst.

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be conducted by an individual to be appointed by the Supervisor of the Town of Amherst (the "Hearing Officer") in the Getzville Fire Company, Inc. Station 1 at 630 Dodge Road, Getzville, New York 14068 on August 28, 2025, at 7:00 p.m. in relation to the proposed borrowing by the Getzville Fire Company, Inc. ("the Volunteer Fire Department") to finance the certain improvements of the fire station facility located at 630 Dodge Road, Getzville, New York 14068 and the proposed issuance by the Volunteer Fire Department of an obligation (a promissory note and mortgage) Five Star Bank or other qualified lender.

The proposed finance of certain improvements is of the fire station facility located at 630 Dodge Road, Getzville, New York 14068, which is used for housing and storage of firefighting apparatus, vehicles and related equipment as well as for training, administrative and related facilities in order to render fire protection service to the Town of Amherst pursuant to a contract between the Volunteer Fire Department and the Town of Amherst. The proposed finance and refinance will be in the maximum face amount of $3,500,000.00. The Getzville Fire Company, Inc. is the owner, operator and manager of the fire station facility described herein.

The public hearing and the subsequent approval by the Supervisor of the Town of Amherst of the borrowing and issuance of the obligation are prerequisites to exemption from income taxation of the interest payable under the terms of such obligation, pursuant to section 103 and related sections of, and regulations under, the Internal Revenue Code. Neither the public hearing nor the subsequent approval by the Supervisor of the Town of Amherst of the borrowing creates any obligation or liability of the Town of Amherst for such obligation.

Persons attending the public hearing will be given the opportunity to make brief oral statements in connection with the proposed financing, and written comments may be submitted to the Hearing Officer at or prior to the public hearing.

Brian J. Kulpa, Supervisor
Town of Amherst

Attachment: 02- Public Hearing Notice (2025) (RES-2025-778 : Getzville Fire Company Financing - Approval Resolutions)

AFFIDAVIT OF WEBSITE POSTING

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

Francina J. Spoth, being duly sworn, deposes and says:

1. I am the Town Clerk of the Town of Amherst.

2. The Town Board of the Town of Amherst at a duly called meeting on August 18, 2025 appointed Travis Smith, President of the Getzville Fire Company, Inc. as Hearing Officer for a public hearing to be held on August 28, 2025 at 7:00 p.m. at the Getzville Fire Company, Inc. Station 1 at 630 Dodge Road, Getzville, New York 14068

3. That on August 19th, 2025 I caused the "Notice of Public Hearing", a true copy of which is attached hereto, to be posted by electronic posting on the Town of Amherst municipal website in an area of that website used to inform residents about events.

Francina J. Spoth

Francina J. Spoth, Town Clerk
Town of Amherst

Sworn to before me this
20 day of August, 2025.

Notary Public

TIMOTHY J. KOLLER
No. 01KO6263885
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 06/11/2028

<Attachment: Notice of Public Hearing>

Attachment: SpothAffWebsitePosting-09092025141818 (RES-2025-778 : Getzville Fire Company Financing - Approval Resolutions)

Attachment: Getzville Fire Co Public Hearing Officer Report SIGNED (RES-2025-778 : Getzville Fire Company Financing - Approval Resolutions)

REPORT OF HEARING OFFICER

Travis Smith, President of the Getzville Fire Company, having been appointed Hearing Officer on August 18, 2025, by Brian J. Kulpa, Supervisor of the Town of Amherst, and pursuant to a certain Notice of Public Hearing posted on the Town of Amherst website at least 7 days prior to the public hearing, a copy of which is attached hereto, and such public hearing having been duly scheduled and held pursuant to such Notice on August 28, 2025 at 7:00 p.m. at the Getzville Fire Company, Inc., Station 1, 630 Dodge Road, Getzville, New York 14068, now reports as follows:

The hearing was opened at 7:00 p.m. by the Hearing Officer and the following people appeared and were heard:

Travis J Smith, Getzville Fire Co President / ToA Appointed Hearing Officer
Steven Herberger, Getzville Fire Co Renovation Committee Chairman
Daniel Demerle, Getzville Fire Co Renovation Committee Member
Bryan Parnell, Getzville Fire Co Corporate Secretary
Brian Princess, Getzville Fire Co Executive Assistant

No members from the plublic were in attendance

The hearing duly closed at 7:15 p.m. there being no further appearances.

DATED: August 28, 2025

Travis Smith, Hearing Officer

Attachments: Notice of Public Hearing

RESOLUTION
OF THE
TOWN BOARD OF THE TOWN OF AMHERST

RESOLVED, that the undersigned members of the Town Board of the Town of Amherst, Erie County, New York upon reading the Appointment of Hearing Officer executed by Brian J. Kulpa, Supervisor dated August 18, 2025; the Notice of Public Hearing posted on the Town of Amherst website at least 7 days prior to the public hearing; and the Report of Hearing Officer dated August 28, 2025 for the Public Hearing held on August 28, 2025 at 7:00 p.m.; hereby approve the "Approval of Borrowing" for the Getzville Fire Company, Inc. attached hereto and further direct that the Amherst Town Supervisor execute such "Approval of Borrowing " on behalf of the Town Board.

Dated: September 15, 2025

TOWN BOARD OF THE TOWN OF AMHERST

_____
Brian J. Kulpa, Town Supervisor

_____
Shawn A. Lavin, Deputy Supervisor

_____
Jacqualine G. Berger

_____
Angela Marinucci

_____
Michael Szukala

TOWN CLERK

_____
Francina J. Spoth

Attachment: GetzvilleRefi.TBReso-09042025134407 (RES-2025-778 : Getzville Fire Company Financing - Approval Resolutions)

APPROVAL OF BORROWING BY ELECTED REPRESENTATIVE OF POLITICAL SUBDIVISION CONTRACTING FOR FIREFIGHTING SERVICES

I, Brian J. Kulpa, Supervisor of the Town of Amherst in accordance with the requirements of section 147 and related sections of and regulations under, the Internal Revenue Code, and in reliance upon certain recommendations and other information submitted to me and subsequent to a duly conducted public hearing concerning the matter, do hereby approve the borrowing and the issuance of an obligation evidencing such indebtedness by the Getzville Fire Company Inc. ("Volunteer Fire Department") from Five Star Bank or other lender for the financing of by the Volunteer Fire Department of certain fire station improvements.

The obligation is in the maximum principal amount of $3,500,000. The proposed financing is for certain improvements of the fire station facility located at 630 Dodge Road, Getzville, New York 14068, which is used for housing and storage of firefighting apparatus, vehicles and related equipment as well as for training, administrative and related facilities in order to render fire protection service to the Town of Amherst pursuant to a contract between the Volunteer Fire Department and the Town of Amherst.

Execution of this document in no way creates liability on the part of the Town of Amherst and the Town of Amherst is not responsible for the repayment of any bonds issued pursuant thereto.

DATED: September __, 2025

_____

Brian J. Kulpa, Town Supervisor
Town of Amherst

Attachment: GetzvilleRefi.ElectedRepApproval-09042025134431 (RES-2025-778 : Getzville Fire Company Financing - Approval Resolutions)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Town Clerk
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 30877 **RESOLUTION 2025-779** **WITHDRAWN**

To Update the Town of Amherst and Town of Clarence Co-Sponsored Fire Districts Length of Service Award Program (LOSAP) Policy Manual

WHEREAS, the Town Boards of the Town of Amherst and the Town of Clarence have by appropriate resolutions and referendums in accordance with Article 11-A of the New York State General Municipal Law established a Length of Service Awards Programs (hereinafter referred to as LOSAP) in 1992 for the active volunteer fire fighters of the East Amherst and Swormville Fire Protection Districts; and

WHEREAS, the Sponsor's governing bodies are authorized by New York General Municipal Law Article 11-A to update the LOSAP policy manual; and

WHEREAS, the Town of Amherst and The Town of Clarence in consultation with East Amherst and Swormville Fire Protection Districts have identified the need to update the LOSAP Policy Manual to reflect changes to the programs since it was established in 1992. All of the changes to the programs have been previously approved in accordance with Article 11-A of the New York State General Municipal Law;

NOW THEREFORE BE IT RESOLVED, that the Town Boards of the Town of Amherst and the Town of Clarence in consultation with East Amherst and Swormville Fire Protection Districts hereby approve the updates to the LOSAP Policy Manual, as detailed in Exhibit A attached hereto; and

BE IT FURTHER RESOLVED, that the updated LOSAP Policy Manual shall be effective as of January 1, 2026, and all previous versions or policies are hereby superseded by this Resolution.

FINANCIAL IMPACT:

n/a

RESULT:	**WITHDRAWN**

TOWN OF AMHERST
GETZVILLE
FIRE PROTECTION DISTRICT

SERVICE AWARD PROGRAM

PLAN DOCUMENT

Prepared by
Penflex Actuarial Services, LLC
January 2026

Attachment: AMHERST - Getzville Plan Doc. (DB) Restated Jan. 2025- Final Edit (RES-2025-779 : Length of Service Award Program (LOSAP)

Attachment: AMHERST - Getzville Plan Doc. (DB) Restated Jan. 2025- Final Edit (RES-2025-779 : Length of Service Award Program (LOSAP)

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TOWN OF AMHERST
GETZVILLE FIRE PROTECTION DISTRICT
SERVICE AWARD PROGRAM
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1. **Purpose:** In accordance with Article 11-A of the New York State General Municipal Law, the Town of Amherst adopted a volunteer firefighter "Service Award Program" for active volunteer firefighters of the Getzville Fire Company. The provisions of a service award program regarding firefighter participation, benefits earned and paid, and program operation must be formally stated in a written "Plan Document". This document is the Town of Amherst Getzville Fire Protection District Service Award Program Plan Document (the "Plan Document"). When formally adopted by the Town Board of the Town of Amherst shall replace all other documents previously adopted by the Town Board which could be considered to be written Plan Documents, and it shall be the Plan Document effective January 1, 2026.

2. **Type of Program:** Defined Benefit Plan

3. **Program Sponsor:** Town of Amherst

4. **Program Administrator:** Town of Amherst

5. **Effective Date of Program:** January 1, 1992

6. **Program Year:** The twelve (12) consecutive month period beginning each January 1 and ending each December 31.

7. **Eligibility to Participate in the Service Award Program:** Any person who is at least 18 years old and is an active volunteer firefighter of the Getzville Fire Company in accordance with the by-laws of the Getzville Fire Company shall be eligible to become a Participant in the Service Award Program (called an "Eligible Firefighter").

8. **When an Eligible Firefighter Becomes a Participant:** Unless participation is waived, an Eligible Firefighter shall become a Participant on the last day of the Program Year beginning after December 31, 1991, during which he or she first earns a year of Service Credit.

   An individual who is a Participant in another Service Award Program funded by the Town of Amherst upon joining the Getzville Fire Company shall automatically become a Participant in the Service Award Program unless they waive participation.

9. **Waiver of Participation in the Service Award Program:** An Eligible Firefighter may voluntarily waive his or her right to be enrolled in the Town of Amherst Getzville Fire Protection District Service Award Program in writing to the Board. Once such waiver is received by the Board and noted for the record, such Eligible Firefighter shall permanently forfeit (see #17) all Service Credit and Accrued Monthly Service Award earned to the date of receipt of the waiver. At any time thereafter, such individual may withdraw the waiver

Attachment: AMHERST - Getzville Plan Doc. (DB) Restated Jan. 2025- Final Edit (RES-2025-779 : Length of Service Award Program (LOSAP)

TOWN OF AMHERST
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SERVICE AWARD PROGRAM
PLAN DOCUMENT

in writing to the Board and may again earn Service Credit and Service Awards in accordance with the terms of this Plan Document from the date the written request is received by the Board.

10. **Entitlement Age:** The later of age 55 or the Eligible Firefighter's age on date he or she becomes a Participant.

11. **Monthly Service Award:** $20 per year of Service Credit.

12. **Accrued Monthly Service Award:** A Participant's Accrued Monthly Service Award equals a Participant's years of Service Credit multiplied by the Monthly Service Award and shall be paid after attainment of the Entitlement Age at the Participant's Benefit Commencement Date in accordance with provision #20 and provision #21 of this Plan Document. The Accrued Monthly Service Award shall be adjusted for Service Credit earned after attainment of the Entitlement Age in accordance with provision #14.

13. **Service Credit:** An Eligible Firefighter earns Service Award Program points under the Town of Amherst Getzville Fire Protection District Service Award Program Point System (i.e. the "Point System"), which is explained in a separate document. The Point System may be amended from time to time by the Board. In addition, points can be awarded for Military Leave and Line of Duty Disability. Service Credit must be certified, posted and approved in accordance with the Article 11-A of the New York State General Municipal Law.

a. **Service Credit on or After Effective Date:** To earn a year of Service Credit during a Program Year beginning on or after the Effective Date of the Service Award Program, an Eligible Firefighter must earn 50 or more points during the Program Year.

b. **Service Credit Prior to Effective Date:** To qualify to earn Service Credit for active volunteer firefighter service with the Getzville Fire Company prior to the effective date an individual must:

i. Be an Eligible Firefighter during 1992
ii. Earn at least one year of Service Credit under the Point System during 1992 unless an extension is granted by the Board to an individual for a severe medical condition. However, this requirement 13 (b) (ii) shall not apply to an Eligible Firefighter who dies or sustains a total and permanent disablement which prevents such Eligible Firefighter from earning at least one year of Service Credit in 1992 as determined by the Board.
iii. Maximum of five (5) years of credit service prior to the Effective Date of the Program, but not before 1981.

Attachment: AMHERST - Getzville Plan Doc. (DB) Restated Jan. 2025- Final Edit (RES-2025-779 : Length of Service Award Program (LOSAP)

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c. **Service Credit for Military Leave:** A Participant whose volunteer fire service is interrupted by full-time extended obligatory military service or by a single voluntary enlistment not to exceed four years in the armed forces of the United States shall be considered on military leave. During such period of military leave, the Participant shall be eligible to be earn a year of Service Credit under the Point System (50 points) for each complete Program Year on military leave. For periods of military leave of less than one Program Year, the Participant shall be eligible to be awarded pro-rated points. Provided, however, such Participant on military leave must again become an Eligible Firefighter within one year after his military leave expires and subsequently earn one year of Service Credit before any Service Credit is granted for military leave. Military leave Service Credit shall be automatically granted to any Participant on military leave from the Getzville Fire Company who dies or is totally and permanently disabled while in active military duty.

d. **Service Credit for Line of Duty Disability Provision:** In the event that an Eligible Firefighter is either totally and temporarily disabled, or partially and permanently disabled, as certified by the Workers' Compensation Board or other competent authority approved by the Board, and the disability occurs during the course of service as a volunteer, while actively engaged in providing line of duty services, as defined in subdivision one of section five of the Volunteer Firefighter' Benefit Law, the firefighter shall receive five points for each complete calendar month that such disability remains either totally and temporarily or partially and permanent as certified by the Workers' Compensation Board or other competent authority approved by the Board.

14. **Service Credit Earned After Entitlement Age:** Eligible Firefighters who have attained the Entitlement Age are eligible to earn Service Credit during the Program Year of attaining the Entitlement Age and all Program Years thereafter. Service Awards earned during the Program Year of attaining Entitlement Age shall be added retroactively to the Participant's Accrued Monthly Service Award Benefit Commencement Date. Service Awards earned in the Program Year(s) following the attainment of the Entitlement Age shall be added to the Participant's Accrued Monthly Service Award effective January 1 following the Program Year in which the Service Credit was earned.

15. **Maximum Years of Service Credit:** The maximum number of years of Service Credit that shall be earned by any Participant is forty (40) years.

16. **Vesting of Accrued Monthly Service Award:** A Participant's Accrued Monthly Service Award shall become 100% Vested (i.e. he or she shall earn a nonforfeitable right to 100% of his or her Accrued Monthly Service Award) after he or she meets one of the following criteria:

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a. Attains the Entitlement Age while an Eligible Firefighter; or,
b. Is awarded a finding of Total and Permanent Disability by the Board.
c. A Pre-2010 Participant becomes twenty percent (20%) vested upon earning one (1) year of Service Credit, and twenty percent (20%) for each additional year of Service Credit up to one hundred percent (100%) upon earning five (5) years of Service Credit. A Post-2009 Participant becomes one hundred percent (100%) vested upon earning five (5) years of Service Credit.

17. Forfeiture: Forfeiture shall occur after one of the following conditions is met:

a. The earned Service Credit and Accrued Monthly Service Award of a non-vested Participant shall be forfeited as of December 31 of the year the non-vested Participant ceases being an Eligible Firefighter (i.e. is no longer an Active Member of the Getzville Fire Company).

b. A Participant who is convicted of the crime of arson in any degree as defined in the penal law shall not be eligible to receive benefits from a Service Award Program and shall forfeit all rights, he or she may have had to past or future benefits pursuant to a Service Award Program.

c. An Eligible Firefighter waives his or her right to be enrolled in the Town of Amherst Getzville Fire Protection District Service Award Program (see #9).

18. Pre-Entitlement Age Total and Permanent Disability:

a. Definition of Total and Permanent Disability: A Pre-Entitlement Age Participant shall be awarded a Total and Permanent Disability by the Board only if he or she is awarded benefits before attaining the Entitlement Age and before the Participant's Benefit Commencement Date for a total and permanent disability from the Social Security Administration, any entity which pays benefits under the Volunteer Firefighters' Benefit Law or from any other authority approved by the Board and only if the Participant was an Eligible Firefighter after the Effective Date of the Program and on the date such disability commenced.

b. Total and Permanent Disability Benefit: If a Total and Permanent Disability is awarded by the Board in accordance with 18(a), a lump-sum shall be paid to the Participant equal to the discounted actuarial present value of the Participant's Accrued Monthly Service Award earned as of the date such disability payment is awarded by the Board. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program.

c.

Attachment: AMHERST - Getzville Plan Doc. (DB) Restated Jan. 2025- Final Edit (RES-2025-779 : Length of Service Award Program (LOSAP)

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If a participant subsequently recovers from a Total and Permanent Disability after being paid a Total and Permanent Disability Benefit and again becomes an Eligible Firefighter, such Participant shall be considered a new volunteer as of the day he or she again becomes an Eligible Firefighter and except for vesting purposes, shall not again receive Service Credit for volunteer firefighter service prior to that date.

19. **Pre-Entitlement Age Vested Participant Death:** If a vested Participant dies before attaining the Entitlement Age, a lump-sum shall be paid to the Participant's Designated Beneficiary (or estate if no beneficiary is designated) equal to the discounted actuarial present value of the vested Participant's Accrued Monthly Service Award earned as of the date of death. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program.

20. **Commencement of Payments:** In the case of Pre-Entitlement Age Total and Permanent Disability or Pre-Entitlement Age Vested Participant Death, the payment of the lump-sum shall be made as soon as possible after a completed application from a Participant or a Participant's beneficiary and the required point certification are received. Upon attainment of the Entitlement Age, the Benefit Commencement Date shall be the first day of the month coinciding with or next following the date the Participant attained the Entitlement Age. Payment of the Accrued Monthly Service Award shall commence effective on the Benefit Commencement Date.

21. **Form of Payment of Accrued Monthly Service Award:** At Benefit Commencement Date, a Participant's Accrued Monthly Service Award shall be paid on the first day of every month for the lifetime of a Participant or for ten years (i.e., 120 payments), whichever is greater. If a Participant dies before 120 monthly payments have been made from the Benefit Commencement Date, monthly payments shall continue to the Participant's Designated Beneficiary until 120 payments have been paid altogether between the Participant and the Designated Beneficiary (i.e., payments shall cease after the 120th payment). The Designated Beneficiary may elect to be paid in one single lump sum payment equal to the discounted actuarial present value of the payments owed to the Designated Beneficiary. All payments due to a Participant's or a Designated Beneficiary's estate shall be made as an actuarially equivalent lump sum. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program. Payment to the Designated Beneficiary shall not be extended past 120 payments from the Participant's Benefit Commencement Date for Service Credit earned after Entitlement Age.

22. **Program Costs:** The administration costs of operating the Town of Amherst Getzville

Attachment: AMHERST - Getzville Plan Doc. (DB) Restated Jan. 2025- Final Edit (RES-2025-779 : Length of Service Award Program (LOSAP)

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Fire Protection District Service Award Program shall be paid from the Town of Amherst's general operating fund. The Town of Amherst shall contribute to the Town of Amherst Getzville Fire Protection District Service Award Program Trust Fund an amount at least equal to the amount calculated by the actuary retained by the Board as owed to the Trust Fund for each Program Year beginning on or after the Effective Date of the Program.

23. Calculation of Annual Program Cost: The amount calculated by the actuary retained by the Board as the annual cost of the Service Award Program shall be based upon generally accepted actuarial funding methods, cost calculation procedures and assumptions appropriate for volunteer firefighter service award program funding cost calculations.

24. Investment of Service Award Program Funds: A Service Award Program Trust Fund shall be established and maintained by the Board. Unless the Board designates another person and/or entity to be the Service Award Program Trustee, the Board shall be the Service Award Program Trustee and shall invest the Service Award Program trust fund assets. A separate document called the *Town of Amherst Getzville Fire Protection District Service Award Program Trust Document* which sets forth all the rules, restrictions, etc. about the investment of the Service Award Program has been prepared and adopted by the Board. Copies of the Trust Document are available to all persons upon request to the Board.

25. Service Award Program Administration: The Town of Amherst Getzville Fire Protection District Service Award Program shall be administered by the Town of Amherst in accordance with Article 11-A of the New York State General Municipal Law, the Plan Document and all other applicable statutes, rules and regulations.

26. Amendment of Service Award Program: Unless voter approval is required by Article 11-A of the New York State General Municipal Law, amendments to this Service Award Program Plan Document shall be adopted by resolution of the Board. Within one hundred eighty (180) days after the date of adoption by the Board of a resolution amending the Service Award Program or, after the date of approval by voters of a required referendum amending the Town of Amherst Getzville Fire Protection District Service Award Program, a written notice and explanation of such amendment shall be distributed to all persons who participate or are eligible to participate in the Town of Amherst Getzville Fire Protection District Service Award Program. Copies of such written notice and explanation shall be available upon request to the Board to all other persons.

27. Termination of the Service Award Program: The Board may terminate the Town of Amherst Getzville Fire Protection District Service Award Program at any time in accordance with Article 11-A of the New York General Municipal Law, which requires approval by eligible voters residing in the Town of Amherst Getzville Fire Protection District. If the Program shall be terminated, all benefits shall be paid in accordance with the resolution adopted by the Board and the proposition approved by such eligible voters

Attachment: AMHERST - Getzville Plan Doc. (DB) Restated Jan. 2025- Final Edit (RES-2025-779 : Length of Service Award Program (LOSAP)

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of the Town of Amherst Getzville Fire Protection District.

28. **Compliance With Laws:** The Town of Amherst Getzville Fire Protection District Service Award Program shall comply with Article 11-A of the New York State General Municipal Law and all applicable federal laws including but not limited to compliance with those provisions of the Internal Revenue Code that shall result in the payment of federal income tax by a participating volunteer only after the participating volunteer or his or her beneficiary shall actually be paid a Service Award. Any additional provision(s) of this Service Award Program required for such compliance not explicitly stated in this Plan Document shall be automatically included within these provisions. Any written program provision set forth in this Plan Document deemed to be prohibited by the law, rule or regulation shall be ineffective to the extent of any such prohibition without invalidating the remaining program provisions set forth in the Plan Document.

29. **Right to Appeal:** Any person who is denied Service Credit shall, in accordance with the provisions of Section 217(g) of New York State General Municipal Law, have the right to appeal in writing to the Town Board of Trustees to investigate the determination of the denied Service Credit by submitting a written appeal. The decision of the Town Board of Trustees shall be subject to the appropriate judicial review.

30. **Annual Audit Requirement:** The Board shall obtain an annual audit of the Program records by an independent certified public accountant within two hundred seventy days of the end of a Program Year. Such audit shall examine the Program's financial conditions, actuarial assumptions, fiduciary investment and control, and asset allocations, including whether current assets are adequate to fund Program liabilities. The audit report prepared by the certified public accountant shall comply with standard practices for such audits and shall include any information or formatting required by the Office of the New York State Comptroller. The certified public accountant shall present a copy of the audit report to the Board and the Office of the New York State Comptroller. Copies shall also be made available for public inspection and copying.

Attachment: AMHERST - Getzville Plan Doc. (DB) Restated Jan. 2025- Final Edit (RES-2025-779 : Length of Service Award Program (LOSAP)

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GETZVILLE FIRE PROTECTION DISTRICT
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RESOLUTION

The Town Board of the Town of Amherst does hereby, on behalf of the Town, adopt this Getzville Fire District Service Award Program Plan Document through the approved attached Board Resolution.

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This document has been prepared by Penflex Actuarial Services, LLC. for the exclusive use of the Town of Amherst as well as Participants (and their beneficiaries) in the Town of Amherst Getzville Fire Protection District Service Award Program. Any reproduction for parties other than those for whom these documents have been prepared is expressly prohibited without prior consent by Penflex Actuarial Services, LLC.

Attachment: AMHERST - Getzville Plan Doc. (DB) Restated Jan. 2025- Final Edit (RES-2025-779 : Length of Service Award Program (LOSAP)

TOWN OF AMHERST
NORTH AMHERST
FIRE PROTECTION DISTRICT No. 10

SERVICE AWARD PROGRAM

PLAN DOCUMENT

Prepared by
Penflex Actuarial Services, LLC
January 2026

Attachment: AMHERST - North Amherst Plan Doc. (DB) Restated Jan. 2025- Final Edit (RES-2025-779 : Length of Service Award Program

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TOWN OF AMHERST NORTH AMHERST FIRE PROTECTION DISTRICT No. 10 SERVICE AWARD PROGRAM PLAN DOCUMENT

1. **Purpose:** In accordance with Article 11-A of the New York State General Municipal Law, the Town of Amherst adopted a volunteer firefighter "Service Award Program" for active volunteer firefighters of the North Amherst Volunteer Fire Company. The provisions of a service award program regarding firefighter participation, benefits earned and paid, and program operation must be formally stated in a written "Plan Document". This document is the Town of Amherst North Amherst Fire Protection District No.10 Service Award Program Plan Document (the "Plan Document"). When formally adopted by the Town Board of the Town of Amherst shall replace all other documents previously adopted by the Town Board which could be considered to be written Plan Documents, and it shall be the Plan Document effective January 1, 2026.

2. **Type of Program:** Defined Benefit Plan

3. **Program Sponsor:** Town of Amherst

4. **Program Administrator:** Town of Amherst

5. **Effective Date of Program:** January 1, 1993

6. **Program Year:** The twelve (12) consecutive month period beginning each January 1 and ending each December 31.

7. **Eligibility to Participate in the Service Award Program:** Any person who is at least 18 years old and is an active volunteer firefighter of the North Amherst Volunteer Fire Company in accordance with the by-laws of the North Amherst Volunteer Fire Company shall be eligible to become a Participant in the Service Award Program (called an "Eligible Firefighter").

8. **When an Eligible Firefighter Becomes a Participant:** Unless participation is waived, an Eligible Firefighter shall become a Participant on the last day of the Program Year beginning after December 31, 1992, during which he or she first earns a year of Service Credit.

   An individual who is a Participant in another Service Award Program funded by the Town of Amherst upon joining the North Amherst Volunteer Fire Company shall automatically become a Participant in the Service Award Program unless they waive participation.

9. **Waiver of Participation in the Service Award Program:** An Eligible Firefighter may voluntarily waive his or her right to be enrolled in the Town of Amherst North Amherst Fire Protection District No.10 Service Award Program in writing to the Board. Once such waiver is received by the Board and noted for the record, such Eligible Firefighter shall permanently forfeit (see #17) all Service Credit and Accrued Monthly Service Award

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earned to the date of receipt of the waiver. At any time thereafter, such individual may withdraw the waiver in writing to the Board and may again earn Service Credit and Service Awards in accordance with the terms of this Plan Document from the date the written request is received by the Board.

10. **Entitlement Age:** The later of age 55 or the Eligible Firefighter's age on date he or she becomes a Participant.

11. **Monthly Service Award:** $20 per year of Service Credit.

12. **Accrued Monthly Service Award:** A Participant's Accrued Monthly Service Award equals a Participant's years of Service Credit multiplied by the Monthly Service Award and shall be paid after attainment of the Entitlement Age at the Participant's Benefit Commencement Date in accordance with provision #20 and provision #21 of this Plan Document. The Accrued Monthly Service Award shall be adjusted for Service Credit earned after attainment of the Entitlement Age in accordance with provision #14.

13. **Service Credit:** An Eligible Firefighter earns Service Award Program points under the Town of Amherst North Amherst Fire Protection District No.10 Service Award Program Point System (i.e. the "Point System"), which is explained in a separate document. The Point System may be amended from time to time by the Board. In addition, points can be awarded for Military Leave and Line of Duty Disability. Service Credit must be certified, posted and approved in accordance with the Article 11-A of the New York State General Municipal Law.

a. **Service Credit on or After Effective Date:** To earn a year of Service Credit during a Program Year beginning on or after the Effective Date of the Service Award Program, an Eligible Firefighter must earn 50 or more points during the Program Year.

b. **Service Credit Prior to Effective Date:** To qualify to earn Service Credit for active volunteer firefighter service with the North Amherst Volunteer Fire Company prior to the effective date an individual must:

i. Be an Eligible Firefighter during 1993

ii. Earn at least one year of Service Credit under the Point System during 1993 unless an extension is granted by the Board to an individual for a severe medical condition. However, this requirement 13 (b) (ii) shall not apply to an Eligible Firefighter who dies or sustains a total and permanent disablement which prevents such Eligible Firefighter from earning at least one year of Service Credit in 1993 as determined by the Board.

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iii. Maximum of five (5) years of credit service prior to the Effective Date of the Program.

c. Service Credit for Military Leave: A Participant whose volunteer fire service is interrupted by full-time extended obligatory military service or by a single voluntary enlistment not to exceed four years in the armed forces of the United States shall be considered on military leave. During such period of military leave, the Participant shall be eligible to be earn a year of Service Credit under the Point System (50 points) for each complete Program Year on military leave. For periods of military leave of less than one Program Year, the Participant shall be eligible to be awarded pro-rated points. Provided, however, such Participant on military leave must again become an Eligible Firefighter within one year after his military leave expires and subsequently earn one year of Service Credit before any Service Credit is granted for military leave. Military leave Service Credit shall be automatically granted to any Participant on military leave from the North Amherst Volunteer Fire Company who dies or is totally and permanently disabled while in active military duty.

d. Service Credit for Line of Duty Disability Provision: In the event that an Eligible Firefighter is either totally and temporarily disabled, or partially and permanently disabled, as certified by the Workers' Compensation Board or other competent authority approved by the Board, and the disability occurs during the course of service as a volunteer, while actively engaged in providing line of duty services, as defined in subdivision one of section five of the Volunteer Firefighter' Benefit Law, the firefighter shall receive five points for each complete calendar month that such disability remains either totally and temporarily or partially and permanent as certified by the Workers' Compensation Board or other competent authority approved by the Board.

14. Service Credit Earned After Entitlement Age: Eligible Firefighters who have attained the Entitlement Age are eligible to earn Service Credit during the Program Year of attaining the Entitlement Age and all Program Years thereafter. Service Awards earned during the Program Year of attaining Entitlement Age shall be added retroactively to the Participant's Accrued Monthly Service Award Benefit Commencement Date. Service Awards earned in the Program Year(s) following the attainment of the Entitlement Age shall be added to the Participant's Accrued Monthly Service Award effective January 1 following the Program Year in which the Service Credit was earned.

15. Maximum Years of Service Credit: The maximum number of years of Service Credit that shall be earned by any Participant is forty (40) years.

16. Vesting of Accrued Monthly Service Award: A Participant's Accrued Monthly Service Award shall become 100% Vested (i.e. he or she shall earn a nonforfeitable right to 100%

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of his or her Accrued Monthly Service Award) after he or she meets one of the following criteria:

a. Attains the Entitlement Age while an Eligible Firefighter; or,

b. Is awarded a finding of Total and Permanent Disability by the Board.

c. A Pre-2010 Participant becomes twenty percent (20%) vested upon earning one (1) year of Service Credit and twenty percent (20%) for each additional year of Service Credit up to one hundred percent (100%) upon earning five (5) years of Service Credit. A Post-2009 Participant becomes one hundred percent (100%) vested upon earning five (5) years of Service Credit.

17. Forfeiture: Forfeiture shall occur after one of the following conditions is met:

a. The earned Service Credit and Accrued Monthly Service Award of a non-vested Participant shall be forfeited as of December 31 of the year the non-vested Participant ceases being an Eligible Firefighter (i.e. is no longer an Active Member of the North Amherst Volunteer Fire Company).

b. A Participant who is convicted of the crime of arson in any degree as defined in the penal law shall not be eligible to receive benefits from a Service Award Program and shall forfeit all rights, he or she may have had to past or future benefits pursuant to a Service Award Program.

c. An Eligible Firefighter waives his or her right to be enrolled in the Town of Amherst North Amherst Fire Protection District No.10 Service Award Program (see #9).

18. Pre-Entitlement Age Total and Permanent Disability:

a. Definition of Total and Permanent Disability: A Pre-Entitlement Age Participant shall be awarded a Total and Permanent Disability by the Board only if he or she is awarded benefits before attaining the Entitlement Age and before the Participant's Benefit Commencement Date for a total and permanent disability from the Social Security Administration, any entity which pays benefits under the Volunteer Firefighters' Benefit Law or from any other authority approved by the Board and only if the Participant was an Eligible Firefighter after the Effective Date of the Program and on the date such disability commenced.

b. Total and Permanent Disability Benefit: If a Total and Permanent Disability is awarded by the Board in accordance with 18(a), a lump-sum shall be paid to the Participant equal to the discounted actuarial present value of the Participant's Accrued Monthly Service Award earned as of the date such disability payment is awarded by the Board. For the purposes of determining discounted actuarial present

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value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program.

If a participant subsequently recovers from a Total and Permanent Disability after being paid a Total and Permanent Disability Benefit and again becomes an Eligible Firefighter, such Participant shall be considered a new volunteer as of the day he or she again becomes an Eligible Firefighter and except for vesting purposes, shall not again receive Service Credit for volunteer firefighter service prior to that date.

19. **Pre-Entitlement Age Vested Participant Death:** If a vested Participant dies before attaining the Entitlement Age, a lump-sum shall be paid to the Participant's Designated Beneficiary (or estate if no beneficiary is designated) equal to the discounted actuarial present value of the vested Participant's Accrued Monthly Service Award earned as of the date of death. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program.

20. **Commencement of Payments:** In the case of Pre-Entitlement Age Total and Permanent Disability or Pre-Entitlement Age Vested Participant Death, the payment of the lump-sum shall be made as soon as possible after a completed application from a Participant or a Participant's beneficiary and the required point certification are received. Upon attainment of the Entitlement Age, the Benefit Commencement Date shall be the first day of the month coinciding with or next following the date the Participant attained the Entitlement Age. Payment of the Accrued Monthly Service Award shall commence effective on the Benefit Commencement Date.

21. **Form of Payment of Accrued Monthly Service Award:** At Benefit Commencement Date, a Participant's Accrued Monthly Service Award shall be paid on the first day of every month for the lifetime of a Participant or for ten years (i.e., 120 payments), whichever is greater. If a Participant dies before 120 monthly payments have been made from the Benefit Commencement Date, monthly payments shall continue to the Participant's Designated Beneficiary until 120 payments have been paid altogether between the Participant and the Designated Beneficiary (i.e., payments shall cease after the 120th payment). The Designated Beneficiary may elect to be paid in one single lump sum payment equal to the discounted actuarial present value of the payments owed to the Designated Beneficiary. All payments due to a Participant's or a Designated Beneficiary's estate shall be made as an actuarially equivalent lump sum. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program. Payment to the Designated Beneficiary shall not be extended past 120 payments from the Participant's Benefit Commencement Date for Service Credit earned after Entitlement Age.

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TOWN OF AMHERST NORTH AMHERST FIRE PROTECTION DISTRICT No. 10 SERVICE AWARD PROGRAM PLAN DOCUMENT

22. **Program Costs:** The administration costs of operating the Town of Amherst North Amherst Fire Protection District No.10 Service Award Program shall be paid from the Town of Amherst's general operating fund. The Town of Amherst shall contribute to the Town of Amherst North Amherst Fire Protection District No.10 Service Award Program Trust Fund an amount at least equal to the amount calculated by the actuary retained by the Board as owed to the Trust Fund for each Program Year beginning on or after the Effective Date of the Program.

23. **Calculation of Annual Program Cost:** The amount calculated by the actuary retained by the Board as the annual cost of the Service Award Program shall be based upon generally accepted actuarial funding methods, cost calculation procedures and assumptions appropriate for volunteer firefighter service award program funding cost calculations.

24. **Investment of Service Award Program Funds:** A Service Award Program Trust Fund shall be established and maintained by the Board. Unless the Board designates another person and/or entity to be the Service Award Program Trustee, the Board shall be the Service Award Program Trustee and shall invest the Service Award Program trust fund assets. A separate document called the *Town of Amherst North Amherst Fire Protection District No.10 Service Award Program Trust Document* which sets forth all the rules, restrictions, etc. about the investment of the Service Award Program has been prepared and adopted by the Board. Copies of the Trust Document are available to all persons upon request to the Board.

25. **Service Award Program Administration:** The Town of Amherst North Amherst Fire Protection District No.10 Service Award Program shall be administered by the Town of Amherst in accordance with Article 11-A of the New York State General Municipal Law, the Plan Document and all other applicable statutes, rules and regulations.

26. **Amendment of Service Award Program:** Unless voter approval is required by Article 11-A of the New York State General Municipal Law, amendments to this Service Award Program Plan Document shall be adopted by resolution of the Board. Within one hundred eighty (180) days after the date of adoption by the Board of a resolution amending the Service Award Program or, after the date of approval by voters of a required referendum amending the Town of Amherst North Amherst Fire Protection District No.10 Service Award Program, a written notice and explanation of such amendment shall be distributed to all persons who participate or are eligible to participate in the Town of Amherst North Amherst Fire Protection District No.10 Service Award Program. Copies of such written notice and explanation shall be available upon request to the Board to all other persons.

27. **Termination of the Service Award Program:** The Board may terminate the Town of Amherst North Amherst Fire Protection District No.10 Service Award Program at any time

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TOWN OF AMHERST NORTH AMHERST FIRE PROTECTION DISTRICT No. 10 SERVICE AWARD PROGRAM PLAN DOCUMENT

in accordance with Article 11-A of the New York General Municipal Law, which requires approval by eligible voters residing in the Town of Amherst North Amherst Fire Protection District No.10. If the Program shall be terminated, all benefits shall be paid in accordance with the resolution adopted by the Board and the proposition approved by such eligible voters of the Town of Amherst North Amherst Fire Protection District No.10.

28. **Compliance With Laws:** The Town of Amherst North Amherst Fire Protection District No.10 Service Award Program shall comply with Article 11-A of the New York State General Municipal Law and all applicable federal laws including but not limited to compliance with those provisions of the Internal Revenue Code that shall result in the payment of federal income tax by a participating volunteer only after the participating volunteer or his or her beneficiary shall actually be paid a Service Award. Any additional provision(s) of this Service Award Program required for such compliance not explicitly stated in this Plan Document shall be automatically included within these provisions. Any written program provision set forth in this Plan Document deemed to be prohibited by the law, rule or regulation shall be ineffective to the extent of any such prohibition without invalidating the remaining program provisions set forth in the Plan Document.

29. **Right to Appeal:** Any person who is denied Service Credit shall, in accordance with the provisions of Section 217(g) of New York State General Municipal Law, have the right to appeal in writing to the Town Board of Trustees to investigate the determination of the denied Service Credit by submitting a written appeal. The decision of the Town Board of Trustees shall be subject to the appropriate judicial review.

30. **Annual Audit Requirement:** The Board shall obtain an annual audit of the Program records by an independent certified public accountant within two hundred seventy days of the end of a Program Year. Such audit shall examine the Program's financial conditions, actuarial assumptions, fiduciary investment and control, and asset allocations, including whether current assets are adequate to fund Program liabilities. The audit report prepared by the certified public accountant shall comply with standard practices for such audits and shall include any information or formatting required by the Office of the New York State Comptroller. The certified public accountant shall present a copy of the audit report to the Board and the Office of the New York State Comptroller. Copies shall also be made available for public inspection and copying.

Attachment: AMHERST - North Amherst Plan Doc. (DB) Restated Jan. 2025- Final Edit (RES-2025-779 : Length of Service Award Program

TOWN OF AMHERST NORTH AMHERST FIRE PROTECTION DISTRICT No. 10 SERVICE AWARD PROGRAM PLAN DOCUMENT

RESOLUTION

The Town Board of the Town of Amherst does hereby, on behalf of the Town, adopt this North Amherst Fire Protection District Service Award Program Plan Document through the approved attached Board Resolution.

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This document has been prepared by Penflex Actuarial Services, LLC. for the exclusive use of the Town of Amherst as well as Participants (and their beneficiaries) in the Town of Amherst North Amherst Fire Protection District Service Award Program. Any reproduction for parties other than those for whom these documents have been prepared is expressly prohibited without prior consent by Penflex Actuarial Services, LLC.

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TOWN OF AMHERST
MAIN TRANSIT
FIRE PROTECTION DISTRICT No. 14

SERVICE AWARD PROGRAM

PLAN DOCUMENT

Prepared by
Penflex Actuarial Services, LLC
January 2026

Attachment: AMHERST - Main Transit Plan Doc. (DB) Restated Jan. 2025- FINAL EDIT (RES-2025-779 : Length of Service Award Program

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TOWN OF AMHERST MAIN TRANSIT FIRE PROTECTION DISTRICT No. 14 SERVICE AWARD PROGRAM PLAN DOCUMENT

1. **Purpose:** In accordance with Article 11-A of the New York State General Municipal Law, the Town of Amherst adopted a volunteer firefighter "Service Award Program" for active volunteer firefighters of the Main Transit Volunteer Fire Company. The provisions of a service award program regarding firefighter participation, benefits earned and paid, and program operation must be formally stated in a written "Plan Document". This document is the Town of Amherst Main Transit Fire Protection District No.14 Service Award Program Plan Document (the "Plan Document"). When formally adopted by the Town Board of the Town of Amherst shall replace all other documents previously adopted by the Town Board which could be considered to be written Plan Documents, and it shall be the Plan Document effective January 1, 2026.

2. **Type of Program:** Defined Benefit Plan

3. **Program Sponsor:** Town of Amherst

4. **Program Administrator:** Town of Amherst

5. **Effective Date of Program:** January 1, 1992

6. **Program Year:** The twelve (12) consecutive month period beginning each January 1 and ending each December 31.

7. **Eligibility to Participate in the Service Award Program:** Any person who is at least 18 years old and is an active volunteer firefighter of the Main Transit Volunteer Fire Company in accordance with the by-laws of the Main Transit Fire Company shall be eligible to become a Participant in the Service Award Program (called an "Eligible Firefighter").

8. **When an Eligible Firefighter Becomes a Participant:** Unless participation is waived, an Eligible Firefighter shall become a Participant on the last day of the Program Year beginning after December 31, 1991, during which he or she first earns a year of Service Credit.

   An individual who is a Participant in another Service Award Program funded by the Town of Amherst upon joining the Main Transit Volunteer Fire Company shall automatically become a Participant in the Service Award Program unless they waive participation.

9. **Waiver of Participation in the Service Award Program:** An Eligible Firefighter may voluntarily waive his or her right to be enrolled in the Town of Amherst Main Transit Fire Protection District No.14 Service Award Program in writing to the Board. Once such waiver is received by the Board and noted for the record, such Eligible Firefighter shall permanently forfeit (see #17) all Service Credit and Accrued Monthly Service Award earned to the date of receipt of the waiver. At any time thereafter, such individual may

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TOWN OF AMHERST MAIN TRANSIT FIRE PROTECTION DISTRICT No. 14 SERVICE AWARD PROGRAM PLAN DOCUMENT

withdraw the waiver in writing to the Board and may again earn Service Credit and Service Awards in accordance with the terms of this Plan Document from the date the written request is received by the Board.

10. **Entitlement Age:** The later of age 55 or the Eligible Firefighter's age on date he or she becomes a Participant.

11. **Monthly Service Award:** $20 per year of Service Credit.

12. **Accrued Monthly Service Award:** A Participant's Accrued Monthly Service Award equals a Participant's years of Service Credit multiplied by the Monthly Service Award and shall be paid after attainment of the Entitlement Age at the Participant's Benefit Commencement Date in accordance with provision #20 and provision #21 of this Plan Document. The Accrued Monthly Service Award shall be adjusted for Service Credit earned after attainment of the Entitlement Age in accordance with provision #14.

13. **Service Credit:** An Eligible Firefighter earns Service Award Program points under the Town of Amherst Main Transit Fire Protection District No. 14 Service Award Program Point System (i.e. the "Point System"), which is explained in a separate document. The Point System may be amended from time to time by the Board. In addition, points can be awarded for Military Leave and Line of Duty Disability. Service Credit must be certified, posted and approved in accordance with the Article 11-A of the New York State General Municipal Law.

a. **Service Credit on or After Effective Date:** To earn a year of Service Credit during a Program Year beginning on or after the Effective Date of the Service Award Program, an Eligible Firefighter must earn 50 or more points during the Program Year.

b. **Service Credit Prior to Effective Date:** To qualify to earn Service Credit for active volunteer firefighter service with the Main Transit Volunteer Fire Company prior to the effective date an individual must:

i. Be an Eligible Firefighter during 1992
ii. Earn at least one year of Service Credit under the Point System during 1992 unless an extension is granted by the Board to an individual for a severe medical condition. However, this requirement 13 (b) (ii) shall not apply to an Eligible Firefighter who dies or sustains a total and permanent disablement which prevents such Eligible Firefighter from earning at least one year of Service Credit in 1992 as determined by the Board.
iii. Maximum of five (5) years of credit service prior to the Effective Date of the Program, but not before 1981.

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TOWN OF AMHERST MAIN TRANSIT FIRE PROTECTION DISTRICT No. 14 SERVICE AWARD PROGRAM PLAN DOCUMENT

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c. **Service Credit for Military Leave:** A Participant whose volunteer fire service is interrupted by full-time extended obligatory military service or by a single voluntary enlistment not to exceed four years in the armed forces of the United States shall be considered on military leave. During such period of military leave, the Participant shall be eligible to be earn a year of Service Credit under the Point System (50 points) for each complete Program Year on military leave. For periods of military leave of less than one Program Year, the Participant shall be eligible to be awarded pro-rated points. Provided, however, such Participant on military leave must again become an Eligible Firefighter within one year after his military leave expires and subsequently earn one year of Service Credit before any Service Credit is granted for military leave. Military leave Service Credit shall be automatically granted to any Participant on military leave from the Main Transit Volunteer Fire Company who dies or is totally and permanently disabled while in active military duty.

d. **Service Credit for Line of Duty Disability Provision:** In the event that an Eligible Firefighter is either totally and temporarily disabled, or partially and permanently disabled, as certified by the Workers' Compensation Board or other competent authority approved by the Board, and the disability occurs during the course of service as a volunteer, while actively engaged in providing line of duty services, as defined in subdivision one of section five of the Volunteer Firefighter' Benefit Law, the firefighter shall receive five points for each complete calendar month that such disability remains either totally and temporarily or partially and permanent as certified by the Workers' Compensation Board or other competent authority approved by the Board.

14. **Service Credit Earned After Entitlement Age:** Eligible Firefighters who have attained the Entitlement Age are eligible to earn Service Credit during the Program Year of attaining the Entitlement Age and all Program Years thereafter. Service Awards earned during the Program Year of attaining Entitlement Age shall be added retroactively to the Participant's Accrued Monthly Service Award Benefit Commencement Date. Service Awards earned in the Program Year(s) following the attainment of the Entitlement Age shall be added to the Participant's Accrued Monthly Service Award effective January 1 following the Program Year in which the Service Credit was earned.

15. **Maximum Years of Service Credit:** The maximum number of years of Service Credit that shall be earned by any Participant is forty (40) years.

16. **Vesting of Accrued Monthly Service Award:** A Participant's Accrued Monthly Service Award shall become 100% Vested (i.e. he or she shall earn a nonforfeitable right to 100% of his or her Accrued Monthly Service Award) after he or she meets one of the following criteria:

TOWN OF AMHERST MAIN TRANSIT FIRE PROTECTION DISTRICT No. 14 SERVICE AWARD PROGRAM PLAN DOCUMENT

a. Attains the Entitlement Age while an Eligible Firefighter; or,
b. Is awarded a finding of Total and Permanent Disability by the Board.
c. A Pre-2010 Participant becomes twenty percent (20%) vested upon earning one (1) year of Service Credit, and twenty percent (20%) for each additional year of Service Credit up to one hundred percent (100%) upon earning five (5) years of Service Credit. A Post-2009 Participant becomes one hundred percent (100%) vested upon earning five (5) years of Service Credit.

17. Forfeiture: Forfeiture shall occur after one of the following conditions is met:

a. The earned Service Credit and Accrued Monthly Service Award of a non-vested Participant shall be forfeited as of December 31 of the year the non-vested Participant ceases being an Eligible Firefighter (i.e. is no longer an Active Member of the Main Transit Volunteer Fire Company).

b. A Participant who is convicted of the crime of arson in any degree as defined in the penal law shall not be eligible to receive benefits from a Service Award Program and shall forfeit all rights, he or she may have had to past or future benefits pursuant to a Service Award Program.

c. An Eligible Firefighter waives his or her right to be enrolled in the Town of Amherst Main Transit Fire Protection District No.14 Service Award Program (see #9).

18. Pre-Entitlement Age Total and Permanent Disability:

a. Definition of Total and Permanent Disability: A Pre-Entitlement Age Participant shall be awarded a Total and Permanent Disability by the Board only if he or she is awarded benefits before attaining the Entitlement Age and before the Participant's Benefit Commencement Date for a total and permanent disability from the Social Security Administration, any entity which pays benefits under the Volunteer Firefighters' Benefit Law or from any other authority approved by the Board and only if the Participant was an Eligible Firefighter after the Effective Date of the Program and on the date such disability commenced.

b. Total and Permanent Disability Benefit: If a Total and Permanent Disability is awarded by the Board in accordance with 18(a), a lump-sum shall be paid to the Participant equal to the discounted actuarial present value of the Participant's Accrued Monthly Service Award earned as of the date such disability payment is awarded by the Board. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program.

Attachment: AMHERST - Main Transit Plan Doc. (DB) Restated Jan. 2025- FINAL EDIT (RES-2025-779 : Length of Service Award Program

TOWN OF AMHERST MAIN TRANSIT FIRE PROTECTION DISTRICT No. 14 SERVICE AWARD PROGRAM PLAN DOCUMENT

If a participant subsequently recovers from a Total and Permanent Disability after being paid a Total and Permanent Disability Benefit and again becomes an Eligible Firefighter, such Participant shall be considered a new volunteer as of the day he or she again becomes an Eligible Firefighter and except for vesting purposes, shall not again receive Service Credit for volunteer firefighter service prior to that date.

19. **Pre-Entitlement Age Vested Participant Death:** If a vested Participant dies before attaining the Entitlement Age, a lump sum shall be paid to the Participant's Designated Beneficiary (or estate if no beneficiary is designated) equal to the discounted actuarial present value of the Participant's vested Accrued Monthly Service Award earned as the date of death. If the participant was also an active at the time of death and had earned at least one year of Service Credit in any of the three (3) Program Years preceding their death, the minimum death benefit payable shall be $25,000. For the purposes of determining discounted actuarial present value, the actuarial assumptions shall be the same as those used to determine the annual cost of the Service Award Program.

20. **Commencement of Payments:** In the case of Pre-Entitlement Age Total and Permanent Disability or Pre-Entitlement Age Vested Participant Death, the payment of the lump-sum shall be made as soon as possible after a completed application from a Participant or a Participant's beneficiary and the required point certification are received. Upon attainment of the Entitlement Age, the Benefit Commencement Date shall be the first day of the month coinciding with or next following the date the Participant attained the Entitlement Age. Payment of the Accrued Monthly Service Award shall commence effective on the Benefit Commencement Date.

21. **Form of Payment of Accrued Monthly Service Award:** At Benefit Commencement Date, a Participant's Accrued Monthly Service Award shall be paid on the first day of every month for the lifetime of a Participant or for ten years (i.e., 120 payments), whichever is greater. If a Participant dies before 120 monthly payments have been made from the Benefit Commencement Date, monthly payments shall continue to the Participant's Designated Beneficiary until 120 payments have been paid altogether between the Participant and the Designated Beneficiary (i.e., payments shall cease after the 120th payment). The Designated Beneficiary may elect to be paid in one single lump sum payment equal to the discounted actuarial present value of the payments owed to the Designated Beneficiary. All payments due to a Participant's or a Designated Beneficiary's estate shall be made as an actuarially equivalent lump sum. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program. Payment to the Designated Beneficiary shall not be extended past 120 payments from the Participant's Benefit Commencement Date for Service Credit earned after Entitlement Age.

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TOWN OF AMHERST MAIN TRANSIT FIRE PROTECTION DISTRICT No. 14 SERVICE AWARD PROGRAM PLAN DOCUMENT

22. **Program Costs:** The administration costs of operating the Town of Amherst Main Transit Fire Protection District No.14 Service Award Program shall be paid from the Town of Amherst's general operating fund. The Town of Amherst shall contribute to the Town of Amherst Main Transit Fire Protection District No.14 Service Award Program Trust Fund an amount at least equal to the amount calculated by the actuary retained by the Board as owed to the Trust Fund for each Program Year beginning on or after the Effective Date of the Program.

23. **Calculation of Annual Program Cost:** The amount calculated by the actuary retained by the Board as the annual cost of the Service Award Program shall be based upon generally accepted actuarial funding methods, cost calculation procedures and assumptions appropriate for volunteer firefighter service award program funding cost calculations.

24. **Investment of Service Award Program Funds:** A Service Award Program Trust Fund shall be established and maintained by the Board. Unless the Board designates another person and/or entity to be the Service Award Program Trustee, the Board shall be the Service Award Program Trustee and shall invest the Service Award Program trust fund assets. A separate document called the *Town of Amherst Main Transit Fire Protection District No.14 Service Award Program Trust Document* which sets forth all the rules, restrictions, etc. about the investment of the Service Award Program has been prepared and adopted by the Board. Copies of the Trust Document are available to all persons upon request to the Board.

25. **Service Award Program Administration:** The Town of Amherst Main Transit Fire Protection District No.14 Service Award Program shall be administered by the Town of Amherst in accordance with Article 11-A of the New York State General Municipal Law, the Plan Document and all other applicable statutes, rules and regulations.

26. **Amendment of Service Award Program:** Unless voter approval is required by Article 11-A of the New York State General Municipal Law, amendments to this Service Award Program Plan Document shall be adopted by resolution of the Board. Within one hundred eighty (180) days after the date of adoption by the Board of a resolution amending the Service Award Program or, after the date of approval by voters of a required referendum amending the Town of Amherst Main Transit Fire Protection District No.14 Service Award Program, a written notice and explanation of such amendment shall be distributed to all persons who participate or are eligible to participate in the Town of Amherst Main Transit Fire Protection District No.14 Service Award Program. Copies of such written notice and explanation shall be available upon request to the Board to all other persons.

27. **Termination of the Service Award Program:** The Board may terminate the Town of Amherst Main Transit Fire Protection District No.14 Service Award Program at any time in accordance with Article 11-A of the New York General Municipal Law, which requires

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approval by eligible voters residing in the Town of Amherst Main Transit Fire Protection District No.14. If the Program shall be terminated, all benefits shall be paid in accordance with the resolution adopted by the Board and the proposition approved by such eligible voters of the Town of Amherst Main Transit Fire Protection District No.14.

28. **Compliance With Laws:** The Town of Amherst Main Transit Fire Protection District No.14 Service Award Program shall comply with Article 11-A of the New York State General Municipal Law and all applicable federal laws including but not limited to compliance with those provisions of the Internal Revenue Code that shall result in the payment of federal income tax by a participating volunteer only after the participating volunteer or his or her beneficiary shall actually be paid a Service Award. Any additional provision(s) of this Service Award Program required for such compliance not explicitly stated in this Plan Document shall be automatically included within these provisions. Any written program provision set forth in this Plan Document deemed to be prohibited by the law, rule or regulation shall be ineffective to the extent of any such prohibition without invalidating the remaining program provisions set forth in the Plan Document.

29. **Right to Appeal:** Any person who is denied Service Credit shall, in accordance with the provisions of Section 217(g) of New York State General Municipal Law, have the right to appeal in writing to the Town Board of Trustees to investigate the determination of the denied Service Credit by submitting a written appeal. The decision of the Town Board of Trustees shall be subject to the appropriate judicial review.

30. **Annual Audit Requirement:** The Board shall obtain an annual audit of the Program records by an independent certified public accountant within two hundred seventy days of the end of a Program Year. Such audit shall examine the Program's financial conditions, actuarial assumptions, fiduciary investment and control, and asset allocations, including whether current assets are adequate to fund Program liabilities. The audit report prepared by the certified public accountant shall comply with standard practices for such audits and shall include any information or formatting required by the Office of the New York State Comptroller. The certified public accountant shall present a copy of the audit report to the Board and the Office of the New York State Comptroller. Copies shall also be made available for public inspection and copying.

Attachment: AMHERST - Main Transit Plan Doc. (DB) Restated Jan. 2025- FINAL EDIT (RES-2025-779 : Length of Service Award Program

TOWN OF AMHERST MAIN TRANSIT FIRE PROTECTION DISTRICT No. 14 SERVICE AWARD PROGRAM PLAN DOCUMENT

RESOLUTION

The Town Board of the Town of Amherst does hereby, on behalf of the Town, adopt this Main Transit Fire Protection District No. 14 Service Award Program Plan Document through the approved attached Board Resolution.

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This document has been prepared by Penflex Actuarial Services, LLC. for the exclusive use of the Town of Amherst as well as Participants (and their beneficiaries) in the Town of Amherst Main Transit Fire Protection District No.14 Service Award Program. Any reproduction for parties other than those for whom these documents have been prepared is expressly prohibited without prior consent by Penflex Actuarial Services, LLC.

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TOWN OF AMHERST
NORTH BAILEY
FIRE PROTECTION DISTRICT No. 18

SERVICE AWARD PROGRAM

PLAN DOCUMENT

Prepared by
Penflex Actuarial Services, LLC
January 2026

Attachment: AMHERST - North Bailey Plan Doc. Restated Jan. 2025- Final Edit (RES-2025-779 : Length of Service Award Program (LOSAP)

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TOWN OF AMHERST
NORTH BAILEY FIRE PROTECTION DISTRICT No. 18
SERVICE AWARD PROGRAM
PLAN DOCUMENT

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1. **Purpose:** In accordance with Article 11-A of the New York State General Municipal Law, the Town of Amherst adopted a volunteer firefighter "Service Award Program" for active volunteer firefighters of the North Bailey Volunteer Fire Company. The provisions of a service award program regarding firefighter participation, benefits earned and paid, and program operation must be formally stated in a written "Plan Document". This document is the Town of Amherst North Bailey Fire Protection District No.18 Service Award Program Plan Document (the "Plan Document"). When formally adopted by the Town Board of the Town of Amherst shall replace all other documents previously adopted by the Town Board which could be considered to be written Plan Documents, and it shall be the Plan Document effective January 1, 2026.

2. **Type of Program:** Defined Benefit Plan

3. **Program Sponsor:** Town of Amherst

4. **Program Administrator:** Town of Amherst

5. **Effective Date of Program:** January 1, 1992

6. **Program Year:** The twelve (12) consecutive month period beginning each January 1 and ending each December 31.

7. **Eligibility to Participate in the Service Award Program:** Any person who is at least 18 years old and is an active volunteer firefighter of the North Bailey Volunteer Fire Company in accordance with the by-laws of the North Bailey Volunteer Fire Company shall be eligible to become a Participant in the Service Award Program (called an "Eligible Firefighter").

8. **When an Eligible Firefighter Becomes a Participant:** Unless participation is waived, an Eligible Firefighter shall become a Participant on the last day of the Program Year beginning after December 31, 1991, during which he or she first earns a year of Service Credit.

   An individual who is a Participant in another Service Award Program funded by the Town of Amherst upon joining the North Bailey Volunteer Fire Company shall automatically become a Participant in the Service Award Program unless they waive participation.

9. **Waiver of Participation in the Service Award Program:** An Eligible Firefighter may voluntarily waive his or her right to be enrolled in the Town of Amherst North Bailey Fire Protection District No.18 Service Award Program in writing to the Board. Once such waiver is received by the Board and noted for the record, such Eligible Firefighter shall permanently forfeit (see #17) all Service Credit and Accrued Monthly Service Award earned to the date of receipt of the waiver. At any time thereafter, such individual may

withdraw the waiver in writing to the Board and may again earn Service Credit and Service Awards in accordance with the terms of this Plan Document from the date the written request is received by the Board.

10. **Entitlement Age:** The later of age 55 or the Eligible Firefighter's age on date he or she becomes a Participant.

11. **Monthly Service Award:** $20 per year of Service Credit.

12. **Accrued Monthly Service Award:** A Participant's Accrued Monthly Service Award equals a Participant's years of Service Credit multiplied by the Monthly Service Award and shall be paid after attainment of the Entitlement Age at the Participant's Benefit Commencement Date in accordance with provision #20 and provision #21 of this Plan Document. The Accrued Monthly Service Award shall be adjusted for Service Credit earned after attainment of the Entitlement Age in accordance with provision #14.

13. **Service Credit:** An Eligible Firefighter earns Service Award Program points under the Town of Amherst North Bailey Fire Protection District No.18 Service Award Program Point System (i.e. the "Point System"), which is explained in a separate document. The Point System may be amended from time to time by the Board. In addition, points can be awarded for Military Leave and Line of Duty Disability. Service Credit must be certified, posted and approved in accordance with the Article 11-A of the New York State General Municipal Law.

a. **Service Credit on or After Effective Date:** To earn a year of Service Credit during a Program Year beginning on or after the Effective Date of the Service Award Program, an Eligible Firefighter must earn 50 or more points during the Program Year.

b. **Service Credit Prior to Effective Date:** To qualify to earn Service Credit for active volunteer firefighter service with the North Bailey Volunteer Fire Company prior to the effective date an individual must:

i. Be an Eligible Firefighter during 1992

ii. Earn at least one year of Service Credit under the Point System during 1992 unless an extension is granted by the Board to an individual for a severe medical condition. However, this requirement 13 (b) (ii) shall not apply to an Eligible Firefighter who dies or sustains a total and permanent disablement which prevents such Eligible Firefighter from earning at least one year of Service Credit in 1992 as determined by the Board.

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iii. Maximum of five (5) years of credit service prior to the Effective Date of the Program but not before 1981.

c. Service Credit for Military Leave: A Participant whose volunteer fire service is interrupted by full-time extended obligatory military service or by a single voluntary enlistment not to exceed four years in the armed forces of the United States shall be considered on military leave. During such period of military leave, the Participant shall be eligible to be earn a year of Service Credit under the Point System (50 points) for each complete Program Year on military leave. For periods of military leave of less than one Program Year, the Participant shall be eligible to be awarded pro-rated points. Provided, however, such Participant on military leave must again become an Eligible Firefighter within one year after his military leave expires and subsequently earn one year of Service Credit before any Service Credit is granted for military leave. Military leave Service Credit shall be automatically granted to any Participant on military leave from the North Bailey Volunteer Fire Company who dies or is totally and permanently disabled while in active military duty.

d. Service Credit for Line of Duty Disability Provision: In the event that an Eligible Firefighter is either totally and temporarily disabled, or partially and permanently disabled, as certified by the Workers' Compensation Board or other competent authority approved by the Board, and the disability occurs during the course of service as a volunteer, while actively engaged in providing line of duty services, as defined in subdivision one of section five of the Volunteer Firefighter' Benefit Law, the firefighter shall receive five points for each complete calendar month that such disability remains either totally and temporarily or partially and permanent as certified by the Workers' Compensation Board or other competent authority approved by the Board.

14. Service Credit Earned After Entitlement Age: Eligible Firefighters who have attained the Entitlement Age are eligible to earn Service Credit during the Program Year of attaining the Entitlement Age and all Program Years thereafter. Service Awards earned during the Program Year of attaining Entitlement Age shall be added retroactively to the Participant's Accrued Monthly Service Award Benefit Commencement Date. Service Awards earned in the Program Year(s) following the attainment of the Entitlement Age shall be added to the Participant's Accrued Monthly Service Award effective January 1 following the Program Year in which the Service Credit was earned.

15. Maximum Years of Service Credit: The maximum number of years of Service Credit that shall be earned by any Participant is forty (40) years.

16. Vesting of Accrued Monthly Service Award: A Participant's Accrued Monthly Service Award shall become 100% Vested (i.e. he or she shall earn a nonforfeitable right to 100%

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of his or her Accrued Monthly Service Award) after he or she meets one of the following criteria:

a. Attains the Entitlement Age while an Eligible Firefighter; or,
b. Is awarded a finding of Total and Permanent Disability by the Board.
c. A Pre-2010 Participant becomes twenty percent (20%) vested upon earning one (1) year of Service Credit and twenty percent (20%) for each additional year of Service Credit up to one hundred percent (100%) upon earning five (5) years of Service Credit. A Post-2009 Participant becomes one hundred percent (100%) vested upon earning five (5) years of Service Credit.

17. Forfeiture: Forfeiture shall occur after one of the following conditions is met:

a. The earned Service Credit and Accrued Monthly Service Award of a non-vested Participant shall be forfeited as of December 31 of the year the non-vested Participant ceases being an Eligible Firefighter (i.e. is no longer an Active Member of the North Bailey Volunteer Fire Company).

b. A Participant who is convicted of the crime of arson in any degree as defined in the penal law shall not be eligible to receive benefits from a Service Award Program and shall forfeit all rights, he or she may have had to past or future benefits pursuant to a Service Award Program.

c. An Eligible Firefighter waives his or her right to be enrolled in the Town of Amherst North Bailey Fire Protection District No.18 Service Award Program (see #9).

18. Pre-Entitlement Age Total and Permanent Disability:

a. Definition of Total and Permanent Disability: A Pre-Entitlement Age Participant shall be awarded a Total and Permanent Disability by the Board only if he or she is awarded benefits before attaining the Entitlement Age and before the Participant's Benefit Commencement Date for a total and permanent disability from the Social Security Administration, any entity which pays benefits under the Volunteer Firefighters' Benefit Law or from any other authority approved by the Board and only if the Participant was an Eligible Firefighter after the Effective Date of the Program and on the date such disability commenced.

b. Total and Permanent Disability Benefit: If a Total and Permanent Disability is awarded by the Board in accordance with 18(a), a lump-sum shall be paid to the Participant equal to the discounted actuarial present value of the Participant's Accrued Monthly Service Award earned as of the date such disability payment is awarded by the Board. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program.

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TOWN OF AMHERST
NORTH BAILEY FIRE PROTECTION DISTRICT No. 18
SERVICE AWARD PROGRAM
PLAN DOCUMENT

If a participant subsequently recovers from a Total and Permanent Disability after being paid a Total and Permanent Disability Benefit and again becomes an Eligible Firefighter, such Participant shall be considered a new volunteer as of the day he or she again becomes an Eligible Firefighter and except for vesting purposes, shall not again receive Service Credit for volunteer firefighter service prior to that date.

19. **Pre-Entitlement Age Vested Participant Death:** If a vested Participant dies before attaining the Entitlement Age, a lump-sum shall be paid to the Participant's Designated Beneficiary (or estate if no beneficiary is designated) equal to the discounted actuarial present value of the vested Participant's Accrued Monthly Service Award earned as of the date of death. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program.

20. **Commencement of Payments:** In the case of Pre-Entitlement Age Total and Permanent Disability or Pre-Entitlement Age Vested Participant Death, the payment of the lump-sum shall be made as soon as possible after a completed application from a Participant or a Participant's beneficiary and the required point certification are received. Upon attainment of the Entitlement Age, the Benefit Commencement Date shall be the first day of the month coinciding with or next following the date the Participant attained the Entitlement Age. Payment of the Accrued Monthly Service Award shall commence effective on the Benefit Commencement Date.

21. **Form of Payment of Accrued Monthly Service Award:** At Benefit Commencement Date, a Participant's Accrued Monthly Service Award shall be paid on the first day of every month for the lifetime of a Participant or for ten years (i.e., 120 payments), whichever is greater. If a Participant dies before 120 monthly payments have been made from the Benefit Commencement Date, monthly payments shall continue to the Participant's Designated Beneficiary until 120 payments have been paid altogether between the Participant and the Designated Beneficiary (i.e., payments shall cease after the 120th payment). The Designated Beneficiary may elect to be paid in one single lump sum payment equal to the discounted actuarial present value of the payments owed to the Designated Beneficiary. All payments due to a Participant's or a Designated Beneficiary's estate shall be made as an actuarially equivalent lump sum. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program. Payment to the Designated Beneficiary shall not be extended past 120 payments from the Participant's Benefit Commencement Date for Service Credit earned after Entitlement Age.

22. **Program Costs:** The administration costs of operating the Town of Amherst North Bailey Fire Protection District No.18 Service Award Program shall be paid from the Town of Amherst's general operating fund. The Town of Amherst shall contribute to the Town of

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TOWN OF AMHERST
NORTH BAILEY FIRE PROTECTION DISTRICT No. 18
SERVICE AWARD PROGRAM
PLAN DOCUMENT

Amherst North Bailey Fire Protection District No.18 Service Award Program Trust Fund an amount at least equal to the amount calculated by the actuary retained by the Board as owed to the Trust Fund for each Program Year beginning on or after the Effective Date of the Program.

23. Calculation of Annual Program Cost: The amount calculated by the actuary retained by the Board as the annual cost of the Service Award Program shall be based upon generally accepted actuarial funding methods, cost calculation procedures and assumptions appropriate for volunteer firefighter service award program funding cost calculations.

24. Investment of Service Award Program Funds: A Service Award Program Trust Fund shall be established and maintained by the Board. Unless the Board designates another person and/or entity to be the Service Award Program Trustee, the Board shall be the Service Award Program Trustee and shall invest the Service Award Program trust fund assets. A separate document called the *Town of Amherst North Bailey Fire Protection District No.18 Service Award Program Trust Document* which sets forth all the rules, restrictions, etc. about the investment of the Service Award Program has been prepared and adopted by the Board. Copies of the Trust Document are available to all persons upon request to the Board.

25. Service Award Program Administration: The Town of Amherst North Bailey Fire Protection District No.18 Service Award Program shall be administered by the Town of Amherst in accordance with Article 11-A of the New York State General Municipal Law, the Plan Document and all other applicable statutes, rules and regulations.

26. Amendment of Service Award Program: Unless voter approval is required by Article 11-A of the New York State General Municipal Law, amendments to this Service Award Program Plan Document shall be adopted by resolution of the Board. Within one hundred eighty (180) days after the date of adoption by the Board of a resolution amending the Service Award Program or, after the date of approval by voters of a required referendum amending the Town of Amherst North Bailey Fire Protection District No.18 Service Award Program, a written notice and explanation of such amendment shall be distributed to all persons who participate or are eligible to participate in the Town of Amherst North Bailey Fire Protection District No.18 Service Award Program. Copies of such written notice and explanation shall be available upon request to the Board to all other persons.

27. Termination of the Service Award Program: The Board may terminate the Town of Amherst North Bailey Fire Protection District No.18 Service Award Program at any time in accordance with Article 11-A of the New York General Municipal Law, which requires approval by eligible voters residing in the Town of Amherst North Bailey Fire Protection District No.18. If the Program shall be terminated, all benefits shall be paid in accordance with the resolution adopted by the Board and the proposition approved by such eligible voters of the Town of Amherst North Bailey Fire Protection District No.18.

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TOWN OF AMHERST
NORTH BAILEY FIRE PROTECTION DISTRICT No. 18
SERVICE AWARD PROGRAM
PLAN DOCUMENT

28. **Compliance With Laws:** The Town of Amherst North Bailey Fire Protection District No.18 Service Award Program shall comply with Article 11-A of the New York State General Municipal Law and all applicable federal laws including but not limited to compliance with those provisions of the Internal Revenue Code that shall result in the payment of federal income tax by a participating volunteer only after the participating volunteer or his or her beneficiary shall actually be paid a Service Award. Any additional provision(s) of this Service Award Program required for such compliance not explicitly stated in this Plan Document shall be automatically included within these provisions. Any written program provision set forth in this Plan Document deemed to be prohibited by the law, rule or regulation shall be ineffective to the extent of any such prohibition without invalidating the remaining program provisions set forth in the Plan Document.

29. **Right to Appeal:** Any person who is denied Service Credit shall, in accordance with the provisions of Section 217(g) of New York State General Municipal Law, have the right to appeal in writing to the Town Board of Trustees to investigate the determination of the denied Service Credit by submitting a written appeal. The decision of the Town Board of Trustees shall be subject to the appropriate judicial review.

30. **Annual Audit Requirement:** The Board shall obtain an annual audit of the Program records by an independent certified public accountant within two hundred seventy days of the end of a Program Year. Such audit shall examine the Program's financial conditions, actuarial assumptions, fiduciary investment and control, and asset allocations, including whether current assets are adequate to fund Program liabilities. The audit report prepared by the certified public accountant shall comply with standard practices for such audits and shall include any information or formatting required by the Office of the New York State Comptroller. The certified public accountant shall present a copy of the audit report to the Board and the Office of the New York State Comptroller. Copies shall also be made available for public inspection and copying.

Attachment: AMHERST - North Bailey Plan Doc. Restated Jan. 2025- Final Edit (RES-2025-779 : Length of Service Award Program (LOSAP)

TOWN OF AMHERST
NORTH BAILEY FIRE PROTECTION DISTRICT No. 18
SERVICE AWARD PROGRAM
PLAN DOCUMENT

RESOLUTION

The Town Board of the Town of Amherst does hereby, on behalf of the Town, adopt this North Bailey Fire Protection District No.18 Service Award Program Plan Document through the approved attached Board Resolution.

****

This document has been prepared by Penflex Actuarial Services, LLC. for the exclusive use of the Town of Amherst as well as Participants (and their beneficiaries) in the Town of Amherst North Bailey Fire Protection District No. 18 Service Award Program. Any reproduction for parties other than those for whom these documents have been prepared is expressly prohibited without prior consent by Penflex Actuarial Services, LLC.

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TOWN OF AMHERST
ELLICOTT CREEK
FIRE PROTECTION DISTRICT No. 9

SERVICE AWARD PROGRAM

PLAN DOCUMENT

Prepared by
Penflex Actuarial Services, LLC
January 2026

Attachment: Amherst - Ellicott Creek Plan Doc. (DB) Restated Jan. 2025 Final Edit (RES-2025-779 : Length of Service Award Program (LOSAP)

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TOWN OF AMHERST ELLICOTT CREEK FIRE PROTECTION DISTRICT No. 9 PLAN DOCUMENT

1. **Purpose:** In accordance with Article 11-A of the New York State General Municipal Law, the Town of Amherst adopted a volunteer firefighter "Service Award Program" for active volunteer firefighters of the Ellicott Creek Volunteer Fire Company, Inc. The provisions of a service award program regarding firefighter participation, benefits earned and paid, and program operation must be formally stated in a written "Plan Document". This document is the Town of Amherst Ellicott Creek Fire Protection District No.9 Service Award Program Plan Document (the "Plan Document"). When formally adopted by the Town Board of the Town of Amherst shall replace all other documents previously adopted by the Town Board which could be considered to be written Plan Documents, and it shall be the Plan Document effective January 1, 2026.

2. **Type of Program:** Defined Benefit Plan

3. **Program Sponsor:** Town of Amherst

4. **Program Administrator:** Town of Amherst

5. **Effective Date of Program:** January 1, 1992

6. **Program Year:** The twelve (12) consecutive month period beginning each January 1 and ending each December 31.

7. **Eligibility to Participate in the Service Award Program:** Any person who is at least 18 years old and is an active volunteer firefighter of the Ellicott Creek Volunteer Fire Company, Inc. in accordance with the by-laws of the Ellicott Creek Volunteer Fire Company, Inc shall be eligible to become a Participant in the Service Award Program (called an "Eligible Firefighter").

8. **When an Eligible Firefighter Becomes a Participant:** Unless participation is waived, an Eligible Firefighter shall become a Participant on the last day of the Program Year beginning after December 31, 1991, during which he or she first earns a year of Service Credit.

   An individual who is a Participant in another Service Award Program funded by the Town of Amherst upon joining the Ellicott Creek Volunteer Fire Company, Inc. shall automatically become a Participant in the Service Award Program unless they waive participation.

9. **Waiver of Participation in the Service Award Program:** An Eligible Firefighter may voluntarily waive his or her right to be enrolled in the Town of Amherst Ellicott Creek Fire Protection District No. 9 Service Award Program in writing to the Board. Once such waiver is received by the Board and noted for the record, such Eligible Firefighter shall permanently forfeit (see #17) all Service Credit and Accrued Monthly Service Award

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earned to the date of receipt of the waiver. At any time thereafter, such individual may withdraw the waiver in writing to the Board and may again earn Service Credit and Service Awards in accordance with the terms of this Plan Document from the date the written request is received by the Board.

10. **Entitlement Age:** The later of age 55 or the Eligible Firefighter's age on date he or she becomes a Participant.

11. **Monthly Service Award:** $20 per year of Service Credit.

12. **Accrued Monthly Service Award:** A Participant's Accrued Monthly Service Award equals a Participant's years of Service Credit multiplied by the Monthly Service Award and shall be paid after attainment of the Entitlement Age at the Participant's Benefit Commencement Date in accordance with provision #20 and provision #21 of this Plan Document. The Accrued Monthly Service Award shall be adjusted for Service Credit earned after attainment of the Entitlement Age in accordance with provision #14.

13. **Service Credit:** An Eligible Firefighter earns Service Award Program points under the Town of Amherst Ellicott Creek Fire Protection District No. 9 Service Award Program Point System (i.e. the "Point System"), which is explained in a separate document. The Point System may be amended from time to time by the Board. In addition, points can be awarded for Military Leave and Line of Duty Disability. Service Credit must be certified, posted and approved in accordance with the Article 11-A of the New York State General Municipal Law.

a. **Service Credit on or After Effective Date:** To earn a year of Service Credit during a Program Year beginning on or after the Effective Date of the Service Award Program, an Eligible Firefighter must earn 50 or more points during the Program Year.

b. **Service Credit Prior to Effective Date:** To qualify to earn Service Credit for active volunteer firefighter service with the Ellicott Creek Volunteer Fire Company, Inc. prior to the effective date an individual must:

i. Be an Eligible Firefighter during 1992
ii. Earn at least one year of Service Credit under the Point System during 1992 unless an extension is granted by the Board to an individual for a severe medical condition. However, this requirement 13 (b) (ii) shall not apply to an Eligible Firefighter who dies or sustains a total and permanent disablement which prevents such Eligible Firefighter from earning at least one year of Service Credit in 1992 as determined by the Board.
iii. Maximum of five (5) years of credit service prior to the Effective Date of the Program, but not before 1981.

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c. **Service Credit for Military Leave:** A Participant whose volunteer fire service is interrupted by full-time extended obligatory military service or by a single voluntary enlistment not to exceed four years in the armed forces of the United States shall be considered on military leave. During such period of military leave, the Participant shall be eligible to be earn a year of Service Credit under the Point System (50 points) for each complete Program Year on military leave. For periods of military leave of less than one Program Year, the Participant shall be eligible to be awarded pro-rated points. Provided, however, such Participant on military leave must again become an Eligible Firefighter within one year after his military leave expires and subsequently earn one year of Service Credit before any Service Credit is granted for military leave. Military leave Service Credit shall be automatically granted to any Participant on military leave from the Ellicott Creek Volunteer Fire Company Inc. who dies or is totally and permanently disabled while in active military duty.

d. **Service Credit for Line of Duty Disability Provision:** In the event that an Eligible Firefighter is either totally and temporarily disabled, or partially and permanently disabled, as certified by the Workers' Compensation Board or other competent authority approved by the Board, and the disability occurs during the course of service as a volunteer, while actively engaged in providing line of duty services, as defined in subdivision one of section five of the Volunteer Firefighter' Benefit Law, the firefighter shall receive five points for each complete calendar month that such disability remains either totally and temporarily or partially and permanent as certified by the Workers' Compensation Board or other competent authority approved by the Board.

14. **Service Credit Earned After Entitlement Age:** Eligible Firefighters who have attained the Entitlement Age are eligible to earn Service Credit during the Program Year of attaining the Entitlement Age and all Program Years thereafter. Service Awards earned during the Program Year of attaining Entitlement Age shall be added retroactively to the Participant's Accrued Monthly Service Award Benefit Commencement Date. Service Awards earned in the Program Year(s) following the attainment of the Entitlement Age shall be added to the Participant's Accrued Monthly Service Award effective January 1 following the Program Year in which the Service Credit was earned.

15. **Maximum Years of Service Credit:** The maximum number of years of Service Credit that shall be earned by any Participant is forty (40) years.

16. **Vesting of Accrued Monthly Service Award:** A Participant's Accrued Monthly Service Award shall become 100% Vested (i.e. he or she shall earn a nonforfeitable right to 100% of his or her Accrued Monthly Service Award) after he or she meets one of the following criteria:

TOWN OF AMHERST ELLICOTT CREEK FIRE PROTECTION DISTRICT No. 9 PLAN DOCUMENT

a. Attains the Entitlement Age while an Eligible Firefighter; or,
b. Is awarded a finding of Total and Permanent Disability by the Board.
c. A Pre-2010 Participant becomes twenty percent (20%) vested upon earning one (1) year of Service Credit, and twenty percent (20%) for each additional year of Service Credit up to one hundred percent (100%) upon earning five (5) years of Service Credit. A Post-2009 Participant becomes one hundred percent (100%) vested upon earning five (5) years of Service Credit.

17. Forfeiture: Forfeiture shall occur after one of the following conditions is met:

a. The earned Service Credit and Accrued Monthly Service Award of a non-vested Participant shall be forfeited as of December 31 of the year the non-vested Participant ceases being an Eligible Firefighter (i.e. is no longer an Active Member of the Ellicott Creek Fire Company, Inc.).

b. A Participant who is convicted of the crime of arson in any degree as defined in the penal law shall not be eligible to receive benefits from a Service Award Program and shall forfeit all rights, he or she may have had to past or future benefits pursuant to a Service Award Program.

c. An Eligible Firefighter waives his or her right to be enrolled in the Town of Amherst Ellicott Creek Fire Protection District No.9 Service Award Program (see #9).

18. Pre-Entitlement Age Total and Permanent Disability:

a. Definition of Total and Permanent Disability: A Pre-Entitlement Age Participant shall be awarded a Total and Permanent Disability by the Board only if he or she is awarded benefits before attaining the Entitlement Age and before the Participant's Benefit Commencement Date for a total and permanent disability from the Social Security Administration, any entity which pays benefits under the Volunteer Firefighters' Benefit Law or from any other authority approved by the Board and only if the Participant was an Eligible Firefighter after the Effective Date of the Program and on the date such disability commenced.

b. Total and Permanent Disability Benefit: If a Total and Permanent Disability is awarded by the Board in accordance with 18(a), a lump-sum shall be paid to the Participant equal to the discounted actuarial present value of the Participant's Accrued Monthly Service Award earned as of the date such disability payment is awarded by the Board. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program.

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If a participant subsequently recovers from a Total and Permanent Disability after being paid a Total and Permanent Disability Benefit and again becomes an Eligible Firefighter, such Participant shall be considered a new volunteer as of the day he or she again becomes an Eligible Firefighter and except for vesting purposes, shall not again receive Service Credit for volunteer firefighter service prior to that date.

19. **Pre-Entitlement Age Vested Participant Death:** If a vested Participant dies before attaining the Entitlement Age, a lump sum shall be paid to the Participant's Designated Beneficiary (or estate if no beneficiary is designated) equal to the discounted actuarial present value of the Participant's vested Accrued Monthly Service Award earned as the date of death. If the participant was also an active at the time of death and had earned at least one year of Service Credit in any of the three (3) Program Years preceding their death, the minimum death benefit payable shall be $25,000. For the purposes of determining discounted actuarial present value, the actuarial assumptions shall be the same as those used to determine the annual cost of the Service Award Program.

20. **Commencement of Payments:** In the case of Pre-Entitlement Age Total and Permanent Disability or Pre-Entitlement Age Vested Participant Death, the payment of the lump-sum shall be made as soon as possible after a completed application from a Participant or a Participant's beneficiary and the required point certification are received. Upon attainment of the Entitlement Age, the Benefit Commencement Date shall be the first day of the month coinciding with or next following the date the Participant attained the Entitlement Age. Payment of the Accrued Monthly Service Award shall commence effective on the Benefit Commencement Date.

21. **Form of Payment of Accrued Monthly Service Award:** At Benefit Commencement Date, a Participant's Accrued Monthly Service Award shall be paid on the first day of every month for the lifetime of a Participant or for ten years (i.e., 120 payments), whichever is greater. If a Participant dies before 120 monthly payments have been made from the Benefit Commencement Date, monthly payments shall continue to the Participant's Designated Beneficiary until 120 payments have been paid altogether between the Participant and the Designated Beneficiary (i.e., payments shall cease after the 120th payment). The Designated Beneficiary may elect to be paid in one single lump sum payment equal to the discounted actuarial present value of the payments owed to the Designated Beneficiary. All payments due to a Participant's or a Designated Beneficiary's estate shall be made as an actuarially equivalent lump sum. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program. Payment to the Designated Beneficiary shall not be extended past 120 payments from the Participant's Benefit Commencement Date for Service Credit earned after Entitlement Age.

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22. **Program Costs:** The administration costs of operating the Town of Amherst Ellicott Creek Fire Protection District No. 9 Service Award Program shall be paid from the Town of Amherst's general operating fund. The Town of Amherst shall contribute to the Town of Amherst Ellicott Creek Fire Protection District No. 9 Service Award Program Trust Fund an amount at least equal to the amount calculated by the actuary retained by the Board as owed to the Trust Fund for each Program Year beginning on or after the Effective Date of the Program.

23. **Calculation of Annual Program Cost:** The amount calculated by the actuary retained by the Board as the annual cost of the Service Award Program shall be based upon generally accepted actuarial funding methods, cost calculation procedures and assumptions appropriate for volunteer firefighter service award program funding cost calculations.

24. **Investment of Service Award Program Funds:** A Service Award Program Trust Fund shall be established and maintained by the Board. Unless the Board designates another person and/or entity to be the Service Award Program Trustee, the Board shall be the Service Award Program Trustee and shall invest the Service Award Program trust fund assets. A separate document called the *Town of Amherst Ellicott Creek Fire Protection District No.9 Service Award Program Trust Document* which sets forth all the rules, restrictions, etc. about the investment of the Service Award Program has been prepared and adopted by the Board. Copies of the Trust Document are available to all persons upon request to the Board.

25. **Service Award Program Administration:** The Town of Amherst Ellicott Creek Fire Protection District No. 9 Service Award Program shall be administered by the Town of Amherst in accordance with Article 11-A of the New York State General Municipal Law, the Plan Document and all other applicable statutes, rules and regulations.

26. **Amendment of Service Award Program:** Unless voter approval is required by Article 11-A of the New York State General Municipal Law, amendments to this Service Award Program Plan Document shall be adopted by resolution of the Board. Within one hundred eighty (180) days after the date of adoption by the Board of a resolution amending the Service Award Program or, after the date of approval by voters of a required referendum amending the Town of Amherst Ellicott Creek Fire Protection District No. 9 Service Award Program, a written notice and explanation of such amendment shall be distributed to all persons who participate or are eligible to participate in the Town of Amherst Ellicott Creek Fire Protection District No. 9 Service Award Program. Copies of such written notice and explanation shall be available upon request to the Board to all other persons.

27. **Termination of the Service Award Program:** The Board may terminate the Town of Amherst Ellicott Creek Fire Protection District No. 9 Service Award Program at any time in accordance with Article 11-A of the New York General Municipal Law, which requires approval by eligible voters residing in the Town of Amherst Ellicott Creek Fire Protection

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District No. 9. If the Program shall be terminated, all benefits shall be paid in accordance with the resolution adopted by the Board and the proposition approved by such eligible voters of the Town of Amherst Ellicott Creek Fire Protection District No. 9.

28. The Town of Amherst Ellicott Creek Fire Protection District No. 9 Service Award Program shall comply with Article 11-A of the New York State General Municipal Law and all applicable federal laws including but not limited to compliance with those provisions of the Internal Revenue Code that shall result in the payment of federal income tax by a participating volunteer only after the participating volunteer or his or her beneficiary shall actually be paid a Service Award. Any additional provision(s) of this Service Award Program required for such compliance not explicitly stated in this Plan Document shall be automatically included within these provisions. Any written program provision set forth in this Plan Document deemed to be prohibited by the law, rule or regulation shall be ineffective to the extent of any such prohibition without invalidating the remaining program provisions set forth in the Plan Document.

29. **Right to Appeal:** Any person who is denied Service Credit shall, in accordance with the provisions of Section 217(g) of New York State General Municipal Law, have the right to appeal in writing to the Town Board of Trustees to investigate the determination of the denied Service Credit by submitting a written appeal. The decision of the Town Board of Trustees shall be subject to the appropriate judicial review.

30. **Annual Audit Requirement:** The Board shall obtain an annual audit of the Program records by an independent certified public accountant within two hundred seventy days of the end of a Program Year. Such audit shall examine the Program's financial conditions, actuarial assumptions, fiduciary investment and control, and asset allocations, including whether current assets are adequate to fund Program liabilities. The audit report prepared by the certified public accountant shall comply with standard practices for such audits and shall include any information or formatting required by the Office of the New York State Comptroller. The certified public accountant shall present a copy of the audit report to the Board and the Office of the New York State Comptroller. Copies shall also be made available for public inspection and copying.

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TOWN OF AMHERST ELLICOTT CREEK FIRE PROTECTION DISTRICT No. 9 PLAN DOCUMENT

RESOLUTION

The Town Board of the Town of Amherst does hereby, on behalf of the Town, adopt this Ellicott Creek Fire Protection District No.9 Service Award Program Plan Document through the approved attached Board Resolution.

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This document has been prepared by Penflex Actuarial Services, LLC. for the exclusive use of the Town of Amherst as well as Participants (and their beneficiaries) in the Town of Amherst Ellicott Creek Fire Protection District No. 9 Service Award Program. Any reproduction for parties other than those for whom these documents have been prepared is expressly prohibited without prior consent by Penflex Actuarial Services, LLC.

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TOWN OF AMHERST &
TOWN OF CLARENCE
EAST AMHERST
FIRE DEPARTMENT

SERVICE AWARD PROGRAM

PLAN DOCUMENT

Prepared by
Penflex Actuarial Services, LLC
January 2026

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PLAN DOCUMENT

1. **Purpose:** In accordance with Article 11-A of the New York State General Municipal Law, the Town of Amherst and Town of Clarence adopted a volunteer firefighter "Service Award Program" for active volunteer firefighters of the East Amherst Fire Department. The provisions of a service award program regarding firefighter participation, benefits earned and paid, and program operation must be formally stated in a written "Plan Document". This document is the Town of Amherst and Town of Clarence East Amherst Fire Department Service Award Program Plan Document (the "Plan Document"). When formally adopted by the Town Boards of Amherst and Clarence shall replace all other documents previously adopted by the Town Boards which could be considered to be written Plan Documents, and it shall be the Plan Document effective January 1, 2026.

2. **Type of Program:** Defined Benefit Plan

3. **Program Sponsors:** Town of Amherst and Town of Clarence.

4. **Program Administrator:** Town of Amherst.

5. **Program Advisory Committee:** The Town of Amherst and the Town of Clarence have established a Joint LOSAP Committee to coordinate the administration of the program.

6. **Effective Date of Program:** January 1, 1992

7. **Program Year:** The twelve (12) consecutive month period beginning each January 1 and ending each December 31.

8. **Eligibility to Participate in the Service Award Program:** Any person who is at least 18 years old and is an active volunteer firefighter of the East Amherst Fire Department in accordance with the by-laws of the East Amherst Fire Department shall be eligible to become a Participant in the Service Award Program (called an "Eligible Firefighter").

9. **When an Eligible Firefighter Becomes a Participant:** Unless participation is waived, an Eligible Firefighter shall become a Participant on the last day of the Program Year beginning after December 31, 1991, during which he or she first earns a year of Service Credit.

   An individual who is a Participant in another Service Award Program funded by the Town of Amherst and Town of Clarence upon joining the East Amherst Fire Department shall automatically become a Participant in the Service Award Program unless they waive participation.

10. **Waiver of Participation in the Service Award Program:** An Eligible Firefighter may voluntarily waive his or her right to be enrolled in the Town of Amherst and Town of

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Clarence East Amherst Fire Department Service Award Program in writing to the plan administrator. Once such waiver is received by the plan administrator and noted for the record, such Eligible Firefighter shall permanently forfeit (see #18) all Service Credit and Accrued Monthly Service Award earned to the date of receipt of the waiver. At any time thereafter, such individual may withdraw the waiver in writing to the plan administrator and may again earn Service Credit and Service Awards in accordance with the terms of this Plan Document from the date the written request is received by the plan administrator.

11. **Entitlement Age:** The later of age 55 or the Eligible Firefighter's age on date he or she becomes a Participant.

12. **Monthly Service Award:** $20 per year of Service Credit.

13. **Accrued Monthly Service Award:** A Participant's Accrued Monthly Service Award equals a Participant's years of Service Credit multiplied by the Monthly Service Award and shall be paid after attainment of the Entitlement Age at the Participant's Benefit Commencement Date in accordance with provision #21 and provision #22 of this Plan Document. The Accrued Monthly Service Award shall be adjusted for Service Credit earned after attainment of the Entitlement Age in accordance with provision #15.

14. **Service Credit:** An Eligible Firefighter earns Service Award Program points under the Town of Amherst and Town of Clarence East Amherst Fire Department Service Award Program Point System (i.e. the "Point System"), which is explained in the attached document. The Point System may be amended from time to time by the plan administrator. In addition, points can be awarded for Military Leave, Line of Duty Disability, Death, and Total and Permanent Disability. Service Credit must be certified, posted and approved in accordance with the Article 11-A of the New York State General Municipal Law.

a. **Service Credit on or After Effective Date:** To earn a year of Service Credit during a Program Year beginning on or after the Effective Date of the Service Award Program, an Eligible Firefighter must earn 50 or more points during the Program Year.

b. **Service Credit Prior to Effective Date:** To qualify to earn Service Credit for active volunteer firefighter service with the East Amherst Fire Department prior to the effective date an individual must:

i. Be an Eligible Firefighter during 1992

ii. Earn at least one year of Service Credit under the Point System during 1992 unless an extension is granted by the Board to an individual for a severe medical condition. However, this requirement 13 (b) (ii) shall not apply to an Eligible Firefighter who

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dies or sustains a total and permanent disablement which prevents such Eligible Firefighter from earning at least one year of Service Credit in 1992 as determined by the Board.

iii. Maximum of five (5) years of credit service prior to the Effective Date of the Program.

c. Service Credit for Military Leave: A Participant whose volunteer fire service is interrupted by full-time extended obligatory military service or by a single voluntary enlistment not to exceed four years in the armed forces of the United States shall be considered on military leave. During such period of military leave, the Participant shall be eligible to be earn a year of Service Credit under the Point System (50 points) for each complete Program Year on military leave. For periods of military leave of less than one Program Year, the Participant shall be eligible to be awarded pro-rated points. Provided, however, such Participant on military leave must again become an Active Member before any Service Credit is granted for military leave. Military leave Service Credit shall be automatically granted to any Participant on military leave from the East Amherst Fire Department who dies or is totally and permanently disabled while in active military duty.

d. Service Credit for Line of Duty Disability Provision: In the event that an Eligible Firefighter is either totally and temporarily disabled, or partially and permanently disabled, as certified by the Workers' Compensation Board or other competent authority approved by the plan administrator, and the disability occurs during the course of service as a volunteer, while actively engaged in providing line of duty services, as defined in subdivision one of section five of the Volunteer Firefighter' Benefit Law, the firefighter shall receive five points for each complete calendar month that such disability remains either totally and temporarily or partially and permanent as certified by the Workers' Compensation Board or other competent authority approved by the plan administrator.

e. Service Credit in Year of Death: If a participant passes away while still an active volunteer and has not yet reached the maximum allowable Years of Service Credit, they will automatically be awarded one additional Year of Service Credit for the year of their death, regardless of their age. This additional credit will be included in the calculation of any death benefits payable under the plan. This ensures that their benefits are calculated as if they had completed the full year.

f. Service Credit for Total and Permanent Disability: If a previously eligible participant later becomes totally and permanently disabled and qualifies for disability benefits under the plan, they will receive a Year of Service Credit for the last year in which they actively volunteered. This ensures that their prior service is recognized when determining their benefits.

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15. **Service Credit Earned After Entitlement Age:** Eligible Firefighters who have attained the Entitlement Age are eligible to earn Service Credit during the Program Year of attaining the Entitlement Age and all Program Years thereafter. The Monthly Service Award earned for each year of Service Credit during or after the Program Year of attaining Entitlement Age shall be added to the Participant's Accrued Monthly Service Award effective January 1 following the year in which Service Credit was earned.

16. **Maximum Years of Service Credit:** The maximum number of years of Service Credit that shall be earned by any Participant is forty (40) years.

17. **Vesting of Accrued Monthly Service Award:** A Participant's Accrued Monthly Service Award shall become 100% Vested (i.e. he or she shall earn a nonforfeitable right to 100% of his or her Accrued Monthly Service Award) after he or she meets one of the following criteria:

a. Earns and does not forfeit five (5) years of Service Credit, including prior Service Credit; or,

b. Attains the Entitlement Age while an Eligible Firefighter; or,

c. Is awarded a finding of Total and Permanent Disability by the Board; or,

d. The Participant dies while an Active Member.

18. **Forfeiture:** Forfeiture shall occur after one of the following conditions is met:

a. The earned Service Credit and Accrued Monthly Service Award of a non-vested Participant shall be forfeited as of December 31 of the year the non-vested Participant ceases being an Eligible Firefighter (i.e. is no longer an Active Member of the East Amherst Fire Department). However, if such former non-vested Participant again becomes an Active Member of the East Amherst Fire Department and subsequently earns one (1) year of Service Credit under the applicable Point System, the former non-vested Participant's forfeited Service Credit shall be restored effective December 31 of the Program Year the additional Service Credit is earned.

b. A Participant who is convicted of the crime of arson in any degree as defined in the penal law shall not be eligible to receive benefits from a Service Award Program and shall forfeit all rights, he or she may have had to past or future benefits pursuant to a Service Award Program.

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c. An Eligible Firefighter waives his or her right to be enrolled in the Town of Amherst and Town of Clarence East Amherst Fire Department Service Award Program (see #10).

19. Pre-Entitlement Age Total and Permanent Disability:

a. Definition of Total and Permanent Disability: A Pre-Entitlement Age Participant shall be awarded a Total and Permanent Disability by the Board only if he or she is awarded benefits before attaining the Entitlement Age and before the Participant's Benefit Commencement Date for a total and permanent disability from the Social Security Administration, any entity which pays benefits under the Volunteer Firefighters' Benefit Law or from any other authority approved by the plan administrator and only if the Participant was an Eligible Firefighter after the Effective Date of the Program and on the date such disability commenced.

b. Total and Permanent Disability Benefit: If a Total and Permanent Disability is awarded by the Board in accordance with 18(a), a lump-sum shall be paid to the Participant equal to the discounted actuarial present value of the Participant's Accrued Monthly Service Award earned as of the date such disability payment is awarded by the plan administrator. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program.

If a participant subsequently recovers from a Total and Permanent Disability after being paid a Total and Permanent Disability Benefit and again becomes an Eligible Firefighter, such Participant shall be considered a new volunteer as of the day he or she again becomes an Eligible Firefighter and except for vesting purposes, shall not again receive Service Credit for volunteer firefighter service prior to that date.

20. Pre-Entitlement Age Vested Participant Death: If a vested Participant dies before attaining the Entitlement Age, a lump-sum shall be paid to the Participant's Designated Beneficiary (or estate if no beneficiary is designated) equal to the discounted actuarial present value of the vested Participant's Accrued Monthly Service Award earned as of the date of death. If the Participant was also an active Participant at time of death, the minimum death benefit payable shall be $25,000. At the inception of the LOSAP Program individual annuities were issued for Participants. Any Participants who still hold an annuity must contact the annuity carrier directly for information. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program.

21. Commencement of Payments: In the case of Pre-Entitlement Age Total and Permanent Disability or Pre-Entitlement Age Vested Participant Death, the payment of the lump-sum

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shall be made as soon as possible after a completed application from a Participant or a Participant's beneficiary and the required point certification are received. Upon attainment of the Entitlement Age, the Benefit Commencement Date shall be the first day of the month coinciding with or next following the date the Participant attained the Entitlement Age. Payment of the Accrued Monthly Service Award shall commence effective on the Benefit Commencement Date.

22. **Form of Payment of Accrued Monthly Service Award:** At Benefit Commencement Date, a Participant's Accrued Monthly Service Award shall be paid on the first day of every month for the lifetime of a Participant or for ten years (i.e., 120 payments), whichever is greater. If a Participant dies before 120 monthly payments have been made from the Benefit Commencement Date, monthly payments shall continue to the Participant's Designated Beneficiary until 120 payments have been paid altogether between the Participant and the Designated Beneficiary (i.e., payments shall cease after the 120th payment). The Designated Beneficiary may elect to be paid in one single lump sum payment equal to the discounted actuarial present value of the payments owed to the Designated Beneficiary. All payments due to a Participant's or a Designated Beneficiary's estate shall be made as an actuarially equivalent lump sum. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program. Payment to the Designated Beneficiary shall not be extended past 120 payments from the Participant's Benefit Commencement Date for Service Credit earned after Entitlement Age.

23. **Program Costs:** The administration costs of operating the Town of Amherst and Town of Clarence East Amherst Fire Department Service Award Program shall be paid from the Town of Amherst's general operating fund from which the Town of Clarence will then receive an invoice for its portion. The Town of Amherst shall contribute to the Town of Amherst and East Amherst Fire Department Service Award Program Trust Fund an amount at least equal to the amount calculated by the actuary retained by the Board as owed to the Trust Fund for each Program Year beginning on or after the Effective Date of the Program for which the Town of Clarence will contribute their portion for the Program.

24. **Calculation of Annual Program Cost:** The amount calculated by the actuary retained by the Town of Amherst as the annual cost of the Service Award Program shall be based upon generally accepted actuarial funding methods, cost calculation procedures and assumptions appropriate for volunteer firefighter service award program funding cost calculations.

25. **Investment of Service Award Program Funds:** A Service Award Program Trust Fund shall be established and maintained by the Board. Unless the Board designates another person and/or entity to be the Service Award Program Trustee, the Board shall be the Service Award Program Trustee and shall invest the Service Award Program trust fund

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assets. A separate document called the *Town of Amherst Service Award Program Trust Document* which sets forth all the rules, restrictions, etc. about the investment of the Service Award Program has been prepared for and adopted by the Town of Amherst and approved by the Towns of Amherst and Clarence Joint LOSAP Committee. Copies of the Trust Document are available to all persons upon request.

26. **Service Award Program Administration:** The Town of Amherst and Town of Clarence East Amherst Fire Department Service Award Program shall be administered by the Town of Amherst in coordination with the Towns of Amherst and Clarence Joint LOSAP Committee. The plan will be administered in accordance with Article 11-A of the New York State General Municipal Law, the Plan Document and all other applicable statutes, rules and regulations.

27. **Amendment of Service Award Program:** Unless voter approval is required by Article 11-A of the New York State General Municipal Law, amendments to this Service Award Program Plan Document shall be adopted by resolution of the Board through the Joint LOSAP Committee. Within one hundred eighty (180) days after the date of adoption by the resolution amending the Service Award Program or, after the date of approval by voters of a required referendum amending the Town of Amherst and Town of Clarence East Amherst Fire Department Service Award Program, a written notice and explanation of such amendment shall be distributed to all persons who participate or are eligible to participate in the Town of Amherst and Town of Clarence East Amherst Fire Department Service Award Program. Copies of such written notice and explanation shall be available upon request.

28. **Termination of the Service Award Program:** The Board may terminate the Town of Amherst and Town of Clarence East Amherst Fire Department Service Award Program at any time in accordance with Article 11-A of the New York General Municipal Law, which requires approval by eligible voters residing in the Town of Amherst and Town of Clarence East Amherst Fire Department. If the Program shall be terminated, all benefits shall be paid in accordance with the resolution adopted by the Board and the proposition approved by such eligible voters of the Town of Amherst and Town of Clarence for the East Amherst Fire Department.

29. **Compliance With Laws:** The Town of Amherst and Town of Clarence East Amherst Fire Department Service Award Program shall comply with Article 11-A of the New York State General Municipal Law and all applicable federal laws including but not limited to compliance with those provisions of the Internal Revenue Code that shall result in the payment of federal income tax by a participating volunteer only after the participating volunteer or his or her beneficiary shall actually be paid a Service Award. Any additional provision(s) of this Service Award Program required for such compliance not explicitly stated in this Plan Document shall be automatically included within these provisions. Any

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written program provision set forth in this Plan Document deemed to be prohibited by the law, rule or regulation shall be ineffective to the extent of any such prohibition without invalidating the remaining program provisions set forth in the Plan Document.

30. **Right to Appeal:** Any person who is denied Service Credit shall, in accordance with the provisions of Section 217(g) of New York State General Municipal Law, have the right to appeal in writing to the Town Board to investigate the determination of the denied Service Credit by submitting a written appeal. The decision of the Town Board of shall be subject to the appropriate judicial review.

31. **Annual Audit Requirement:** The Board shall obtain an annual audit of the Program records by an independent certified public accountant within two hundred seventy days of the end of a Program Year. Such audit shall examine the Program's financial conditions, actuarial assumptions, fiduciary investment and control, and asset allocations, including whether current assets are adequate to fund Program liabilities. The audit report prepared by the certified public accountant shall comply with standard practices for such audits and shall include any information or formatting required by the Office of the New York State Comptroller. The certified public accountant shall present a copy of the audit report to the Board and the Office of the New York State Comptroller. Copies shall also be made available for public inspection and copying.

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TOWN OF AMHERST & TOWN OF CLARENCE
EAST AMHERST FIRE DEPARTMENT
SERVICE AWARD PROGRAM
PLAN DOCUMENT

RESOLUTION

The Town Board of the Town of Amherst does hereby, on behalf of the Town, adopt this East Amherst Fire Company, Inc. Service Award Program Plan Document through the approved attached Board Resolution.

The Town Board of the Town of Clarence does hereby, on behalf of the Town, adopt this East Amherst Fire Company, Inc. Service Award Program Plan Document through the approved attached Board Resolution.

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This document has been prepared by Penflex Actuarial Services, LLC. for the exclusive use of the Town of Amherst and Town of Clarence as well as Participants (and their beneficiaries) in the Town of Amherst and Town of Clarence East Amherst Fire Department Service Award Program. Any reproduction for parties other than those for whom these documents have been prepared is expressly prohibited without prior consent by Penflex Actuarial Services, LLC.

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TOWN OF AMHERST & TOWN OF CLARENCE SWORMVILLE FIRE COMPANY, INC.

SERVICE AWARD PROGRAM

PLAN DOCUMENT

Prepared by
Penflex Actuarial Services, LLC
January 2026

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RESOLUTION **10**

TOWN OF AMHERST & TOWN OF CLARENCE
SWORMVILLE FIRE COMPANY, INC.
SERVICE AWARD PROGRAM
PLAN DOCUMENT

1. **Purpose:** In accordance with Article 11-A of the New York State General Municipal Law, the Town of Amherst and Town of Clarence adopted a volunteer firefighter "Service Award Program" for active volunteer firefighters of the Swormville Fire Company. The provisions of a service award program regarding firefighter participation, benefits earned and paid, and program operation must be formally stated in a written "Plan Document". This document is the Town of Amherst and Town of Clarence Swormville Fire Company, Inc. Service Award Program Plan Document (the "Plan Document"). When formally adopted by the Town Boards of Amherst and Clarence shall replace all other documents previously adopted by the Town Boards which could be considered to be written Plan Documents, and it shall be the Plan Document effective January 1, 2026.

2. **Type of Program:** Defined Benefit Plan

3. **Program Sponsor:** Town of Amherst and Town of Clarence

4. **Program Administrator:** Town of Amherst

5. **Program Advisory Committee:** The Town of Amherst and the Town of Clarence have formed a joint advisory committee to coordinate administration of the program.

6. **Effective Date of Program:** January 1, 1992

7. **Program Year:** The twelve (12) consecutive month period beginning each January 1 and ending each December 31.

8. **Eligibility to Participate in the Service Award Program:** Any person who is at least 18 years old and is an active volunteer firefighter of the Swormville Fire Company in accordance with the by-laws of the Swormville Fire Company shall be eligible to become a Participant in the Service Award Program (called an "Eligible Firefighter").

9. **When an Eligible Firefighter Becomes a Participant:** Unless participation is waived, an Eligible Firefighter shall become a Participant on the last day of the Program Year beginning after December 31, 1991, during which he or she first earns a year of Service Credit.

   An individual who is a Participant in another Service Award Program funded by the Town of Amherst and Town of Clarence upon joining the Swormville Fire Company shall automatically become a Participant in the Service Award Program unless they waive participation.

10. **Waiver of Participation in the Service Award Program:** An Eligible Firefighter may voluntarily waive his or her right to be enrolled in the Town of Amherst and Town of

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TOWN OF AMHERST & TOWN OF CLARENCE
SWORMVILLE FIRE COMPANY, INC.
SERVICE AWARD PROGRAM
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Clarence Swormville Fire Company, Inc. Service Award Program in writing to the plan administrator. Once such waiver is received by the administrator and noted for the record, such Eligible Firefighter shall permanently forfeit (see #18) all Service Credit and Accrued Monthly Service Award earned to the date of receipt of the waiver. At any time thereafter, such individual may withdraw the waiver in writing to administrator and may again earn Service Credit and Service Awards in accordance with the terms of this Plan Document from the date the written request is received by administrator.

11. **Entitlement Age:** The later of age 62 or the Eligible Firefighter's age on date he or she becomes a Participant.

12. **Monthly Service Award:** $20 per year of Service Credit.

13. **Accrued Monthly Service Award:** A Participant's Accrued Monthly Service Award equals a Participant's years of Service Credit multiplied by the Monthly Service Award and shall be paid after attainment of the Entitlement Age at the Participant's Benefit Commencement Date in accordance with provision #21 and provision #22 of this Plan Document. The Accrued Monthly Service Award shall be adjusted for Service Credit earned after attainment of the Entitlement Age in accordance with provision #15.

14. **Service Credit:** An Eligible Firefighter earns Service Award Program points under the Town of Amherst and Town of Clarence Swormville Fire Company, Inc. Service Award Program Point System (i.e. the "Point System"), which is explained in the attached document. The Point System may be amended from time to time by the administrator in coordination with the joint LOSAP Committee. In addition, points can be awarded for Military Leave, Line of Duty Disability, Death, and Total and Permanent Disability. Service Credit must be certified, posted and approved in accordance with the Article 11-A of the New York State General Municipal Law.

a. **Service Credit on or After Effective Date:** To earn a year of Service Credit during a Program Year beginning on or after the Effective Date of the Service Award Program, an Eligible Firefighter must earn 50 or more points during the Program Year.

b. **Service Credit Prior to Effective Date:** To qualify to earn Service Credit for active volunteer firefighter service with the Swormville Fire Company prior to the effective date an individual must:

i. Be an Eligible Firefighter during 1992

ii. Earn at least one year of Service Credit under the Point System during 1992 unless an extension is granted by the Board to an individual for a severe medical condition.

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However, this requirement 13 (b) (ii) shall not apply to an Eligible Firefighter who dies or sustains a total and permanent disablement which prevents such Eligible Firefighter from earning at least one year of Service Credit in 1992 as determined by the Board.

iii. Maximum of five (5) years of credit service prior to the Effective Date of the Program.

c. Service Credit for Military Leave: A Participant whose volunteer fire service is interrupted by full-time extended obligatory military service or by a single voluntary enlistment not to exceed four years in the armed forces of the United States shall be considered on military leave. During such period of military leave, the Participant shall be eligible to be earn a year of Service Credit under the Point System (50 points) for each complete Program Year on military leave. For periods of military leave of less than one Program Year, the Participant shall be eligible to be awarded pro-rated points. Provided, however, such Participant on military leave must again become an Active Member before any Service Credit is granted for military leave. Military leave Service Credit shall be automatically granted to any Participant on military leave from the Swormville Fire Company who dies or is totally and permanently disabled while in active military duty.

d. Service Credit for Line of Duty Disability Provision: In the event that an Eligible Firefighter is either totally and temporarily disabled, or partially and permanently disabled, as certified by the Workers' Compensation Board or other competent authority approved by the Joint LOSAP Committee, and the disability occurs during the course of service as a volunteer, while actively engaged in providing line of duty services, as defined in subdivision one of section five of the Volunteer Firefighter' Benefit Law, the firefighter shall receive five points for each complete calendar month that such disability remains either totally and temporarily or partially and permanent as certified by the Workers' Compensation Board or other competent authority approved by the Joint LOSAP Committee.

e. Service Credit in Year of Death: If a participant passes away while still an active volunteer and has not yet reached the maximum allowable Years of Service Credit, they will automatically be awarded one additional Year of Service Credit for the year of their death, regardless of their age. This additional credit will be included in the calculation of any death benefits payable under the plan. This ensures that their benefits are calculated as if they had completed the full year.

f. Service Credit for Total and Permanent Disability: If a previously eligible participant later becomes totally and permanently disabled and qualifies for disability benefits under the plan, they will receive a Year of Service Credit for the last year in

which they actively volunteered. This ensures that their prior service is recognized when determining their benefits.

15. **Service Credit Earned After Entitlement Age:** Eligible Firefighters who have attained the Entitlement Age are eligible to earn Service Credit during the Program Year of attaining the Entitlement Age and all Program Years thereafter. The Monthly Service Award earned for each year of Service Credit during or after the Program Year of attaining Entitlement Age shall be added to the Participant's Accrued Monthly Service Award effective January 1 following the year in which Service Credit was earned.

16. **Maximum Years of Service Credit:** The maximum number of years of Service Credit that shall be earned by any Participant is forty (40) years.

17. **Vesting of Accrued Monthly Service Award:** A Participant's Accrued Monthly Service Award shall become 100% Vested (i.e. he or she shall earn a nonforfeitable right to 100% of his or her Accrued Monthly Service Award) after he or she meets one of the following criteria:

a. Earns and does not forfeit five (5) years of Service Credit, including prior Service Credit; or

b. Attains the Entitlement Age while an Eligible Firefighter; or,

c. Is awarded a finding of Total and Permanent Disability by the Board; or,

d. The Participant dies while an Active Member.

18. **Forfeiture:** Forfeiture shall occur after one of the following conditions is met:

a. The earned Service Credit and Accrued Monthly Service Award of a non-vested Participant shall be forfeited as of December 31 of the year the non-vested Participant ceases being an Eligible Firefighter (i.e. is no longer an Active Member of the Swormville Fire Company). However, if such former non-vested Participant again becomes an Active Member of the Swormville Fire Company the former non-vested Participant's forfeited Service Credit shall be restored effective December 31 of the Program Year the additional Service Credit is earned.

b. A Participant who is convicted of the crime of arson in any degree as defined in the penal law shall not be eligible to receive benefits from a Service Award Program and shall forfeit all rights, he or she may have had to past or future benefits pursuant to a Service Award Program.

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TOWN OF AMHERST & TOWN OF CLARENCE
SWORMVILLE FIRE COMPANY, INC.
SERVICE AWARD PROGRAM
PLAN DOCUMENT

c. An Eligible Firefighter waives his or her right to be enrolled in the Town of Amherst and Town of Clarence Swormville Fire Company, Inc. Service Award Program (see #10).

19. Pre-Entitlement Age Total and Permanent Disability:

a. Definition of Total and Permanent Disability: A Pre-Entitlement Age Participant shall be awarded a Total and Permanent Disability by the administrator only if he or she is awarded benefits before attaining the Entitlement Age and before the Participant's Benefit Commencement Date for a total and permanent disability from the Social Security Administration, any entity which pays benefits under the Volunteer Firefighters' Benefit Law or from any other authority approved by the administrator and only if the Participant was an Eligible Firefighter after the Effective Date of the Program and on the date such disability commenced.

b. Total and Permanent Disability Benefit: If a Total and Permanent Disability is awarded by the administrator in accordance with 18(a), a lump-sum shall be paid to the Participant equal to the discounted actuarial present value of the Participant's Accrued Monthly Service Award earned as of the date such disability payment is awarded by the administrator. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program.

If a participant subsequently recovers from a Total and Permanent Disability after being paid a Total and Permanent Disability Benefit and again becomes an Eligible Firefighter, such Participant shall be considered a new volunteer as of the day he or she again becomes an Eligible Firefighter and except for vesting purposes, shall not again receive Service Credit for volunteer firefighter service prior to that date.

20. Pre-Entitlement Age Vested Participant Death: If a vested Participant dies before attaining the Entitlement Age, a lump-sum shall be paid to the Participant's Designated Beneficiary (or estate if no beneficiary is designated) equal to the discounted actuarial present value of the vested Participant's Accrued Monthly Service Award earned as of the date of death. If the Participant was also an active Participant at time of death, the minimum death benefit payable shall be $25,000. At the inception of the LOSAP Program individual annuities were issued for Participants. Any Participants who still hold an annuity must contact the annuity carrier directly for information. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program.

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TOWN OF AMHERST & TOWN OF CLARENCE
SWORMVILLE FIRE COMPANY, INC.
SERVICE AWARD PROGRAM
PLAN DOCUMENT

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21. **Commencement of Payments:** In the case of Pre-Entitlement Age Total and Permanent Disability or Pre-Entitlement Age Vested Participant Death, the payment of the lump-sum shall be made as soon as possible after a completed application from a Participant or a Participant's beneficiary and the required point certification are received. Upon attainment of the Entitlement Age, the Benefit Commencement Date shall be the first day of the month coinciding with or next following the date the Participant attained the Entitlement Age. Payment of the Accrued Monthly Service Award shall commence effective on the Benefit Commencement Date.

22. **Form of Payment of Accrued Monthly Service Award:** At Benefit Commencement Date, a Participant's Accrued Monthly Service Award shall be paid on the first day of every month for the lifetime of a Participant or for ten years (i.e., 120 payments), whichever is greater. If a Participant dies before 120 monthly payments have been made from the Benefit Commencement Date, monthly payments shall continue to the Participant's Designated Beneficiary until 120 payments have been paid altogether between the Participant and the Designated Beneficiary (i.e., payments shall cease after the 120th payment). The Designated Beneficiary may elect to be paid in one single lump sum payment equal to the discounted actuarial present value of the payments owed to the Designated Beneficiary. All payments due to a Participant's or a Designated Beneficiary's estate shall be made as an actuarially equivalent lump sum. For the purposes of determining discounted actuarial present value, the actuarial assumptions used shall be the same as those used to determine the annual cost of the Service Award Program. Payment to the Designated Beneficiary shall not be extended past 120 payments from the Participant's Benefit Commencement Date for Service Credit earned after Entitlement Age.

23. **Program Costs:** The administration costs of operating the Town of Amherst and Town of Clarence Swormville Fire Company, Inc. Service Award Program shall be paid from the Town of Amherst's general operating fund from which the Town of Clarence will then receive an invoice for their portion. The Town of Amherst shall contribute to the Town of Amherst and Town of Clarence Swormville Fire Company, Inc. Service Award Program Trust Fund an amount at least equal to the amount calculated by the actuary retained by the Boards as owed to the Trust Fund for each Program Year beginning on or after the Effective Date of the Program for which the Town of Clarence will contribute their portion for the Program.

24. **Calculation of Annual Program Cost:** The amount calculated by the actuary retained by the Town of Amherst as the annual cost of the Service Award Program shall be based upon generally accepted actuarial funding methods, cost calculation procedures and assumptions appropriate for volunteer firefighter service award program funding cost calculations.

TOWN OF AMHERST & TOWN OF CLARENCE
SWORMVILLE FIRE COMPANY, INC.
SERVICE AWARD PROGRAM
PLAN DOCUMENT

25. **Investment of Service Award Program Funds:** A Service Award Program Trust Fund shall be established and maintained by the Boards. Unless the Boards designates another person and/or entity to be the Service Award Program Trustee, the Boards shall be the Service Award Program Trustee and shall invest the Service Award Program trust fund assets. A separate document called the *Town of Amherst Service Award Program Trust Document* which sets forth all the rules, restrictions, etc. about the investment of the Service Award Program has been prepared by Penflex and adopted by the Town of Amherst. Copies of the Trust Document are available to all persons upon request.

26. **Service Award Program Administration:** The Town of Amherst and Town of Clarence Swormville Fire Company, Inc. Service Award Program shall be administered by the Town of Amherst in coordination with the joint LOSAP Committee in accordance with Article 11-A of the New York State General Municipal Law, the Plan Document and all other applicable statutes, rules and regulations.

27. **Amendment of Service Award Program:** Unless voter approval is required by Article 11-A of the New York State General Municipal Law, amendments to this Service Award Program Plan Document shall be adopted by resolution of the Boards through the Joint LOSAP Committee. Within one hundred eighty (180) days after the date of adoption by the resolution amending the Service Award Program or, after the date of approval by voters of a required referendum amending the Town of Amherst and Town of Clarence Swormville Fire Company, Inc. Service Award Program, a written notice and explanation of such amendment shall be distributed to all persons who participate or are eligible to participate in the Town of Amherst and Town of Clarence Swormville Fire Company, Inc. Service Award Program. Copies of such written notice and explanation shall be available upon request.

28. **Termination of the Service Award Program:** The Boards may terminate the Town of Amherst and Town of Clarence Swormville Fire Company, Inc. Service Award Program at any time in accordance with Article 11-A of the New York General Municipal Law, which requires approval by eligible voters residing in the Town of Amherst and Town of Clarence. If the Program shall be terminated, all benefits shall be paid in accordance with the resolution adopted by the Boards and the proposition approved by such eligible voters of the Town of Amherst and Town of Clarence for the Swormville Fire Company.

29. **Compliance With Laws:** The Town of Amherst and Town of Clarence Swormville Fire Company, Inc. Service Award Program shall comply with Article 11-A of the New York State General Municipal Law and all applicable federal laws including but not limited to compliance with those provisions of the Internal Revenue Code that shall result in the payment of federal income tax by a participating volunteer only after the participating

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volunteer or his or her beneficiary shall actually be paid a Service Award. Any additional provision(s) of this Service Award Program required for such compliance not explicitly stated in this Plan Document shall be automatically included within these provisions. Any written program provision set forth in this Plan Document deemed to be prohibited by the law, rule or regulation shall be ineffective to the extent of any such prohibition without invalidating the remaining program provisions set forth in the Plan Document.

30. **Right to Appeal:** Any person who is denied Service Credit shall, in accordance with the provisions of Section 217(g) of New York State General Municipal Law, have the right to appeal in writing to the Amherst Town Board to investigate the determination of the denied Service Credit by submitting a written appeal. The decision of the Town Board shall be subject to the appropriate judicial review.

31. **Annual Audit Requirement:** The Boards shall obtain an annual audit of the Program records by an independent certified public accountant within two hundred seventy days of the end of a Program Year. Such audit shall examine the Program's financial conditions, actuarial assumptions, fiduciary investment and control, and asset allocations, including whether current assets are adequate to fund Program liabilities. The audit report prepared by the certified public accountant shall comply with standard practices for such audits and shall include any information or formatting required by the Office of the New York State Comptroller. The certified public accountant shall present a copy of the audit report to the Boards and the Office of the New York State Comptroller. Copies shall also be made available for public inspection and copying.

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TOWN OF AMHERST & TOWN OF CLARENCE
SWORMVILLE FIRE COMPANY, INC.
SERVICE AWARD PROGRAM
PLAN DOCUMENT

RESOLUTION

The Town Board of the Town of Amherst does hereby, on behalf of the Town, adopts this Swormville Fire Company, Inc. Service Award Program Plan Document through the approved attached Board Resolution.

The Town Board of the Town of Clarence does hereby, on behalf of the Town, adopts this Swormville Fire Company, Inc. Service Award Program Plan Document through the approved attached Board Resolution.

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This document has been prepared by Penflex Actuarial Services, LLC. for the exclusive use of the Town of Amherst and Town of Clarence as well as Participants (and their beneficiaries) in the Town of Amherst and Town of Clarence Swormville Fire Company, Inc. Service Award Program. Any reproduction for parties other than those for whom these documents have been prepared is expressly prohibited without prior consent by Penflex Actuarial Services, LLC.

Attachment: AMHERST (Clarence) - Swormville Plan Doc. (DB) Restated Jan 2025 -Edited (002).docx2 (RES-2025-779 : Length of Service Award

Town of Amherst
Service Award Programs
Point System
(East Amherst, Ellicott Creek, Getzville,
Main-Transit, North Bailey & Swormville)

1. <u>Training Courses (other than drills)</u> – 25 point maximum

Base on duration of training courses as follows:

1. Under 20 hours: One (1) point per hour; no more than five (5) points per course.

2. 20 to 45 hours: Five (5) points plus one (1) point per hour for each hour over twenty hours; no more than ten (10) points per course.

3. Over 45 to 100 hours: Fifteen (15) points per course.

4. Over 100 hours: Twenty-five (25) points per course.

NOTE: Training courses should be satisfactorily completed (certification of completion required) and designated in advance as approved courses by Chief, Captain or President. Points shall be awarded in the year in which the training course is completed (i.e., ends). A list of approved courses will be posted and updated periodically. Persons who are paid to attend training courses as part of their job or profession get no credit in the Service Award Program for attending such courses.

2. <u>Attendance at Drills</u> – 20 points maximum

One (1) point per drill (the State law required a drill to be a minimum of two hours duration).

3. <u>Participation in Sleep-in or Stand-by Sessions</u> – 20 points maximum

Sleep-in Session: One (1) point for each full night, which is defined to be 10:00 PM to 6:00 AM.

Stand-by Session: One (1) point for each session (four-hour minimum duration); a "stand-by" is defined in the State Law as "a line of duty activity of the volunteer fire company, lasting for four hours, not falling under one of the other categories."

NOTE: All stand-by and sleep-in activity must be authorized by the Captain, President or Chief.

Attachment: Town of Amherst Point System (RES-2025-779 : Length of Service Award Program (LOSAP) Policy Manual)

4. Holding a Specific Elected or Appointed Position – 25 points maximum

Points are awarded only after having completed twelve months in a position which is set forth in the fire company bylaws:

Title	Points	Title	Points
Chief	25	Sergeant-at-Arms	5
Any/All Assistant Chiefs	20	Mechanic	5
Other Elected Firematic Officers	10	Appointed Officers	5
Captains	10		
Lieutenants	5		
President	25	Board Member	10
Vice President	20	Recording Secretary	20
Treasurer	20	Correspondence	20

NOTE: Points are awarded annually, up to a maximum of twenty-five (25) points, for a person who simultaneously completed a one-year term in more than one office. An officer may be required to have fulfilled the duties of the offices before points are granted.

In addition, one (1) point is earned for each convention meeting attended by an Active Member as a convention delegate appointed by the Fire Company.

5. Attendance at Meetings – 20 points maximum

Attendance at any official Fire Company meeting – One (1) point per meeting.

NOTE: Must be an official meeting of the Fire Company, called by the President or Chief that all Active Members may attend.

6. Participation in Department Responses – 50 points maximum

Points are credited on an all or nothing basis for attending the minimum percentage of the total responses (or calls) the Fire Company during the calendar year as outlined below. If an Active member responds to the minimum percentage of Fire Calls, the Active Member is credited with 25 points. If the Active Member responds to the minimum percentage of Ambulance Calls, the Active Member is credited with 25 points. An Active Member of a Fire Company that responds to the minimum percentage of both Fire and Ambulance calls is credited with 50 points. The required minimum percentage of calls is:

Attachment: Town of Amherst Point System (RES-2025-779 : Length of Service Award Program (LOSAP) Policy Manual)

Fire Calls (General Alarms, Signal 8 Alarms and Duty Company calls).

- 10% of total Fire Calls if the Fire Company responds to less than 500 Fire Calls during the calendar year.
- 7.5% of total Fire Calls if the Fire Company responds to at least 500 but less than 1,000 Fire Calls during the calendar year.
- 5.0% of total Fire Calls if the Fire Company responds to at least 1,000 but less than 1,500 Fire Calls during the calendar year.
- 2.5% of total Fire Calls if the Fire Company responds to 1,500 or more Fire Calls during the calendar year.

Ambulance Calls (Ambulance/EMS Responses

- 10% of total Ambulance Calls if the Fire Company responds to less than 500 Ambulance Calls during the calendar year.
- 7.5% of total Fire Calls if the Fire Company responds to at least 500 but less than 1,000 Fire Calls during the calendar year.
- 5.0% of total Fire Calls if the Fire Company responds to at least 1,000 but less than 1,500 Fire Calls during the calendar year.
- 2.5% of total Fire Calls if the Fire Company responds to 1,500 or more Fire Calls during the calendar year.

Example 1: If the Fire Company responds to 400 Fire Calls during a calendar year, an Active Member must respond to a minimum of 40 Fire Calls during the calendar year to earn 25 points (400 x 10%=40).

Example 2: If the Fire Company responds to 700 Ambulance Calls during a calendar year, an Active Member must respond to a minimum of 53 Ambulance Calls during the calendar year to receive 25 points (700 x 7.5% = 52.5 Ambulance Calls, which must be rounded up to 53).

Example 3: If the Fire Company responds to 1,300 Fire Calls and 2,000 Ambulance Calls during a calendar year, an Active Member who responds to a minimum of 65 Fire Calls and 50 Ambulance Calls during the calendar year will receive 50 points.

Attachment: Town of Amherst Point System (RES-2025-779 : Length of Service Award Program (LOSAP) Policy Manual)

7. Miscellaneous Activities – 15 points maximum

Participation in inspections and other activities covered by the Volunteer Firefighter's Benefit Law (ie., if a volunteer is injured at the activity he/she would be covered by, and be eligible to receive VFBL benefits) and not otherwise listed, one (1) point per activity, including:

Building Inspections	Parades	Fundraising Activities
Hose Tests	Committee Meetings	Drill Team Parades
Funerals	Officer Meetings	Drill Team Tournament
Clean-ups	Honor Guards	Memorial Services

8. Teaching Fire Prevention Classes – 5 points maximum

One point per class for an Active Member who at the direction of the Fire Company, and for no remuneration, presents a public education class on fire prevention to a school, not-for-profit corporation, or civic organization organized and existing under the laws of this state or authorized to conduct activities in the State of New York.

9. Line of Duty Disability- 5 points per month-no maximum

In the event that an Active Member is either totally and temporarily disabled, or partially and permanently disabled, as certified by the Workers' Compensation Board or other competent authority approved by the Program Sponsor, and the disability occurs during the course of service as a volunteer, while actively engaged in providing line of duty services, as defined in subdivision one of section five of the Volunteer Firefighters' Benefit Law, the Active Member shall receive five points for each completed calendar month that such firefighter remains either totally and temporarily or partially and permanently disabled as certified by the Workers' Compensation Board or other competent authority approved by the Program Sponsor.

10. Military Duty- 50 points maximum

Only Participants(i.e., firefighters who have established program participation by previously earning 50 points and meeting the minimum age requirement) are eligible to earn Service Credit while on Military Leave.

A Participant whose volunteer fire service is interrupted by full-time extended obligatory military service or by a single voluntary enlistment not to exceed four years in the armed forces of the United States shall be considered on military leave. During such period of military leave, the Participant shall be credited with a year of Service Credit (i.e., 50 points) for each completed Calendar Year on military leave. For periods of military leave of less than one (1) Program Year, the Participant shall be awarded pre-rated points (e.g. 4.167 per month).

Attachment: Town of Amherst Point System (RES-2025-779 : Length of Service Award Program (LOSAP) Policy Manual)

Town of Amherst
Service Award Programs
Point System
North Amherst

1. Training Courses (other than drills) – 25 point maximum

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NOTE: All stand-by and sleep-in activity must be authorized by the Captain, President or Chief.

Attachment: North Amherst Point System (RES-2025-779 : Length of Service Award Program (LOSAP) Policy Manual)

Town of Amherst
Service Award Programs
Point System
North Amherst

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Title	Points	Title	Points
Chief	25	Sergeant-at-Arms	5
First Assistant Chief	25	Mechanic	15
Second Assistant Chief	25	Fire Police Chief Coordinator	10
Third Assistant Chief	15		
Officers			
Captains	15		
Lieutenants	10		
President	25	Board Members	10
Vice President	20	Financial Secretary	20
Treasurer	20		
Recording Secretary	20		

NOTE: Points are awarded annually, up to a maximum of twenty-five (25) points, for a person who simultaneously completes a one-year term in more than one office. An officer may be required to have fulfilled the duties of the office before points are granted.

In addition, one (1) point is earned for each convention meeting attended by an Active Member as a convention delegate appointed by the Fire Department.

5. Attendance at Meetings – 12 points maximum

Attendance at any official Fire Company meeting – One (1) point per meeting.

NOTE: Must be an official meeting of the Fire Company, called by the President or Chief that all Active Members may attend.

Attachment: North Amherst Point System (RES-2025-779 : Length of Service Award Program (LOSAP) Policy Manual)

Town of Amherst
Service Award Programs
Point System
North Amherst

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Town of Amherst
Service Award Programs
Point System
North Amherst

Attachment: North Amherst Point System (RES-2025-779 : Length of Service Award Program (LOSAP) Policy Manual)

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Town of Amherst
Service Award Programs
Point System
North Amherst

<u>Military Duty</u> – 50 points maximum per

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Attachment: North Amherst Point System (RES-2025-779 : Length of Service Award Program (LOSAP) Policy Manual)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 30855 **RESOLUTION 2025-780** **ADOPTED**

Change Order No. 2; Hayes Construction Services Senior Center – Café Renovation TOA Project No. 2023-F-17.1; CRS-CMS No. 5250-4549 Account #: KP 2349.4972

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **decreases** the overall contract by $450.47.

Allowance funds (identified for unforeseen conditions) were not completely used, and the remaining funds will now be returned to the Town.

The overall project cost shall **decrease** funds used from account KP 2349.4972.

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

Thank you for considering this request.

9/15/2025
Consent

FINANCIAL IMPACT:

KP 2349.4972, -450.47 (CREDIT)

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

TOWN OF AMHERST

BUILDING DEPARTMENT – MAINTENANCE DIVISION

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7227
FAX: (716) 631-2958

Sean Pellow
Building Dept Project Manager

September 2, 2025
AGENDA – September 15, 2025

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

RE: Change Order No. 2;
Hayes Construction Services
Senior Center – Café Renovation
TOA Project No. 2023-F-17.1; CRS-CMS No. 5250-4549
Account #: KP 2349.4972

Dear Councilmembers:

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **decreases** the overall contract by $450.47.

Allowance funds (identified for unforeseen conditions) were not completely used, and the remaining funds will now be returned to the Town.

The overall project cost shall **decrease** funds used from account KP 2349.4972.

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

Thank you for considering this request.

Very truly yours,

Anne Dafchik, AIA
Architect | Building Maintenance and Facilities

Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)

Town of Amherst
Change Order

PROJECT:
Senior Center
Café Renovation

CONTRACT INFORMATION:
Contract For: General Construction
NTP Date: 10/15/2024
Original CRS/CMS: 5250-4549

CHANGE ORDER INFORMATION:
Change Order Number: 002

FUNDING:
KP 2349.4972

CONTRACTOR
Hayes Construction Services
656 Genesee Street
Buffalo, NY 14211

ARCHITECT / ENGINEER
Design Synergies, Roxanne Button
2495 Main St
Buffalo, NY 14214

OWNER
Town of Amherst
5583 Main St.
Williamsville, NY 14221

The Contract is changed as follows:
Credit for unused allowance funds. Allowance funds had been allocated to address unforeseen conditions that arise during construction. Refer to backup information for more details.

The original Contract Sum was		**$ 186,500.00**
The net change by previously authorized Change Orders		**$ 4,439.95**
The Contract Sum prior to this Change Order was		**$ 190,939.95**
The Contract Sum will be **decreased** by this Change Order in the amount of	**$**	**(450.47)**
The new Contract Sum, including this Change Order, will be		**$ 190,489.48**
The Contract Time will be changed by		**(0) days**
The new date of Substantial Completion shall now be:		**3/6/2025**

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Hayes Construction Services	**Design Synergies, Roxanne Button**	**Town of Amherst**
CONTRACTOR	ARCHITECT / ENGINEER	OWNER
SIGNATURE	SIGNATURE	SIGNATURE
Paul Nyznyk- Corp Secretary	Roxanne D. Button AIA	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
8/20/2025	8/28/25	
DATE	DATE	DATE

Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)

ALLOWANCE DISBURSEMENT AUTHORIZATION

Owner
Architect/Engineer
Contractor
Field
Other
Other

Town of Amherst, Project No. 2023-F17.1
Senior Center Cafe & Gift Shop Renovation

Allowance Disbursement No. **1** Initiation Date: **12/1/2024**

Contract For: **General Construction / Single Prime**

To Contractor: **Hayes Construction Service Corp**

Contract Date: **Sept 26, 2024**

Not valid until signed by Owner and Contractor

The Original Contract Allowance	**$ 4,000.00**
Net Allowance Disbursements previously authorized	**none**
Charges to Contract Allowance as a result of this authorization	**- $ 2,201.61**
Current Contract Allowance Balance including this authorization	**$ 1,798.39**

Owner: Anne Dafchik — **Anne Dafchik, Owner Rep**

Architect/Engineer: Roxanne Button — Architect, Design Synergies

Contractor: — Hayes Construction Services Corp

Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)

Hayes Construction Services Corp
656 Genesee St
Buffalo NY 14211
716-768-0145

ALLOWANCE DRAW #1

Request Date: 12/02/2024

Record Number: 1936
Description: **Grease Trap Add**

Project: Amherst Cafe Renovation **Client:** Town of Amherst **Architects's Project #:**

The Contractor agrees to perform and the Owner agrees to pay for the following changes to the contract.

Description of Work	Amount
HCS PM time- 2 hours	180.00
PCS Plumbing	1,715.49
Mark up	284.32
Bond Cost	21.80
Fund from Owner Allowance/Contingency	-2,201.61

Notes

Addition of Grease Traps per the Town Of Amherst Building Department.

Funding from owner allowance

Requested Amount of Change **0.00**

The original Contract Sum was	186,500.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	186,500.00
The Contract Sum will be changed by this Change Order	0.00
The new Contract Sum including this Change Order	186,500.00
The Contract Time will be changed by	1 Business Days

Architect:	Contractor:	Owner:
	Hayes Construction Services	Anne Dafchik
Date	Date	Date

Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)

PCS PLUMBING AND HEATING, INC.
2286 South Park Ave Buffalo, NY 14220
P: 716-822-4302 F: 716-822-4304

WESTERN NEW YORK ASSOCIATION OF PLUMBING AND MECHANICAL CONTRACTORS, INC.

ALLOWANCE DRAW #1

Job Name:	**Amherst Café**		Date: 11/26/2024
Contract No.:		Change Order No.: P-2	Job No.: CP-26372

Description:
Addition of Grease Trap under the two new stainless steel sinks.

Material	Material Total	Labor	Hours	Rate	Labor Total
WD4 (GI-1)	$ 187.00	Laborer		**$ 65.00**	$ -
WD-15-B (GI-2)	$ 400.00	Foreman		**$ 96.88**	$ -
Pipe and fittings	$ 100.00	Journeyman	4.00	**$ 88.00**	$ 352.00
		Apprentice		**$ 68.33**	$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Material Subtotal:	$ 687.00				$ -
Job Expenses:		Foreman (12.5%)	0.500		$ -
Document Control		Tool Usage (4% of Labor)			$ 14.08
Travel Time Costs		**Total Labor Costs:**			$ 366.08
Telephone		**SUBTOTAL(L+M+JE)**			$ 1,291.54
Transportation	$ 200.00	Research & Layout		8%	$ 103.32
		Material Handling		4%	$ 51.66
Safety (3% of Labor)	$ 10.98	Clean Up Costs:		3%	$ 38.75
Inspections & Permits					
Record Drawings					
Fuel Surcharges (4% of Material)	$ 27.48	**SUBTOTAL:**			$ 1,485.27
		Overhead		10%	$ 148.53
Total Job Expenses	$ 238.46	Profit		5%	$ 81.69
		Subcontract			
		Subcontract Mark-up		5%	$ -
		TOTAL:			$ 1,715.49
		Tax on Materials		0.00%	$ -
		Bond Cost			$ -
		QUOTE TOTAL			**$ 1,715.49**

Qualifications & Clarifications:
1.) Straight Time only-NO overtime included
2.) No cutting and patching included
3.) Schedule Impact

We reserve the right to correct any and all errors and omissions

Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)

ALLOWANCE DRAW #1 - Backup

INFORMATION BULLETIN

PROJECT: Town of Amherst, Project No. 2023-F-17.1
Amherst Seniors' Center
Cafe Renovations

INFORMATION BULLETIN NO.: IB-1R (REVISEI

DATE: 11/26/24

OWNER: Town of Amherst

ARCHITECT'S PROJECT NO.: 23.040

CONTRACTOR: Hayes Construction Services

CONTRACT NO.:

CONTRACT DATE:

DESCRIPTION:

REVISED INFORMATION BULLETIN: IB-1R
See attached updated Plumbing Drawings:
Grease Interceptor:
Provide cost for Owner's review. Cost to be applied against Owner's allowance.
- Install grease interceptors as described on attached revised Drawings P100 and P101.
CO Detector:
No cost. For Contractor's information only.
- CO Detector to be installed by Owner. Refer to previously issued Drawings E100 and E101 for details and location.

ATTACHMENT(S): Plumbing Drawings P100 & P101 - Revised

ACTION

☒ 1. *PROPOSAL REQUEST:* Submit an itemized quotation for changes in the Contract Sum and/or time required to implement the above proposed modifications to the Contract Documents. This is not authorization to proceed with the work.

☐ 2. *SUPPLEMENTAL INSTRUCTIONS:* Implement the above instructions without change to the Contract Sum and/or Time. Prior to proceeding, indicate acceptance below and return one copy to the Architect.

☐ 3. *CONSTRUCTION CHANGE DIRECTIVE:* Proceed with the above described changes to the Contract Documents immediately. Submit final costs and/or change in Contract Time for inclusion in a subsequent Change Order.

Methods: ☐ Lump Sum ☐ Unit Price ☐ Time & Material Not-to-Exceed

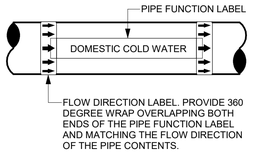
Change in Contract Sum of _____

Change in Contract Time of _____ days

ISSUED:	ACCEPTED:	AUTHORIZED:
BY: Roxanne D. Button, AIA	BY: _____	BY: _____
Architect Date 11/26/24	Owner Date	Contractor Date
Required for Actions 1,2,3	Required for Action 3	Required for Actions 2,3

☐ Owner ☐ Architect ☐ Structural ☐ Civil
☐ Contractor ☐ Field ☐ Mechanical/Electrical ☐ Other (Roofing)

Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)



DETAIL NOTES:

A. PROVIDE A PIPE LABEL FOR EACH PIPE FUNCTION.

B. PROVIDE AT LEAST ONE LABEL ON EACH PIPE FOR EVERY ROOM THE PIPE PASSES THROUGH.

C. PROVIDE LABELS IN LARGE SPACES ON MAXIMUM 20' CENTERS FOR EVERY PIPE UNLESS OTHERWISE NOTED IN THE SPECIFICATIONS.

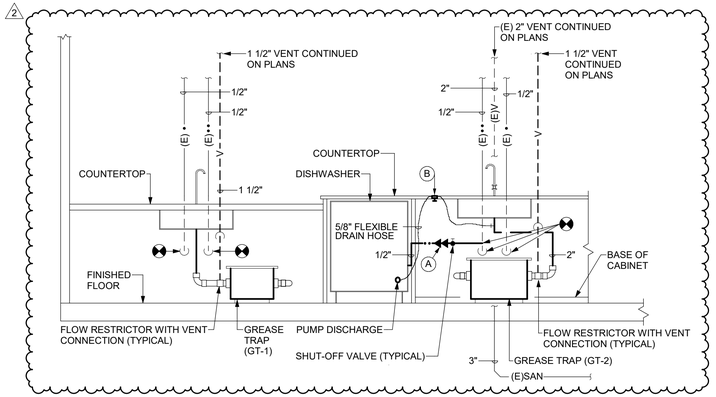
D. LABELS TO BE LOCATED IN AN EASILY VISIBLE LOCATION AS THEY WOULD NORMALLY BE SEEN. IE. ON THE BOTTOM HALF OF PIPES IN THE AIR AND ON THE TOP HALF OR SIDES OF PIPES MOUNTED LOW.

E. LABELS SHALL BE, COLOR CODED, PRE-PRINTED, SELF ADHESIVE VINYL.

F. SEE SPECIFICATION FOR OTHER REQUIREMENTS AND LIST OF PIPE FUNCTIONS.

1 PIPING IDENTIFICATION LABEL DETAIL

NTS



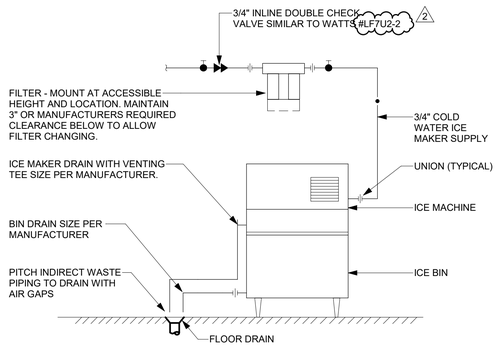
DETAIL NOTES:

(A) PROVIDE BACKFLOW PREVENTER ON HOT WATER SUPPLY LINE TO DISHWASHER, WATTS SERIES 7 MODEL #LF7U2-2, 1/2" LEAD-FREE DUAL CHECK VALVE BACKFLOW PREVENTER OR APPROVED EQUAL.

(B) PLUMBING CONTRACTOR SHALL SECURELY FASTEN THE WASTE LINE RISE TO THE UNDERSIDE OF THE SINK COUNTER.

2 DISHWASHER SINK DETAIL

NTS



DETAIL NOTES:

A. PROVIDE DRAINS TO NEAREST FLOOR DRAIN/SINK FROM ICE MAKER SUMP, ICE BIN AND BACKFLOW PREVENTER. TERMINATE PIPING AT 1" ABOVE DRAIN.

B. PITCH INDIRECT WASTE PIPING 1/4" PER FOOT MINIMUM.

C. CONNECTIONS ARE DIAGRAMATIC AND SHOWN ON SIDES OF ICE MACHINE FOR CLARITY. THEY WILL NORMALLY BE ON THE BACK OF THE MACHINE. COORDINATE FINAL POINTS OF CONNECTION WITH THE MANUFACTURER.

D. INSULATE SUPPLY AND DRAIN PIPING. COVER INSULATION WITH JACKET.

3 ICE MACHINE CONNECTION DETAIL

NTS

GENERAL NOTES:

A. THESE NOTES ARE APPLICABLE TO THE FULL SET OF CONTRACT DOCUMENTS.

B. UNLESS OTHERWISE NOTED, ALL EXISTING PLUMBING FIXTURES SHALL REMAIN.

C. WHERE FIXTURES OR EQUIPMENT ARE TO BE REMOVED, DIVISION 22 SHALL CUT EXISTING WALLS, FLOORS AND CEILINGS AS REQUIRED. PATCH TO MATCH EXISTING OR TO RECEIVE NEW FINISHES. REMOVE EXISTING PIPING THAT IS NOT SHOWN ON THE DRAWINGS AND NOT TO BE REUSED. CAP PIPE OPENINGS.

D. COORDINATE PLUMBING WORK WITH ALL OTHER TRADES TO AVOID INTERFERENCE IN FIELD.

E. RUN ALL NEW HORIZONTAL PIPING AS HIGH AS POSSIBLE ABOVE CEILINGS OR BELOW FLOOR.

F. EXISTING CONDITIONS ARE TAKEN FROM FIELD OBSERVATIONS AND PRIOR CONSTRUCTION DOCUMENTS WHEN AVAILABLE. THE LOCATIONS SHOWN MUST BE CONSIDERED APPROXIMATE. OTHER SUCH WORK MAY EXIST, HOWEVER, LOCATIONS AND SIZES ARE NOT PRESENTLY KNOWN. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING PIPE LOCATIONS AND ELEVATIONS BEFORE STARTING WORK. ADJUST NEW PIPING AS REQUIRED TO SUIT FIELD CONNECTIONS.

G. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING NEW BUILDING WORK, AND FOR DEMOLITION WORK.

H. CONTRACTOR SHALL BE ALERTED THAT THERE IS LIMITED PHYSICAL SPACE ABOVE CEILINGS, IN VARIOUS LOCATIONS THROUGHOUT THE BUILDING.

I. REMOVE EXISTING INSULATION AS REQUIRED FOR CONNECTIONS TO EXISTING PIPING. REINSULATE EXISTING PIPING WITH INSULATION OF THICKNESS TO MATCH EXISTING IN COMPLIANCE WITH ENERGY CONSERVATION CODE, WHICHEVER IS THICKER.

J. ANY EXISTING INSULATION DAMAGED DURING CONSTRUCTION SHALL BE REPLACED WITH INSULATION OF THICKNESS TO MATCH EXISTING OR IN COMPLIANCE WITH ENERGY CONSERVATION CODE AT NO ADDITIONAL COST TO THE OWNER.

K. IN AREAS WHERE EXISTING CEILINGS ARE TO REMAIN, DIVISION 22 SHALL CUT AND PATCH EXISTING DRYWALL CEILINGS TO MATCH EXISTING OR TO ACCEPT NEW FINISHES BY GENERAL CONTRACTOR. REMOVE EXISTING CEILING TILES AND GRID SYSTEM AS REQUIRED FOR NEW WORK. KEEP TILES IN CLEAN CONDITION. AFTER COMPLETION OF NEW WORK REINSTALL CEILING TILES AND GRID SYSTEM. REPLACE ANY DAMAGED TILES AT NO ADDITIONAL COST TO OWNER. REFER TO ARCHITECTURAL DRAWINGS FOR AREAS TO RECEIVE NEW FINISHES.

L. CUT WALLS AND FLOORS AS REQUIRED FOR NEW WORK AND PATCH TO MATCH EXISTING OR TO ACCEPT NEW FINISHES BY GENERAL CONTRACTOR. REFER TO ARCHITECTURAL DRAWINGS FOR AREAS TO RECEIVE NEW FINISHES.

M. DIVISION 22 SHALL CONTAIN ALL WATER FROM CORE DRILLING. WATER WILL NOT BE ALLOWED TO RUN OFF AND FLOOD AREAS BELOW.

N. CONTRACTORS WILL NOT BE GRANTED ACCESS TO ANY AREAS OUTSIDE OF THE PROJECT WORK AREAS DURING REGULAR WORKING HOURS. ALL PLUMBING WORK OUTSIDE OF THE WORK AREAS SHALL BE COMPLETED DURING SECOND SHIFT, THIRD SHIFT OR ON WEEKENDS IN COORDINATION WITH THE CONSTRUCTION MANAGER AND/OR OWNER'S REPRESENTATIVE.

O. WHEN EXISTING CONSTRUCTION IS DAMAGED DURING WORK BY THIS CONTRACTOR, REPAIR AND/OR REPLACE WITH SIMILAR OR LIKE MATERIALS AS MUCH AS POSSIBLE, SUBJECT TO ARCHITECT'S APPROVAL AT NO ADDITIONAL COST TO OWNER.

P. DISPOSE OF ALL DEMOLITION AND/OR OTHER WASTE MATERIALS CAUSED BY WORK OF THIS CONTRACTOR. LEGALLY DISPOSE OF ALL MATERIALS TO A LOCATIONS OFF SITE.

Q. COORDINATE AND SCHEDULE WORK AND SHUTDOWNS WITH THE OWNER AND ALL OTHER TRADES PRIOR TO CONSTRUCTION.

R. REMOVE EXISTING CONSTRUCTION AS REQUIRED FOR NEW WORK. PROTECT BUILDING AND FURNISHINGS FROM DAMAGE.

S. MAINTAIN SERVICE CLEARANCES FOR ALL EQUIPMENT AS RECOMMENDED BY THE MANUFACTURER. ADVISE OTHER TRADES OF THE REQUIRED SERVICE CLEARANCES.

T. PROVIDE FOR THE DRAINING AND REFILLING OF PIPING SYSTEMS, INCLUDING AIR REMOVAL, READJUSTING FLUSH VALVES, FLUSHING SYSTEMS OF DIRT AND SCALE CAUSED BY SHUT DOWNS AND STARTUPS.

U. REFER TO PLUMBING FIXTURE AND EQUIPMENT CONNECTION SCHEDULE ON THIS DRAWING FOR FINAL CONNECTION SIZES.

V. SLEEVE AND SEAL ALL WALL AND FLOOR PENETRATIONS. PROVIDE FIRESTOPPING FOR ALL PENETRATIONS.

PLUMBING SYMBOL LIST

SYMBOL	DESCRIPTION
	WORK TO BE REMOVED
	POINT OF CONNECTION
	POINT OF DISCONNECTION
NTS	NOT TO SCALE
(E)	EXISTING
(ETR)	EXISTING TO REMAIN
AFF	ABOVE FINISHED FLOOR
BFF	BELOW FINISHED FLOOR
VTR	VENT THRU ROOF
GC	GENERAL CONTRACTOR
MC	MECHANICAL CONTRACTOR
PC	PLUMBING CONTRACTOR
EC	ELECTRICAL CONTRACTOR
(E)	EXISTING PIPING
	NEW PIPING LOCATED ABOVE FLOOR/SLAB
	NEW PIPING LOCATED BELOW FLOOR/SLAB
	COLD WATER PIPING (CW)
	HOT WATER PIPING (HW)
	HOT WATER RECIRCULATING PIPING (HWR)
SAN	SANITARY SEWER PIPING
IW	INDIRECT WASTE PIPING (IW)
V	VENT PIPING (V)
ST	STORM WATER SEWER PIPING (ST)
	ELBOW DOWN
	ELBOW UP
	BOTTOM/TEE CONNECTION
	TOP TEE CONNECTION
	"P" TRAP
	PIPE CONTINUATION
	CAP OR PLUG
	DECK PLATE CLEANOUT (DPCO)
	WALL PLATE CLEANOUT (WPCO)
	CLEANOUT (CO)
	FLOOR DRAIN (FD) / FLOOR SINK (FS)
	SHUT OFF VALVE
	BALANCING VALVE
	CHECK VALVE
	PRESSURE REDUCING VALVE
	UNION
	BACKFLOW PREVENTER (BFP)
X	DRAWING KEYNOTE
X	DEMOLITION/REMOVAL KEYNOTE
X	EQUIPMENT CALLOUT

Town of Amherst

Amherst Center for Seniors' Services Cafe Renovation

370 John James Audubon Parkway Amherst NY 14228

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PROFESSIONAL SEAL



Reg. Exp: 09/30/2027
Cert. of Auth: 0018443

PHASE

ISSUED FOR CONSTRUCTION

DATE ISSUED	SCALE
10/22/2024	NTS

ALLOWANCE DRAW #1 - Backup

Revision	Date	Revision Description
1	11/19/24	IB #1
2	11/25/24	IB#1R

Symbol List, General Notes and Details - Plumbing

DSA Proj. No:	23.040
Drawn by:	TAG
Designed by:	PWG
Checked by:	DMS
Sheet No:	

P100

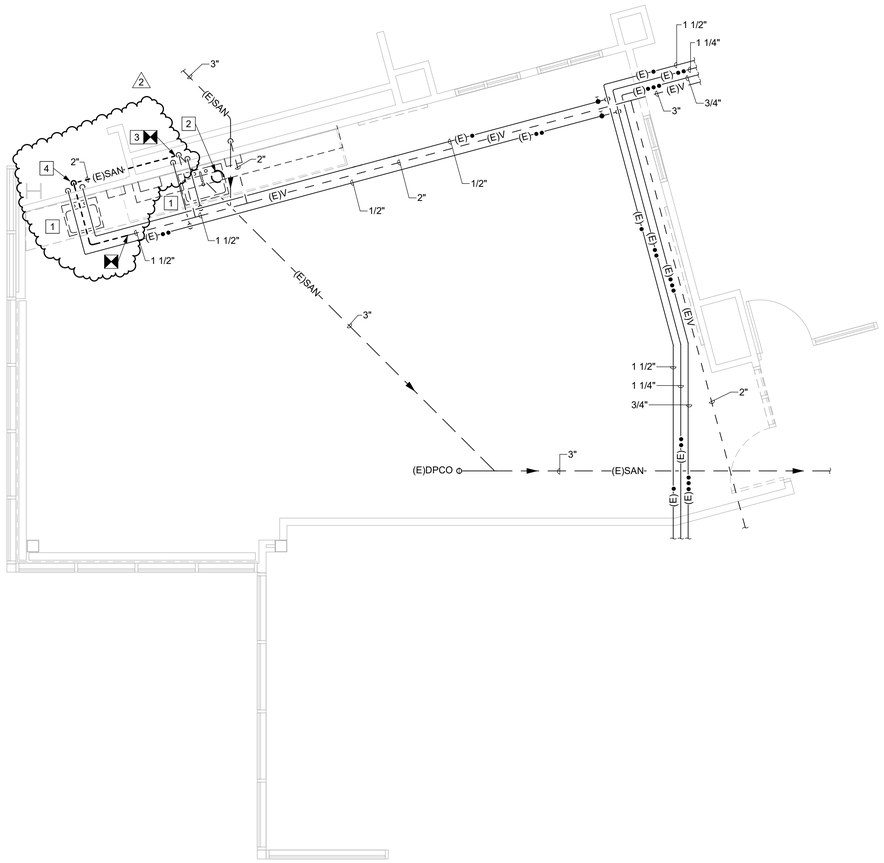
11/25/2024 1:06:10 PM C:\Users\tagifford\Documents\23116O_Amherst Senior Center Cafe_MEP Central_R25_TagiffordJ.rvt

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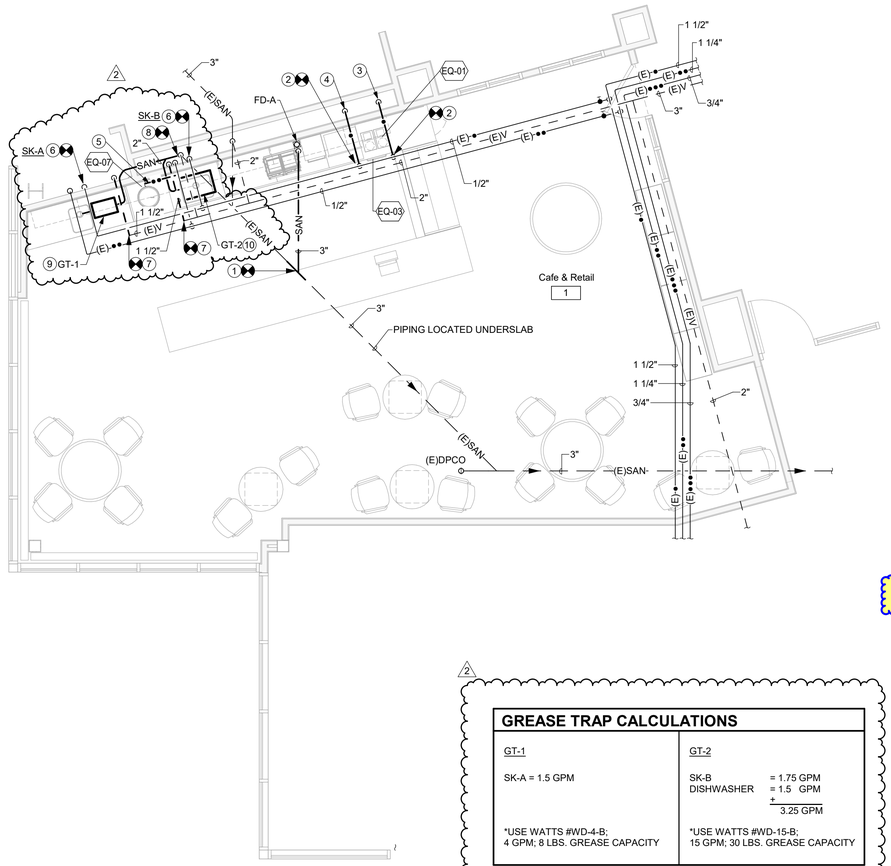
Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)

EQUIPMENT CONNECTION SCHEDULE

ITEM NO.	EQUIPMENT	DESCRIPTION	LOCATION	COLD WATER	HOT WATER	SANITARY SEWER	INDIRECT WASTE	VENT	REMARKS
EQ-01	COFFEE/TEA BREWER	BUNN MODEL38700.0013 AXIOM APS TWIN AIRPOT COFFEE BREWER	COFEE RETAIL 1	1/2"	–	–	–	–	EQUIPMENT IS FURNISHED BY OWNER; PLUMBING CONNECTIONS BY DIVISION 22. PROVIDE BACKFLOW PREVENTER, VALVES AND FILTER.
EQ-02	COUNTER MERCHANDISER	STRUCTURAL CONCEPTS	COFEE RETAIL 1	–	–	–	–	–	NO PLUMBING REQUIRED
EQ-03	ICE MACHINE	AVANTCO ICE MODEL UC-F-120-A 19" AIR COOLED UNDERCOUNTER FULL CUBE ICE MACHINE	COFEE RETAIL 1	3/4"	–	–	X	–	EQUIPMENT IS FURNISHED BY OWNER; PLUMBING CONNECTIONS BY DIVISION 22. PROVIDE BACKFLOW PREVENTER, VALVES AND FILTER. DRIAN PIPED TO FLOO...
EQ-04	PANNI PRESS	VOLLRATH	COFEE RETAIL 1	–	–	5/8"	–	–	NO PLUMBING REQUIRED
EQ-05	COMMERCIAL MICROWAVE	SOLWAVE	COFEE RETAIL 1	–	–	–	–	–	NO PLUMBING REQUIRED
EQ-06	TOASTER CONVEYOR	AVANTCO	COFEE RETAIL 1	–	–	–	–	–	NO PLUMBING REQUIRED
EQ-07	DISHWASHER	BOSCH MODEL SGE78C55UC 24" RECESSED HANDLE ADA-COMPLIANT UNDERCOUNTER DISHWASHER	COFEE RETAIL 1	–	1/2"	–	–	–	EQUIPMENT IS FURNISHED BY OWNER; PLUMBING CONNECTIONS BY DIVISION 22. PROVIDE BACKFLOW PREVENTER AND VALVES.
EQ-08	UNDERCOUNTER REFRIGERATOR	AVANTCO	COFEE RETAIL 1	–	–	–	–	–	NO PLUMBING REQUIRED
EQ-09	POINT OF SALE SYSTEM		COFEE RETAIL 1	–	–	–	–	–	NO PLUMBING REQUIRED
QE-10	WALL MOUNTED TV		COFEE RETAIL 1	–	–	–	–	–	NO PLUMBING REQUIRED



1 Partial First Floor Demolition Plan - Cafe - Plumbing
1/4" = 1'-0"



2 Partial First Floor Plan - Cafe - Plumbing
1/4" = 1'-0"

DEMOLITION NOTES:

1 DISCONNECT AND REMOVE EXISTING STAINLESS-STEEL SINK, FAUCET, TRIM AND ALL ASSOCIATED PIPING COMPLETELY. REMOVAL OF CABINETRY WILL BE BY GENERAL CONTRACTOR. DIVISION 22 SHALL REMOVE EXISTING SANITARY, VENT AND DOMESTIC WATER PIPING BACK TO WITHIN WALL/CHASE, PREPARE PIPING FOR RECONNECTION. PROVIDE ALL REQUIRED CUTTING AND PATCHING.
2 DISCONNECT AND REMOVE EXISTING SOLIDS SEPARATOR ALL ASSOCIATED PIPING.
3 DISCONNECT AND REMOVE EXISTING HORIZONTAL 2" SANITARY PIPING WITHIN WALL/CHASE TO POINT OF DISCONNECTION. PREPARE PIPING FOR RECONNECTION. PROVIDE ALL REQUIRED CUTTING AND PATCHING.
2 4 DISCONNECT AND REMOVE EXISTING VENT PIPING WITHIN WALL/CHASE TO POINT OF DISCONNECTION. PREPARE PIPING FOR RECONNECTION. PROVIDE ALL REQUIRED CUTTING AND PATCHING.

DRAWING NOTES:

1 CONNECT TO EXISTING SANITARY PIPING BELOW FLOOR SLAB.
2 CONNECT TO EXISTING COLD WATER PIPING ABOVE CEILING.
3 1/2" CW TO COFFEE MACHINE. COFFEE MACHINE SHALL BE PROVIDED BY OTHERS AND CONNECTIONS SHALL BE MADE BY DIVISION 22. PROVIDE SHUT-OFF VALVE, WATTS NO. 9BD BACKFLOW PREVENTER AND EVERPURE No. EV9100-8IN 10" INLINE FILTER ON CW PIPING. FILTER SHALL BE ACCESSIBLE.
4 3/4" CW TO ICE MACHINE. ICE MACHINE SHALL BE PROVIDED BY OTHERS AND CONNECTIONS SHALL BE MADE BY DIVISION 22. PROVIDE SHUT-OFF VALVE, WATTS NO. 9BD BACKFLOW PREVENTER AND EVERPURE No. EV9100-8IN 10" INLINE FILTER ON CW PIPING. TERMINATE DRAIN AT 1" ABOVE FUNNEL FLOOR DRAIN. FILTER SHALL BE ACCESSIBLE. REFER TO DETAIL ON DRAWING P100.
5 PROVIDE HW AND DRAIN PIPING CONNECTIONS TO DISHWASHER. REFER TO DETAIL ON DRAWING P100.
6 CONNECT 1/2" CW, 1/2" HW PIPING TO EXISTING WITHIN WALL CAVITY/CHASE SPACE.
7 CONNECT 1 1/2" VENT PIPING FROM GREASE TRAP TO EXISTING VENT PIPING ABOVE CEILING.
2 8 CONNECT 2" SANITARY PIPING FROM GREASE TRAP TO EXISTING SANITARY PIPING WITHIN WALL CAVITY/CHASE SPACE.
9 GT-1: PROVIDE WATTS #WD-4-B; FLOOR MOUNTED EPOXY COATED STEEL GREASE INTERCEPTOR WITH, 8LBS. GREASE CAPACITY, 2" INLET & OUTLET, FLOW RESTRICTOR WITH VENT CONNECTION. REFER TO DETAIL ON DRAWING P100.
10 GT-2: PROVIDE WATTS #WD-15-B; FLOOR MOUNTED EPOXY COATED STEEL GREASE INTERCEPTOR WITH, 30LBS. GREASE CAPACITY, 2" INLET & OUTLET, FLOW RESTRICTOR WITH VENT CONNECTION. REFER TO DETAIL ON DRAWING P100.

FIXTURE AND EQUIPMENT CONNECTION SCHEDULE

DESIGNATION	DESCRIPTION	COLD WATER	HOT WATER	WASTE OR SANITARY	VENT	REMARKS
SK	SINK	1/2"	1/2"	2"	1 1/2"	REFER TO DRAWINGS AND SPECIFICATIONS FOR TYPE
FD**	FLOOR DRAIN	-	-	3" OR 4"	2"	REFER TO DRAWINGS AND SPECIFICATIONS FOR TYPE

** PROVIDE TRAP GUARDS FOR FLOOR DRAINS

2

GREASE TRAP CALCULATIONS

GT-1	GT-2
SK-A = 1.5 GPM	SK-B = 1.75 GPM DISHWASHER = 1.5 GPM + 3.25 GPM
*USE WATTS #WD-4-B; 4 GPM; 8 LBS. GREASE CAPACITY	*USE WATTS #WD-15-B; 15 GPM; 30 LBS. GREASE CAPACITY

Town of Amherst

Amherst Center for Seniors' Services Cafe Renovation

370 John James Audubon Parkway Amherst NY 14228

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ISSUED FOR CONSTRUCTION

DATE ISSUED	SCALE
10/22/2024	As indicated

ALLOWANCE DRAW #1 - Backup

Revision	Date	Revision Description
1	11/19/24	IB #1
2	11/25/24	IB#1R

Partial Demolition and New Floor Plans - Plumbing

DSA Proj. No:	23.040
Drawn by:	TAG
Designed by:	PWG
Checked by:	DMS
Sheet No:	

P101

Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)

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ALLOWANCE DISBURSEMENT AUTHORIZATION

Owner
Architect/Engineer
Contractor
Field
Other
Other

Town of Amherst, Project No. 2023-F17.1
Senior Center Cafe & Gift Shop Renovation

Allowance Disbursement No. **2** Initiation Date: **2/3/2025**

Contract For: **General Construction / Single Prime**

To Contractor: **Hayes Construction Service Corp**

Contract Date: **Sept 26, 2024**

Not valid until signed by Owner and Contractor

The Original Contract Allowance	**$ 4,000.00**
Net Allowance Disbursements previously authorized	**- $ 2,201.61**
Charges to Contract Allowance as a result of this authorization	**- $ 339.46**
Current Contract Allowance Balance including this authorization	**$ 1,458.93**

Owner: **Anne Dafchik, Owner Rep**

Architect/Engineer: Roxanne Button, AIA, Architect

Contractor: Paul Nyznyk- Corp Secretary 2/13/2025

Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)

Allowance Draw #2

INFORMATION BULLETIN

PROJECT: Town of Amherst, Project No. 2023-F-17.1
Amherst Seniors' Center
Cafe Renovations

INFORMATION BULLETIN NO.: IB-2

DATE: 12/23/24

OWNER: Town of Amherst

ARCHITECT'S PROJECT NO.: 23.040

CONTRACTOR: Hayes Construction Services

CONTRACT NO.:

CONTRACT DATE:

DESCRIPTION:

ADA Sink:
- Provide single bowl undermount ADA sink by Elkay: Model ELUHAD131650 - Lustertone Classic Stainless Steel, 16" x 18-1/2" x 4-7/8". See attached cutsheet.
- Apron at ADA Sink: Extend apron to 5 inches +/- as shown on attached Drawing SK-01.

ATTACHMENT(S):

ACTION

☐ 1. *PROPOSAL REQUEST:* Submit an itemized quotation for changes in the Contract Sum and/or time required to implement the above proposed modifications to the Contract Documents. This is not authorization to proceed with the work.

☒ 2. *SUPPLEMENTAL INSTRUCTIONS:* Implement the above instructions without change to the Contract Sum and/or Time. Prior to proceeding, indicate acceptance below and return one copy to the Architect.

☐ 3. *CONSTRUCTION CHANGE DIRECTIVE:* Proceed with the above described changes to the Contract Documents immediately. Submit final costs and/or change in Contract Time for inclusion in a subsequent Change Order.

Methods: ☐ Lump Sum ☐ Unit Price ☐ Time & Material Not-to-Exceed

Change in Contract Sum of _____

Change in Contract Time of _____ days

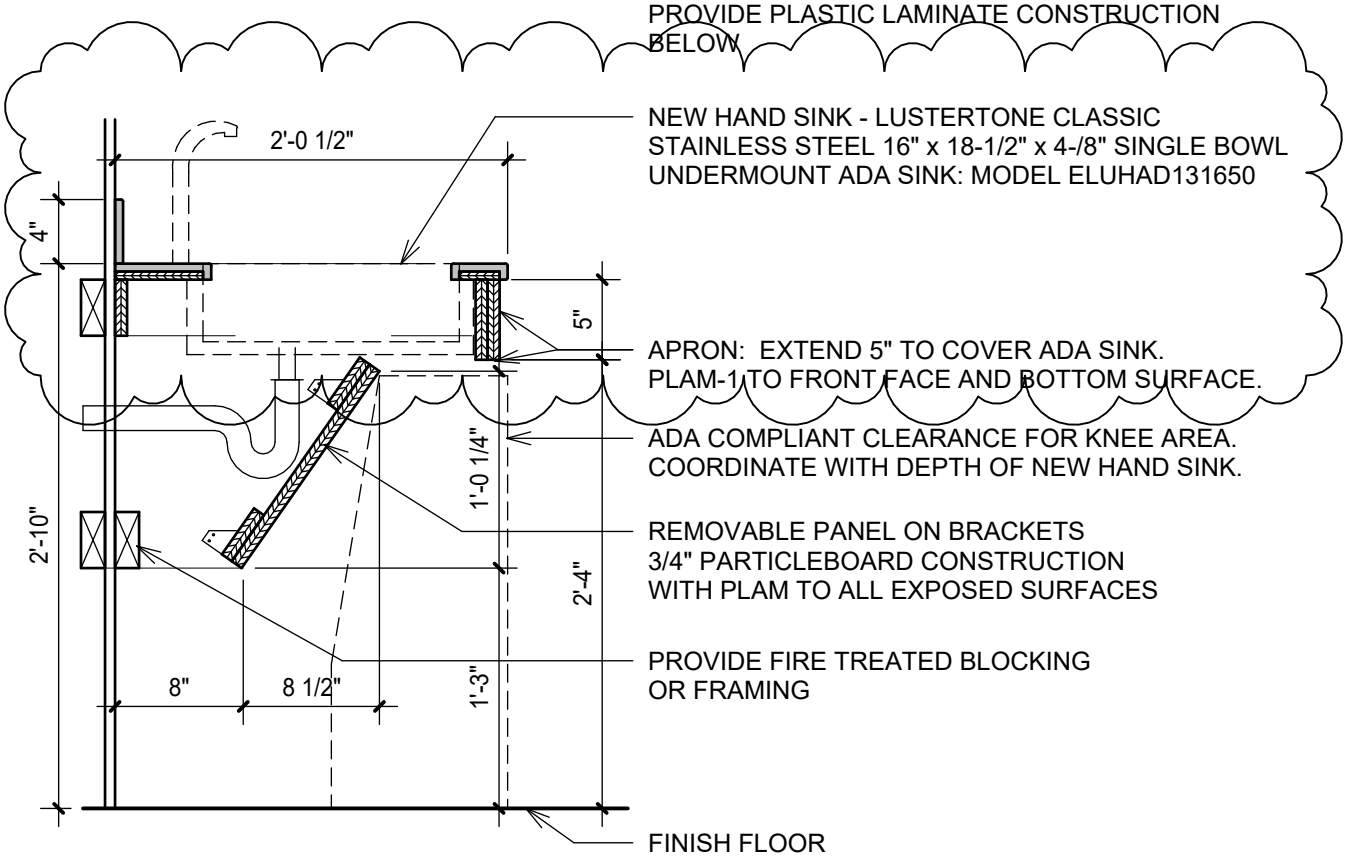
ISSUED:	ACCEPTED:	AUTHORIZED:
BY: Roxanne D. Button AIA	BY: _____	BY: _____
Architect Date 12/23/24	Owner Date	Contractor Date
Required for Actions 1,2,3	Required for Action 3	Required for Actions 2,3

☐ Owner ☐ Architect ☐ Structural ☐ Civil
☐ Contractor ☐ Field ☐ Mechanical/Electrical ☐ Other (Roofing)

Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)

Allowance Draw #2

TYP. CABINET CONSTRUCTION:
1/2" SOLID SURFACE COUNTERTOP WITH EASED EDGES OVER 1/2" PLYWOOD SUBSTRATE
1/2" x 4" BACK AND ENDSPLASHES
PROVIDE PLASTIC LAMINATE CONSTRUCTION BELOW



1 Section at ADA-Height Sink - Revised

1" = 1'-0"

1. PROVIDE SINK INDICATED.
2. ADJUST SIZE OF PLASTIC LAMINATE APRON BELOW COUNTER TO APPROX. 5 INCHES, TO COVER DEPTH OF SINK.

Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)

Amherst Center for Seniors' Services Cafe Renovation		23.040 PROJECT NO.	12/23/24 DATE:
370 John James Audubon Parkway, Amherst, NY 14228		As Shown SCALE:	
ADA SINK & COUNTER		DSA DRAWN BY:	SK-01
A202 ORIGINAL DWG REFERENCE:	IB-2 ISSUED VIA DOCUMENT:	DSA CHECKED BY:	

12/23/2024 6:13:22 PM

Lustertone® Classic Stainless Steel 16" x 18-1/2" x 4-7/8" Single Bowl Undermount ADA Sink
Model(s) ELUHAD131650

PRODUCT SPECIFICATIONS

Lustertone® Classic Stainless Steel 16" x 18-1/2" x 4-7/8" Single Bowl Undermount ADA Sink. Sink is manufactured from 18 gauge 304 Stainless Steel with a Lustrous Satin finish, Rear Center drain placement, and Bottom only pads.

Installation Type:	Undermount
Material:	304 Stainless Steel
Finish:	Lustrous Satin
Gauge:	18
Sound Deadening:	Bottom only pads
Number of Bowls:	1
Sink Dimensions:	16" x 18-1/2" x 4-7/8"
Bowl 1 Dimensions:	13-1/2" x 16" x 4-7/8"
Drain Size:	3-1/2" (89mm)
Drain Location:	Rear Center
Minimum Cabinet Size:	21"
Mounting Hardware:	Undermount brackets sold separately
Template Included:	Yes
Cutout Template #:	1000001399

Template is available for download at elkay.com. CAD software will be required to open the template.



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KBB READERS' CHOICE AWARDS 2023

MADE IN USA

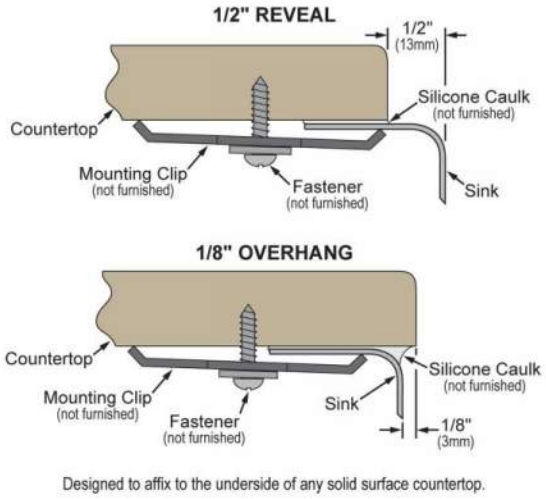
Product Compliance: ADA & ICC A117.1
ASME A112.19.3/CSA B45.4

Sinks are listed by IAPMO® as meeting the applicable requireme of the Uniform Plumbing Code®, International Plumbing Code®, a National Plumbing Code of Canada.

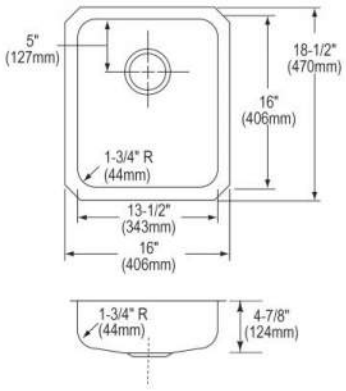
Complies with ADA & ICC A117.1 accessibility requirements whe installed according to the requirements outlined in these standar

Clean and Care Manual (PDF)
Installation Instructions (PDF) - 1000005239
Warranty (PDF)

Installation Profile:



Designed to affix to the underside of any solid surface countertop.



PART:_____QTY: _____
PROJECT:_____
CONTACT:_____
DATE:_____
NOTES:_____
APPROVAL:_____

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to t user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)

Optional Accessories

LKWOBG1316SS	Elkay Stainless Steel 12-1/2" x 15" x 1" Bottom Grid Spec Sheet (PDF)	
CB1613	Elkay Hardwood 16-3/4" x 13-1/2" x 1" Cutting Board Spec Sheet (PDF)	
CB1713	Elkay Hardwood 13-1/2" x 17" x 1" Cutting Board Spec Sheet (PDF)	
CBS1316	Hardwood 14-1/2" x 17" x 3/4" Cutting Board Spec Sheet (PDF)	
LK99	Deluxe 3-1/2" Drain Type 304 Stainless Steel Body Strainer Basket Rubber Seal and Tailpiece Spec Sheet (PDF)	
LKAD35	3-1/2" Drain Fitting" Stainless Steel Body Strainer Basket and Offset Tailpiece Spec Sheet (PDF)	
LKGT1042	Elkay Gourmet Single Hole Bar Faucet Pull-out Spray and Lever Handle Spec Sheet (PDF)	NO IMAGE AVAILABLE
LKWERBSS	Elkay® Stainless Steel 15-3/8" x 12-3/8" x 5-7/16" Rinsing Basket Spec Sheet (PDF)	
LKWRB1316SS	Elkay Stainless Steel 12-1/2" x 15" x 7" Rinsing Basket Spec Sheet (PDF)	

Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to t user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

Hayes Construction Services Corp
656 Genesee St
Buffalo NY 14211
716-768-0145

Allowance Draw #2

Request Date: 12/31/2024

Record Number: 1955
Description: **Sink Change**

Project: Amherst Cafe Renovation **Client:** Town of Amherst **Architects's Project #:** 23.040

The Contractor agrees to perform and the Owner agrees to pay for the following changes to the contract.

Description of Work	Amount
PCS Plumbing	292.26
Mark up	43.84
Bond	3.36

Notes

PCS Plumbing purchased sinks based on the approved submittals.

It was later found out that the sink will not fit with the current millwork. The old sink cost was $320.00 and the new sink cost is $443.00. There is a restocking fee of $120.00 for the originally approved sink.

Requested Amount of Change 339.46

The original Contract Sum was	186,500.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	186,500.00
The Contract Sum will be changed by this Change Order	339.46
The new Contract Sum including this Change Order	186,839.46
The Contract Time will be changed by	0 Business Days

Architect:

ROXANNE BUTTAL AIA
1/28/25
Date

Contractor:

Hayes Construction Services
Date

Owner:

See Allowance Draw #2
Anne Dafchik
Date

Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)

PCS PLUMBING AND HEATING, INC.
2286 South Park Ave Buffalo, NY 14220
P: 716-822-4302 F: 716-822-4304

WESTERN NEW YORK ASSOCIATION OF PLUMBING AND MECHANICAL CONTRACTORS, INC.

Allowance Draw #2

Job Name:	**Amherst Café**		Date: 12/27/2024
Contract No.:		Change Order No.: P-3	Job No.: CP-26372

Description:
Return originally specified sink for the new sink as called out in bulletin 2

Material	Material Total	Labor	Hours	Rate	Labor Total
Purchase ELUHAD131650 16"X18-1/2"X4-7/8"	$ 443.00	Laborer		**$ 65.00**	$ -
Return ELUH1316 16"X18-1/2"X7-7/8"	$ (320.00)	Foreman		**$ 96.88**	$ -
		Journeyman		**$ 88.00**	$ -
		Apprentice		**$ 68.33**	$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Material Subtotal:	$ 123.00				$ -
Job Expenses:		Foreman (12.5%)	0.000		$ -
Document Control		Tool Usage (4% of Labor)			$ -
Travel Time Costs		**Total Labor Costs:**			$ -
Telephone		**SUBTOTAL(L+M+JE)**			$ 127.92
Transportation		Research & Layout		0%	$ -
		Material Handling		4%	$ 5.12
Safety (3% of Labor)	$ -	Clean Up Costs:		0%	$ -
Inspections & Permits		Manufacturers Restocking fee			$ 120.00
Record Drawings					
Fuel Surcharges (4% of Material)	$ 4.92	**SUBTOTAL:**			$ 253.04
		Overhead		10%	$ 25.30
Total Job Expenses	$ 4.92	Profit		5%	$ 13.92
		Subcontract			
		Subcontract Mark-up		5%	$ -
		TOTAL:			$ 292.26
		Tax on Materials		0.00%	$ -
		Bond Cost			$ -
		QUOTE TOTAL			**$ 292.26**

Qualifications & Clarifications:
1.) Straight Time only-NO overtime included
2.) No cutting and patching included
3.) Schedule Impact

We reserve the right to correct any and all errors and omissions

Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)

ALLOWANCE DISBURSEMENT AUTHORIZATION

Owner
Architect/Engineer
Contractor
Field
Other
Other

Town of Amherst, Project No. 2023-F17.1
Senior Center Cafe & Gift Shop Renovation

Allowance Disbursement No. **3** Initiation Date: **4/4/2025**

Contract For: **General Construction / Single Prime**

To Contractor: **Hayes Construction Service Corp**

Contract Date: **Sept 26, 2024**

Not valid until signed by Owner and Contractor

The Original Contract Allowance	**$ 4,000.00**
Net Allowance Disbursements previously authorized	**- $ 2,541.07**
Charges to Contract Allowance as a result of this authorization	**- $ 1,008.46**
Current Contract Allowance Balance including this authorization	**$ 450.47**

Owner: **Anne Dafchik, Owner Rep**

Architect/Engineer: Roxanne Button AIA, Architect

Contractor: Paul Nyznyk- Hayes Construction Services

Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)

Hayes Construction Services Corp
656 Genesee St
Buffalo NY 14211
716-768-0145

Allowance Draw #3

Request Date: 02/06/2025

Record Number: 1977
Description: **Additional Painting**

Project: Amherst Cafe Renovation **Client:** Town of Amherst **Architects's Project #:**

The Contractor agrees to perform and the Owner agrees to pay for the following changes to the contract.

Description of Work	Amount
HCS PM Time	90.00
Paint Materials	100.00
HCS Paint Labor	678.24
Mark up	130.24
Bond	9.98

Notes

Additional Painting to include repainting of the soffit around the storefront glass, and the column to PT-1 "SW7007 Ceiling Bright White". Painting of the existing Radiator Paint color SW7668 "March Wind" Paint type will be a Sherwin Williams "Direct to metal" paint that is heat resistant to withstand the heat from the radiator.

Requested Amount of Change **1,008.46**

The original Contract Sum was	186,500.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	186,500.00
The Contract Sum will be changed by this Change Order	1,008.46
The new Contract Sum including this Change Order	187,508.46
The Contract Time will be changed by	2 Business Days

Architect:	Contractor:	Owner:
	Hayes Construction Services	Anne Dafchik Anne Dafchik
Date	Date	Date

Attachment: CO-002, reduced file size (RES-2025-780 : Change Order - Senior Center Cafe Renovation)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 30856 **RESOLUTION 2025-781** **ADOPTED**

Geothermal Well Repair CRS #5785

WHEREAS, the Facilities/Building Maintenance Department received two (2) quotes to repair the geothermal well at Amherst Town Hall; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to award this contract to Willey Well Drilling, Inc. in the amount of $11,188.10; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Willey Well Drilling, Inc.; and

BE IT FURTHER RESOLVED, that approval is contingent on successful completion of the Contract Routing System. CRS #5785.

9/15/2025
Consent

FINANCIAL IMPACT:

A1620-4220 $11,188.10

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

Willey Well Drilling, Inc.

12870 Route 39 | Sardinia, New York 14134
(716) 492-3930 | willeywelldrilling@yahoo.com |
www.willeywelldrillinginc.com

QUOTE 1

RECIPIENT:

Town of Amherst

5583 Main Street
Williamsville, New York 14221
Phone: (716) 435-0043

Estimate #2860	
Sent on	_____
Total	**$11,188.10**

Project summary

- Set up Work Over Rig
- Remove Existing Pump
- Install New Submersible Pump & Motor
- Replace Couplers on Drop Pipe
- Reconfigure Well Head, Install New Top Plate & Flange Connection
- Chlorinate Well
- Provide Written Report on Completion

Estimated 8 Hours to Complete Project

Product/Service	Description	Qty.	Unit Price	Total
Grundfos Submersible Pump End P/N: 15B700C5		1	$2,756.72	$2,756.72
Franklin Electric 15 HP Submersible Motor P/N: 2363138120		1	$2,613.38	$2,613.38
3" Stainless Steel Coupler		4	$101.705	$406.82
Fabricate Top Plate		1	$632.50	$632.50
3" x 5' Stainless Steel Nipple		1	$396.75	$396.75
3" Stainless Steel 90° Elbow		1	$58.94	$58.94
6" x 3" Weld Flange		1	$146.99	$146.99
6/3 Double Jacketed Well Wire *per foot*		80	$3.45	$276.00
Misc Parts	Water Tight Splice Kit, Rubber Tape, Sealer, Etc.	1	$250.00	$250.00
Work Over Rig *per hour*	- Includes Work Over Rig, Operator, Related Tooling, & Down Well Camera	6	$300.00	$1,800.00
Labor for 2 Techs * per hour*		8	$200.00	$1,600.00
Mobilization to Site		1	$250.00	$250.00

A deposit of 50% will be required to begin work.

Attachment: Quote 1 (RES-2025-781 : Geothermal Well Repair CRS #5785)

Willey Well Drilling, Inc.
12870 Route 39 | Sardinia, New York 14134
(716) 492-3930 | willeywelldrilling@yahoo.com |
www.willeywelldrillinginc.com

Total **$11,188.10**

Any Stoppages Unrelated to WWD Procedure will be billed at $350/hr.
***NYS Prevailing Wage Rates are Included**

Upon entering the property, Willey Well Drilling, Inc. WILL NOT assume liability for damage of sidewalks, driveway, or other property. The customer is to furnish suitable access roads on the site. Acceptance of this proposal by signature or payment relieves Willey Well Drilling, Inc. of any responsibility of damage caused by moving vehicles and/or equipment beyond limits or improved road or right-of-way. All excavation is rough grade only, no landscaping. Customer is solely responsible for all private or unknown utilities on the site. Any damage that may occur to these utilities will be repaired entirely at customers expense.

WWD, Inc. guarantees water. Although, in the case of servicing an existing well, WWD, Inc. cannot guarantee a successful restoration. There may be cracked or broken casing, not enough casing, etc. as we do not know the wells construction in its entirety, Willey Well Drilling, Inc. is not accountable for these conditions beyond our control. Regardless of depth, quantity, quality and so on, Willey Well Drilling, Inc. must be paid in full for all services.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workers Compensation Insurance.

Signature: _____ **Date:** _____

Attachment: Quote 1 (RES-2025-781 : Geothermal Well Repair CRS #5785)

PROPOSAL

EHMKE WELL DRILLERS
SILVER CREEK SINCE 1929

PO Box 4, 104 Main St.
Silver Creek, NY 14136
P: 716-934-2658 F: 716-934-3169
ehmkewelldrillers@gmail.com

Date	Proposal #
8/15/2025	6211

QUOTE 2

Job Description:
Install Pump

Proposal Submitted to:

Attn:Greg Bennett
Town of Amherst
Building & Maintenance Division
5583 Main Street
Williamsville, NY 14221

Customer Info	Job Location:
716-435-0043 Greg gbennett@amherst.ny.us	Same Town of Amherst Erie County

Item	Qty	Rate	Total
Goulds 25OL15 Water End	1	6,205.00	6,205.00
Goulds Motor, 6M152, 15 Hp, 3 Phase, 230V	1	6,627.00	6,627.00
3" SS Couplings	4	107.73	430.92
3" x 5" SS Nipple	1	119.93	119.93
3" SS Elbow 90°	1	165.65	165.65
6/3 Marine Wire	80	3.09	247.20
Marine Splice Kit #6	1	14.20	14.20
Fabricate Top Plate	1	500.00	500.00
Miscellaneous Parts and Fittings	1	1,000.00	1,000.00
Labor - 2 Man Prevailing Rate with R-22	8	290.00	2,320.00

NOTE: This proposal may be withdrawn if not accepted within 30 days. All prices are subject to change without prior notice due to currency fluctuation and/or unforeseen economic circumstances.

We hereby propose to furnish materials and labor - complete in accordance with above specifications for the total proposal amount which includes applicable tax. Ehmke Well Drillers Inc IS NOT responsible for damage to landscaping. - All credit card payments are subject to a 3% surcharge.

Subtotal	$17,629.90
Sales Tax (0.0%)	$0.00
Total Proposal	**$17,629.90**

TERMS: NO DOWNPAYMENT REQUIRED

Interest charge computed by an annual rate of 16%. In the event this sale is placed with an attorney for collection, there shall also be due and owing all collections costs incurred, including attorneys fees of 25% of the amount due.

AUTHORIZED SIGNATURE: Hans Ehmke
Hans Ehmke
Vice President

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED, PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE: _____ DATE OF ACCEPTANCE: _____

Attachment: Quote 2 (RES-2025-781 : Geothermal Well Repair CRS #5785)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 30892 **RESOLUTION 2025-782** **ADOPTED**

Award of Bid - Amherst Veterans Memorial Capital Improvements Re: Award of Bid – CamCo General Contracting Inc – General Contract Amherst Veterans Memorial – Capital Improvements TOA Project No. 2023-H-6.1

On August 21, 2025, bids were received for the above referenced project. After a review of one (1) bid received (bid tabulation attached), we recommend award of this contract to **CamCo General Contracting Inc.,** 10994 Tinkham Rd, Darien NY 14040, in the amount of **$70,100.00**.

We conducted a de-scope meeting on September 5, 2025 with the contractor and find them to be a responsible bidder. The project scope includes base bid work for replacement of medallions to represent all six military forces, as well as Alternate #1 which replaces failing sealant through the memorial wall, as identified in the bid documents.

Funding for this contract shall be from the following accounts:

KP 2311.4972	43,214.92
KP 2229.4972	22,770.36
A 7110.4110	4,114.72
Total	70,100.00

Work is expected to be completed in early May of 2026. Thank you for considering this request.

9/15/2025
Consent

FINANCIAL IMPACT:

KP 2311.4972	43,214.92
KP 2229.4972	22,770.36
A 7110.4110	4,114.72
Total	70,100.00

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

TOWN OF AMHERST

Facilities

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7109

September 10, 2025
AGENDA – SEPTEMBER 15, 2025

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

Re: **Award of Bid – CamCo General Contracting Inc – General Contract**
Amherst Veterans Memorial – Capital Improvements
TOA Project No. 2023-H-6.1

Greetings Councilmembers,

On August 21, 2025, bids were received for the above referenced project. After a review of one (1) bid received (bid tabulation attached), we recommend award of this contract to **CamCo General Contracting Inc.,** 10994 Tinkham Rd, Darien NY 14040, in the amount of **$70,100.00**.

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KP 2229.4972	22,770.36
A 7110.4110	4,114.72
Total	70,100.00

Work is expected to be completed in early May of 2026. Thank you for considering this request,

Anne Dafchik, AIA, NCARB
Town Architect

cc: Brian J. Kulpa – Supervisor
Councilmembers
Steven Bengart – Interim Town Attorney
Lynda Juul – Director of Contract Compliance
Jennifer Adams – Interim Comptroller
Ann E. Fickelscherer – Supervising Accountant
Sean Pellow – Facilities
Dominic Creamer – Parks Department

enc: Bid Tabulation

x:\administrative\- buildings\amherst state park\4. capital projects\2023-h-6.1 veterans memorial improvements\ca\award of contract letter - camco contracting.docx

Attachment: Award of Contract Letter - CamCo Contracting (RES-2025-782 : Award of Bid - Amherst Veterans Memorial Capital Improvements)

Bid Tabulation Form

Town of Amherst

Veterans Memorial Improvements

2023-H-6.1

08/21/2025

Contractor Name	Base Bid	Alternate #1 Caulking Replacement	Alternate #2 Replace Waterproofing at Pond	Alternate #3 Masonry Repointing	*Bid Bond Attached?*
CamCo General Contracting Inc.	$42,500.00	~~$70,100.00~~ * *27,600.00*	~~$66,700.00~~ * *24,200.00*	~~$61,200.00~~ * *18,700.00*	Yes
		** Contractor clarified afterwards that the Base Bid price was inadvertently included in the Alternate prices. Corrected prices are shown in italics below.*			

Attachment: Bid Tab (RES-2025-782 : Award of Bid - Amherst Veterans Memorial Capital Improvements)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 30894 **RESOLUTION 2025-783** **ADOPTED**

Change Order - 30 S. Cayuga Site Improvements Re: Change Order – Anastasi Trucking – General Contract 30 S. Cayuga – Exterior Site Stairs TOA Project No. 2023-F-16.3

Anastasi Trucking is currently under contract for a Construction project to add new site stairs at 30 S. Cayuga as well as replace portions of existing concrete sidewalk near Town Hall. At the Owner's request, an additional portion of concrete sidewalk replacement has been requested.

Funding for this contract shall be from account KP 2302.4972, and work is expected to be completed by the end of 2025.

Thank you for considering this request. CRS #5810.

9/15/2025
Consent

FINANCIAL IMPACT:

KP 2302.4972 $ 2,863.75

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

Town of Amherst
Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
2023-F-16.3 Site Improvements - Exterior Stairs	Contract For: Site Improvements Date: 8/4/2025 Original Resolution #: CRS/CMS: 5810	Change Order Number: **001** **KP 2302-4972**

OWNER:	ARCHITECT / ENGINEER	CONTRACTOR:
Town of Amherst 5583 Main St. Williamsville, NY 14221	Town of Amherst 5583 Main St. Williamsville, NY 14221	Anastasi Trucking, Inc. 4430 Walden Ave Lancaster, NY 14086

The Contract is changed as follows:

Replacement of ADA Curb Ramp - Extend concrete sidewalk replacement to include additional sidewalk ADA curb ramp near Town Hall. In accordance with original contract unit prices, replace an additional 204.5 SF of concrete sidewalk.

The original Contract Sum was	**$ 50,930.34**
The net change by previously authorized Change Orders	**$ 0.00**
The Contract Sum prior to this Change Order was	**$ 50,930.34**
The Contract Sum will be **increased** by this Change Order in the amount of	**$ 2,863.75**
The new Contract Sum, including this Change Order, will be	**$ 53,794.09**
The Contract Time will be changed by	**(0) days.**
The new date of Substantial Completion shall now be:	**N/A**

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Town of Amherst ARCHITECT / ENGINEER	Anastasi Trucking, Inc. CONTRACTOR:	Town of Amherst OWNER:
SIGNATURE	SIGNATURE	SIGNATURE
Anne Dafchik, Architect PRINTED NAME AND TITLE	Max D Wittig PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
9/10/2025 DATE	9/10/25 DATE	DATE

Attachment: Change Order 1 - ADA Sidewalk - Partially Executed (RES-2025-783 : Change Order - 30 S. Cayuga Site Improvements CRS #5810)

Anastasi Trucking, Inc.

4430 Walden Ave.
Lancaster, NY 14086

Phone: (716) 683-5003
Fax: (716) 683-5045

To:	Town Of Amherst	**Contact:**	
Address:	5583 Main Street	**Phone:**	716-631-7045
	Williamsville, NY 14221 USA	**Fax:**	716-631-7152
Project Name:	South Cayuga Sidewalk	**Bid Number:**	4800
Project Location:	30 S. Cayuga, Williamsville, NY	**Bid Date:**	7/24/2025

Item #	Item Description	Estimated Quantity	Unit	Total Price
	ADA Ramp Replacement This Price Reflects Replacing Sidewalk Ramp Concurrent With Contract Work. Pricing Valid If Work Occurs On October 13th (Columbus Day).	**204**	SF	$2,863.75
	~~**ADA Ramp Replacement - Saturday**~~ ~~Replace Additional Sidewalk Ramp On Saturday.~~ ~~Premium Labor Time Included.~~ ~~$2500 Saturday Plant Opening Fee Included.~~			~~$8,682.70~~

Notes:

- **Qualifications:**
- Survey and layout provided for our work; adequate control and building corners to be provided by General Contractor.
- All work to be performed by our employees currently assigned to the crews required to complete the scope of this proposal.
- We are not responsible for standing water (bird baths) where the pitch of the finished surface is less than or equal to 1%.
- This Proposal shall be made an attachment to our Contract.
- **********
- **Exclusions:**
- Permits, fees, testing, inspection and bonds.
- Excavation, blasting, and hammering of rock, shale, and boulders.
- Undercut and replacement of unsuitable material.
- Handling of hazardous and contaminated material.
- Handling of other contractors' surplus material.

Payment Terms:

Invoices will be issued monthly for work completed and materials supplied during the billing period. Payment is due 30 days from date of invoice.

Interest will be added to all past due invoices as follows: 30-90 days past-due (prime +2%), Over 90 days (prime + 4%) plus all collection and legal fees.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Anastasi Trucking, Inc.

Authorized Signature: _____

Estimator: Max Wittig
(716) 683-5003 MaxW@AnastasiTrucking.com

Attachment: COR-01 ADA Ramp Replacement - marked up (RES-2025-783 : Change Order - 30 S. Cayuga Site Improvements CRS #5810)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 30881 **RESOLUTION 2025-784** **ADOPTED**

Budget Transfers and Amendments

For September 15, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 09/10/2025
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:***
G9000.4350 Sewer District- Chemicals $1,510.00	G9000.2130 Computer Equip $1,510.00

Requested per department.

See attached for full listing.
To reserve funds in the 2025 budget for shortfalls of necessary items such as sludge, chemicals, retirement, etc.

BUDGET AMENDMENTS – 2025

INCREASE:	***DECREASE***
N2440.02785 AMH HOME- PI $170.00	N2440.4000 Contractual $170.00

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

N2440.02785 AMH HOME- PI $32,373.69	N2440.4000 Contractual $32,373.69
N2454.02785 HOME Admin- PI $3,597.08	N2454.4003 10% Admin $3,597.08

To recognize Community Development program income from 107 Belvoir, Amherst.

N2450.02785 TON Rehab- PI $23,517.00	N2450.4000 Contractual $23,517.00
N2453.02785 TON Admin- PI $2,613.00	N2453.4003 10% Admin $2,613.00

To recognize Community Development program income from 110 Meadow, Tonawanda.

N2444.02785 CHEEK HOME- PI $38,988.90	N2444.4000 Contractual $38,988.90
N2449.02785 HOME Admin- PI $4,332.10	N2449.4003 10% Admin $4,332.10

To recognize Community Development program income from 31 Patton, Cheektowaga.

9/15/2025
Consent

FINANCIAL IMPACT:

See attached.

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

Budget Transfer to Contingency.

Account Number	Dept	Account Name	Increase	Decrease
A1990-4000	A-FUND	CONTRACTUAL	371,383.18	
A1010-2100	COUNCILMEMBERS	FURNITURE		500.00
A1010-2130	COUNCILMEMBERS	COMPUTER EQUIP		1,000.00
A1010-4025	COUNCILMEMBERS	PRINT/ADV/LEASE		500.00
A1010-4430	COUNCILMEMBERS	MISCELLANEOUS		2,000.00
A1110-4380	TOWN JUSTICE	M&S BUILDING		4,000.00
A1220-4010	SUPERVISOR	OFFICE SUPPLIES		800.00
A1220-4025	SUPERVISOR	PRINT/ADV/LEASE		1,000.00
A1230-2130	ECO DEVELOPMENT	COMPUTER EQUIP		1,000.00
A1230-4010	ECO DEVELOPMENT	OFFICE SUPPLIES		3,000.00
A1230-4020	ECO DEVELOPMENT	POSTAGE & SUPPLIES		700.00
A1230-4040	ECO DEVELOPMENT	TRAVEL		2,000.00
A1230-4110	ECO DEVELOPMENT	CONTRACTUAL		40,000.00
A1230-4120	ECO DEVELOPMENT	TRAINING		3,000.00
A1310-4040	COMPTROLLER	TRAVEL		1,000.00
A1310-4120	COMPTROLLER	TRAINING		2,000.00
A1345-2100	FINANCE	FURNITURE		500.00
A1345-2130	FINANCE	COMPUTER EQUIP		957.00
A1345-4010	FINANCE	OFFICE SUPPLIES		500.00
A1345-4040	FINANCE	TRAVEL		2,000.00
A1355-4040	ASSESSORS	TRAVEL		1,000.00
A1355-4120	ASSESSORS	TRAINING		2,500.00
A1410-2100	TOWN CLERK	FURNITURE		3,215.19
A1410-4090	TOWN CLERK	PROFESSIONAL SVCS		10,000.00
A1410-4220	TOWN CLERK	BUILDING		5,000.00
A1420-2130	LAW	COMPUTER EQUIP		689.38
A1420-4120	LAW	TRAINING		5,000.00
A1430-2130	HR	COMPUTER EQUIP		793.98
A1430-4160	HR	PHYSICALS		10,000.00
A1440-2130	ENGINEERING OFFICE	COMPUTER EQUIP		3,000.00
A1440-4025	ENGINEERING OFFICE	PRINT/ADV/LEASE		2,000.00
A1440-4090	ENGINEERING OFFICE	PROFESSIONAL SVCS		1,000.00
A1620-4120	FACILITIES	TRAINING		3,000.00
A1620-4200	FACILITIES	ASBESTOS		5,000.00
A1620-4340	FACILITIES	LANDSCAPING		2,000.00
A1681-4090	IT	PROFESSIONAL SVCS		50,000.00
A1681-4220	IT	BUILDING		900.00
A3020-2100	CENTRAL ALARM	FURNITURE		427.63
A3020-2150	CENTRAL ALARM	BUILDING		1,000.00
A3020-2450	CENTRAL ALARM	PUBLIC SAFETY		6,000.00
A3020-4220	CENTRAL ALARM	BUILDING		3,000.00
A3020-4410	CENTRAL ALARM	PUBLIC SAFETY		1,000.00
A3120-2100	POLICE OFFICE	FURNITURE		500.00
A3120-2290	POLICE OFFICE	NEW 2-WAY RADIOS		20,000.00
A3122-4220	POLICE BAILEY AVE	BUILDING		5,000.00
A3310-2130	TRAFFIC CONTROL	COMPUTER EQUIP		8,000.00
A3310-2550	TRAFFIC CONTROL	OTHER SPECIAL EQUIP		20,000.00
A3310-4430	TRAFFIC CONTROL	RNGE, PHOTO		6,000.00
A3510-4450	ANIMAL CONTROL	SMALL TOOL		300.00
A5010-4090	HWY OFFICE	PROFESSIONAL SVCS		4,800.00
A5010-4120	HWY OFFICE	TRAINING		1,000.00
A6772-2130	SENIOR CENTER	COMPUTER EQUIP		2,000.00
A6776-4010	SENIOR CENTER	OFFICE SUPPLIES		1,000.00
A7110-4010	PARKS	OFFICE SUPPLIES		500.00
A7110-4025	PARKS	PRINT/ADV/LEASE		300.00
A7110-4120	PARKS	TRAINING		2,500.00
A7110-4240	PARKS	TRUCKS, TRACTORS		10,000.00
A7110-4290	PARKS	RECREATION		10,000.00

Attachment: Transfers for 9.15.25 meeting (RES-2025-784 : Budget Transfers and Amendments)

A7110-4450	PARKS	SMALL TOOL		1,000.00
A7110-4470	PARKS	BIKE PATH		10,000.00
A7120-2150	AMH CENTRAL PARK	BUILDING		5,000.00
A7120-4220	AMH CENTRAL PARK	BUILDING		4,000.00
A7140-4350	AMH REC COMPLEX	CHEMICALS		2,000.00
A7142-4110	REC BASSETT	CONTRACTUAL		3,000.00
A7142-4220	REC BASSETT	BUILDING		2,000.00
A7143-4350	NORTH AMHERST COMM	CHEMICALS		4,000.00
A7145-4020	REC JOINT PROJECT	POSTAGE & SUPPLIES		500.00
A7145-4040	REC JOINT PROJECT	TRAVEL		1,000.00
A7253-4090	ICE RINK	PROFESSIONAL SVCS		5,000.00
A7253-4430	ICE RINK	MISCELLANEOUS		2,000.00
A7255-4220	WILLIAMSVILLE YOUTH	BUILDING		10,000.00
A7450-2150	MUSEUM	BUILDING		20,000.00
A8020-4000	PLANNING	CONTRACTUAL		20,000.00
A8020-2600	PLANNING	OTHER		7,000.00
TOTAL			**371,383.18**	**371,383.18**
B1990-4000	TOWN-WIDE	CONTINGENCY	9,500.00	
B3620-2100	BUILDING	FURNITURE		3,500.00
B3620-2130	BUILDING	COMPUTER EQUIP		2,000.00
B3620-4040	BUILDING	TRAVEL		3,000.00
B3620-4090	BUILDING	PROFESSIONAL		1,000.00
TOTAL			**9,500.00**	**9,500.00**
C1990-4000	TOWN-WIDE	CONTINGENCY	8,750.00	
C3621-4010	REFUSE ADMIN	OFFICE SUPPLIES		5,000.00
C3621-4020	REFUSE ADMIN	POSTAGE		250.00
C3621-4025	REFUSE ADMIN	PRINT/ADV/LEASE		500.00
C3621-4030	REFUSE ADMIN	PRINTING		500.00
C3621-4090	REFUSE ADMIN	PROFESSIONAL SVCS		1,500.00
C3621-4240	REFUSE ADMIN	TRUCKS, TRACTORS		1,000.00
TOTAL			**8,750.00**	**8,750.00**
D1990-4000	TOWN-WIDE	CONTINGENCY	10,750.00	
D5110-4120	HIGHWAY-GENERAL	TRAINING		750.00
D5110-4330	HIGHWAY-GENERAL	RESURFACING		10,000.00
TOTAL			**10,750.00**	**10,750.00**
G1990-4000	TOWN-WIDE	CONTINGENCY	12,448.00	
G9000-4020	SANITARY SEWER	POSTAGE		500.00
G9000-4090	SANITARY SEWER	PROFESSIONAL SVCS		5,000.00
G9916-2130	PLANT-16	COMPUTER EQUIP		1,148.00
G9999-4025	ENVIRONMENTAL CONTROL	PRINT/ADV/LEASE		150.00
G9999-4040	ENVIRONMENTAL CONTROL	TRAVEL		150.00
G9999-4110	ENVIRONMENTAL CONTROL	CONTRACTUAL		5,000.00
G9999-4120	ENVIRONMENTAL CONTROL	TRAINING		500.00
TOTAL			**12,448.00**	**12,448.00**
H1990-4000	TOWN-WIDE	CONTINGENCY	8,500.00	
H8000-4040	STORM DRAINAGE	TRAVEL		1,000.00
H8000-4090	STORM DRAINAGE	PROFESSIONAL SVCS		6,500.00
H8000-4120	STORM DRAINAGE	TRAINING		1,000.00
TOTAL			**8,500.00**	**8,500.00**
TOTAL ALL FUNDS			421,331.18	421,331.18

Attachment: Transfers for 9.15.25 meeting (RES-2025-784 : Budget Transfers and Amendments)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30868 **RESOLUTION 2025-785** **ADOPTED**

Award Bid #2025030 Ovivo Clarifier Drive Replacement Units - CRS #5803

WHEREAS, the Contract Compliance and Administration Department received bids on August 14, 2025 for Ovivo Clarifier Drive Replacement Units; and

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

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

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Ovivo USA LLC, pending successful completion of the contract routing process due to the fact that the pricing provided is only valid thru September 28, 2025.

9/15/2025
Consent

FINANCIAL IMPACT:

KP2518-4972 - $198,000 (Item 1); G9916-4921 - Amount TBD (Items 2 &3)

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

Bid #2025030 Ovivo Clarifier Drive Replacement Units					
Low Bidder			Vendor Name:	Ovivo USA	
Item #	QTY	U/M		Unit Price	Total Price
1	2	EA	Ovivio C60LT Clarifier Drive Replacement Units. Further detailed under specifications.	$99,000.00	$198,000.00
			Please note the estimated lead time after receipt of order below.	4 weeks - submittals; 18 weeks after	
2	3	EA	Additional Field Service – per eight (8) hour day at TOA WPCF site. Further detailed under specifications.	$3,000.00	$9,000.00
3	$2,500.00	YR	Ovivo parts to repair and maintain the clarifier drive when non-warrantied repairs are required. Percentage Discount from Ovivo's List Price. Further detailed under specifications.	10%	$2,250.00
			NO ADDITIONAL CHARGES WILL BE ALLOWED		

Attachment: Bid Tab Ovivo Clarifier Drive Replacements (RES-2025-785 : Award Bid #2025030 Ovivo Clarifier Drive Replacement Units - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30872 **RESOLUTION 2025-786** **ADOPTED**

Award NY State OGS Mini-Bid #2025034 for (1) Ford F-550 with Plow & Salter - CRS #5804

WHEREAS, the Contract Compliance and Administration Department issued Mini-Bid #2025034 through NYS OGS for the purchase of one (1) Ford F-550 with Plow & Salter for the Youth & Recreation Department; and

WHEREAS, the bid process resulted in a response from six (6) vendors as per the attached bid tabulation form;

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

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

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

9/15/2025
Consent

FINANCIAL IMPACT:

KP2525-2250; $92,526.40

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

Rank	Total Quantity	Chassis Make & Model / Body Made & Model	Model Code	Mini-Bid #	Contractor	Contract #	NYS Discount (Vehicle)	NYS Base Price (MSRP)	NYS Base Price (After Discount)	Aftermarket Components Price	Body Price	Total Price per Vehicle	Grand Total Price for Mini-Bid	Built to Specification or Pre-Existing Inventory	Estimated # of days if built to spec	Notes
1	1	2024 Ford F 550 XL w/ 2024 Air Flo 9' 3-4 Yard Dump Body	F5H	2025034	Delacy Ford	PC68978	11.00%	$72,360.00	$64,400.40	$14,754.00	$13,372.00	$92,526.40	$92,526.40	Combination	TBA	Body & Aftermarket components done by Casullo.
2	1	2026 Ford F550 Chassis Reg Cab w/ Air Flo 9' 3-4 Air-Flo-M Dump Body	F5H	2025034	Bob Johnson Ford	PC69260	11.50%	$77,485.00	$68,574.00	$18,662.00	$10,864.00	$98,100.00	$98,100.00	Built to Specification	TBD	Body & Aftermarket components done by Unicell.
3	1	2026 Ford F-550 DRW XT Trim (Body not identified on paperwork)	F5H	2025034	Scorpio Motors LLC DBA Greenwich Ford	PC69492	10.00%	$77,435.00	$69,691.50	$28,874.00	$0.00	$98,565.50	$98,565.50	Built to Specification	TBD	Aftermarket done by Hartford Truck Equipment. Vendor also filled out single OEM paperwork instead of chassis & body. The body is not identified in their response.
4	1	2026 Ford F-550 XL CC w/ 2025 AIRFLO Dump Body 9' 3-4 YD Dump	F5H	2025034	Van Bortel Ford	PC68953	12.68%	$77,135.00	$67,354.28	$20,205.00	$12,100.00	$99,659.28	$99,659.28	Built to Specification	150 days +/-	Body & Aftermarket components done by Unicell.
5	1	2026 Ford F-550 XL w/ AIRFLO Dump Body 9' 3-4 YD and 8' Western Plow & SnowEx Salter	F5H	2025034	Ferrario Ford	PC69846	8.00%	$76,625.00	$70,495.00	$31,222.00	$0.00	$101,717.00	$101,717.00	Built to Specification	120 days	Body, Plow and Salter done by Binghampton Truck Company.
6	1	2026 Ford F-450 XL w/ Air Flo Dump, Western Plow, Western Salter	F4H	2025034	Friendly Ford	PC69149	11.31%	$76,785.00	$68,100.62	$32,000.00	$0.00	$100,100.62	$100,100.62	Combination	TBD	Body & Aftermarket done by Boondocker. F-450 does not meet spec.
												$0.00	$0.00			
												$0.00	$0.00			
												$0.00	$0.00			

Late Bids Received for Mini-Bid

Mini-Bid #	Contractor		Contract #	Date/Time Bid Arrived

Attachment: Mini Bid 2025034 - Bid Tab (RES-2025-786 : Award NY State OGS Mini-Bid #2025034 for (1)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30874 **RESOLUTION 2025-787** **ADOPTED**

Award NY State OGS Mini-Bid #2025035 for (2) Ford F-350 with Plow - CRS #5805

WHEREAS, the Contract Compliance and Administration Department issued Mini-Bid #2025035 through NYS OGS for the purchase of two (2) Ford F-350 with Plow for the Youth & Recreation Department; and

WHEREAS, the bid process resulted in a response from six (6) 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 Van Bortel Ford; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Van Bortel Ford; and

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

9/15/2025
Consent

FINANCIAL IMPACT:

KP2525-2250; $106,273.18

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

Model Code	Mini-Bid #	Contractor	Contract #	NYS Discount (Vehicle)	NYS Base Price (MSRP)	NYS Base Price (After Discount)	Aftermarket Components Price	Total Price per Vehicle	Grand Total Price for Mini-Bid	Built to Specification or Pre-Existing Inventory	Estimated # of days if built to spec	Notes
F3B	2025035	VanBortel Ford, Inc	PC68953	15.75%	$55,355.00	$46,636.59	$6,500.00	$53,136.59	$106,273.18	Built to Specifications	125 days +/-	Unicell will install the aftermarket components.
F3B	2025035	Delacy Ford	PC68978	13.01%	$54,740.00	$47,618.33	$5,977.00	$53,595.33	$107,190.66	Pre-Existing	N/A	Exterior White, Interior Slate.
F3B	2025035	BJA 1675 LLC Bob Johnson Ford	PC69260	14.45%	$55,755.00	$47,701.00	$6,549.00	$54,250.00	$108,500.00	Built to Specifications	84 days	Unicell will install the aftermarket components.
F3B	2025035	Friendly Ford	PC69149	14.87%	$55,705.00	$47,421.67	$7,000.00	$54,421.67	$108,843.34	Built to Specifications	TBD	Vendor added the Snow Plow Prep Package, Plowing without it may void the warranty.
F3B	2025035	Scorpio Motors LLC DBA Greenwich Ford	PC69492	12.25%	$55,705.00	$48,881.14	$5,966.00	$54,847.14	$109,694.28	Built to Specifications	59 days	Tony Rotell'as will install the aftermarket components.
F3B	2025035	Ferrario Ford dba Ferrario Auto Team of Elmira	PC69846	10.00%	$55,125.00	$49,612.50	$7,110.00	$56,722.50	$113,445.00	Built to Specifications	90 days	
F2B	2025035	Ferrario Ford dba Ferrario Auto Team of Elmira	PC69846	16.00%	$52,240.00	$43,881.60	$8,610.00	$52,491.60	$104,983.20	Pre-Existing	N/A	F-250 Model does not meet spec, specific vehicle was selected for type of vehicle on spec.

	Contract #	Date/Time Bid Arrived

Attachment: Mini Bid 2025035 - Bid Tab (RES-2025-787 : Award NY State OGS Mini-Bid #2025035 for (2)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30886 **RESOLUTION 2025-788** **ADOPTED**

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

We Are Hereby Requesting Authorization to Have One (1) Fire Hydrant Installed at the Above Location.

During the Course of Construction Associated with the Above Referenced Project and in an Effort to Comply with All Fire Safety Codes, the Project is Required to Install One (1) Additional Fire Hydrant Onsite.

The Town Board Adopted a Resolution to Allow for the Installation of This Hydrant at the April 28, 2025 Board Meeting However, the Request Mistakenly Stated with Error that the Hydrant Would be Located in the Lease Managed Area with an Annual Fee of $160.80. This is Inaccurate as the Hydrant Would Actually be Located Within a Direct Service Area and Under the Lease Management Agreement with Erie County Water Authority, the Annual Maintenance Fee is $229.08.

A resolution from the Town Board is Required for Erie County Water Authority to Accept This Installation. The Town Shall Pay the Annual Maintenance Fee of $229.08 Per Fire Hydrant for a Total of $229.08.

May We Have Your Approval for the Installation of One (1) Additional Fire Hydrant?

Thank You for Considering This Request.

9/15/2025
Consent

FINANCIAL IMPACT:

The Town shall pay the annual maintenance fee of $229.08 per fire hydrant for a total of $229.08.

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30897 **RESOLUTION 2025-789** **ADOPTED**

Holcim Quarries Purchase Order

We are respectfully requesting approval from the Town Board to direct the Comptrollers' Office to pay purchase order PO #25-20168 to Holcim Quarries in the amount of $10,072.23. The Amherst Highway Department inadvertently ordered only the Crusher 2 material in error ($3,436.66 as per attached) from Holcim Quarries which was not awarded to them. We have already used said material and currently we have been shut off purchasing any further materials from Holcim Quarries due to our error until this purchase order is paid in full. We thank you for your consideration.

9/15/2025
Consent

FINANCIAL IMPACT:

$10,072.23

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

TOWN OF AMHERST

PURCHASE ORDER

P.O. No. **25-20**

This number must appear on all packages and invoices

☐ 5583 Main St., Williamsville, NY 14221-5499

☒ Highway Department
1042 North Forest Road, Williamsville NY 14221

Date: 08/19/25

DO NOT WRITE IN THIS BOX

VENDOR'S NO.: 1581

FUND APPROPRIATION				FUND APPROPRIATION			
Fund	Dept./ District	Object	Amount	Fund	Dept./ District	Object	Amou
H 8200		4430	10,072.23				

Claimant's Name and Address

HOLCIM QUARRIES
6211 Ann Arbor Road
Dundee, MI 48131

Total: $10,072.23

☐ Check box if partial payment (P.O. will remain open)

☐ Separate Check Required

Quantity	Description of Materials or Services	Unit Price	Amount
1	See attached spreadsheet for breakdown per street, material, tonnage, price, escalation & totals	10,072.23	10,072.23

Material Bid 1-8 - Resolution 2025-428 - 3/31/2026

Due Date: 09/30/25 Vendor Invoice#: See attached **Total** **$10,072.23**

Date of Town Board Resolution (if needed):

INVOICES MUST BE RENDERED ON ATTACHED FORM (VOUCHER) FURNISHED BY THE TOWN OF AMHERST AND MUST BE PROPERLY SIGNED. THE TOWN WILL NOT BE RESPONSIBLE FOR MERCHANDISE DELIVERED WITHOUT A RECEIPT SIGNATURE.

Received by: _____

Date Received: _____

SALES TAX EXEMPT

All purchase contracts involving an aggregate expenditures of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION

Steven Floss

Department Head or Director of Purchasing

Audited By:	Contracts:	Bids Received: Y / N
Date:	Signed Contract: Y / N Town Board Approval Date:	Town Board Approval: Y / N Date:

DEPARTMENT APPROVAL (SPACE BELOW FOR MUNICIPAL USE)

The above services or materials were rendered or furnished to the municipality on the dates stated and the changes are correct.

COMPTROLLER'S DEPARTMENT

Date Authorized Signature

Date

Attachment: HOLCIM - PO 25-20168-09092025162945 (RES-2025-789 : Holcim Quarries Purchase Order)

7/31/2025		Paving Totals		P.O. 2520168	
Street	**Product**	**Quantity**	**Unit Price**	**Total**	**Account**
Drainage	Crusher 2	274.93	$12.50	$3,436.66	H8200.4430
Drainage	#1 Stone	247.49	$20.25	$5,011.70	H8200.4430
Drainage	#1 & #2	82.43	$19.70	$1,623.87	H8200.4430

Invoice	Amount
721079972	$2,197.34
721086363	$541.07
721091789	$2,306.10
721106887	$2,080.60
721150622	$715.37
721113123	$2,231.75
	$10,072.23

Vendor - Homcim				P.O. 2520168	$10,072.
		Fund	**Amount**		
		H8200.4430	$10,072.23		

Attachment: ITEMIZED - CRUSHER 2 ONLY-09092025164858 (RES-2025-789 : Holcim Quarries Purchase Order)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30865 **RESOLUTION 2025-790** **ADOPTED**

Recreation Attendant - PT/Senior Services

Please appoint a Recreation Attendant - PT to the Senior Services Department. Effective September 16, 2025, Temporary, $16.00 ph, Step 1 for Susan Kokinos.

9/15/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30866 **RESOLUTION 2025-791** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation (3 Positions)

Recreation Attendant - PT/Youth & Recreation (3 Positions), Effective September 16, 2025, Temporary, $15.50 ph, Step 1 for Lauren Bakker, Madison Kelly and Jaycob Mann.

9/15/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30879 **RESOLUTION 2025-792** **ADOPTED**

Leave of Absence Without Pay/Police Department

Please authorize a Leave of Absence Without Pay for Military Duty to Jacob Wixom, Police Officer in the Police Department. Effective October 1, 2025 through January 6, 2026.

9/15/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30867 **RESOLUTION 2025-793** **ADOPTED**

Set the First of Two Public Hearings Required by the U.S. Department of Housing and Urban Development for the FY 2026 Community Development Annual Action Plan

WHEREAS, the Town is required to hold at least two public hearings for the Annual Action Plan, encompassing both the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) applications; and

WHEREAS, at least one public hearing must be held prior to the assembly of the draft Action Plan; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst sets October 27, 2025 for the first public hearing for the 2026 Annual Action Plan to solicit input on housing and community development needs and to review the current use of CDBG and HOME grant funds.

9/15/2025
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no monetary consideration and will have no impact on the Town Budget or tax rate.

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

Amherst

Town of Amherst Planning Department — Erie County, New York

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

September 8, 2025

Agenda of September 15, 2025

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

Subject: Set 1st Public Hearing for FY 2026 Action Plan (Community Development Program)

Honorable Board Members:

The FY 2026 program year for the Town's Community Development Programming will begin on April 1, 2026. This funding cycle includes both the Community Development Block Grant (CDBG) and the HOME Investment Partnership Grant applications to the U.S. Department of Housing & Urban Development (HUD). The Annual Action Plan is a listing of projects to be funded in the 2026 applications.

As part of the process of developing the Action Plan, the Town is required to hold a public hearing prior to the assembly of a draft budget to advise residents of the availability of funds, outline how funds are currently being used and obtain suggestions for programming. Staff requests that this hearing be held at the Town Board meeting of October 27, 2025. A second public hearing must be held in January 2026, after draft documents have been prepared. The final documents must be submitted to HUD by February 15, 2026. A proposed schedule for the application process is attached for your reference.

Please set a public hearing date of October 27, 2025 for soliciting input on housing and community development needs in the Town. Thank you for your assistance with this matter.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Att.
X:\Community Development\New Structure\ANNUAL PLAN\Data 2026\Public Hearings & Ads\TB Letter to Set 1st public hearing_10.27.25.docx

Attachment: Signed TB meeting letter 9.15.25-schedule (RES-2025-793 : To Authorize Supervisor to Set the 1ST Public Hearing for the 2026

TOWN OF AMHERST
COMMUNITY DEVELOPMENT PROGRAM
ACTION PLAN APPLICATION SCHEDULE FOR THE 2026 PROGRAM YEAR

Sept. 15, 2025	Request Town Board through a resolution to set 1st public hearing date of October 27, 2025.
October 9th	**Display Ad and Legal Notice** in Amherst BEE announcing October 27th public hearing and beginning of period for citizen input on Community Development, Housing and Homeless needs. (At least 14 days prior to PH). (Notice should say requests for funding are available).
October 9th	Send out department/organization requests for funding packages-30 day deadline
October 27th	1st Public hearing to provide information on amount of CDBG and HOME funds available (including program income) and eligible activities; obtain views of citizens on housing and community development needs. Town of Amherst Council Chambers, 7:00 p.m. (no resolution required).
November 10th	Last date to accept Department Head/Organizations requests regarding community development, housing and homeless needs.
December 18th	**Display Ad** in Amherst Bee; "Draft Action Plan published for the 18th; request citizen comments. "Draft Action Plan available in libraries, select locations and the Town of Amherst website. 30 Day Comment Period – (12/18/25- 1/18/26.) Town/Village Boards receive Consortium's "Draft Action Plan" for review.
December 15th	Request Town Board to set 2nd public hearing date of Tuesday, January 20, 2026.
January 1, 2026	**Display Ad** and **Legal Notice** published in Amherst Bee announcing January 20th public hearing; request citizen comment on "Draft Action Plan" (Deadline for Amherst Bee will be December 26, 2025)
January 18, 2026	**End of comment period** (30 days)
January 20, 2026	2nd Public Hearing to review and accept comments on "Draft Action Plan and "Consolidated Plan"). Town of Amherst Council Chambers, 7:00 p.m.
February 2, 2026	Town Board adopts resolution authorizing Supervisor to submit "Final Action Plan" to HUD and act as official representative.
February 13, 2026	Consortium "Action Plan" and "Consolidated Plan" submitted to HUD. (45 days prior to start of Fiscal Year April 1st, 2026)

Attachment: Signed TB meeting letter 9.15.25-schedule (RES-2025-793 : To Authorize Supervisor to Set the 1ST Public Hearing for the 2026

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30875 **RESOLUTION 2025-794** **ADOPTED**

Travel Request - NYS GIS Association Conference, GeoCon 2025 in Lake Placid, NY

Please approve the attached travel request for a Planning Department employee to attend the NYS GIS Association Conference, GeoCon 2025 in Lake Placid, NY from October 8-10, 2025 at an estimated cost not to exceed $1,225.00.

9/15/2025
Consent

FINANCIAL IMPACT:

Funding for this travel request is available in A8020-4040 and A1681-4015.

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[redacted]		Planning	[redacted]

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
10/8/2025	10/10/2025	Lake Placid, NY	NY State GIS Association Conference, GeoCon 2025

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 331 @ $0.67	$221.77		
Tolls $12.62	$12.62		
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
2 # nights @ $ $209	$418.00		
Meals:	$123.75		
IRS Per Diem Per Day: $86			
1st & Last Day of Travel @ 75% $64.50			
1 # Breakfasts @ $ $22			
1 # Lunches @ $ $23			
3 # Dinners @ $ $36.00			
3 # Incidentals @ $ $5.00	$12.50		
Registration/Conference Fee			
$300 - $325	$300 - $325		
Other			
Subtotal	$1,113.64	A8020-4040#	N/A
Contingency - 10% of subtotal or $200	$111.36	A1618-4015	N/A
TOTAL	$1,225.00		

Request Approved By:

Department Head Signature

9/9/25

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area
For Expense Reimbursement

Attachment: travel request (RES-2025-794 : Travel Request NY GeoCon 2025)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30882 **RESOLUTION 2025-795** **ADOPTED**

To Authorize the Supervisor to Sign the HUD 2025 Community Development Block Grant Contract (CDBG) CRS #5801

WHEREAS, the Town has approved and submitted an Action Plan delineating the use of Community Development Block Grant funds (CDBG) for Fiscal Year 2025 (April 1, 2025 to March 31, 2026) to address housing and community development needs identified in the 5-Year Consolidated Plan; and

WHEREAS, the US Department of Housing and Urban Development (HUD) has approved the Town's 2025 Annual Action Plan and budget, now, therefore, be it

RESOLVED that the Amherst Town Board hereby authorizes the Supervisor, as official representative of the Town in submitting the Action Plan and amendments thereto, all understandings and assurances contained therein, to execute the CDBG contract with the Department of Housing and Urban Development subject to satisfactory completion of the contract routing system.

9/15/2025
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no local monetary consideration and will have no impact on the Town Budget or tax rate. The contract represents inflow of funds to Community Development.

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

Amherst

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

Brian J. Kulpa, Supe
Daniel C. Howard, A
Planning Directo
Daniel J. Ulatowski,
Assistant Planning Di

September 10, 2025

Agenda of September 15, 2025

Honorable Town Board
5583 Main Street
Williamsville, NY 14221

Subject: Authorization for the Supervisor to sign the HUD Contract for the FY 2025 Community Development Block Grant Funds (CDBG)

Dear Councilmembers:

The 2025 Annual Action Plan and budget for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership Grant (HOME) funds in the Town was adopted at the Town Board meeting of March 10, 2025 (res #2025-263) and submitted to the US Department of Housing and Urban Development (HUD) in May. A proposed resolution authorizing the Supervisor to sign the HUD 2025 CDBG grant agreement is attached for your consideration.

The final budget allocations were provided by HUD in May 2025 and were relatively level funded from the prior year. The Town will receive $625,669 in CDBG and $838,599.85 in HOME funds.

Thank you for your assistance with this matter.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\ANNUAL PLAN\Data 2025\Submittal to HUD\TB_CDBG_contractltr.9.10.25.docx

Attachment: TB-CDBG Agreement Ltr - Signed (RES-2025-795 : Authorize the Supervisor to Sign the HUD 2025 Community Development Block

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Town of Amherst 5583 MAIN STREET WILLIAMSVILLE, NY 14221	12. Assistance listing number and title: • 14.218, Community Development Block Grant Program for Entitlement Communities • 14.225, Community Development Block Grant Program for Insular Areas • 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii
2. Recipient's Unique Entity Identifier: LUD2CUCRDQK7	13. Amount of federal funds obligated by this action: $625,669.00
3. Tax identification number: 166002157	14. Total amount of federal funds obligated: $625,669.00
4. Federal Award Identification Number (FAIN): B25MC360010	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: $625,669.00
6. Period of performance start and end date: 10/1/2024 - See Addendum 2	17. Budget approved by HUD:
7. Budget period start and end date: 10/1/2024 - See Addendum 2	18. Fiscal year: 2025
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 5301 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Community Development Block Grant program statute 42 U.S.C. 5301 et seq., the program regulations at 24 C.F.R. § 570 (as now in effect and as may be

Attachment: CDBG Agreement_9.9.25-Amherst Town (RES-2025-795 : Authorize the Supervisor to Sign the HUD 2025 Community Development

amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.

2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:

   ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.

   ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.

3. *Applicability of 2 C.F.R. part 200.*

   ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

   ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.

6. *Recipient integrity and performance matters.* If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.

7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in

Attachment: CDBG Agreement_9.9.25-Amherst Town (RES-2025-795 : Authorize the Supervisor to Sign the HUD 2025 Community Development

Attachment: CDBG Agreement_9.9.25-Amherst Town (RES-2025-795 : Authorize the Supervisor to Sign the HUD 2025 Community Development

such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance*. If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.

9. *Termination provisions*. Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.

10. *Build America, Buy America*. The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11. *Waste, Fraud, Abuse, and Whistleblower Protections*. Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

12. *Third-Party Claims*. Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions x Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

Attachment: CDBG Agreement_9.9.25-Amherst Town (RES-2025-795 : Authorize the Supervisor to Sign the HUD 2025 Community Development

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,

5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

Attachment: CDBG Agreement_9.9.25-Amherst Town (RES-2025-795 : Authorize the Supervisor to Sign the HUD 2025 Community Development

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.218, Community Development Block Grant Program for Entitlement Communities

Assistance Listing 14.225, Community Development Block Grant Program for Insular Areas

Assistance Listing 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii

1. *Environmental Review*. The Recipient agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

2. *Public Use*. The Recipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

3. *Prohibition on Selling, Trading, and Transferring Funds*. The Recipient or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

4. *Construction of Water and Sewer Facilities*. Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

5. *Funds for For-Profit Entities*. Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements*.

6. *Violence Against Women Act*. The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

Attachment: CDBG Agreement_9.9.25-Amherst Town (RES-2025-795 : Authorize the Supervisor to Sign the HUD 2025 Community Development

7. Funding Information and Period of Performance and Budget Period End Dates

Source of Funds	Amount	Period of Performance End Date	Budget Period End Date
2025	$625,669.00	9/30/2033	9/30/2033

Attachment: CDBG Agreement_9.9.25-Amherst Town (RES-2025-795 : Authorize the Supervisor to Sign the HUD 2025 Community Development

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

Attachment: CDBG Agreement_9.9.25-Amherst Town (RES-2025-795 : Authorize the Supervisor to Sign the HUD 2025 Community Development

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30883 **RESOLUTION 2025-796** **ADOPTED**

To Authorize the Supervisor to Sign the HUD 2025 HOME Investment Partnership Program Contract (HOME) CRS #5802

WHEREAS, the Town has approved and submitted an Action Plan delineating the use of Home Investment Partnerships Program funds (HOME) for Fiscal Year 2025 (April 1, 2025 to March 31, 2026) to address housing and community development needs identified in the 5-Year Consolidated Plan; and

WHEREAS, the US Department of Housing and Urban Development (HUD) has approved the Town's 2025 Action Plan and budget, now, therefore, be it

RESOLVED, that the Amherst Town Board hereby authorizes the Supervisor, as official representative of the Town in submitting the Action Plan and amendments thereto, and all understandings and assurances contained therein, to execute the HOME contract with the Department of Housing and Urban Development subject to satisfactory completion of the contract routing system.

9/15/2025
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no local monetary consideration and will have no impact on the Town Budget or tax rate. The contract represents inflow of funds to Community Development.

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

Amherst

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

Brian J. Kulpa, Supe
Daniel C. Howard, A
Planning Directo
Daniel J. Ulatowski,
Assistant Planning Di

September 10, 2025

Agenda of September 15, 2025

Honorable Town Board
5583 Main Street
Williamsville, NY 14221

Subject: Authorization for the Supervisor to sign the HUD Contract for the FY 2025 Home Investment Partnership Program Funds (HOME)

Dear Councilmembers:

The 2025 Annual Action Plan and budget for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership Grant (HOME) funds in the Town was adopted at the Town Board meeting of March 10, 2025 (res #2025-263) and submitted to the US Department of Housing and Urban Development (HUD) in May. A proposed resolution authorizing the Supervisor to sign the HUD 2025 HOME grant agreement is attached for your consideration.

The final budget allocations were provided by HUD in May 2025 and were relatively level funded from the prior year. The Town will receive $625,669 in CDBG and $838,599.85 in HOME funds.

Thank you for your assistance with this matter.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\ANNUAL PLAN\Data 2025\Grant Agreements\TB_HOME_contractltr._9.15.25.docx

Attachment: TB-HOME Agreement Ltr - Signed (RES-2025-796 : Authorize the Supervisor to Sign the HUD 2025 HOME Investment Partnership

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Town of Amherst 5583 MAIN STREET WILLIAMSVILLE, NY 14221	12. Assistance listing number and title: 14.239, HOME Investment Partnerships Program
2. Recipient's Unique Entity Identifier: LUD2CUCRDQK7	13. Amount of federal funds obligated by this action: $838,599.85
3. Tax identification number: 166002157	14. Total amount of federal funds obligated: $838,599.85
4. Federal Award Identification Number (FAIN): M25DC360511	15. Total approved cost sharing (if applicable): See Addendum 2
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: $838,599.85
6. Period of performance start and end date: - 09/30/2034	17. Budget approved by HUD:
7. Budget period start and end date: FY 2025 through FY 2033	18. Fiscal year: See Addendum 2
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 12701 et seq
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 118-158, Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 92
23. Federal award description: Under the HOME Investment Partnerships Program, HUD allocates funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the HOME Investment Partnerships program statute 42 U.S.C. 12701 et seq., the program regulations at 24 C.F.R. § 92 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

Attachment: HOME_Agreement_9.9.25-Amherst Town (RES-2025-796 : Authorize the Supervisor to Sign the HUD 2025 HOME Investment

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.

2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:

   ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.

   ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.

3. *Applicability of 2 C.F.R. part 200.*

   ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

   ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.

6. *Recipient integrity and performance matters.* If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.

7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Attachment: HOME_Agreement_9.9.25-Amherst Town (RES-2025-796 : Authorize the Supervisor to Sign the HUD 2025 HOME Investment

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance*. If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.

9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.

10. *Build America, Buy America*. The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

13. *Rule of Construction and No Construction Against Drafter*. Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions

Not applicable ☒ Attached ☐

Attachment: HOME_Agreement_9.9.25-Amherst Town (RES-2025-796 : Authorize the Supervisor to Sign the HUD 2025 HOME Investment

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

Attachment: HOME_Agreement_9.9.25-Amherst Town (RES-2025-796 : Authorize the Supervisor to Sign the HUD 2025 HOME Investment

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,

5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

Attachment: HOME_Agreement_9.9.25-Amherst Town (RES-2025-796 : Authorize the Supervisor to Sign the HUD 2025 HOME Investment

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.239, HOME Investment Partnerships Program

1. For the purposes of this Agreement and any applicable addenda, the term "recipient" shall have the meaning of "grantee", "participating jurisdiction" as defined in 24 C.F.R. 92.2., or "insular area" as defined in 24 C.F.R. 92.2.

2. *Community Housing Development Organizations (CHDOs)*. When 42 U.S.C. 12771(b) is suspended by a given year's appropriations, the Secretary shall not deduct funds set aside for CHDOs from the Recipient's HOME Investment Trust Fund for failure to reserve those funds for projects owned, developed, or sponsored by CHDOs within 24 months after the last day of the month in which HUD notifies the Recipient of HUD's execution of this Agreement.

3. *Commitment*. When 42 U.S.C. 12749(g) is suspended by a given year's appropriations, the Recipient's ability to commit funds provided through this Agreement will not expire 24 months after the last day of the month in which such funds are deposited in the jurisdiction's HOME Investment Trust Fund.

4. *Deobligations*. To the extent authorized by HUD regulations at 24 C.F.R. Part 92, HUD may, by its execution of an amendment to this Agreement, deobligate funds previously awarded to the Recipient without the Recipient's execution of the amendment or other consent.

5. *State Environmental Review*. If a Recipient is a State, as defined in 24 C.F.R. 92.2, and the Recipient provides HOME funds to a "State recipient", as that term is defined in 24 CFR 92.2, then the Recipient must require that the "State recipient" shall assume responsibility for the environmental review in accordance with 24 CFR 92.352 in the written agreement entered into pursuant to 24 CFR 92.504. Notwithstanding the foregoing, as per 24 CFR 92.504(c)(1)(vi), the "State recipient" shall not assume the Recipient's responsibilities for release of funds under 24 CFR 92.352.

6. *Reallocations*. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent.

7. *Repayments*. The Recipient agrees that funds invested in affordable housing under 24 C.F.R. Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 C.F.R. Part 92.

8. *Cost Sharing*. This award is subject to match provisions in 24 C.F.R. 92.64(a)(1) and 24 C.F.R. 92.218-222, as applicable. The amount of match that a recipient may be required to provide in a year is not based upon the amount of the recipient's award. Under 24 C.F.R. 92.218, the amount of match that a recipient may be required to provide is determined by the type of eligible costs incurred by the recipient and the amount of funds drawn from the HOME Investment Trust Fund Treasury Account in that year. Since these factors are fact-sensitive, the amount of match is not included in either Box 15 or Box 16 of this Agreement.

Attachment: HOME_Agreement_9.9.25-Amherst Town (RES-2025-796 : Authorize the Supervisor to Sign the HUD 2025 HOME Investment

9. *Funding Information*:

Source of Funds	Appropriation Code	PAS Code	Amount
2023	*86 3/6 0205*	*HMF (M)*	$4,166.51
2024	*86 4/7 0205*	*HMF (N)*	$3,127.17
2025	*86 5/8 0205*	*HMF (P)*	*$831,306.17*

Attachment: HOME_Agreement_9.9.25-Amherst Town (RES-2025-796 : Authorize the Supervisor to Sign the HUD 2025 HOME Investment

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

Attachment: HOME_Agreement_9.9.25-Amherst Town (RES-2025-796 : Authorize the Supervisor to Sign the HUD 2025 HOME Investment

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30885 **RESOLUTION 2025-797** **WITHDRAWN**

Town Wide Piggybacking Contract Approval through PEPPM TD Synnex Corporation (CRS #5807)

TOWN BOARD AGENDA ITEM : SEPTEMBER 15, 2025

TO: **Town Board**

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

RE: **Town Wide Piggybacking Contract Approval through PEPPM TD Synnex Corporation (CRS #5807)**

Kindly adopt a resolution authorizing the Supervisor to execute a town wide piggyback agreement between the Town of Amherst and TD Synnex Corporation with regard to the above-entitled matter. Approval of this agreement is pending the successful completion of the Contract Routing Process.

Thank you.

SPC: msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: September 15, 2025)**

FINANCIAL IMPACT:

Town Wide

Various Accounts: Amount TBD

RESULT: **WITHDRAWN**

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 30888 **RESOLUTION 2025-798** **ADOPTED**

Travel Authorization

We respectfully request Town Boards approval for the Supervisor to sign the Travel authorization for a staff person to attend a conference out of state. No fees will be paid out of the Town's budget.

9/15/2025
Consent

FINANCIAL IMPACT:

$0.00

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

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

[ ] Travel in New York State and under $750 - Department Head Approval

REVISED 05/08/2023

[ ] Travel in New York State $750 and over - Department Head Approval and Town Board Approval

[X] Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
John Jones		**Senior Ctr**	**(716) 636-3050**

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
10/12/2025	**10/16/2025**	**Anaheim, CA**	**International Council on Active Aging 2025 Conference and Expo**

Expenses	**Estimated**	**Budget A/C #**	**Actual**
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	**$0.00**		
Lodging:			
4 3 @ 259 **$0.00**			
Meals:			
3 IRS Per Diem Per Day **$0.00**	**$0.00**		
2 1st & Last Day of Travel @ 75%	**$0.00**		
0 # Breakfasts @ **$0.00**	**$0.00**		
0 # Lunches @ **$0.00**	**$0.00**		
0 # Dinners @ **$0.00**	**$0.00**		
0 # Incidentals @ **$0.00**	**$0.00**		
Registration/Conference Fee			
Other			
Subtotal			N/A
Contingency - 10% of subtotal or $200			N/A
TOTAL	**$0.00**		

Request Approved By:

Melissa Abel
Department Head Signature

September 10, 2025
Date

Town Board :

Date of Town Board Approval

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:
Melissa Abel

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Copy of Travel Form J Jones (RES-2025-798 : Travel Authorization)

13.R.1.c



October 13-15, 2025

- Home
- About
  - Why attend
  - Who should attend
  - Future dates
  - Tips to maximize your ROI
  - Code of conduct
  - FAQs
  - Contact us
  - Membership
- agenda
- Education
  - Sessions
  - General session
  - Preconference workshops
  - Speakers
  - Tracks
  - CEUs
  - 2025 Brochure
- expo
  - Exhibitors list
  - Become an exhibitor
  - Exhibitor portal
- Shuttle
- Hotel
- 866.335.9777 info@icaa.cc
  Register





Agenda at a glance

Sunday, October 12

3:00 p.m.–6:00 p.m.
Registration
8:00 a.m.–4:30 p.m.
Preconference
6:30 p.m.–7:00 p.m.
ICAA Conference prelude
Preconference details to come.

Monday, October 13

6:30 a.m.–3:30 p.m.
Registration

Attachment: __ ICAA CONFERENCE, SUMMIT & EXPO __ Registration (RES-2025-798 : Travel Authorization)

7:00 a.m.–8:00 a.m.
Education session
8:15 a.m.–9:15 a.m.
Education sessions
9:30 a.m.–10:30 a.m.
General Session
10:45 a.m.–11:45 a.m.
Education sessions
12:00 p.m.–1:00 p.m.
Lunch & Learn - Blue
12:00 p.m.–4:15 p.m.
Expo
1:20 p.m.–2:20 p.m.
Lunch & Learn - Green
4:00 p.m.–5:00 p.m.
Education sessions
5:05 p.m.–5:30 p.m.
Class of 2025 Photo

Tuesday, October 14

6:30 a.m.–10:00 a.m.
Registration
7:00 a.m.–8:00 a.m.
Education sessions
8:15 a.m.–9:15 a.m.
Education sessions
9:30 a.m.–10:30 a.m.
Education sessions
10:45 a.m.–11:45 a.m.
Education sessions
12:00 p.m.–1:00 p.m.
Lunch & Learn - Green
12:00 p.m.–3:45 p.m.
Expo
1:20 p.m.–2:20 p.m.
Lunch & Learn - Blue
4:00 p.m.–5:00 p.m.
Education sessions
5:15 p.m.–5:45 p.m.
Regenerate and restore

Wednesday, October 15

7:00 a.m.–8:00 a.m.
Education sessions
8:15 a.m.–9:15 a.m.
Education sessions
9:30 a.m.–10:30 a.m.
Education sessions
10:35 a.m.–11:15 a.m.
That’s a Wrap! closing gathering

Attachment: __ ICAA CONFERENCE, SUMMIT & EXPO __ Registration (RES-2025-798 : Travel Authorization)

Subject to change.

"This is a great conference to meet like-minded individuals who care about wellness and improving senior care and get inspired!"
Liz Sauve
Director of Marketing, Welbi

Conference partners



About
- Why attend
- Who should attend
- Future dates
- Tips to maximize your ROI
- Code of conduct
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- CEUs
- 2025 Brochure

Expo
- Exhibitors list
- Become an exhibitor
- Exhibitor portal

Shuttle
Hotel

Register now
Contact us

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Attachment: __ ICAA CONFERENCE, SUMMIT & EXPO __ Registration (RES-2025-798 : Travel Authorization)



October 13-15, 2025

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- expo
  - Exhibitors list
  - Become an exhibitor
  - Exhibitor portal
- Shuttle
- Hotel
- 866.335.9777 info@icaa.cc
  Register





Registration

Four ways to register

Online: Click here to register
Phone: 604-734-4466 or 866-335-9777 (Toll-free in North America)
Fax: Conference and Expo 2025 (click here) registration form and fax completed form(s) to 604-708-4464. Your payment options are to call us with your credit card information, or to pay by check.

ICAA Conference and Expo 2025 rates

ATTENDEE REGISTRATION FEES

ICAA Members	On or before June 9	On or before August 18	After August 18
1st registration	$415.00	$535.00	$635.00

Attachment: __ ICAA CONFERENCE, SUMMIT & EXPO __ (RES-2025-798 : Travel Authorization)

2nd and 3rd registration	$365.00 each	$485.00 each	$575.00 each
4th or more registration	$275.00 each	$315.00 each	$395.00 each

Nonmembers	**On or before June 9**	**On or before August 18**	**After August 18**
1st registration	$485.00	$565.00	$655.00
2nd and 3rd registration	$435.00 each	$515.00 each	$595.00 each
4th or more registration	$315.00 each	$335.00 each	$425.00 each

INDUSTRY SUPPLIER REGISTRATION FEES

Supplier registration	**On or before June 9**	**On or before August 18**	**After August 18**
Per person	$799.00	$899.00	$999.00

Note: All registration fees are in US dollars

All-access passes to the ICAA Conference and Expo include:

- General session
- Educational seminars
- Online handouts
- Entry to the expo
- Lunch and Learn

Additional fees are required for continuing education unit registration ($100 if enrolled by September 29 or $125 after) and preconference sessions.

Group discount: To qualify for this discount, you must all register at the same time and pay with one check or credit card. You can add an attendee to your registered group by calling ICAA at 866-335-9777 or 604-734-4466.

Dress code: Conference dress is casual. For your comfort, bring walking shoes and a sweater or jacket. Meeting rooms are air-conditioned.

Waivers: To attend the ICAA Conference and Expo, you must complete waivers for liability, privacy and communication, and for use of your image (voice, photo, video, etc.) in promotional and educational materials. These waivers are included as part of the registration form.

Register today!
Note: To pay by check after September 18, 2025, indicate this payment method on your registration form and then fax a copy of the check to 604-708-4464 or email to info@icaa.cc. Payment must be received before or at the event for your registration to remain valid.

Cancellation and substitution policies:
To cancel your registration and request a refund, you must submit a written request to info@icaa.cc. A per-person administrative fee will apply on refunds.

Date of receipt	
Before July 30, 2025	Full refund, less $150 administrative fee, per person/cancellation
July 30–August 18, 2025	50% refund, less $100 administrative fee, per person/cancellation
After August 18, 2025	No cancellations accepted

When submitted in writing, post-deadline cancellations may be considered where there are extenuating circumstances. Refunds will be processed to the original payer (credit card refunds: 4–6 weeks after initial request; check refunds: 4–6 weeks after the event). No cancellations are permitted after August 18, 2025, but you may transfer your registration to another attendee or to the following year, at no additional charge. A substitution

Attachment: __ ICAA CONFERENCE, SUMMIT & EXPO __ (RES-2025-798 : Travel Authorization)

to registration must be made in writing to info@icaa.cc. If you have not heard anything from us within two weeks, please contact us toll-free at 866-335-9777.

Conference partners



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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30871 **RESOLUTION 2025-799** **ADOPTED**

WPCF – Replacement of Intercom and Camera Server with Additional Work and Equipment Digital Surveillance Solutions, Inc. CRS - 5294

The WPCF is requesting Town Board approval for the attached quotes # DSSQ5969, DSSQ5631, and DSSQ5980-01 totaling $17,169.53. These quotes will allow the WPCF to replace the front gate intercom, replace the camera server in Process Control and the network switch in Structure 39, recalibrate the radars, repair a camera in Building 1, as well as purchase an additional camera. This agreement will be valid from date of execution by the Town of Amherst through December 31, 2025.

Funds for this request are available in G9916-2600.

Thank you for considering this request.

9/15/2025
Consent

FINANCIAL IMPACT:

G9916-2600

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

AGREEMENT

Let this document stand as an Agreement between Digital Surveillance Solutions, Inc. (DSS) and the Town of Amherst permitting the Town of Amherst to procure the services and equipment listed on quotes # DSSQ5969, DSSQ5631 and DSSQ5980-01, totaling $17,169.53. These quotes will allow the Town of Amherst WWTP to replace the front gate intercom, replace the camera server in Process Control and the network switch in Structure 39, recalibrate the radars, and repair the Building 1 camera as well as purchase an additional camera. This agreement will be from date of contract execution by the Town of Amherst until December 31, 2025.

Agreed to and Accepted by:

DIGITAL SURVEILLANCE SOLUTIONS, INC. (DSS)

By: Jessica Pitarresi
Signature

Jessica Pitarresi
Printed name

Account Manager
Title

Date: 06/27/2025

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DOC090825-090820251215119 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

digital surveillance solutions

Service Ticket 56247 - Intercom Replacement

Prepared For:
Gregory Struzik
Amherst Wastewater Treatment Fac
455 Tonawanda Creek Rd
Amherst, NY 14228
United States
gstruzik@amherst.ny.us

Prepared By:
Jessica Pitarresi
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
jessica.pitarresi@tariangroup.com
716-931-4003

Quote #	Sales Rep	Payment Terms	State Contract
DSSQ5631	Jessica Pitarresi	30	PT68787

Item Number	Description		QTY	Unit Price	Total Price
02408-001	Axis	AXIS I8116-E White	1	$845.06	$845.06
Labor					
CCTV/Surveillance Camera System	DSS Labor	Initial troubleshooting and intercom installation. Prevailing wage.	3.25	$140.00	$455.00
Electrical Installer Onsite	DSS Labor	Install Face Plate and new intercom. Prevailing wage.	1	$140.00	$140.00
Offsite Integration/Maintenance	DSS Labor	Configure new intercom. Add to Exacq.	1	$130.00	$130.00
Not on State Contract					
VK-260623	Viking	Custom Blank Faceplate For VE-5x10 and VE-5x10-PNL Series, Aluminum	1	$52.31	$52.31

SUBTOTAL	$1,622.37
SALES TAX	$0.00
Optional Item Total	$0.00
TOTAL	$1,622.37

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

To accept this proposal, sign here and return: _____ _____

Signature Date

Attachment: DOC090825-090820251215119 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

dss
digital surveillance solutions

Camera Replacement Options - Building 1

Prepared For:
Jerome Suszynski
Amherst Wastewater Treatment Fac
455 Tonawanda Creek Rd
Amherst, NY 14228
United States
jsuszynski@amherst.ny.us

Prepared By:
Jessica Pitarresi
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
jessica.pitarresi@tariangroup.com
716-931-4003

Quote #	Sales Rep	Payment Terms	Due Date
DSSQ5969	Jessica Pitarresi	30	7/12/2025

Option 1 - Repair camera - Case: 02245807

Item Number	Description		QTY	Unit Price	Total Price
Camera Repair	Axis	Out-of-warranty Repair RMA	1	$1,850.00	$1,850.00
Offsite Integration/Maintenance	DSS Labor	RMA processing. Configure camera. Add to Exacq.	1.5	$130.00	$195.00
		SubTotal			$2,045.00

Option 2 - Replace camera

02317-004	Axis	AXIS Q6225-LE 60Hz	1	$3,477.06	$3,477.06
Offsite Integration/Maintenance	DSS Labor	Configure camera. Add to Exacq.	1	$130.00	$130.00
		SubTotal			$3,607.06

SUBTOTAL	$5,652.0
SALES TAX	$0.0
Optional Item Total	$0.0
TOTAL	$5,652.0

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

To accept this proposal, sign here and return: _____ _____

Signature Date

Attachment: DOC090825-090820251215 19 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

digital surveillance solutions

Jerome Suszynski
Asst WWTP Super - Maint
Amherst Wastewater Treatment Fac
455 Tonawanda Creek Rd
Amherst, NY 14228

3/10/2025

Dear Jerome Suszynski,

Digital Surveillance Solutions, Inc. (DSS) is pleased to present this proposal. Please find the following scope of work.

Scope of work:

-Replace switch inside structure 38.
-Re-Calibrate radars on 18.2, 22.1, 22 & 38.
-Upgrade Exacq server to allow for additional camera coverage in future project. Transfer existing server license to a new MAC address. Requires a current SSA at time of transfer.

Exacq Licensing for WW:
MAC Address: B0-6E-BF-CE-A8-34
Current server serial number: ER1802020438

Exclusions/Out of Scope:

-Amherst Waste Water to provide any necessary conduit.
-DSS assumes cabling being re-used is in proper working order. If not in working order, a change order will be required to replace.
-Network connectivity.

Assumptions:

1. All conduit pathways, cable pathways and critical points of access must be provided and accessible at time of work.
2. All work shall be performed Monday-Friday during normal business hours (7:00am to 5:00pm).
3. Parking on site shall be provided by client at no cost.

Attachment: DOC090825-090820251215119 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

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4. Amherst Wastewater Treatment Fac will provide free and clear access to all working areas.
5. A point of contact (POC) and site access to necessary areas must be provided prior to arrival to the jobsite. This includes all areas to be under surveillance, data center(s), wiring closets and mechanical rooms and any other areas that could impact the deployment of the Video Surveillance System. The POC will be the person to whom all DSS communication will be addressed and who has the authority to act for Amherst Wastewater Treatment Fac in all aspects of the project. POC responsibilities includes:

    a. Serve as the interface between Digital Surveillance Solutions, Inc. and Amherst Wastewater Treatment Fac
    b. Identify, schedule and confirm availability of support staff and management for onsite meetings (if necessary) and training.
    c. Schedule meeting/training rooms as necessary.
    d. Work with Digital Surveillance Solutions to administer any project change orders.
    e. Obtain and provide information, data, decisions and approvals, within 1 working day of Digital Surveillance Solutions' request, unless both parties agree to an extended response time.
    f. Resolve deviations from project plans that may be caused by Amherst Wastewater Treatment Fac
    g. Help resolve project issues, and escalate issues within Amherst Wastewater Treatment Fac.

6. Any down time resulting from the lack of access or if customer scope of work not completed will not be the responsibility of Digital Surveillance Solutions and is billable at current hourly labor & travel rates.
7. Any hardware not included in DSS scope of work is to be functional and complete. If any hardware is non-functional or not complete, a change order will be required to add additional hardware of this scope. If change order is not provided to DSS in a timely manner, additional hours will be billed at current hourly labor & travel rates.
8. Installation will conform to all State, County and local codes.
9. All electrical supply to be provided by Amherst Wastewater Treatment Fac.
10. Environmental conditions required by hardware manufacturers will be maintained by Amherst Wastewater Treatment Fac for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Amherst Wastewater Treatment Fac.
11. Amherst Wastewater Treatment Fac to collaborate with DSS on the creation of the business rules that govern the utilization of the video surveillance system.

Terms:

Attachment: DOC090825-090820251215l9 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

digital surveillance solutions

1. Amherst Wastewater Treatment Fac to provide an adequate path for loading equipment and materials into the facility. This includes, but not limited to, a loading dock, ramp, freight elevator, etc. Additionally, a secure location will be provided by Amherst Wastewater Treatment Fac or General Contractor to store material and equipment on site during the installation process.
2. Upon delivery to customer site, Amherst Wastewater Treatment Fac assumes responsibility for the safeguard and condition of all delivered materials.
3. Any damage or loss to Digital Surveillance Solutions installation by others will be billed to client. DSS will not make any corrections to damage until written approval has been provided to DSS by Amherst Wastewater Treatment Fac with signature of authorized party. If authorization is not given to DSS in a timely manner, DSS will not be held responsible for any delays.
4. Amherst Wastewater Treatment Fac is responsible for removal of old product, which may include but not limited to, cameras, cabling, recording equipment i.e. DVRs, servers, etc.

Warranty:

1. Digital Surveillance Solutions provides a sixty (60) day warranty on labor.
2. Warranty will begin upon completion of DSS scope items. Warranty will not be delayed due to system dependencies not in scope for DSS. Multi phased projects will have warranties that commence at completion of each phase.
3. Equipment warranty is established by the manufacturers unless specified otherwise in the scope of work.
4. Should any defects develop during the warranty period due to workmanship or equipment failure, Digital Surveillance Solutions shall repair to original working order at no expense to client.

Warranty exclusions:

1. Customer furnished equipment, cables, or connectors.
2. Modification of system by others without the written consent and approval by Digital Surveillance Solutions. Modification(s) of the system by any vendor without written consent of Digital Surveillance Solutions will render the warranty null and void. Repairs and replacements will be subject to Time & Materials at Digital Surveillance Solutions current labor rates at the time of repairs.
3. System abuse or misuse.
4. Floods, fires, earthquakes, lightning strikes, or other events beyond the control of Digital Surveillance Solutions.
5. Environmental conditions required by hardware manufacturers will be maintained by Amherst Wastewater Treatment Fac for the term of the system warranty. If environmental conditions required by manufacture are not

Attachment: DOC090825-090820251215l9 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

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maintained, repairing damage to equipment will be at the expense of the Amherst Wastewater Treatment Fac.

I appreciate the opportunity to submit this proposal. If you have any questions, comments, or require further details, feel free to contact me.

Best Regards,

Jessica Pitarresi
Digital Surveillance Solutions
485 Cayuga Road
Buffalo, NY 14225

Attachment: DOC090825-090820251215l9 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

digital surveillance solutions

Repairs and Additions

Prepared For:
Jerome Suszynski
Amherst Wastewater Treatment Fac
455 Tonawanda Creek Rd
Amherst, NY 14228
United States
jsuszynski@amherst.ny.us

Prepared By:
Jessica Pitarresi
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
jessica.pitarresi@tariangroup.com
716-931-4003

Quote #	Sales Rep	Payment Terms	State Contract
DSSQ5980-01	Jessica Pitarresi	30	PT68787

Item Number	Description		QTY	Unit Price	Total Price
Replacement Switch					
ES-8-150W	Ubiquiti	EdgeSwitch 8 Port, 150 W	1	$198.90	$198.90
Replacement Server					
IP08-12T-1QL-E	Exacq	IP Desktop Q-Series exacqVision NVR with 8 IP Enterprise licenses (32 max), 12TB Internal storage. Linux Ubuntu 22.04 LTS OS on SSD, 8GB RAM, Dual 2.5GbE on-board, 4 x USB, 1 x HDMI, 2 x DP, 1 x VGA. Includes mouse and keyboard. Pre-installed exacqVision VMS software with 5 year SSA and 5 year RMA hardware warranty.	1	$3,904.50	$3,904.50
EVIP-TRANSFER	Exacq	Transfer a server license to a new MAC address. Requires a current SSA at time of transfer.	1	$180.50	$180.50
SSA-ENT-C	Exacq	ENTERPRISE software update to the current exacqVision version, per server.	1	$522.50	$522.50
SSA-EVENIP-01	Exacq	ENTERPRISE software updates per IP camera, per year.	32	$50.35	$1,611.20
Labor					
Physical AC SystemTech	DSS Labor	Install new Exacq server. Replace switch inside structure 38. Test cameras connected to new switch. Re-Calibrate radars on building 18.2, 21.1, 22 and 38. Prevailing wage.	18	$140.00	$2,520.00
Offsite Integration/Maintenance	DSS Labor	Configure new server and switch.	4	$130.00	$520.00

Attachment: DOC090825-090820251215119 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

Item Number	Description		QTY	Unit Price	Total
Project/Program Manager	DSS Labor	Oversees all onsite work.	2.5	$175.00	$437.50

SUBTOTAL	$9,895.10
SALES TAX	$0.00
Optional Item Total	$0.00
TOTAL	$9,895.10

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

To accept this proposal, sign here and return: _____ _____

Signature Date

Attachment: DOC090825-090820251215 19 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

Attachment: DOC090825-090820251215 19 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

Addendum to Contract Major Exposure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(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: DOC090825-090820251215119 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

Digital Surveillance solutions LLC
Print Name of Company

By: Jessica Pitarresi
Signature

Jessica Pitarresi
Printed name

Date: 06/27/2025

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 10-31-22

Attachment: DOC090825-090820251215119 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

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: Digital Surveillance Solutions, LLC

Signature: Jessica Pitarresi

Print Name: Jessica Pitarresi

Title: Account Manager

Date: 06/27/2025

Revised 8.2023

Attachment: DOC090825-090820251215 19 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

CERTIFICATE OF LIABILITY INSURANCE

DATE (10/1/2025) 11/1/2024

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

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

PRODUCER Lockton Companies, LLC Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	**CONTACT NAME:** **PHONE (A/C, No. Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1515454 Digital Surveillance Solutions, LLC 485 Cayuga Road Buffalo NY 14225	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Fire Insurance Company — 1968 **INSURER B :** Twin City Fire Insurance Company — 294[illegible] **INSURER C :** Hartford Accident and Indemnity Company — 223[illegible] **INSURER D :** Sentinel Insurance Company, Ltd. — 110[illegible] **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21183603 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	N	84CSE S54013 (AOS)	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 2,000,000
A	CLAIMS-MADE [X] OCCUR			84CSE S54014 (CA)	10/1/2024	10/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X See Below						MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	N	N	84CSE S54016	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	UMBRELLA LIAB [X] OCCUR	N	N	84 XS ON2136	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [ ] RETENTION $							$ XXXXXXX
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	N	84WN S54011 (AOS) 84WBR S54012 (MA,WI)	10/1/2024 10/1/2024	10/1/2025 10/1/2025	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory In NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

General Liability policy includes Security Services Errors and Omissions coverage at policy limits shown above. Town of Amherst is included as additional insured on a primary and non-contributory basis where required by written contract with respect to General Liability per the terms and conditions of the policy. Umbrella Liability follows form over General Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

21183603
Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: DOC090825-090820251215l9 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 200886315

KEEVILY SPERO-WHITELAW INC
500 MAMARONECK AVE
HARRISON NY 10528

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
DIGITAL SURVEILLANCE SOLUTIONS, INC. 485 CAYUGA RD BUFFALO NY 14225	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B 2354 271-5	156224	11/01/2024 TO 11/01/2025	10/03/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2354 271-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

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

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 480103717

0000000000132991139

Attachment: DOC090825-090820251215 19 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

NEW YORK STATE | Workers' Compensation Board

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

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

1a. Legal Name & Address of Insured (use street address only)
DIGITAL SURVEILLANCE SOLUTIONS, INC.
485 CAYUGA RD
BUFFALO, NY 14225

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

1b. Business Telephone Number of Insured
716-597-0369

1c. Federal Employer Identification Number of Insured or Social Security Number
20-0886315

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Buffalo, NY 14221

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
34078-01

3c. Policy Effective Period
5/1/2008 to 8/22/2025

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

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

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

Date Signed 8/23/2024 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: DOC090825-090820251215119 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

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: DOC090825-090820251215119 (RES-2025-799 : WPCF – Replacement of Intercom and Camera Server with Additional Work and

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30887 **RESOLUTION 2025-800** **ADOPTED**

Telemetry at Tonawanda Creek & Ellicott Creek – Joint Funding Agreement U.S. Geological Survey CRS - 5808

The Engineering Department is requesting Town Board approval and permission for the Supervisor to sign the above referenced Joint Funding Agreement. This agreement is for the operation and maintenance of the gaging stations with telemetry at Ellicott Creek below Williamsville (04218518) and Tonawanda Creek Rapids (04218000). The term of this agreement is October 1, 2025 to September 30, 2026. The gaging stations are used by the Town for flood studies, and also to forecast the possibility of impending flooding. The water level monitors located in Ellicott Creek and Tonawanda Creek are extremely beneficial and necessary for our town's flood monitoring. The Town of Amherst's share for the upcoming term will be $18,666.00 and the Town of Clarence's will be $792.00. U.S. Geological Survey contributions for this agreement are $3,713.00 for a combined total of $23,171.00.

Funds are available in Account H-8000-4110.

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

Thank you for considering our request.

9/15/2025
Consent

FINANCIAL IMPACT:

H-8000-4110

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

TOWN OF AMHERST
ENGINEERING DEPARTMENT
ERIE COUNTY – NEW YORK
JEFFREY S. BURROUGHS, P.E., TOWN ENGINEER

September 3, 2025

Town of Clarence
6221 Goodrich Road
Clarence, NY 14032
Attn: Timothy Lavocat, P.E., Town Engineer

RE: JOINT FUNDING AGREEMENT – U.S. GEOLOGICAL SURVEY
TELEMETRY AT THE TONAWANDA CREEK RAPIDS METERING STATION –
AGREEMENT TERM: OCTOBER 1, 2025 TO SEPTEMBER 30, 2026

Dear Mr. Lavocat:

Enclosed is a copy of the Joint Funding Agreement between the USGS and the Town of Amherst for the operation and maintenance of the gaging stations with telemetry at the Tonawanda Creek Rapids (04218000) and at Ellicott Creek below Williamsville, NY (04218518).

The total Joint Funding Agreement fee for the term of October 1, 2025 to September 30, 2026 is $23,171.00. U.S. Geological Survey contributions for this agreement are $3,713.00. The Town of Amherst's share will be $18,666.00. The Town of Clarence's share for the metering of the Tonawanda Creek Rapids Metering Station will be $792.00.

If you agree to participate in this agreement, may you please provide the Town of Amherst with approval of a resolution allocating $792.00 for the Town of Clarence's share? Upon approval, we will forward you a copy of the executed agreement.

Sincerely,

Jeffrey S. Burroughs, P.E.
Town Engineer

Attachments
JSB/cr
Cc: Brian Kulpa, Supervisor
Daryl Bramer, Comptroller
Steven Floss, Highway Superintendent
Brandon Peters, Director of Emergency Services

Attachment: DOC091025-09102025104446 (RES-2025-800 : Telemetry at Tonawanda Creek & Ellicott Creek – Joint Funding Agreement)

ENGINEERING OFFICE – SEWER MAINTENANCE
1100 N. FOREST ROAD
WILLIAMSVILLE, N.Y. 14221
(716) 631-7154 FAX: (716) 631-7222

WASTEWATER TREATMENT FACILITY – ENVIRONMENTAL CONTROL
455 TONAWANDA CREEK ROAD
AMHERST, N.Y. 14228
(716) 691-9771 FAX: (716) 691-4496

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
New York Water Science Center
425 Jordan Rd
Troy, NY 12180

August 18, 2025

Mr. Jeffrey Burroughs
Town Engineer
Town of Amherst
1100 North Forest Road
Williamsville, NY 14221

Dear Mr. Burroughs:

Enclosed is our standard joint-funding agreement 26LKJFA24570006 between the U.S. Geological Survey New York Water Science Center and Town of Amherst for negotiated deliverables (see attached), during the period October 1, 2025 through September 30, 2026 in the amount of $19,458 from your agency. U.S. Geological Survey contributions for this agreement are $3,713 for a combined total of $23,171. Please sign and return one fully-executed original to Tracy Bristol at tbristol@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Guy Foster at (518) 918-4300 Ext 679 or email gfoster@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Tracy Bristol at phone number (518) 285-5600 Ext 626 or tbristol@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Gary R Wall
Acting Director

Enclosure
26LKJFA24570006

Attachment: DOC091025-09102025104446 (RES-2025-800 : Telemetry at Tonawanda Creek & Ellicott Creek – Joint Funding Agreement)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000393
Agreement #: 26LKJFA24570006
Project #: LK00GPU
TIN #: 16-6002157

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, New York Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Town of Amherst party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $3,713 by the party of the first part during the period October 1, 2025 to September 30, 2026

(b) $19,458 by the party of the second part during the period October 1, 2025 to September 30, 2026

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Attachment: DOC091025-09102025104446 (RES-2025-800 : Telemetry at Tonawanda Creek & Ellicott Creek – Joint Funding Agreement)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000393
Agreement #: 26LKJFA24570006
Project #: LK00GPU
TIN #: 16-6002157

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Guy Foster
NY Observing Systems, Chief (Supv Hydrologist)
Address: District Office - Troy 425 Jordan Road
Troy, NY 12180
Telephone: (518) 918-4300 Ext 679
Fax: (518) 285-5601
Email: gfoster@usgs.gov

Customer Technical Point of Contact

Name: Jeffrey Burroughs
Town Engineer
Address: 1100 North Forest Road
Williamsville, NY 14221
Telephone: (716) 631-7154
Fax: (716) 631-7222
Email: jburroughs@amherst.ny.us

USGS Billing Point of Contact

Name: Tracy Bristol
Administrative Officer
Address: District Office - Troy 425 Jordan Road
Troy, NY 12180
Telephone: (518) 285-5600 Ext 626
Fax: (518) 285-5601
Email: tbristol@usgs.gov

Customer Billing Point of Contact

Name: Jeffrey Burroughs
Town Engineer
Address: 1100 North Forest Road
Williamsville, NY 14221
Telephone: (716) 631-7154
Fax: (716) 631-7222
Email: jburroughs@amherst.ny.us

U.S. Geological Survey
United States
Department of Interior

Signature

By _____ Date: 8/18/2025
Name: Gary R Wall
Title: Acting Director

Town of Amherst

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Attachment: DOC091025-09102025104446 (RES-2025-800 : Telemetry at Tonawanda Creek & Ellicott Creek – Joint Funding Agreement)

Cooperator Cost Summary

Report generated: 8/15/2025 1:37:22 PM

for the period: 10/1/2025 to 9/30/2026

Town of Amherst (NY081)

04218000 ***TONAWANDA CREEK AT RAPIDS NY***

Element	FY	Qty.	Wgt.	Months	Coop	USGS
PHNDP	2026	--	--	12	$792	$157
				Station Cost Share	**$792**	**$157**
					Station Total	**$949**

04218518 ***ELLICOTT CREEK BELOW WILLIAMSVILLE NY***

Element	FY	Qty.	Wgt.	Months	Coop	USGS
QCONT	2026	1	1	12	$18,155	$3,453
TRAVL (Erie)	2026	1	1	12	$0	$0
POWER	2026	--	--	12	$511	$103
				Station Cost Share	**$18,666**	**$3,556**
					Station Total	**$22,222**
				Cooperator Cost Share	**$19,458**	**$3,713**
					Cooperator Total	**$23,171**

Attachment: DOC091025-09102025104446 (RES-2025-800 : Telemetry at Tonawanda Creek & Ellicott Creek – Joint Funding Agreement)

Station Number	Station Name	Funded data collection elements				
		Published, available in perpetuity		*Not published, available for 120 days*		gage utilities
		stage & discharge				
04218000	TONAWANDA CREEK AT RAPIDS NY					x
04218518	ELLICOTT CREEK BELOW WILLIAMSVILLE NY	x				x

Attachment: DOC091025-09102025104446 (RES-2025-800 : Telemetry at Tonawanda Creek & Ellicott Creek – Joint Funding Agreement)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30850 **RESOLUTION 2025-801** **ADOPTED**

Authorize Supervisor to Sign JCI Jones Chemical Inc Contract Extension - CRS #5493/5792

WHEREAS, BID #2025013 Youth & Recreation Department allows for the contract to be extended for a period of six (6) months at the same terms and conditions; and

WHEREAS, The Youth & Recreation Department is requesting approval for the extension of the contract under Resolution 2025-481 from 11/11/2025 through 05/11/2026.

This contract is subject to the Contract Routing System (CRS #5493/5792) extension and the approval of the Town Attorney.

9/15/2025
Consent

FINANCIAL IMPACT:

A7140:4350 and A7146 : 4350

Amount TBD

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

AGREEMENT EXTENSION

Let this document stand as an Agreement Extension between JCI JONES CHEMICALS, INC. and the Town of Amherst permitting the Town of Amherst to participate in the purchase of Pool Chemicals - SODIUM HYPOCHLORITE in 55 Gallon Drums.

JCI Jones Chemicals, Inc. and the Town of Amherst,
BID # 2025013, Resolution # 2025-481 AWARDED CONTRACT from 05/12/2025 through 11/11/2025 and extended to 05/11/2026 for Pool Chemicals.

Agreed to and Accepted by:

JCI JONES CHEMICALS INC

By:_____
Signature

Chris Joy
Print Name

Branch Manager
TITLE

Date: 8/26/25

Agreed to and Accepted by:

TOWN OF AMHERST

By:_____
Brian Kulpa
Supervisor

Date: _____

Attachment: DOC091025-09102025092019 (RES-2025-801 : Authorize Supervisor to Sign JCI Jones Chemical Inc Contract Extension - CRS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/15/2024

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
2850 Golf Rd
Rolling Meadows IL 60008

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: CertRequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters at Lloyd's London	15792
INSURER B : Starr Indemnity & Liability Company	38318
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED JCIJONE-06
JCI Jones Chemicals, Inc.
1765 Ringling Boulevard
Sarasota FL 34236

COVERAGES **CERTIFICATE NUMBER:** 2001277572 **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	ENVP0000380-24	11/15/2024	11/15/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	1000679592241	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	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			ENVX0000368-24	11/15/2024	11/15/2025	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			1000005594	11/15/2024	11/15/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N/A (Mandatory In NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pollution Legal Liability			ENVP0000380-24	11/15/2024	11/15/2025	Each Loss Limit Aggregate Limit Deductible:	$1,000,000 $2,000,000 $50,000

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

Aspen Specialty Insurance Company - $10M Excess $15M
EX00U8R23
Limit of Liability: $10,000,000
Effective 11/15/2024-11/15/2025
Town of Amherst is additional insured solely with respect to General Liability as evidenced herein on a primary/non-contributory basis and Auto Liability coverage as required by written contract with respect to work performed by the named insured. A Waiver of Subrogation in favor of Additional Insured is included under the General Liability and Auto Liability coverages as evidenced herein as required by written contract. Umbrella follows form.

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

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Attachment: DOC091025-09102025092019 (RES-2025-801 : Authorize Supervisor to Sign JCI Jones Chemical Inc Contract Extension - CRS

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) JCI Jones Chemicals 1765 Ringling Boulevard Sarasota FL 34236 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 585-538-2314 1c. NYS Unemployment Insurance Employer Registration Number of Insured 28-401064 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0809645
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 Starr Indemnity & Liability Company 3b. Policy Number of Entity Listed In Box "1a" 1000005594 3c. Policy effective period 11/15/2024 to 11/15/2025 3d. The Proprietor, Partners or Executive Officers are ☒ Included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

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: Jeff Devron
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 11/15/2024
(Signature) (Date)

Title: Area President

Telephone Number of authorized representative or licensed agent of insurance carrier: 630-694-5117

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 (9-15) www.wcb.ny.gov

Attachment: DOC091025-09102025092019 (RES-2025-801 : Authorize Supervisor to Sign JCI Jones Chemical Inc Contract Extension - 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)
JCI JONES CHEMICALS INC.

1765 RINGLING BLVD
SARASOTA, FL 34236

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
941-330-1537

1c. Federal Employer Identification Number of Insured or Social Security Number
160809645

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"
DBL645150

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 1/22/2025 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: DOC091025-09102025092019 (RES-2025-801 : Authorize Supervisor to Sign JCI Jones Chemical Inc Contract Extension - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30860 **RESOLUTION 2025-802** **ADOPTED**

Child Day Care Services Agreement - CRS #5782

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and Erie County Department of Social Services allowing the Town to receive reimbursement for the provision of child day care services for the 2025-2026 School year, pending successful completion of the Contract Routing System process.

9/15/2025
Consent

FINANCIAL IMPACT:

A7145 : .02070

Revenue TBD

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

CONTRACT ROUTING FORM

CRS# 5782

Townwide? Yes ☐ No ☑

Type: Under 5K ☐ General ☑ Piggyback ☐ Quotation ☐ Sole Source ☐

Requested TB Date: 9/2/25
Title: Child Day Care Services Agreement
Vendor: Erie County Department of Social Services
Number of Extensions: 0
Extension Term: N/A
Start/End Dates **YES** ☑ **NO** ☐
Contract Period: September 1, 2025 - August 31, 2026
Prevailing Wage? Article 8 ☐ Article 9 ☐ N/A ☑

ORG: A 7145
OBJECT: .02070
AMOUNT: Revenue TBD

DESCRIPTION: afterschool childcare reimbursement
COMMENT:

APPROVED AS TO CONTENT:

Mary-Diana Pouli

Mary-Diana Pouli, Executive Director

Date Approved: 8/20/25

Date Submitted to CMS:

Attachment: DOC090525-09052025080052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

County of Erie
Contract No.: DC 2802
Contract Period: 09/01/25 – 08/31/26
Comptroller's No.: 25-3593-SW
Tax ID No.: X 16-6002157

AGREEMENT

BY AND BETWEEN

THE COUNTY OF ERIE THROUGH
THE ERIE COUNTY DEPARTMENT
OF SOCIAL SERVICES

AND

TOWN OF AMHERST
YOUTH BOARD

FOR THE PURCHASE OF

Child Day Care Services

Attachment: DOC090525-090520250800052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

CONTRACT FOR PURCHASE OF CHILD DAY CARE SERVICE

This Contract (also referred to as Agreement) is made as of the date of the last signature affixed hereto, by and between the County of Erie through the Erie County Department of Social Services, hereinafter "the Department", with offices at 95 Franklin Street, Buffalo, New York 14202, and **Town of Amherst Youth Board** hereinafter "the Contractor" with offices located at **4255 Harlem Road Amherst, NY 14226, 5005 Sheridan Drive Williamsville, NY 14221, 730 Hopkins Road Williamsville, NY 14221 and 220 Northpointe Parkway Amherst, NY 14228.**

WITNESSETH:

WHEREAS, the Department is authorized pursuant to section 410 of the Social Services Law of the State of New York to provide subsidized Child Day Care Services at public expense for eligible children pursuant to criteria established by the New York State Office of Children and Family Services, hereinafter "NYSOCFS" and

WHEREAS, the Contractor herein is authorized to provide Child Day Care Services pursuant to a registration issued by the NYSOCFS; and

WHEREAS, the Department believes in the importance of education and early intervention in the early development of its youngest residents. The contract is encouraged to make every effort possible to provide developmental screenings and quality educational opportunities for the children in their care. The Department also recommends the Contractor to take advantage of available resources in an effort to prepare the child for their formal educational experiences; and

WHEREAS, it is both administratively and economically feasible for the Department to contract for these services, and

NOW, THEREFORE, the parties hereto do covenant and agree as follows:

Attachment: DOC090525-090520250800052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

1. **ACCOUNTABILITY**

The Contractor shall be fully accountable for its performance hereunder and agrees for itself, its officers and its employees to answer under oath all questions relevant to the performance thereof and to any transaction, act or omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Contract or its performance.

2. **AMENDMENT**

This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

3. **ASSIGNMENT**

The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this

Attachment: DOC090525-090520250800052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

Agreement, all Services performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

4. **BACKGROUND CHECKS**

The Contractor shall comply with all requirements of the New York State Office of Children and Family Services (OCFS) relative to the new comprehensive background checks, as required by the Child Care and Development Block Grant Act (CCDBG) and New York Social Services Law, effective September 25, 2019.

Said compliance includes timely completion and submission of the OCFS-6000 packet, and any additional forms described therein as required for your day care center. Background check will include fingerprinting of all owners, operators, employees, teachers and volunteers in your day care center. Once individuals complete the screening required under CCDBG and they are approved for their roles, the approval is valid for up to five (5) years unless they cease work in any program for more than 180 days, or a new issue emerges in their background check.

For questions regarding the OCFS required background checks, or instructions for completing same, please contact your OCFS Licensor. Additional information can also be found at https://ocfs.ny.gov/programs/childcare/ccdbg/.

5. **CONFIDENTIALITY**

The Contractor represents and agrees to safeguard the confidentiality of all information utilized by or in the possession of the Contractor under this Contract where such information is subject to Federal and State confidentiality statutes and regulations. Any breach of confidentiality by the Contractor, its agents or representatives pursuant to said statutes or regulations shall be cause for immediate termination of this Contract.

Attachment: DOC090525-090520250800052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

6. **CONTRACTOR RESPONSIBILITIES**

a. The Contractor undertakes and agrees to furnish Child Day Care Services to the Department in accordance with the terms of its State-issued registration and in compliance with all pertinent statutes, regulations and standards thereto.

b. The Contractor shall complete and retain for a period of six (6) years, in an accessible, chronologically organized and legible manner, signed Child Day Care agreements covering each child enrolled for Child Day Care Services. These agreements shall include the following:

i. Child Day Care rate;

ii. Method of payment;

iii. List of services to be provided;

iv. Full or part-time care.

Records of daily Child Day Care attendance and transportation service for these same children are also subject to this requirement.

c. **Contractor shall participate in the NYS Child Care Time and Attendance (CCTA) automated attendance module upon implementation of the system in March 2011 and thereafter. The automated attendance module of CCTA is a web-based system and requires the contractor to have access to a personal computer (PC) with internet capacity. The contractor shall provide educational activities for the children in care and participate in professional development as outlined in the OCFS regulations.**

d. The total payment by the Department and, if applicable, the fee paid by the parent of the child, shall not exceed the negotiated final child day care rate contained in the Schedule of Maximum Reimbursement Rates attached hereto and made a part

Attachment: DOC090525-090520250800052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

hereof, Appendix A, and shall constitute payment in full for child day care services rendered under this Contract.

e. The cost of transportation is included in the negotiated final rate and shall be provided to a child under this Contract to the same extent that it is provided to other purchasers of equal care.

f. Payments made under this Contract shall not exceed the actual cost of such care and shall not exceed the amount to be charged to other purchasers of equal care.

g. The Contractor shall timely submit its claims for **payment through CCTA attendance submittal** or on a voucher or other forms satisfactory to the Department for the purpose of this Contract. The Contractor shall be responsible for requesting, in writing, a voucher authorizing payment within **ninety (90) days** from the beginning of service delivery **date** in a given case, if such a voucher has not been received by that date. The Department shall in no event be legally responsible for the payment for any services provided where the Contractor has not requested, in writing, **(attendance or voucher submission) payment for services within ninety (90) days of the beginning of the service dates.** When the Contractor has received a voucher authorizing payment the Contractor shall review it and return it to the Department for payment as soon as possible. The Department shall in no event be legally responsible for the payment for any services provided where the Contractor returned said voucher to the **Department later than ninety (90) days after the issuance** of said voucher. The Department shall in no event be legally responsible to adjust a payment already made where the Contractor has not requested, in writing, an adjustment to that payment within ninety (90) days of the date that payment was issued by the Department.

Attachment: DOC090525-09052025080052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

7. **DEPARTMENT RESPONSIBILITIES**

a. The total payment by the Department and, if applicable, the fee paid by the parent of the child, shall not exceed the negotiated final child day care rate contained in the Schedule of Maximum Reimbursement Rates and shall constitute payment in full for child day care services rendered under this Contract.

b. The Department may conduct periodic unscheduled or scheduled on-site reviews of the Contractor's Child Day Care facilities, programs and records as deemed necessary. The purpose of these on-site reviews is to make certain that facilities identified in the contract meet the minimum standards for operation as defined in Part 400 of Title 18 of the "Official compilation of Codes, Rules and Regulations of the State of New York", and to ensure that all records are accurate, chronologically organized, legible and up to date. The Department need not give the Contractor prior notice of said review.

c. The cost of transportation is included in the negotiated final rate and shall be provided to a child under this Contract to the same extent as to other purchasers of care.

8. **EXECUTIVE ORDER**

The Agency shall comply with Executive Order 13 (2014), and agrees to complete the Certificate collectively attached hereto and made a part hereof. The Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's

Attachment: DOC090525-090520250800052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

compliance with Erie County Executive Order No. 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for determining that the Agency is not qualified to participate in future county contracts.

9. **EXECUTORY CLAUSE**

The contract is executory only to the extent of monies available to the Department for the performance hereof and appropriated therefore and no liability on account thereof shall be incurred by the Department beyond the monies available and appropriated for the purpose thereof.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by the Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of

Attachment: DOC090525-090520250800052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

10. **GOVERNING LAW**

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted

Attachment: DOC090525-09052025080052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

11. **HEADINGS**

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provisions of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Attachment: DOC090525-09052025080052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

*4255 Harlem Rd.

12. **HOLIDAY CLOSINGS/HOURS/CENTER INFORMATION**

a. Closings: (Check all that apply)

☐ **OPEN ALL HOLIDAYS**

☒ **NEW YEAR'S EVE** ☒ **MEMORIAL DAY** ☒ **VETERAN'S DAY**
☒ **NEW YEAR'S DAY**

☒ **M.L. KING DAY** ☒ **INDEPENDENCE DAY** ☒ **THANKSGIVING**
☒ **& DAY AFTER**

☒ **GOOD FRIDAY** ☒ **LABOR DAY** ☒ **CHRISTMAS EVE**
☒ **CHRISTMAS DAY**

☒ **PRESIDENTS DAY** ☒ **COLUMBUS DAY** ☒ **ELECTION DAY**

☒ **OTHER (Please Specify)** Juneteenth

b. Hours of Operation

2:00pm **to** 6:00pm ☒ **Weekdays** ☐ **Weekends**

c. Capacity 110

10:30am-6:00pm on school half-days

d. Transportation ☐ **Yes** ☒ **No**

e. Ages 5-11

f. Contact Phone Number (716) 631-7208

g. Director's Name Marcelle Simpson

Contact's Name and Phone # Naomi Sosnowski (716) 631-7132 x 7511

Email Address nsosnowski@amherst.ny.us

Attachment: DOC090525-09052025080052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

13.T.2.a

* 5005 Sheridan Dr.

12. **HOLIDAY CLOSINGS/HOURS/CENTER INFORMATION**

a. **Closings: (Check all that apply)**

☐ **OPEN ALL HOLIDAYS**

☒ **NEW YEAR'S EVE** ☒ **MEMORIAL DAY** ☒ **VETERAN'S DAY**
☒ **NEW YEAR'S DAY**

☒ **M.L. KING DAY** ☒ **INDEPENDENCE DAY** ☒ **THANKSGIVING**
☒ **& DAY AFTER**

☒ **GOOD FRIDAY** ☒ **LABOR DAY** ☒ **CHRISTMAS EVE**
☒ **CHRISTMAS DAY**

☒ **PRESIDENTS DAY** ☒ **COLUMBUS DAY** ☒ **ELECTION DAY**

☒ **OTHER (Please Specify)** Juneteenth

b. **Hours of Operation**

2:00pm to 6:00pm ☒ **Weekdays** ☐ **Weekends**

c. **Capacity** 65

10:30am - 6:00pm on school half-days

d. **Transportation** ☐ **Yes** ☒ **No**

e. **Ages** 6-11

f. **Contact Phone Number** (716) 633-8117

g. **Director's Name** Andrew J. Sember

Contact's Name and Phone # Naomi Sosnowski (716) 631-7132 x7511

Email Address nsosnowski@amherst.ny.us

Attachment: DOC090525-09052025080052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

* 730 Hopkins Rd.

12. **HOLIDAY CLOSINGS/HOURS/CENTER INFORMATION**

a. **Closings: (Check all that apply)**

☐ **OPEN ALL HOLIDAYS**

☒ **NEW YEAR'S EVE** ☒ **NEW YEAR'S DAY** ☒ **MEMORIAL DAY** ☒ **VETERAN'S DAY**

☒ **M.L. KING DAY** ☒ **INDEPENDENCE DAY** ☒ **THANKSGIVING** ☒ **& DAY AFTER**

☒ **GOOD FRIDAY** ☒ **LABOR DAY** ☒ **CHRISTMAS EVE** ☒ **CHRISTMAS DAY**

☒ **PRESIDENTS DAY** ☒ **COLUMBUS DAY** ☒ **ELECTION DAY**

☒ **OTHER (Please Specify)** Juneteenth

b. **Hours of Operation**

3:00pm **to** 6:00pm ☒ **Weekdays** ☐ **Weekends**

c. **Capacity** 44

d. **Transportation** ☐ **Yes** ☒ **No**

e. **Ages** 6-11

f. **Contact Phone Number** (716) 689-1404

g. **Director's Name** Jennifer Reed

Contact's Name and Phone # Naomi Sosnowski (716) 631-7132 x 751

Email Address nsosnowski@amherst.ny.us

Attachment: DOC090525-09052025080052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

DC 2802 TOWN OF AMHERST YOUTH BOARD 25-3593-SW

* 220 Northpointe Parkway

12. **HOLIDAY CLOSINGS/HOURS/CENTER INFORMATION**

a. **Closings: (Check all that apply)**

☐ **OPEN ALL HOLIDAYS**

☒ **NEW YEAR'S EVE** ☒ **MEMORIAL DAY** ☒ **VETERAN'S DAY**
☒ **NEW YEAR'S DAY**

☒ **M.L. KING DAY** ☒ **INDEPENDENCE DAY** ☒ **THANKSGIVING**
☒ **& DAY AFTER**

☒ **GOOD FRIDAY** ☒ **LABOR DAY** ☒ **CHRISTMAS EVE**
☒ **CHRISTMAS DAY**

☒ **PRESIDENTS DAY** ☒ **COLUMBUS DAY** ☒ **ELECTION DAY**

☒ **OTHER (Please Specify)** Juneteenth

b. **Hours of Operation**

2:00pm to 6:00pm ☒ **Weekdays** ☐ **Weekends**

10:30am to 6:00pm on school half-days

c. **Capacity** 44

d. **Transportation** ☐ **Yes** ☒ **No**

e. **Ages** 5-11

f. **Contact Phone Number** (716) 609-7025

g. **Director's Name** Susan Mohney

Contact's Name and Phone # Naomi Sosnowski (716) 631-7132 x 7511

Email Address nsosnowski@amherst.ny.us

Attachment: DOC090525-09052025080052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

13. **INDEMNIFICATION**

The Contractor agrees:

a. that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County and New York State, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and

b. to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

14. **INDEPENDENT CONTRACTOR**

The Contractor and the County agree that the Contractor and its officers, employees, agents, contractors, subcontractors, and/or consultants are independent contractors and not employees of the County or any department, agency, or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof, and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State of New York or the Department, including but not limited to Worker's Compensation coverage or retirement membership or credits.

Attachment: DOC090525-090520250800052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

15. **INSURANCE**

The Contractor agrees to procure and to maintain in force, for the duration of this Contract, such insurance naming the County of Erie as an additional insured, as is determined appropriate by the Department for the purpose of this Contract. Such coverage must be identified and entered upon the County Standard Insurance Certificate or its acceptable substitute and signed by the Contractor's insurance company, agent or broker, which shall be subject to approval by the County Department of Law and upon approval, shall be attached to and become part of the Contract.

16. **LAWS APPLICABLE**

The Contractor agrees to comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed to render the Services hereunder.

17. **MBE/WBE PARTICIPATION**

Pursuant to County of Erie Local Law No. 9, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all Departments of the County. **The Contractor agrees to complete the questionnaire attached hereto and forming a part hereof entitled Business Enterprises Owned and Controlled by Persons of Color or Women.**

18. **NON-DISCRIMINATION**

The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any

Attachment: DOC090525-090520250800052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.

19. **NON-REIMBURSABLE SERVICES**

The Contractor certifies that the services being contracted are not otherwise available from the Contractor on a non-reimbursable basis.

20. **PAYMENT**

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made shall be submitted by the Contractor in the manner described by the Department. In no event shall final payment be made to the Contractor prior to completion of all Work and the approval of same by the Commissioner. The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services, unless specific additional charges are expressly permitted under this Agreement.

21. **PAYMENT FOR TEMPORARY ABSENCE:**

Pursuant to 18 NYCRR§415.6 (b), effective October 6, 2023, the Department shall pay the Contractor for childcare services for children who are temporarily absent from the Contractor:

a. 80 absences per State fiscal year (April 1st-March 31st) regardless of the reason for the temporary absence.

Attachment: DOC090525-09052025080052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

b. The Contractor shall timely submit claims to the Department on such forms and in such manner as the Department prescribes.

c. The Contractor certifies that it requires the parents whose child care costs are not paid by or subsidized by the Department to make payments for days when their children are absent from care.

d. be open and available to provide care on the day the child is absent.

22. **PROGRAM CLOSURES**

The Department shall allow for reimbursement of up to twenty (20) program closure days per Fiscal year if the closure is due to an allowable reason as defined in 18 NYCRR 415.6 (c). Effective February 13, 2024, 18 NYCRR section 415.6 (c) has been amended to also allow programs that are licensed, registered, or permitted to be reimbursed for up to two (2) program closure days per state fiscal year for full-day professional development training related to state or federally mandated training topics, to be included in the total twenty (20) program closure days.

23. **PREVAILING AGREEMENT**

In the event of any conflict between this Agreement/Contract (or any portion thereof) and any other Agreement/Contract between the Contractor and their customer, now existing or hereafter entered into, the terms of this Agreement/Contract shall prevail, take precedent and supersede the conflicting term(s) of the Agreement/Contract between the Contractor and their customer.

24. **PROCUREMENT**

This is a procurement contract with Erie County through the Erie County Department of Social Services, paid for in whole or in part with Federal funds. The vendor is not

Attachment: DOC090525-090520250800052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

considered to be a subrecipient of Federal assistance funds for the purpose of OMB Circular A-128 and A-133.

25. **RECORDS**

a. The Contractor agrees to keep and upon request, make available to the Department, the Erie County Comptroller, the NYSOCFS and Federal personnel when Federal funds are being utilized, any and all books, records, documents, and other evidence and records of the funds paid to it and the services performed by it hereunder.

b. The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at a time prescribed by and on forms furnished by the Department.

c. The Contractor agrees to retain any and all books, records and other documents relevant to this Contract for six (6) years after the final payment for said services and said materials shall be subject to audit at any time during said six (6) year period.

26. **TERM**

a. **This Contract shall run from the first day of September 2025 through the last day of August 2026.**

b. The parties hereto agree to renegotiate this Contract in the event that the Department of Health and Human Services, and/or the NYSOCFS issue new or revised requirements to the Department as a condition for receiving continued Federal and/or State reimbursement.

c. This Contract is deemed executory only to the extent that monies are available to the Department and NYSOCFS in the year for the performance thereof and

Attachment: DOC090525-090520250800052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

appropriated therefore and the Department and/or the NYSOCFS shall incur no other liability on account of the Contract.

27. **TERMINATION**

a. This Contract may be terminated at any time by the Department, without notice, upon discovery of Contractor's non-performance or other breach of this Contract.

b. Either party may terminate this Contract for other cause or reason upon thirty (30) days prior written notice to the other.

28. **WAIVER**

Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

[END TEXT]

Attachment: DOC090525-090520250800052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

IN WITNESS whereof, the parties have executed this Contract on the day and year last written below.

APPROVED AS TO CONTENT:
ECDSS Program Area

_____
ECDSS Program Area

DATE: _____

APPROVED AS TO FORM:
ECDSS Office of Counsel

_____
ECDSS Attorney

DATE: _____

FOR THE CONTRACTOR: X _____
Signature

TITLE: X Town Supervisor

STATE OF NEW YORK)
COUNTY OF ERIE)

On this ____ day of _____, 20___, before me personally came _____, to me known, who, being duly sworn, did depose and say that they reside in _____; that they are an (the) _____of the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that they signed their name thereto by like order.

X _____
NOTARY PUBLIC

FOR THE DEPARTMENT OF SOCIAL SERVICES:

_____
COMMISSIONER
Date_____

FOR THE COUNTY OF ERIE:

_____
MARK POLONCARZ / LISA CHIMERA
County Executive / Deputy County Executive

Date_____

Attachment: DOC090525-090520250800052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

APPENDIX A

SCHEDULE OF MAXIMUM REIMBURSEMENT RATES UNDER THIS CONTRACT

AGE	MAXIMUM RATE (Erie)	PROVIDER'S RATE	NEGOTIATED FINAL RATE (To be completed by Erie County Social Services)
Weekly Rate: (30 hours or more per week)			
0 - 1.5	385.00	N/A	
1.5 - 2	365.00	N/A	
3 - 5	340.00	175.00	
6 - 12	286.00	175.00	
Daily Rate: (6 or more hours per day)			
0 - 1.5	80.00	N/A	
1.5 - 2	75.00	N/A	
3 - 5	70.00	35.00	
6 - 12	60.00	35.00	
Part Day Rate: (less than 6 hours per day)			
0 - 1.5	53.00	N/A	
1.5 - 2	50.00	N/A	
3 - 5	47.00	17.50	
6 - 12	40.00	17.50	

We are unable to accept the contract if additional information is included on Appendix A, other than the requested rates.
REGULATION 415.6 Payments made under this contract shall not exceed the actual cost of such care and shall not exceed the amount to be charged to other purchasers of equal care. The Contractor shall impose no fees other than those specified in the Contract.
IF YOU PROVIDE A DISCOUNT FOR MULTIPLE CHILDREN IN THE SAME FAMLY, ENTER PERCENTAGE OF DISCOUNT HERE ___%. PLEASE NOTE: IF YOU OFFER MULTIPLE PERCENTAGES FOR MULTIPLE CHILDREN, DSS WILL CALCULATE RATE USING HIGHEST PERCENTAGE OF DISCOUNT, AS CCTA IS ONLY ABLE TO ACCEPT ONE DISCOUNT LEVEL RATES ARE CONTINGENT UPON AVAILABILTY OF FUNDS. Reference: NYS Code Rules and Regulations

NAME OF PROVIDER: X Town of Amherst Youth Board

ECDSS Negotiated Rates By: _____ **Date** _____
Print Name _____ **Title:** _____

Rev 08/2024

Attachment: DOC090525-090520250800052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

X _____

Signature

Verification

X STATE OF _____)
COUNTY OF _____) SS:

A)

_____, being duly sworn, states they are the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to their own knowledge.

OR

X B)

_____, being duly sworn, states that they are the _____ (Title of Corporate Officer), of _____ (Name of Corporation), the enterprise making the foregoing Certification, that they have read the Certification and knows its contents, that the statements and representations made in the Certification are true to their own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
day of _____, 20___

X _____

Notary Signature

Attachment: DOC090525-090520250800052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

1. Meets the following requirements:

   a. Is at least 51% owned by one or more persons of color or women;
   b. Is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
   c. In an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
   d. Is an enterprise authorized to do business in this state which is independently owned and operated.

2. Is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 York Code of Rules and Regulations subtitle N Part 540 et seq., OR

3. Is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color" as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

   a. Black persons having origins in any of the Black African racial groups;
   b. Hispanic persons of Mexican, Puerto Rico, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
   c. Native American or Alaskan native persons having origins in any of the original peoples of North America; or
   d. Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

Attachment: DOC090525-090520250800052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_X_ No

_____ Yes*

*IMPORTANT: If you answered "yes" above, please indicate if you possess certification by New York State and/or the Federal government.

_____ No, I do not have government certification.

_____ Yes, I have government certification (must attach certificate).

2. If you answered "yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rico, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands

Name of Business Enterprise: X Town of Amherst Youth Board

Address: X 1615 Amherst Manor Drive
Williamsville, NY 14221

Signature: X _____

X _____ _____
Notary Public Date

Attachment: DOC090525-09052025080052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

DAY CARE REQUEST FOR WAIVER OF AUTOMOBILE INSURANCE COVERAGE

STATE OF NEW YORK:
COUNTY OF ERIE: SS:

X _____, being duly sworn, deposes and says that:

1. Your deponent is the owner/operator of a Day Care Center known as X Amherst Youth Board which is located at X 1615 Amherst Manor Dr. Williamsville, NY 14221 Town of Amherst
2. ~~Your deponent~~ has entered into a contract with the County of Erie, through the Erie County Department of Social Services, for the provision of day care services. Insurance Requirements of that contract are that an automobile policy of insurance be obtained by the Day Care Center; that certain limits of automobile insurance be obtained and maintained; that the County of Erie appear as an additional named insured on the automobile policy; and that the County of Erie be defended and held harmless in the event of any and all claims arising from an "automobile" claim. Town of Amherst
3. ~~Your deponent~~ states that the Day Care Center, known as X Amherst Youth Board as part of its operations, does not and will not transport children in its care, for any reason whatsoever.
4. Since the children in the care of the aforementioned Day Care Center are not and will not be transported by the Center, a request is hereby made that the requirements of automobile insurance coverage be waived for this contract year. Town of Amherst
5. ~~Your deponent~~ agrees and understands that if the waiver is granted by the County of Erie, and if a child or children is (are) transported in contravention of these assertions to the contrary, then your deponent will be personally liable and responsible for any and all personal and/or property damages incurred as a result of said transportation. Town of Amherst.
6. Furthermore, ~~your deponent~~ agrees to provide a full and complete defense and indemnification to the County of Erie, in the event that any child or children being transported by the Day Care Center is (are) injured in any way, and a claim arises for that injury. Town of Amherst
7. Finally, ~~your deponent~~ agrees and understands that the defense and indemnification requirements described herein are personal and are in addition to any defense and indemnification which may be provided by the Day Care Center itself.
8. This statement is made with the knowledge that the County of Erie, through the Erie County Department of Social Services, will rely upon the statements made herein in the decision to either grant or deny this request for a Waiver of the Requirement of Automobile Insurance Coverage.

By: X _____
Supervisor (Signature) Town of Amherst

Sworn to before me this ____
day of _____, 20____.

Notary Public X _____

Attachment: DOC090525-09052025080052 (RES-2025-802 : Child Day Care Services Agreement - CRS #5782)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30880 **RESOLUTION 2025-803** **ADOPTED**

North Forest Tennis Courts Lighting Upgrade - CRS #5791

Authorize the Supervisor to sign an Energy Initiative Agreement between the Town of Amherst (Youth & Recreation Department) and National Grid. This Energy Initiative Agreement is in connection with a lighting upgrade at the North Forest Tennis Courts. A waiver of insurance requirements is requested as this is a reimbursement only contract and National Grid will not enter the premises. Installation will be performed by Town Employee's.

9/15/2025
Consent

FINANCIAL IMPACT:

A1620 : .05001 (Revenue)

-$8,525.00 plus potential for additional -$2,131.25

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

CONTRACT ROUTING FORM

CRS# 5791

Townwide? Yes ☐ No ☑

Type: Under 5K ☐ General ☑ Piggyback ☐ Quotation ☐ Sole Source ☐

Requested TB Date: 9/15/25
Title: North Forest Tennis Courts Lighting Upgrade
Vendor: National Grid
Number of Extensions: 0
Extension Term: N/A
Start/End Dates **YES** ☑ **NO** ☐
Contract Period: September 16, 2025 - October 30, 2026
Prevailing Wage? Article 8 ☐ Article 9 ☐ N/A ☑

ORG: A 1620
OBJECT: .05001
AMOUNT: -$8,525.00 plus potential for an additional -$2,131.25

DESCRIPTION: Lighting incentive
COMMENT:

Facilities/Building Maintenance has asked for our assistance in routing this contract and performing the work. Lights to be purchased from Graybar as per the attached quote under CRS #885. Installation to be performed by Town employees.

APPROVED AS TO CONTENT:

Mary-Diana Pouli, Executive Director

Date Approved: 8/27/25

Date Submitted to CMS: _____

Attachment: NORTH FOREST TENNIS (RES-2025-803 : North Forest Tennis Courts Lighting Upgrade - CRS #5791)

Important Information Regarding Your Lighting Incentive Application # 16241508

Thank you for your recent application for a lighting incentive from National Grid. We are pleased that you have chosen to take advantage of the final year of lighting incentives available in New York State (NYS). Please note that utilities in NYS will no longer be able to offer incentives for lighting projects started after December 31, 2025.

In accordance with the directive from the NYS Public Service Commission, you MUST adhere to the following deadlines to receive an incentive for your project:

- Customer Report Submission: You must return the signed and dated Customer Report by December 31, 2025. By signing the report, you agree to accept the National Grid incentive and adhere to the deadlines specified in this letter.
- Project Completion: This incentive offer is valid for projects completing no later than October 30, 2026. Project completion is defined as the installation and measures being operational that are included in the scope, along with returning final signatures to National Grid. Failure to receive the final signatures confirming project completion and operation by October 30, 2026, may result in the incentive not being paid.
- Partial rebates will be considered for what is completed by October 31, 2026.
- Payment Deadline: The project must be paid for by December 15, 2026*.
- If these deadlines are not met, National Grid will not be able to issue an incentive.

Shine Bright 25 in '25 Bonus Program

The good news is that your lighting project is eligible for our Shine Bright 25 in '25 bonus program. This program provides an additional 25% on any lighting project in National Grid's Commercial and Industrial Electric Program that meets the deadlines outlined above. If these deadlines are met, National Grid will automatically increase the incentive by 25%, which equates to *$ 2,131.25* in additional incentive, resulting in a grand total incentive of *$ 10,656.25*.

The Shine Bright bonus offer is exclusively for customers participating in National Grid's Commercial and Industrial Electric Program for lighting applications, including Prescriptive, Custom, Lighting Express, and Illuminating Excellence. Please note that projects under the Small Business Services Program and sales through the On The Spot Light midstream lighting program are NOT eligible for this bonus For more information, please consult your National Grid Representative.

**To have a project paid, National Grid must receive final signatures, final paid invoices for labor and materials, and a completed post-inspection to verify that the equipment is installed and operational. If all of this data is not complete, the incentive will not be paid.*

The total incentive amount with the bonus applied cannot exceed 100% of the cost of the project.

nationalgrid

Attachment: NORTH FOREST TENNIS (RES-2025-803 : North Forest Tennis Courts Lighting Upgrade - CRS #5791)

Energy Initiative

Energy Efficient Lighting Systems

Customer Report: TOWN OF AMHERST RECREATION
Application No: 16241508
Report Date: 08-21-2025
Report Version: Proposed

Customer Information

Customer Name:	TOWN OF AMHERST RECREATION	Facility Name:	TOWN OF AMHERST - N FOREST TENNIS COURTS / PARKIN
Billing Acct No:	2226006008	Street Address:	1410 N Forest Rd
Contact Person:	Eric Guzdek	City:	Williamsville
Telephone:	716-631-7132	State:	New York
Email Address:	eguzdek@amherst.ny.us	Zip:	14221

Savings Summary		Incentive Summary	
Gross Annual kWh Savings	126,547 kWh	Authorized Incentive:	$8,525
Estimated Customer Cost per kWh	0.1	Total Cost of Installed Measures:	$21,013
Annual Electric Cost Savings	$12,655	Simple Payback	1.7 years
CO2 Savings (lbs)*	139,201.7	Simple Payback with Incentive	0.99 years
		Total Incentive	$8,525

Application Date:	August 18, 2025
Expected Completion Date:	August 18, 2025
Proposed Incentive Recipient:	CUSTOMER

Attachment: NORTH FOREST TENNIS (RES-2025-803 : North Forest Tennis Courts Lighting Upgrade - CRS #5791)

*CO2 savings is based on an

Customer Report: TOWN OF AMHERST RECREATION
Application No: 16241508
Report Date: 08-21-2025

Summary of Planned Efficiency Measures

ECM Plan Version: Proposed
Version Create Date: 08-20-2025

Lighting Systems Incentive Calculation

Existing Devices				*Proposed Devices*					
Row #	Device Code	Device Description	Quantity of Devices	Measure Code	Device Code	Device Description	Quantity of Devices	Per Unit Incentive	Authorized Incentive
1	MH1000	Metal Halide, (1) 1000W lamp	31	87CP	FLED148	LED Fixture, 148W	31	275	$8,525.00
								Lighting System Totals:	$8,525.00

Recycling Requested: Yes_____ No_____

Attachment: NORTH FOREST TENNIS (RES-2025-803 : North Forest Tennis Courts Lighting Upgrade - CRS #5791)

Customer Report: TOWN OF AMHERST RECREATION

Application No: 16241508

Report Date: 08-21-2025

Facility Detail

ECM Plan Version: Proposed

Version Create Date: 08-20-2025

Installation site: Parking Lot

Measure Category	Existing/ Proposed	Measure Code	Device Code	Device Description	Device Quantity	Annual Hours of Operation
Lighting System	Existing	—	MH1000	Metal Halide, (1) 1000W lamp	17	—
	Proposed	87CP	FLED148	LED Fixture, 148W	17	4380

Installation site: Tennis Courts

Measure Category	Existing/ Proposed	Measure Code	Device Code	Device Description	Device Quantity	Annual Hours of Operation
Lighting System	Existing	—	MH1000	Metal Halide, (1) 1000W lamp	14	—
	Proposed	87CP	FLED148	LED Fixture, 148W	14	4380

Attachment: NORTH FOREST TENNIS (RES-2025-803 : North Forest Tennis Courts Lighting Upgrade - CRS #5791)

1. Incentives
Subject to these terms and conditions ("Terms and Conditions") of the Program, the Program Administrator will pay an Incentive to the Customer for the installation of EEM(s).
2. Definitions
(a) "Customer" means the customer who has an account for service with the Program Administrator and who satisfies the Program eligibility requirements established by the Program Administrator under the Program Materials and these Terms and Conditions.
(b) "EEM" means the energy efficiency measure(s) described in the Program Materials or other custom measures that may be approved by the Program Administrator.
(c) "Facility" means the Customer's premises or location served by the Program Administrator where EEM(s) will be installed.
(d) "Incentive" means the payment(s) to be paid by the Program Administrator to the Customer for the installation of the EEM(s) pursuant to the Program and these Terms and Conditions.
(e) "Program" means the Commercial and Industrial Electric Program as approved by the New York Public Service Commission and offered by the Program Administrator to Customers.
(f) "Program Administrator" means Niagara Mohawk Power Corporation d/b/a/ National Grid.
(g) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEM(s), technology requirements, costs and other Program requirements, which include, without limitation, Program guidelines and requirements, application forms and approval letters.
3. Application Process and Requirement for Program Administrator Approval
(a) The Customer shall submit a completed application in the form provided by the Program Administrator. In addition, at the Program Administrator's discretion, the Customer may be required to provide to the Program Administrator, for its approval, a copy of the detailed specifications and scope of work as well as an analysis of the energy savings and/or demand reduction for the EEM(s) proposed by the Customer to the Program Administrator. To the extent required by law, this analysis shall be prepared by a professional engineer licensed in the state where the Facility is located. After the installation of the EEM(s), the Customer shall also, upon request by the Program Administrator, provide to the Program Administrator with a copy of the as-built drawings and installed EEM(s) for the Facility.
(b) Subject to Sections 8, 10 and 14, the Program Administrator will review the Customer's application and supporting documentation to determine the energy savings and/or demand reduction potential. The Program Administrator may, in its sole discretion, reject or modify any calculations, based on the Program Administrator's own
(c) The Program Administrator is not obligated to pay any Incentive unless the Program Administrator issues an approval letter regarding the EEM(s) proposed by the Customer, and any necessary pre- and/or post- installation verification(s) is/are successfully completed by the Program Administrator. The Program Administrator's approval letter shall state the maximum approved Incentive amount and the date by which the EEM(s) must be fully installed and operational to qualify for the Incentive. The Program Administrator may also require the Customer to execute additional agreements or provide additional documentation regarding the proposed installation of the EEM(s) and for determination of Incentive(s).
(d) The Customer shall have no right to receive, and the Program Administrator shall have no obligation to pay, Incentives for any EEM(s) that have not been approved in advance in writing by the Program Administrator, unless the Program Materials state that such prior approval is not required. Further, the Program Administrator shall not pay Incentives for EEM(s) which may have been pre-approved, but are subsequently determined after the installation, to be not in compliance with the Program requirements.
(e) The Program Administrator reserves the right to approve or disapprove of any Program application or proposed EEM(s).
4. Equipment and Contractor Selection and Contracting
Customer is responsible for selecting and purchasing the EEM(s) and selecting and contracting with the design and installation contractor(s). The Customer shall be responsible for enforcing all such contracts and for assuring that the EEM(s) meet the Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Program Administrator may exclude certain EEM from the Program.
5. Pre- and Post-Installation Verification
The Program Administrator shall not pay an Incentive until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. If the Program Administrator determines that any EEM (s) were not installed in accordance with these Terms and Conditions and the Program Materials, the Program Administrator may require modifications to the EEM(s) before it pays any Incentive(s). The Program Administrator may, at its sole discretion, withhold payment of Incentives until it has been verified that (i) the Customer has received, as appropriate, final drawings, operations and maintenance manuals, and operator training; and (ii) the Program Administrator has received documentation detailing that the installation of the EEM(s) has been completed in accordance with these Terms and Conditions, the Program Materials, and the Program Administrator's approval.
6. Monitoring and Inspection
The Program Administrator reserves the right to perform monitoring and inspection of the EEM (s) to determine the actual demand reduction and energy savings. As a condition of receiving an Customer agrees to provide access and inform to the Program Administrator and to cooperate with the Program Administrator regarding such monitoring and inspection. By participating in the Program, the Customer acknowledges and agrees that no such activity by the Program Administrator includes any kind of safety, code or other compliance review. All safety, code or other compliance reviews are the sole responsibility of the Customer.
7. Customer Measures
The Program Administrator will only approve of the EEM(s) that has/have cost-effective energy savings as calculated by the Program Administrator. The Program Administrator reserves the right to approve or disapprove of any specific EEM(s) proposed by the Customer.
8. Incentive Amounts
(a) Once an Incentive amount is pre-approved, the Program Administrator shall pay to the Customer no more than the cost of purchasing and installing the EEM(s), or the pre-approved Incentive amount, whichever is less.
(b) The Program Administrator reserves the right to reduce or eliminate the Incentive amount if the EEM(s) are not installed in accordance with these Terms and Conditions and the Program Materials. Customer shall be obligated to refund such Incentives paid by the Program Administrator if the projected energy savings have not been achieved as a result of the foregoing circumstances. The Customer shall be obligated to refund the Incentive paid by the Program Administrator when EEM(s) that have been installed have not been properly maintained, have been altered or disconnected, or in the event of a shutdown or significant reduction of operations at facility where the EEM's) are located.
9. Equipment and Installation
The Customer shall be responsible for ensuring that the EEM(s) are installed and operated in accordance with applicable laws, regulations and codes and that all applicable permits, approvals and inspections are obtained. The Customer shall provide the Program Administrator with copies of all invoices and related documents (including all materials, labor, and equipment discounts) relating to the purchase and installation of the EEM(s). The itemized invoices shall include the details of all EEM(s) including the model, quantity and cost for each EEM, and shall identify any applicable discounts or other incentives received by the Customer, or for which the Customer is eligible. The Customer shall provide the Program Administrator with the details on the installation location(s) of the EEM(s) in the format specified by the Program Administrator, and such other documentation and information as the Program Administrator may request, including, without limitation, copies of permits and contractor and supplier invoices, orders and records. The Program Administrator shall, in its sole discretion, determine the appropriate costs of EEM(s) in order to calculate the Incentive amount.
10. Installation Schedule Requirements
If the Customer does not complete installation of the approved EEM(s) within the earlier of the completion date specified in the Program Administrator's approval letter or six (6) months from the date the Program Administrator provides its prior written approval of the EEM the Program Administrator may ter

Attachment: NORTH FOREST TENNIS (RES-2025-803 : North Forest Tennis Courts Lighting Upgrade - CRS #5791)

mount agreed to in an approval letter issued by ne Program Administrator.

1. Incentive Issue Conditions

ubject to these Terms and Conditions and rovided that the Program Administrator is atisfied that the Customer has satisfied all of the onditions and requirements of the Program, , the rogram Administrator will use commercially easonable efforts to pay the Incentive amount to ne Customer within forty-five (45) days after all f the following conditions are met: (i) Program dministrator's approval of the EEM installation as been provided; (ii) all applicable permits, icenses and inspections have been obtained by the ustomer; (iii) installation of the EEM(s) has been ompleted in accordance with the requirements ereof; and (iv) the Program Administrator has erified all project and installation costs and the atisfactory installation of the EEM(s), all in ccordance with the Terms and Conditions hereof. he Customer shall not assign any of its rights or bligations referenced in these Terms and onditions or in the Program Materials (including, ithout limitation, the right to receive Incentives) ithout the prior written consent of the Program dministrator.

2. Maintenance of EEM(s)

he Customer acknowledges and agrees that ustomer shall operate and maintain the EEM(s) n accordance with the manufacturer's ecommendations and the terms hereof, and shall eplace consumable parts and other components ith comparable or superior efficient products at ne Customer's expense.

3. Participation in Other Energy Efficiency rograms

he Customer shall not receive Incentives from ne Program Administrator for the same EEM(s) if ne Customer has received incentives already from ther System Benefits Charge ("SBC")-funded ew York State utilities or the New York State nergy Research and Development Authority "NYSERDA"). A Customer enrolled in the Self-irect Program for 2017-2019 offered by National rid is not eligible to receive an Incentive amount nder this Program for any electric EEMs installed uring the Customer's enrollment in the Self-irect Program cycle. The Company's Self-Direct rogram requirements address eligibility equirements under this Program in the event a ustomer withdraws from the Self-Direct Program nid-cycle.

4. Program/Terms and Conditions Changes

rogram expenditures, requirements and ligibility, and these Terms and Conditions, may e changed by the Program Administrator at any ime without notice. The Program Administrator eserves the right to withhold approval of projects nd any EEM(s) for which the Customer may pply for an Incentive for any reason and to cancel r alter the Program at any time without notice. pproved applications for EEM(s) will be rocessed under the Terms and Conditions and rogram Materials in effect at the time of such pproval by the Program Administrator.

5. Indemnification and Limitation of the Program dministrator's Liability

he Customer shall indemnify, defend and hold armless the Program Administrator, its affiliates nd their respective contractors, officers, directors, mployees, agents, representatives and assigns "Indemnified Parties") from and against any and ll claims, damages, losses and expenses, to enforce this indemnity arising out of the acts and/or omissions of the Customer or the Customer's agent(s) in connection with the Customer's participation in the Program ("Damages") brought by or for a third party except to the extent that Damages are caused by the negligence of any of the Indemnified Parties. To the fullest extent allowed by law, the Program Administrator's liability will be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives and assigns shall not be liable to the Customer or any other party for any other obligation except to the extent liability is caused by the negligence of the Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives and assigns. The Program Administrator shall not be liable to the Customer for any special, indirect, incidental, penal, punitive, or consequential damages of any nature in connection with Customer's participation in the Program or these Terms and Conditions.

16. No Warranties or Representations by the Program Administrator

(a) THE PROGRAM ADMINISTRATOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE PROGRAM ADMINISTRATOR MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES IN CONNECTION WITH THE PROGRAM, EEM(s) OR ANY SERVICES PERFORMED IN CONNECTION HEREWITH OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM ("THIRD PARTY WARRANTIES"), ARE NOT TO BE CONSIDERED WARRANTIES OF THE PROGRAM ADMINISTRATOR AND THE PROGRAM ADMINISTRATOR MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY PROGRAM ADMINISTRATOR'S OTHER DOCUMENTS.

(b) Neither the Program Administrator nor any of its employees, contractors, agents, representatives or assigns is/are responsible for determining that the design, engineering or installation of the EEM(s) is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits, demand reduction, or energy savings to be achieved by the EEM(s) or the adequacy or safety of the EEMs.

(c) The Customer acknowledges and agrees that it is solely responsible (directly based on its own judgment or indirectly-based on the advice of an independent expert, not the Program Administrator) for all aspects of the EEM(s) and related work including, but not limited to: selecting the EEM(s); selecting contractors to perform the work; inspecting the work and the EEM(s); ensuring that the EEM(s) is/are in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for the Customer's purposes; and determining if work was properly performed.

(d) The Customer agrees and acknowledges that the Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work which might be used to install the EEM(s) under the Program.

(e) The provisions of this Section shall survive the termination, cancellation or completion of the Customer's participation in the Program.

17. Customer Confidentiality

The Customer consents to the release by the Company of the Customer's energy use information to authorized representatives of the Program Administrator performing evaluations and/or determining eligibility, demand reduction, or energy savings in connection with the Program provided that the Program Administrator requires that the Customer's energy use information is kept confidential and used only for the purposes of evaluation and/or determining eligibility, demand reduction, or energy savings in connection with the Program. The Customer further grants to the Program Administrator the right to use and reference the Customer's participation in the Program and the energy savings relating to the Customer's participation in the Program for regulatory purposes. The Program Administrator shall keep the Customer's information in strict confidence, shall exercise reasonable care to maintain the confidentiality, and shall not divulge the Customer's information to any third party without the prior written consent of the Customer, except to the extent expressly permitted by these Terms and Conditions.

18. Customer Must Declare and Pay All Taxes

The benefits conferred upon the Customer through participation in this Program, including the receipt of the Incentive, may be taxable by the federal, state, and/or local government. The Customer is responsible for declaring and paying all such taxes. The Program Administrator is not responsible for the payment of any such taxes.

19. Customer Consent

Customer of National Grid agrees and authorizes the utility's sharing of the participant-customer's information and/or project-level information with New York State Department of Public Service Staff and NYSERDA, including its agents or authorized representatives, consistent with NYSERDA's New York State Public Service Commission and statutorily authorized responsibilities, including, but not limited to supporting market development initiatives, and other evaluation and measurement activities. (For clarity, the term project level includes the information based on the scope of the project, includi limited to, aggregated and anonymized whole

Attachment: NORTH FOREST TENNIS (RES-2025-803 : North Forest Courts Lighting Upgrade - CRS #5791)

building, building or assets of the project.)

20. Counterpart Execution; Scanned Copy.
Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

21. Miscellaneous

(a) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.

(b) These Terms and Conditions shall be interpreted and enforced according to the laws of the State of New York.

(c) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.

(d) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and duly authorized by the Program Administrator.

(e) Sections 15, 16, 17, 18 and 20(b) shall survive the termination or expiration of the Customer's participation in the Program.

Attachment: NORTH FOREST TENNIS (RES-2025-803 : North Forest Tennis Courts Lighting Upgrade - CRS #5791)

Energy Initiative
Lighting Pre-Installation Site Inspection Form

Customer Report: TOWN OF AMHERST RECREATION
Billing Acct No: 2226006008
Application No 16241508
Report Date: 08-21-2025

Pre-Installation Inspection Date:_____ **Company Rep.:** _____

Vendor Present *(name):* _____ **Manager's Signature:**_____

Customer Present *(name):* _____

Lighting Systems Inventory

Existing Devices					*Proposed Devices*			
Room/Area	Device Code	Device Description	Quantity of Devices	Measure Code	Device Code	Device Description	Quantity of Devices	Annual Hours of Operation

Opened fixtures:#_____ **or %**_____

Recycling Requested: Yes_____ **No**_____ **Number of Ballasts to be recycled:**_____

Lighting Controls Inventory

Control Description	Quantity of Controls	Quantity of Devices Controlled Fixtures)	Fixture Measure Code	New/Existing	Hours of Reduction

Attachment: NORTH FOREST TENNIS (RES-2025-803 : North Forest Tennis Courts Lighting Upgrade - CRS #5791)

Energy Initiative

Lighting Pre-Installation Site Inspection Form

Notes: _____

Attachment: NORTH FOREST TENNIS (RES-2025-803 : North Forest Tennis Courts Lighting Upgrade - CRS #5791)

Energy Initiative

Lighting Post-Installation Site Inspection Form

Customer Report: TOWN OF AMHERST RECREATION
Billing Acct No: 2226006008
Application No: 16241508
Report Date: 08-21-2025

Post-Installation Inspection Date:_____ **Company Rep.:** _____

Vendor Present *(name):* _____

Customer Present *(name):* _____

Manager's Signature: _____ **Date:**_____

Opened fixture:#_____ or %_____ Counted fixtures:#_____ or %_____

Site inspection during construction:_____

(List dates and comments): _____

Compliance (note agreement or changes): _____

Attachment: NORTH FOREST TENNIS (RES-2025-803 : North Forest Tennis Courts Lighting Upgrade - CRS #5791)

Customer Report: TOWN OF AMHERST RECREATION

Application Number: 16241508

Installation Site: Parking Lot

Measure Category	Proposed	Measure Code	Device Code	Device Description	Device Quantity	Installed Quantity
Lighting System	Proposed	87CP	FLED148	LED Fixture, 148W	17	

Installation Site: Tennis Courts

Measure Category	Proposed	Measure Code	Device Code	Device Description	Device Quantity	Installed Quantity
Lighting System	Proposed	87CP	FLED148	LED Fixture, 148W	14	

Attachment: NORTH FOREST TENNIS (RES-2025-803 : North Forest Tennis Courts Lighting Upgrade - CRS #5791)

Energy Initiative

Signatures

Customer Report: TOWN OF AMHERST RECREATION

Application No: 16241508

Report Date: 08-21-2025

Customer's Acknowledgement

We are pleased to offer an incentive for the proposed energy savings measures at the site referenced on this Customer Report. To accept this offer and reserve funding, please sign this form which summarizes the equipment and operational specifications required to be complete to qualify for an incentive for the associated with this project. The signed Customer Report serves as your acceptance of this incentive offer and confirms your intention to proceed with this project.
By signing below, the Customer hereby certifies that all statements made on this Customer Report as presented by a National Grid Sales Representative are true, accurate and complete. The Customer acknowledges such measures are appropriate for the type and purpose of the facility in which they will be installed. Customer also certifies that the Customer has read the Terms and Conditions provided in this Customer Report package. Customer agrees that the project costs and incentive amount are correct and as agreed upon with the Vendor/Contractor and National Grid. Customer further understands and acknowledge that payment of the incentive is contingent upon (1) a post-inspection verification of the newly installed equipment to ensure the installation is consistent with the application as approved, represents sound engineering practice and complies with this Customer Report; (2) submittal of paid invoices by the customer.(3) detailed itemized unit cost invoices for the material and labor costs associated with the project from the vendor/contractor who installed the measures. The Customer reaffirms that the incentive recipient provided in the application is still valid. If the incentive recipient has changed since initial application submittal, please notify your National Grid Sales Representative in writing to reaffim your new selection.

If you decide to make a change in your project after pre-approval you must notify National Grid prior to beginning installation. We will determine whether the proposed change will require any revision to your application or incentive as pre-approved. To qualify for this incentive offer, the project needs to be completed within 180 days of the signing of the letter.

Thank you for participating in National Grid's Electric Energy Efficiency Program. We look forward to working with you.

Customer Signature: _____

Estimated Project Completion Date: _____ **Today's Date** _____

Name: *(print)* _____ **Phone:** _____

Certification of Installation

By signing this section, I am certifying that the measures identified in this customer report have been installed and fully operational.

Customer Signature: _____ **Date:** _____

Name: *(print)* _____

Attachment: NORTH FOREST TENNIS (RES-2025-803 : North Forest Tennis Courts Lighting Upgrade - CRS #5791)

GraybaR
425 CAYUGA ROAD STE 100
CHEEKTOWAGA NY 14225
Phone : 716-565-5900
Fax : 716-565-5999

To: TOWN OF AMHERST YOUTH & RECREATION
1615 AMHERST MANOR DRIVE
WILLIAMSVILLE NY 14221-2040
Attn:
Phone: 716-631-7132
Fax: 716-626-9087
Email: MPOULI@AMHERST.NY.US

Date: 08/06/2025
Proj Name:
GB Quote #: 2000299670
Release Nbr:
Purchase Order Nbr:
Additional Ref#:
Valid From: 08/01/2025
Valid To: 08/13/2025
Contact: John Aguglia
Email: john.aguglia@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes:

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext Price
100		14 EA	INDUSTRIAL LIGHTING	VAS-14L/17L/21L-U-40-T4-PMB		$ 395.35	1	$ 5,534.90
GB Part #: NOF ILA INDUST LGT								
200		17 EA	INDUSTRIAL LIGHTING	VAS-14L/17L/21L-U-40-T3-PMB-CR7		$ 408.14	1	$ 6,938.38
GB Part #: NOF ILA INDUST LGT								
300		17 EA	INTERMATIC INC	EK4536	120-277VAC T LOCKING TYPE PHOTO CELL	$ 19.98	1	$ 339.66
GB Part #: 25566214		UPC#: 07827513017						
400		500 EA	CORD & CABLE	SJOOW-12-3-BLK-250R	PORT CD	$ 954.85	1,000	$ 477.43
GB Part #: 88302020								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement. All material received by and held in our warehouse must be shipped or billed to the customer within 60 days from such receipt, or storage and handling fees in effect at such time may apply .

Attachment: NORTH FOREST TENNIS (RES-2025-803 : North Forest Tennis Courts Lighting Upgrade - CRS #5791)

To: TOWN OF AMHERST YOUTH & RECREATION
1615 AMHERST MANOR DRIVE
WILLIAMSVILLE NY 14221-2040

Attn:

Date: 08/06/2025
Proj Name:
GB Quote #: 2000299670

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

	UPC#: 98013540355					
500	**100 EA IDEAL IND**	30-074	WIRENUT 74B YEL 100PC/BX	$ 111.28	1,000	**$ 11.13**
GB Part #: 88134895	UPC#: 78325030074					
600	**10 EA 3M CO.- ELECTRICAL**	165BK4A	VINYL ELECT TAPE 165 BLK 3/4IN X 60FT	$ 1.73	1	**$ 17.30**
GB Part #: 26466086	UPC#: 07630892568					

Total in USD (Tax not included): $ 13,318.80

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement. All material received by and held in our warehouse must be shipped or billed to the customer within 60 days from such receipt, or storage and handling fees in effect at such time may apply .

Attachment: NORTH FOREST TENNIS (RES-2025-803 : North Forest Tennis Courts Lighting Upgrade - CRS #5791)

To:

Attn:

Date: 08/06/2025

Proj Name:

GB Quote #: 2000299670

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC.
TERMS AND CONDITIONS OF SALE

1.ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability of Graybar.
2.GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
3.MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
4.PRICES AND SHIPMENTS - Prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Delivery dates are subject to change and prices may increase between the time that a quote is given or an order is placed and the time of shipment. Buyer acknowledges and accepts this risk and agrees to pay the price of goods that is in effect at time of shipment in order to account for any price increases between the date of quote or order and the date of shipment. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.
5.REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
6.RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling and restocking fees charged by the manufacturers of the goods. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned, and goods must be in original packaging.
7.TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
8.PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of one and one-half percent (1.5%) or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
9.DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
10.CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.
11.SOFTWARE AND FIRMWARE - -Graybar or the applicable third-party owner will retain all rights of ownership and title in its own intellectual property, including all copyrights relating to firmware and software and all copies of such firmware and software. Buyer acknowledges that all software is governed by terms expressly granted in the applicable agreement provided by such third-party owner or licensor and agrees to comply with any such terms and conditions in connection with the use or resale of such software. Graybar provides the software "AS IS" WITH ALL FAULTS, and the only warranties provided for software, if any, are provided by the third-party owner or licensor of such software. Although Graybar may collect fees relating to such software, the end user's agreement is with the third-party owner or licensor, and Buyer holds Graybar harmless from and against any claims arising out of or related to such firmware or software.
12.LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods, as indicated in the statement of work, may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
13.LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
14.WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
15.ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
16.CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
17.FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
18.EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed:_____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement. All material received by and held in our warehouse must be shipped or billed to the customer within 60 days from such receipt, or storage and handling fees in effect at such time may apply .

Attachment: NORTH FOREST TENNIS (RES-2025-803 : North Forest Courts Lighting Upgrade - CRS #5791)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30884 **RESOLUTION 2025-804** **ADOPTED**

30 South Cayuga Lighting Upgrade - CRS #5794

Authorize the Supervisor to sign an Energy Initiative Agreement between the Town of Amherst (Youth & Recreation Department) and National Grid. This Energy Initiative Agreement is in connection with a lighting upgrade at 30 South Cayuga property. A waiver of insurance requirements is requested as this is a reimbursement only contract and National Grid will not enter the premised. Installation will be performed by Town Employee's.

9/15/2025
Consent

FINANCIAL IMPACT:

A1620 : .05001 (Revenue)

-$3,490.00 plus potential for additional -$872.50

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

CONTRACT ROUTING FORM

CRS# 5794

Townwide? Yes ☐ No ☑

Type: Under 5K ☐ General ☑ Piggyback ☐ Quotation ☐ Sole Source ☐

Requested TB Date: 9/15/25
Title: 30 South Cayuga Lighting Upgrade
Vendor: National Grid
Number of Extensions: 0
Extension Term: N/A
Start/End Dates **YES** ☑ **NO** ☐
Contract Period: September 16, 2025 - October 30, 2026
Prevailing Wage? Article 8 ☐ Article 9 ☐ N/A ☑

ORG: A 1620
OBJECT: .05001
AMOUNT: -$3,490.00 plus potential for an additional -$872.50

DESCRIPTION: Lighting incentive
COMMENT:

Facilities/Building Maintenance has asked for our assistance in routing and shepherding this contract . Lights to be purchased from Graybar as per the attached quote under CRS #885. Installation to be performed by Town employees.

APPROVED AS TO CONTENT:

Mary-Diana Pouli

Mary-Diana Pouli, Executive Director

Date Approved: 8/27/25

Date Submitted to CMS: _____

Attachment: 30 SOUTH CAYUGA (RES-2025-804 : 30 South Cayuga Lighting Upgraade - CRS #5794)

Important Information Regarding Your Lighting Incentive Application # 16241507

Thank you for your recent application for a lighting incentive from National Grid. We are pleased that you have chosen to take advantage of the final year of lighting incentives available in New York State (NYS). Please note that utilities in NYS will no longer be able to offer incentives for lighting projects started after December 31, 2025.

In accordance with the directive from the NYS Public Service Commission, you MUST adhere to the following deadlines to receive an incentive for your project:

- Customer Report Submission: You must return the signed and dated Customer Report by December 31, 2025. By signing the report, you agree to accept the National Grid incentive and adhere to the deadlines specified in this letter.
- Project Completion: This incentive offer is valid for projects completing no later than October 30, 2026. Project completion is defined as the installation and measures being operational that are included in the scope, along with returning final signatures to National Grid. Failure to receive the final signatures confirming project completion and operation by October 30, 2026, may result in the incentive not being paid.
- Partial rebates will be considered for what is completed by October 31, 2026.
- Payment Deadline: The project must be paid for by December 15, 2026*.
- If these deadlines are not met, National Grid will not be able to issue an incentive.

Shine Bright 25 in '25 Bonus Program

The good news is that your lighting project is eligible for our Shine Bright 25 in '25 bonus program. This program provides an additional 25% on any lighting project in National Grid's Commercial and Industrial Electric Program that meets the deadlines outlined above. If these deadlines are met, National Grid will automatically increase the incentive by 25%, which equates to *$ 872.50* in additional incentive, resulting in a grand total incentive of *$ 4,362.50*.

The Shine Bright bonus offer is exclusively for customers participating in National Grid's Commercial and Industrial Electric Program for lighting applications, including Prescriptive, Custom, Lighting Express, and Illuminating Excellence. Please note that projects under the Small Business Services Program and sales through the On The Spot Light midstream lighting program are NOT eligible for this bonus For more information, please consult your National Grid Representative.

**To have a project paid, National Grid must receive final signatures, final paid invoices for labor and materials, and a completed post-inspection to verify that the equipment is installed and operational. If all of this data is not complete, the incentive will not be paid.*

The total incentive amount with the bonus applied cannot exceed 100% of the cost of the project.

nationalgrid

Attachment: 30 SOUTH CAYUGA (RES-2025-804 : 30 South Cayuga Lighting Upgraade - CRS #5794)

Energy Initiative

Energy Efficient Lighting Systems

Customer Report: TOWN OF AMHERST
Application No: 16241507
Report Date: 08-21-2025
Report Version: Proposed

Customer Information

Customer Name:	**TOWN OF AMHERST**	Facility Name:	**TOWN OF AMHERST - 30 S CAYUGA**
Billing Acct No:	**4103722143**	Street Address:	**30 S Cayuga Rd Ste 2**
Contact Person:	**Eric Guzdek**	City:	**Williamsville**
Telephone:	**716-631-7132**	State:	**New York**
Email Address:	**eguzdek@amherst.ny.us**	Zip:	**14221**

Savings Summary		Incentive Summary	
Gross Annual kWh Savings	**11,215 kWh**	**Authorized Incentive:**	**$3,490**
Estimated Customer Cost per kWh	**0.1**	**Total Cost of Installed Measures:**	**$9,129**
Annual Electric Cost Savings	**$1,122**	**Simple Payback**	**8.1 years**
CO2 Savings (lbs)*	**12,336.5**	**Simple Payback with Incentive**	**5.03 years**
		Total Incentive	**$3,490**

Application Date:	August 18, 2025
Expected Completion Date:	August 18, 2025
Proposed Incentive Recipient:	OTHER

Attachment: 30 SOUTH CAYUGA (RES-2025-804 : 30 South Cayuga Lighting Upgraade - CRS #5794)

*CO2 savings is based on ap

Customer Report: TOWN OF AMHERST
Application No: 16241507
Report Date: 08-21-2025

Summary of Planned Efficiency Measures

ECM Plan Version: Proposed
Version Create Date: 08-20-2025

Lighting Systems Incentive Calculation

	Existing Devices				*Proposed Devices*				
Row #	Device Code	Device Description	Quantity of Devices	Measure Code	Device Code	Device Description	Quantity of Devices	Per Unit Incentive	Authorized Incentive
1	F43ILL	Fluorescent, (3) 48", T-8 lamp, Inst Start, NLO (BF.85-.95)	79	88CP	FLED047	LED Fixture. 47W	79	40	$3,160.00
2	MH150	Metal Halide, (1) 150W lamp	1	87BP	FLED040	LED Fixture, 40W	2	155	$310.00
3	CFQ32/1L	Compact Fluorescent, quad, (1) 32W lamp, BF=0.95	2	80A	FLED018	LED Fixture, 18W	2	10	$20.00
								Lighting System Totals:	**$3,490.00**

Recycling Requested: Yes_____ No_____

Attachment: 30 SOUTH CAYUGA (RES-2025-804 : 30 South Cayuga Lighting Upgraade - CRS #5794)

Customer Report: TOWN OF AMHERST

Application No: 16241507

Report Date: 08-21-2025

Facility Detail

ECM Plan Version: Proposed

Version Create Date: 08-20-2025

Installation site: Ceiling Recessed

Measure Category	Existing/ Proposed	Measure Code	Device Code	Device Description	Device Quantity	Annual Hours of Operation
Lighting System	Existing	—	CFQ32/1L	Compact Fluorescent, quad, (1) 32W	2	—
	Proposed	80A	FLED018	LED Fixture, 18W	2	3013

Installation site: Exterior Wall

Measure Category	Existing/ Proposed	Measure Code	Device Code	Device Description	Device Quantity	Annual Hours of Operation
Lighting System	Existing	—	MH150	Metal Halide, (1) 150W lamp	1	—
	Proposed	87BP	FLED040	LED Fixture, 40W	2	4380

Installation site: Office Space

Measure Category	Existing/ Proposed	Measure Code	Device Code	Device Description	Device Quantity	Annual Hours of Operation
Lighting System	Existing	—	F43ILL	Fluorescent, (3) 48", T-8 lamp, Inst	79	—
	Proposed	88CP	FLED047	LED Fixture. 47W	79	3013

Attachment: 30 SOUTH CAYUGA (RES-2025-804 : 30 South Cayuga Lighting Upgraade - CRS #5794)

1. Incentives
Subject to these terms and conditions ("Terms and Conditions") of the Program, the Program Administrator will pay an Incentive to the Customer for the installation of EEM(s).
2. Definitions
(a) "Customer" means the customer who has an account for service with the Program Administrator and who satisfies the Program eligibility requirements established by the Program Administrator under the Program Materials and these Terms and Conditions.
(b) "EEM" means the energy efficiency measure(s) described in the Program Materials or other custom measures that may be approved by the Program Administrator.
(c) "Facility" means the Customer's premises or location served by the Program Administrator where EEM(s) will be installed.
(d) "Incentive" means the payment(s) to be paid by the Program Administrator to the Customer for the installation of the EEM(s) pursuant to the Program and these Terms and Conditions.
(e) "Program" means the Commercial and Industrial Electric Program as approved by the New York Public Service Commission and offered by the Program Administrator to Customers.
(f) "Program Administrator" means Niagara Mohawk Power Corporation d/b/a/ National Grid.
(g) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEM(s), technology requirements, costs and other Program requirements, which include, without limitation, Program guidelines and requirements, application forms and approval letters.
3. Application Process and Requirement for Program Administrator Approval
(a) The Customer shall submit a completed application in the form provided by the Program Administrator. In addition, at the Program Administrator's discretion, the Customer may be required to provide to the Program Administrator, for its approval, a copy of the detailed specifications and scope of work as well as an analysis of the energy savings and/or demand reduction for the EEM(s) proposed by the Customer to the Program Administrator. To the extent required by law, this analysis shall be prepared by a professional engineer licensed in the state where the Facility is located. After the installation of the EEM(s), the Customer shall also, upon request by the Program Administrator, provide to the Program Administrator with a copy of the as-built drawings and installed EEM(s) for the Facility.
(b) Subject to Sections 8, 10 and 14, the Program Administrator will review the Customer's application and supporting documentation to determine the energy savings and/or demand reduction potential. The Program Administrator may, in its sole discretion, reject or modify any calculations, based on the Program Administrator's own
(c) The Program Administrator is not obligated to pay any Incentive unless the Program Administrator issues an approval letter regarding the EEM(s) proposed by the Customer, and any necessary pre- and/or post- installation verification(s) is/are successfully completed by the Program Administrator. The Program Administrator's approval letter shall state the maximum approved Incentive amount and the date by which the EEM(s) must be fully installed and operational to qualify for the Incentive. The Program Administrator may also require the Customer to execute additional agreements or provide additional documentation regarding the proposed installation of the EEM(s) and for determination of Incentive(s).
(d) The Customer shall have no right to receive, and the Program Administrator shall have no obligation to pay, Incentives for any EEM(s) that have not been approved in advance in writing by the Program Administrator, unless the Program Materials state that such prior approval is not required. Further, the Program Administrator shall not pay Incentives for EEM(s) which may have been pre-approved, but are subsequently determined after the installation, to be not in compliance with the Program requirements.
(e) The Program Administrator reserves the right to approve or disapprove of any Program application or proposed EEM(s).
4. Equipment and Contractor Selection and Contracting
Customer is responsible for selecting and purchasing the EEM(s) and selecting and contracting with the design and installation contractor(s). The Customer shall be responsible for enforcing all such contracts and for assuring that the EEM(s) meet the Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Program Administrator may exclude certain EEM from the Program.
5. Pre- and Post-Installation Verification
The Program Administrator shall not pay an Incentive until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. If the Program Administrator determines that any EEM (s) were not installed in accordance with these Terms and Conditions and the Program Materials, the Program Administrator may require modifications to the EEM(s) before it pays any Incentive(s). The Program Administrator may, at its sole discretion, withhold payment of Incentives until it has been verified that (i) the Customer has received, as appropriate, final drawings, operations and maintenance manuals, and operator training; and (ii) the Program Administrator has received documentation detailing that the installation of the EEM(s) has been completed in accordance with these Terms and Conditions, the Program Materials, and the Program Administrator's approval.
6. Monitoring and Inspection
The Program Administrator reserves the right to perform monitoring and inspection of the EEM (s) to determine the actual demand reduction and energy savings. As a condition of receiving an
Customer agrees to provide access and informa to the Program Administrator and to cooperate with the Program Administrator regarding such monitoring and inspection. By participating in the Program, the Customer acknowledges and agrees that no such activity by the Program Administrator includes any kind of safety, code or other compliance review. All safety, code or other compliance reviews are the sole responsibility of the Customer.
7. Customer Measures
The Program Administrator will only approve of the EEM(s) that has/have cost-effective energy savings as calculated by the Program Administrator. The Program Administrator reserves the right to approve or disapprove of any specific EEM(s) proposed by the Customer.
8. Incentive Amounts
(a) Once an Incentive amount is pre-approved, the Program Administrator shall pay to the Customer no more than the cost of purchasing and installing the EEM(s), or the pre-approved Incentive amount, whichever is less.
(b) The Program Administrator reserves the right to reduce or eliminate the Incentive amount if the EEM(s) are not installed in accordance with these Terms and Conditions and the Program Materials. Customer shall be obligated to refund such Incentives paid by the Program Administrator if the projected energy savings have not been achieved as a result of the foregoing circumstances. The Customer shall be obligated to refund the Incentive paid by the Program Administrator when EEM(s) that have been installed have not been properly maintained, have been altered or disconnected, or in the event of a shutdown or significant reduction of operations at facility where the EEM's) are located.
9. Equipment and Installation
The Customer shall be responsible for ensuring that the EEM(s) are installed and operated in accordance with applicable laws, regulations and codes and that all applicable permits, approvals and inspections are obtained. The Customer shall provide the Program Administrator with copies of all invoices and related documents (including all materials, labor, and equipment discounts) relating to the purchase and installation of the EEM(s). The itemized invoices shall include the details of all EEM(s) including the model, quantity and cost for each EEM, and shall identify any applicable discounts or other incentives received by the Customer, or for which the Customer is eligible. The Customer shall provide the Program Administrator with the details on the installation location(s) of the EEM(s) in the format specified by the Program Administrator, and such other documentation and information as the Program Administrator may request, including, without limitation, copies of permits and contractor and supplier invoices, orders and records. The Program Administrator shall, in its sole discretion, determine the appropriate costs of EEM(s) in order to calculate the Incentive amount.
10. Installation Schedule Requirements
If the Customer does not complete installation of the approved EEM(s) within the earlier of the completion date specified in the Program Administrator's approval letter or six (6) months from the date the Program Administrator provides its prior written approval of the EEM the Program Administrator may term

Attachment: 30 SOUTH CAYUGA (RES-2025-804 : 30 South Cayuga Lighting Upgraade - CRS #5794)

amount agreed to in an approval letter issued by the Program Administrator.

11. Incentive Issue Conditions

Subject to these Terms and Conditions and provided that the Program Administrator is satisfied that the Customer has satisfied all of the conditions and requirements of the Program, , the Program Administrator will use commercially reasonable efforts to pay the Incentive amount to the Customer within forty-five (45) days after all of the following conditions are met: (i) Program Administrator's approval of the EEM installation has been provided; (ii) all applicable permits, licenses and inspections have been obtained by the Customer; (iii) installation of the EEM(s) has been completed in accordance with the requirements hereof; and (iv) the Program Administrator has verified all project and installation costs and the satisfactory installation of the EEM(s), all in accordance with the Terms and Conditions hereof. The Customer shall not assign any of its rights or obligations referenced in these Terms and Conditions or in the Program Materials (including, without limitation, the right to receive Incentives) without the prior written consent of the Program Administrator.

12. Maintenance of EEM(s)

The Customer acknowledges and agrees that Customer shall operate and maintain the EEM(s) in accordance with the manufacturer's recommendations and the terms hereof, and shall replace consumable parts and other components with comparable or superior efficient products at the Customer's expense.

13. Participation in Other Energy Efficiency Programs

The Customer shall not receive Incentives from the Program Administrator for the same EEM(s) if the Customer has received incentives already from other System Benefits Charge ("SBC")-funded New York State utilities or the New York State Energy Research and Development Authority ("NYSERDA"). A Customer enrolled in the Self-Direct Program for 2017-2019 offered by National Grid is not eligible to receive an Incentive amount under this Program for any electric EEMs installed during the Customer's enrollment in the Self-Direct Program cycle. The Company's Self-Direct Program requirements address eligibility requirements under this Program in the event a Customer withdraws from the Self-Direct Program mid-cycle.

14. Program/Terms and Conditions Changes

Program expenditures, requirements and eligibility, and these Terms and Conditions, may be changed by the Program Administrator at any time without notice. The Program Administrator reserves the right to withhold approval of projects and any EEM(s) for which the Customer may apply for an Incentive for any reason and to cancel or alter the Program at any time without notice. Approved applications for EEM(s) will be processed under the Terms and Conditions and Program Materials in effect at the time of such approval by the Program Administrator.

15. Indemnification and Limitation of the Program Administrator's Liability

The Customer shall indemnify, defend and hold harmless the Program Administrator, its affiliates and their respective contractors, officers, directors, employees, agents, representatives and assigns ("Indemnified Parties") from and against any and all claims, damages, losses and expenses, to enforce this indemnity arising out of the acts and/or omissions of the Customer or the Customer's agent(s) in connection with the Customer's participation in the Program ("Damages") brought by or for a third party except to the extent that Damages are caused by the negligence of any of the Indemnified Parties. To the fullest extent allowed by law, the Program Administrator's liability will be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives and assigns shall not be liable to the Customer or any other party for any other obligation except to the extent liability is caused by the negligence of the Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives and assigns. The Program Administrator shall not be liable to the Customer for any special, indirect, incidental, penal, punitive, or consequential damages of any nature in connection with Customer's participation in the Program or these Terms and Conditions.

16. No Warranties or Representations by the Program Administrator

(a) THE PROGRAM ADMINISTRATOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE PROGRAM ADMINISTRATOR MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES IN CONNECTION WITH THE PROGRAM, EEM(s) OR ANY SERVICES PERFORMED IN CONNECTION HEREWITH OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM ("THIRD PARTY WARRANTIES"), ARE NOT TO BE CONSIDERED WARRANTIES OF THE PROGRAM ADMINISTRATOR AND THE PROGRAM ADMINISTRATOR MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY PROGRAM ADMINISTRATOR'S OTHER DOCUMENTS.

(b) Neither the Program Administrator nor any of its employees, contractors, agents, representatives or assigns is/are responsible for determining that the design, engineering or installation of the EEM(s) is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits, demand reduction, or energy savings to be achieved by the EEM(s) or the adequacy or safety of the EEMs.

(c) The Customer acknowledges and agrees that it is solely responsible (directly based on its own judgment or indirectly-based on the advice of an independent expert, not the Program Administrator) for all aspects of the EEM(s) and related work including, but not limited to: selecting the EEM(s); selecting contractors to perform the work; inspecting the work and the EEM(s); ensuring that the EEM(s) is/are in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for the Customer's purposes; and determining if work was properly performed.

(d) The Customer agrees and acknowledges that the Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work which might be used to install the EEM(s) under the Program.

(e) The provisions of this Section shall survive the termination, cancellation or completion of the Customer's participation in the Program.

17. Customer Confidentiality

The Customer consents to the release by the Company of the Customer's energy use information to authorized representatives of the Program Administrator performing evaluations and/or determining eligibility, demand reduction, or energy savings in connection with the Program provided that the Program Administrator requires that the Customer's energy use information is kept confidential and used only for the purposes of evaluation and/or determining eligibility, demand reduction, or energy savings in connection with the Program. The Customer further grants to the Program Administrator the right to use and reference the Customer's participation in the Program and the energy savings relating to the Customer's participation in the Program for regulatory purposes. The Program Administrator shall keep the Customer's information in strict confidence, shall exercise reasonable care to maintain the confidentiality, and shall not divulge the Customer's information to any third party without the prior written consent of the Customer, except to the extent expressly permitted by these Terms and Conditions.

18. Customer Must Declare and Pay All Taxes

The benefits conferred upon the Customer through participation in this Program, including the receipt of the Incentive, may be taxable by the federal, state, and/or local government. The Customer is responsible for declaring and paying all such taxes. The Program Administrator is not responsible for the payment of any such taxes.

19. Customer Consent

Customer of National Grid agrees and authorizes the utility's sharing of the participant-customer's information and/or project-level information with New York State Department of Public Service Staff and NYSERDA, including its agents or authorized representatives, consistent with NYSERDA's New York State Public Service Commission and statutorily authorized responsibilities, including, but not limited to supporting market development initiatives, and other evaluation and measurement activities. (For clarity, the term project level includes the information based on the scope of the project, includi... limited to, aggregated and anonymized...

Attachment: 30 SOUTH CAYUGA (RES-2025-804 : 30 South Cayuga Lighting Upgraade - CRS #5794)

building, building or assets of the project.)

20. Counterpart Execution; Scanned Copy. Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

21. Miscellaneous

(a) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.

(b) These Terms and Conditions shall be interpreted and enforced according to the laws of the State of New York.

(c) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.

(d) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and duly authorized by the Program Administrator.

(e) Sections 15, 16, 17, 18 and 20(b) shall survive the termination or expiration of the Customer's participation in the Program.

Attachment: 30 SOUTH CAYUGA (RES-2025-804 : 30 South Cayuga Lighting Upgraade - CRS #5794)

Energy Initiative
Lighting Pre-Installation Site Inspection Form

Customer Report: TOWN OF AMHERST
Billing Acct No: 4103722143
Application No 16241507
Report Date: 08-21-2025

Pre-Installation Inspection Date:_____ **Company Rep.:** _____

Vendor Present ***(name):*** _____ **Manager's Signature:**_____

Customer Present ***(name):*** _____

Lighting Systems Inventory

Existing Devices ***Proposed Devices***

Room/Area	Device Code	Device Description	Quantity of Devices	Measure Code	Device Code	Device Description	Quantity of Devices	Annual Hours of Operation

Opened fixtures:#_____ **or %**_____

Recycling Requested: Yes_____ **No**_____ **Number of Ballasts to be recycled:**_____

Lighting Controls Inventory

Control Description	Quantity of Controls	Quantity of Devices Controlled Fixtures)	Fixture Measure Code	New/Existing	Hours of Reduction

Attachment: 30 SOUTH CAYUGA (RES-2025-804 : 30 South Cayuga Lighting Upgraade - CRS #5794)

Energy Initiative
Lighting Pre-Installation Site Inspection Form

Notes: _____

Attachment: 30 SOUTH CAYUGA (RES-2025-804 : 30 South Cayuga Lighting Upgraade - CRS #5794)

Energy Initiative

Lighting Post-Installation Site Inspection Form

Customer Report: TOWN OF AMHERST
Billing Acct No: 4103722143
Application No: 16241507
Report Date: 08-21-2025

Post-Installation Inspection Date:_____ **Company Rep.:** _____

Vendor Present ***(name):*** _____

Customer Present ***(name):*** _____

Manager's Signature: _____ **Date:**_____

Opened fixture:#_____ or %_____ Counted fixtures:#_____ or %_____

Site inspection during construction:_____

(List dates and comments): _____

Compliance (note agreement or changes): _____

Attachment: 30 SOUTH CAYUGA (RES-2025-804 : 30 South Cayuga Lighting Upgraade - CRS #5794)

Customer Report: TOWN OF AMHERST

Application Number: 16241507

Installation Site: Ceiilng Recessed

Measure Category	Proposed	Measure Code	Device Code	Device Description	Device Quantity	Installed Quantity
Lighting System	Proposed	80A	FLED018	LED Fixture, 18W	2	

Installation Site: Exterior Wall

Measure Category	Proposed	Measure Code	Device Code	Device Description	Device Quantity	Installed Quantity
Lighting System	Proposed	87BP	FLED040	LED Fixture, 40W	2	

Installation Site: Office Space

Measure Category	Proposed	Measure Code	Device Code	Device Description	Device Quantity	Installed Quantity
Lighting System	Proposed	88CP	FLED047	LED Fixture. 47W	79	

Attachment: 30 SOUTH CAYUGA (RES-2025-804 : 30 South Cayuga Lighting Upgraade - CRS #5794)

Energy Initiative

Signatures

Customer Report: TOWN OF AMHERST

Application No: 16241507

Report Date: 08-21-2025

Customer's Acknowledgement

We are pleased to offer an incentive for the proposed energy savings measures at the site referenced on this Customer Report. To accept this offer and reserve funding, please sign this form which summarizes the equipment and operational specifications required to be complete to qualify for an incentive for the associated with this project. The signed Customer Report serves as your acceptance of this incentive offer and confirms your intention to proceed with this project.
By signing below, the Customer hereby certifies that all statements made on this Customer Report as presented by a National Grid Sales Representative are true, accurate and complete. The Customer acknowledges such measures are appropriate for the type and purpose of the facility in which they will be installed. Customer also certifies that the Customer has read the Terms and Conditions provided in this Customer Report package. Customer agrees that the project costs and incentive amount are correct and as agreed upon with the Vendor/Contractor and National Grid. Customer further understands and acknowledge that payment of the incentive is contingent upon (1) a post-inspection verification of the newly installed equipment to ensure the installation is consistent with the application as approved, represents sound engineering practice and complies with this Customer Report; (2) submittal of paid invoices by the customer.(3) detailed itemized unit cost invoices for the material and labor costs associated with the project from the vendor/contractor who installed the measures. The Customer reaffirms that the incentive recipient provided in the application is still valid. If the incentive recipient has changed since initial application submittal, please notify your National Grid Sales Representative in writing to reaffirm your new selection.

If you decide to make a change in your project after pre-approval you must notify National Grid prior to beginning installation. We will determine whether the proposed change will require any revision to your application or incentive as pre-approved. To qualify for this incentive offer, the project needs to be completed within 180 days of the signing of the letter.

Thank you for participating in National Grid's Electric Energy Efficiency Program. We look forward to working with you.

Customer Signature: _____

Estimated Project Completion Date: 10-30-2026 **Today's Date** _____

Name: *(print)* _____ **Phone:** _____

Certification of Installation

By signing this section, I am certifying that the measures identified in this customer report have been installed and fully operational.

Customer Signature: _____ **Date:** _____

Name: *(print)* _____

Attachment: 30 SOUTH CAYUGA (RES-2025-804 : 30 South Cayuga Lighting Upgraade - CRS #5794)

GraybaR
425 CAYUGA ROAD STE 100
CHEEKTOWAGA NY 14225
Phone : 716-565-5900
Fax : 716-565-5999

To: TOWN OF AMHERST HIGHWAY
1042 N FOREST RD
WILLIAMSVILLE NY 14221-4402
Attn: Dan Rizzo
Phone: 716-631-7119
Fax:
Email: sbryan@amherst.ny.us

Date: 08/12/2025
Proj Name: 30 S Cayuga
GB Quote #: 2000300125
Release Nbr:
Purchase Order Nbr:
Additional Ref#:
Valid From: 08/01/2025
Valid To: 08/31/2025
Contact: John Aguglia
Email: john.aguglia@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes:

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext Price
100		79 EA	COOPER LTG GROUP	24CZSCT3-UNV	2X4 CRUZE LED TROFFER ADJ LMS/ CCT	$ 111.11	1	$ 8,777.69
GB Part #: 26613185								
200		1 EA	COOPER LTG GROUP	LCR615RD9FSE020		$ 37.80	1	$ 37.80
GB Part #: NOF COL LTFIXTURE								
300		1 EA	COOPER LTG GROUP	LCR6TRMAH		$ 37.80	1	$ 37.80
GB Part #: NOF COL LTFIXTURE								
400		2 EA	COOPER LTG GROUP	WPSLED15S		$ 137.80	1	$ 275.60
GB Part #: NOF COL LTFIXTURE								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement. All material received by and held in our warehouse must be shipped or billed to the customer within 60 days from such receipt, or storage and handling fees in effect at such time may apply .

Attachment: 30 SOUTH CAYUGA (RES-2025-804 : 30 South Cayuga Lighting Upgraade - CRS #5794)

To: TOWN OF AMHERST HIGHWAY
1042 N FOREST RD
WILLIAMSVILLE NY 14221-4402
Attn: Dan Rizzo

Date: 08/12/2025
Proj Name: 30 S Cayuga
GB Quote #: 2000300125

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Total in USD (Tax not included): $ 9,128.89

Attachment: 30 SOUTH CAYUGA (RES-2025-804 : 30 South Cayuga Lighting Upgraade - CRS #5794)

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To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement. All material received by and held in our warehouse must be shipped or billed to the customer within 60 days from such receipt, or storage and handling fees in effect at such time may apply .

To:

Attn: Dan Rizzo

Date: 08/12/2025

Proj Name: 30 S Cayuga

GB Quote #: 2000300125

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC.
TERMS AND CONDITIONS OF SALE

1.ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability of Graybar.
2.GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
3.MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
4.PRICES AND SHIPMENTS - Prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Delivery dates are subject to change and prices may increase between the time that a quote is given or an order is placed and the time of shipment. Buyer acknowledges and accepts this risk and agrees to pay the price of goods that is in effect at time of shipment in order to account for any price increases between the date of quote or order and the date of shipment. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.
5.REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
6.RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling and restocking fees charged by the manufacturers of the goods. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned, and goods must be in original packaging.
7.TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
8.PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of one and one-half percent (1.5%) or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
9.DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
10.CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.
11.SOFTWARE AND FIRMWARE - -Graybar or the applicable third-party owner will retain all rights of ownership and title in its own intellectual property, including all copyrights relating to firmware and software and all copies of such firmware and software. Buyer acknowledges that all software is governed by terms expressly granted in the applicable agreement provided by such third-party owner or licensor and agrees to comply with any such terms and conditions in connection with the use or resale of such software. Graybar provides the software "AS IS" WITH ALL FAULTS, and the only warranties provided for software, if any, are provided by the third-party owner or licensor of such software. Although Graybar may collect fees relating to such software, the end user's agreement is with the third-party owner or licensor, and Buyer holds Graybar harmless from and against any claims arising out of or related to such firmware or software.
12.LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods, as indicated in the statement of work, may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
13.LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
14.WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
15.ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
16.CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
17.FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
18.EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed:_____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

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Attachment: 30 SOUTH CAYUGA (RES-2025-804 : 30 South Cayuga Lighting Upgraade - CRS #5794)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Councilmembers
DOC ID: 30878

COMMUNICATION 2025-88 **REFERRED**

Graythorne Bd. of Mgrs Letter Re: Traffic Safety Concern at Main Street, Stonham Way & Tech Drive

Letter from Greythorne Board of Managers regarding traffic safety concerns in the area regarding additional traffic generated by the ECC North Sports Playing Field Project.

9/15/2025
Referred to Engineering and Traffic & Safety

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

Greythorne By Marrano Condominium

August 14, 2025

Town of Amherst
Hon. Angela Marinucci, Councilmember
5583 Main Street
Williamsville, NY 14221

Dear Hon. Angela Marinucci, Councilmember:

We are writing to you as the Board of Managers from Greythorne by Marrano. We represent 117 homeowners and Amherst residents. In the past 30 days we have observed several accidents at the intersection of Main Street, Stonham Way and Tech Drive.

It is at this intersection that we are expressing safety concerns regarding additional traffic that will be generated by the ECC North Sports Playing Field Project. This project is underway for the relocation of facilities lost at the ECC South Campus to accommodate the new Bills Stadium in that area.

Existing conditions at this intersection of Main, Stonham and Tech Drive have been dangerous for sometime. The existence of the Independent Health YMCA, BrightPath Child Care Center, Greythorne, and Stonham Place Townhomes which are newly built continue to see traffic flow increases. When classes restart shortly at ECC North following the summer break the safety conditions will only make the existing conditions more stressful. With turning allowed in all directions and cross thru traffic from Stonham to Tech Drive the safety conditions will continue to deteriorate.

For these reasons we respectfully request the New York State Department of Transportation and the Town of Amherst, in concert with SUNY Eire Community College analyze the added complexity of this intersection with the Sports Field additions.

As the Board of Managers for Greythorne we believe that this Project with its participants and those viewers to the sporting events will be the "tipping point" for signalization as a safety mitigation action. We are available to meet and discuss further.

Sincerely,
Greythorne Board of Managers

President, Fred J. McKosky; 716-480-4408; fmckosky@icloud.com
Vice President, Paul Tokasz; 716-432-2887; Patoke27@gmail.com

Cc:
NYS Senator; Hon. Sean M. Ryan
NYS Assembly Member: Hon. Karen McMahon
SUNY Erie Community College: Dr. Adiam Tsegai, President
NYSDOT: Eric A. Meka, P.E., Regional Director, and Brian Kirby, P.E., Regional Traffic Engineer
Town of Amherst: Hon. Brian J. Kulpa, Town Supervisor, Hon. Shawn A. Lavin, Deputy Supervisor, Council members Hon. Jacqualine G. Berger, Hon. Angela Marincci and Hon. Michael Szukla; Steven Floss, Highway Superintendent, and Francina J. Spoth, Town Clerk.

Attachment: Ltr from Greythorne by Marrano Re traffic concerns (COM-2025-88 : Graythorne Bd. of Mgrs Letter Re: Traffic Safety Concern at

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Town Clerk
DOC ID: 30851

COMMUNICATION 2025-89 **REFERRED**

Notice of Claim: John Fletch, as Parent & Natural Guardian of D. F., an Infant Vs. Town of Amherst Et Al.

9/15/2025
Referred to Town Attorney

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

JOHN FLETCH, as Parent and Natural Guardian of D. F., an Infant

Claimant,

NOTICE OF CLAIM

-against-

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

MATHEWSON MCCARTHY BASEBALL
1995 Wehrle Drive
Williamsville, New York 14221

Respondents.

PLEASE TAKE NOTICE, that Claimant, JOHN FLETCH, as Parent and Natural Guardian of D. F., an Infant, (hereinafter "Claimant") hereby intends to file a claim against Respondents, TOWN OF AMHERST and MATHEWSON MCCARTHY BASEBALL, (hereinafter "Respondents") and in support of said claim states the following:

1. Claimant's address and post office address is

2. Claimant's attorneys are Andrews, Bernstein & Maranto, PLLC, 420 Franklin Street, Buffalo, New York 14202; (716) 842-2200.

3. The Claim arose as follows: On or about June 15, 2025, at approximately 4:45 p.m., Infant Claimant, D. F., was playing organized baseball at 1995 Wehrle Drive, Williamsville, New York 14221. Infant Claimant, D. F., was playing center field and tracking a flyball when he collided with an unpadded chain link fence located in the outfield. As a result of

AUG 28 2025 PM 1:26

Attachment: DOC082825-0828202513627 (COM-2025-89 : Notice of Claim: John Fletch, as Parent & Natural Guardian of D. F., an Infant Vs.

the collision, Infant Claimant, D. F., sustained serious personal injuries including, but not limited to, a concussion, headaches, dizziness, a laceration to the chin requiring multiple sutures, and a right ankle sprain.

4. Upon information and belief, the property located at or around 1995 Wehrle Drive, Williamsville, New York 14221 is owned, operated, maintained, controlled, and/or supervised by Respondents, their agents, servants, and/or employees.

5. Upon information and belief, this incident was caused by the negligence, carelessness, and recklessness of Respondents, their agents, servants, and/or employees. Such negligence, carelessness, and recklessness includes, but is not limited to:

a. Creating a dangerous, hazardous, defective, and unsafe condition on the property;

b. Maintaining a dangerous, hazardous, defective, and unsafe condition on the property;

c. Failing to inspect the property for dangerous, hazardous, defective, and unsafe conditions;

d. Failing to maintain the property in a reasonably safe condition;

e. Failing to remedy or repair the dangerous, hazardous, defective, and unsafe condition on the property;

f. Failing to have a warning track on the field of play;

g. Failing to have a warning track made of a material other than grass to warn members of the general public, including Infant Claimant, D.F., of their closeness to the outfield fence;

h. Failing to maintain the subject outfield fence in a reasonably safe condition;

Attachment: DOC082825-0828202513627 (COM-2025-89 : Notice of Claim: John Fletch, as Parent & Natural Guardian of D. F., an Infant Vs.

i. Failing to have protective padding on the outfield fence;

j. Failing to have a protective covering on the outfield fence;

k. Failing to have a protective cap on the top rail of the outfield fence;

l. Failing to maintain the outfield grounds at an even slope and pitch;

m. Allowing the outfield grounds leading to the outfield fence to have a downward slope and pitch;

n. Posting inaccurate signage regarding the distance to the outfield fence;

o. Failing to post accurate signage regarding the distance to the outfield fence;

p. Failing to implement reasonable safety measures to protect members of the general public, including Infant Claimant, D.F., from the dangerous, hazardous, defective, and unsafe condition of the subject chain link outfield fence;

q. Failing to recognize and appreciate the dangerous, hazardous, defective, and unsafe condition created by a lack of an outfield warning track in an area in which members of the general public, including Infant Claimant, D.F., are invited to play baseball;

r. Failing to recognize and appreciate the dangerous, hazardous, defective, and unsafe condition created by an unpadded, unprotected chain link outfield fence in an area in which members of the general public, including Infant Claimant, D.F., are invited to play baseball;

s. Failing to recognize and appreciate the dangerous, hazardous, defective, and unsafe condition created by an uneven, downward slope in an area in which members of the general public, including Infant Claimant, D.F., are invited

Attachment: DOC082825-082820251336 27 (COM-2025-89 : Notice of Claim: John Fletch, as Parent & Natural Guardian of D. F., an Infant Vs.

to play baseball;

t. Failing to take reasonable, proper, and common-sense measures to remedy, correct, abate, and/or reduce the dangerous, hazardous, defective, and unsafe condition of the subject fence; and,

u. Respondents, their agents, servants, and/or employees were otherwise negligent.

6. This Claim is for personal injuries, conscious physical and emotional pain and suffering, medical expenses, and consequential damages.

7. Infant Claimant, D. F., also suffered other injuries and complications not yet determined as a result of this incident, and by reason of the same, Infant Claimant, D. F., sustained damages in an amount which cannot be reasonably calculated at this time.

8. By virtue of the negligence, carelessness, and recklessness of Respondents, their agents, servants and/or employees, Claimant has also incurred hospital expenses, medical expenses, and other necessary related expenses, the total amount of which is undetermined to be determined at this present time.

WHEREFORE, Claimant requests that Respondents accept, adjust, and compensate Infant Claimant, D. F., for his injuries and loss.

DATED: Buffalo, New York
August 25, 2025

By: _____

Steven J. Schrader, Esq.
ANDREWS, BERNSTEIN, & MARANTO, PLLC
Attorneys for Claimant
420 Franklin Street
Buffalo, New York 14202
Telephone: (716) 842-2200

Attachment: DOC082825-0828202513627 (COM-2025-89 : Notice of Claim: John Fletch, as Parent & Natural Guardian of D. F., an Infant Vs.

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Town Clerk
DOC ID: 30862

COMMUNICATION 2025-90 **REFERRED**

Notice of Claim: Kevin Maria, Individually and as Parent and Natural Guardian of Aspen Maria, an Infant Vs. Town of Amherst Et Al.

9/15/2025
Referred to Town Attorney

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

SEP 4 2025 PM2:23

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

KEVIN MARIA, Individually and as Parent and Natural Guardian of
ASPEN MARIA, an Infant
Claimants

-vs-

TOWN OF AMHERST,
SWEET HOME CENTRAL SCHOOL DISTRICT,
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT,
AMHERST CENTRAL SCHOOL DISTRICT
Defendants

NOTICE OF CLAIM

PLEASE TAKE NOTICE that KEVIN MARIA, Individually and as Parent and Natural Guardian of ASPEN MARIA, an Infant, hereby claims and demands from the above-named Defendants damages for personal injuries sustained by the Infant Claimant and for medical and hospital expenses incurred and/or to be incurred and lost earnings sustained and/or to be sustained together with permanent, disfiguring and debilitating injuries as a result of the negligent, careless and reckless acts and omissions of the above-named Defendants, their agents, servants, employees, teachers, substitute teachers, coaches, program supervisors, administrators, appointees, designees, departments and/or divisions thereof and in support thereof, the Claimants state the following:

1. The post office address of the Claimants, is

the name and post office address of Claimants' attorney is Thomas J. Grillo, Jr., Esq., John J. Fromen, Attorneys at Law, P.C., 4367 Harlem Road, Snyder, New York 14226.

Attachment: DOC090525-09052025102916 (COM-2025-90 : Notice of Claim: Kevin Maria, Individually and as Parent and Natural Guardian of

2. That the nature of this claim is for the negligent, careless and reckless acts or omissions of the above-named Defendants, their agents, servants, employees, teachers, substitute teachers, coaches, program supervisors, administrators, appointees, designees, departments and/or divisions thereof in the care, custody, supervision and control of the Infant Claimant, ASPEN MARIA, while acting *in loco parentis* in the care, custody, supervision and control of the Infant Claimant, ASPEN MARIA, resulting in serious, permanent injuries to said Infant Claimant as hereinafter set forth.

3. That said claim arose on the 6th day of June, 2025, at approximately 5:30 pm during an after-school program operated by the Defendants at the Northwest Amherst Community Center, located at 220 Northpointe Parkway in the Town of Amherst, County of Erie and State of New York; that the manner in which said claim arose was that the Infant Claimant, ASPEN MARIA, while lawfully and properly upon said premises during an organized after-school activity, to wit, "hula hoop tag", which was controlled, supervised, directed, operated and run by the Defendants, their agents, servants, employees, teachers, coaches, program supervisors, administrators, appointees and/or designees, was struck in and about the mouth and face by an object, which upon information and belief was a hula hoop, kicked by one of the program supervisors identified as "Josh", while in the care, custody, control and supervision of the Defendants, their agents, servants, employees, teachers, coaches, program supervisors, administrators, appointees and/or designees.

4. That so far as is now able to be determined, the Infant Claimant, ASPEN MARIA, sustained multiple, extensive serious injuries externally, internally and permanently in

Attachment: DOC090525-090520251029 16 (COM-2025-90 : Notice of Claim: Kevin Maria, Individually and as Parent and Natural Guardian of

and about the head, face, teeth, mouth and nervous system as a result of the aforesaid incident, including without limitation acute trauma to her teeth and mouth resulting in a fractured lower front tooth and laceration of her upper lip, the full degree and extent of which are still unknown at this time.

5. That by reason of the foregoing injuries, the Infant Claimant, ASPEN MARIA, became and will continue to be disabled and will continue to suffer pain, discomfort and distress, and has and will require the services of hospitals, physicians, surgeons, nurses, dentists, therapy, medications and other necessary treatment and will be required to incur such expenses in the future. That as a result of the aforesaid injuries and resulting permanent disabilities, the Infant Claimant has been incapacitated from her educational pursuits and/or profession and/or employment and will continue to be incapacitated in the future, and will be left with permanent residual disabilities involving her lower tooth and upper lip, resulting in a partial and/or total impairment in her professional, social and personal activities, endeavors and hobbies all to the damage of the Infant Claimant.

6. That prior to and at all times hereinbefore and hereinafter mentioned, the Infant Claimant, ASPEN MARIA, was an Infant of the age of eight (8) years, and the Claimant, KEVIN MARIA, was the Parent and Natural Guardian of said Infant, over whom he had legal custody. That as a result of the negligence, carelessness and recklessness of the above-named Defendants, their agents, servants, employees, teachers, coaches, program supervisors, administrators, appointees and/or designees, as hereinbefore alleged and the injuries sustained as a result thereof by the Infant Claimant, ASPEN MARIA, the Claimant, KEVIN MARIA, incurred various and sundry expenses for physicians,

Attachment: DOC090525-090520251029 16 (COM-2025-90 : Notice of Claim: Kevin Maria, Individually and as Parent and Natural Guardian of

surgeons, nurses, hospitals, dentists, therapy and medicines and has lost the services and companionship of his Infant daughter, and will continue to incur such or similar expenses and losses in the future.

PLEASE TAKE FURTHER NOTICE that the Claimants request payment of their claims and damages sustained by them as hereinbefore set forth.

DATED: Snyder, New York
September 3, 2025

THOMAS J. GRILLO, JR., ESQ.
on behalf of the Claimants, KEVIN MARIA, Individually and as Parent and Natural Guardian of ASPEN MARIA, an Infant

Attachment: DOC090525-09052025102916 (COM-2025-90 : Notice of Claim: Kevin Maria, Individually and as Parent and Natural Guardian of

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Town Clerk
DOC ID: 30852

COMMUNICATION 2025-91 **REFERRED**

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

9/15/2025
Referred to Town Attorney

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

15.4.a

STATE OF NEW YORK
SUPREME COURT COUNTY OF ERIE

MIDFIRST BANK,

Plaintiff,

vs.

MYLES L. CARTER A/K/A MYLES CARTER;
TOWN OF AMHERST, A MUNICIPAL CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF NEW YORK, ACTING ON BEHALF OF THE AMHERST- CHEEKTOWAGA - TONAWANDA HOME CONSORTIUM;
SECRETARY OF HOUSING AND URBAN DEVELOPMENT;
TOWN OF TONAWANDA, NEW YORK;
ANNIE BARKSDALE;
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 Paige Avenue
Buffalo a/k/a Tonawanda (Town of Tonawanda) NY 14223

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:

Mortgage bearing the date of October 8, 2010, executed by Myles L. Carter to Mortgage Electronic Registration System, Inc. ("MERS") solely as nominee for HSBC Mortgage

Attachment: DOC090225-090220251008S0 (COM-2025-91 : Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

Corporation (USA) to secure the sum of $72,853.00, and interest, and recorded in the Office of the Clerk of Erie County on October 8, 2010 in Book: 13506 Page: 8771.

That Mortgage Electronic Registration Systems, Inc., as nominee for HSBC Mortgage Corporation (USA) duly assigned said Note and Mortgage to Nationstar Mortgage LLC D/B/A Mr. Cooper by Assignment dated April 9, 2019 and recorded on April 17, 2019 in the Office of the Clerk of Erie County in Book: 13893 Page: 2661.

Loan Modification bearing the date of August 7, 2023, executed by Myles L. Carter to Nationstar Mortgage LLC d/b/a Mr. Cooper to secure the sum of $67,895.57, with interest, and recorded in the Office of the Clerk of Erie County on August 16, 2023 in Book: 14100 Page: 6850.

That Nationstar Mortgage LLC D/B/A Mr. Cooper duly assigned said Note and Mortgage to MidFirst Bank, A Federally Chartered Savings Association by Assignment dated July 30, 2024 and recorded on August 14, 2024 in the Office of the Clerk of Erie County in Book: 14134 Page: 5291.

That Nationstar Mortgage LLC D/B/A Mr. Cooper duly assigned said Note and Mortgage to MidFirst Bank, A Federally Chartered Savings Association by Correction Assignment dated July 7, 2025 and recorded on July 9, 2025 in the Office of the Clerk of Erie County in Book: 14166 Page: 3134.

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: 67.79
Block: 2
Lot: 11

Attachment: DOC090225-090220251008 50 (COM-2025-91 : Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

STATE OF NEW YORK
SUPREME COURT COUNTY OF ERIE

MIDFIRST BANK

Plaintiff,

vs.

MYLES L. CARTER A/K/A MYLES CARTER;
TOWN OF AMHERST, A MUNICIPAL CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF NEW YORK, ACTING ON BEHALF OF THE AMHERST-CHEEKTOWAGA - TONAWANDA HOME CONSORTIUM;
SECRETARY OF HOUSING AND URBAN DEVELOPMENT;
TOWN OF TONAWANDA, NEW YORK;
ANNIE BARKSDALE;
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 Paige Avenue
Buffalo a/k/a Tonawanda (Town of Tonawanda) NY 14223

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 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

Attachment: DOC090225-090220251008 50 (COM-2025-91 : Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

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 defendant(s), MYLES L. CARTER, for the purpose of securing to plaintiff or its assignor, its successors and assigns, the sum of $67,895.57, 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 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.

Attachment: DOC090225-090220251008 50 (COM-2025-91 : Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

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 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.

Attachment: DOC090225-090220251008 50 (COM-2025-91 : Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

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 legal description of the mortgage recorded in the Office of the Clerk of Erie County on October 8, 2010 in Book: 13506 Page: 8771, must be reformed as it contains minor scrivener 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 TRACT OR PARCEL OF LAND, situate in the Town of Tonawanda, County of Erie, State of New York, being part of Lot No. 22, Township 12, Range 8, being Subdivision Lots Nos. 1096 and 1097 according to map filed under Cover No. 1143.

BEGINNING at the southwest corner of Subdivision Lot No. 1097 aforesaid, said point being the northeast corner of Paige Avenue and Grandview Avenue: running thence northerly along the east line of Grandview Avenue and the west line of Subdivision Lots No. 1096 and 1097, 65 feet to the northwest corner of Subdivision Lot No. 1096: running thence easterly along the northerly

Attachment: DOC090225-090220251008 50 (COM-2025-91 : Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

line of Subdivision Lot No. 1096, 88 feet to a point: running thence southerly and parallel with Grandview Avenue, 65 feet to the northerly line of Paige Avenue; running thence westerly along the northerly line of Paige Avenue and the southerly line of Subdivision Lot No. 1097, 88 feet to the point or place of beginning.

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;

Attachment: DOC090225-090220251008 50 (COM-2025-91 : Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

15.4.a

(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;

(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 October 8, 2010 in Book: 13506 Page: 8771 to contain the language set forth in the paragraph TWENTY-THIRD herein.

SPACE INTENTIONALLY LEFT BLANK

Attachment: DOC090225-090220251008 50 (COM-2025-91 : Summons and Verified Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

Packet Pg. 373

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: August 15, 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: DOC090225-090220251008 50 (COM-2025-91 : 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: 09/15/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30890 **RESOLUTION 2025-805** **ADOPTED**

Private Improvement Permit No. 3137 Sanitary Sewer – Sawyers Landing (50 Dodge Road) 2005.008C/SP-2021-05

Attached please find an application for a Sanitary Sewer Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $40,340.50.

We are sending three (3) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $35,500.00 which will be held in escrow to cover the inspection costs, and one in the amount of $4,960.50 to cover the televising cost and to be deposited in the SS District account G9000-02377.

At this time, we are asking for your approval of the application for PIP No. 3137.

Thank you for considering this request.

9/15/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $40,340.50.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: September 9, 20 25

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☐
Sanitary Sewer	☐	☒
Storm System	☐	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 355,000

Address and/or Subdivision Name: Sawyer's Landing

Town of Amherst Job: SP-2021-05/2005.008C

Description and location of improvements including quantities:

Installation of 2,226LF of 8" sdr-35 private sanitary main and 16 sanitary structures.

	Name	Address	Phone
Owner:	Severyn Development	43 Central Ave Suite 300 Lancaster, NY 14086	716-818-0207
Engineer/Designer:	Carmina Wood Design	80 Silo City Row Buffalo, NY 14203	716-842-3165
Contractor:	Serafini Construction	3529 Broadway, Cheektowaga NY 14227	(716) 684-7730

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. A PDF copy of the colored construction plans must also be provided. The lighting PIP requires submission of design plans prepared by a licensed engineer and in accordance with Town and National Grid requirements for review and approval.

Work under this permit shall be started within 60 days from the date of approval thereof. Work under this permit shall be completed within 1 year of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by separate checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions, complexity of design, or lack of adequate funding to cover inspection and coordination time. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The digital copies shall be provided in PDF and AutoCAD or GIS within the NAD83/NY83-WF coordinate system.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit. All Engineering Department and Town Code requirements must be satisfied prior to acceptance of PIPs.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM	FEE
PERMIT	$150
INSPECTION 10% of Estimate of Cost of Construction	$35,500
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	4,690.50
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	N/A
TOTAL FEE	$40,340.50

William Severyn
Owner Sign Here

William J. Severyn
Please Print Here

43 central ave
Address

Lancaster NY 14086 716-912-0969
City State Zip Phone

Subscribed and sworn to before me this 10th Day of Sept 20 25

Raheem
Notary Public, Erie County, New York

MOHAMMED RAHEEMUDDIN
Notary Public - State of New York
NO. 01RA6098329
Qualified in Erie County
My Commission Expires Sep 8, 2027

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Director of Engineering Services: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. PIP 3137

_____
Town Clerk

Rev. 1/10/2025

Attachment: PIP 3137 Sawyers Landing - Private Sanitary Application (RES-2025-805 : Private Improvement Permit No. 3137)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30891 **RESOLUTION 2025-806** **ADOPTED**

Private Improvement Permit No. 3138 Waterline – Sawyers Landing (50 Dodge Road) 2005.008C/SP-2021-05

Attached please find an application for a Waterline Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $47,950.00.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $47,800.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3138.

Thank you for considering this request.

9/15/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $47,950.00.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: September 9 2025

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☒
Sanitary Sewer	☐	☐
Storm System	☐	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 47 8,000

Address and/or Subdivision Name: Sawyer's Landing **Town of Amherst Job:** SP-2021-05/2005.008C

Description and location of improvements including quantities.

Installation of 8" AWWA C-900 PVC Private Water Main with all fittings and typical blocking. Installation of 2 insulated meters and RPZ enclosures.

Owner: Severyn Development — 43 Central Ave Suite 300 Lancaster, NY 14086 (Address) — 716-816-0207 (Phone)

Engineer/Designer: Carmina Wood Design (Name) — 60 Silo City Row Buffalo, NY 14203 (Address) — 716-842-3165 (Phone)

Contractor: Serafini Construction (Name) — 3529 Broadway, Cheektowaga NY 14227 (716) 684-7730 (Address)

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. A PDF copy of the colored construction plans must also be provided. The lighting PIP requires submission of design plans prepared by a licensed engineer and in accordance with Town and National Grid requirements for review and approval.

Work under this permit shall be started within 60 days from the date of approval thereof. Work under this permit shall be completed within 1 year of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by separate checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions, complexity of design, or lack of adequate funding to cover inspection and coordination time. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The digital copies shall be provided in PDF and AutoCAD or GIS within the NAD83/NYB3-WF coordinate system.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit. All Engineering Department and Town Code requirements must be satisfied prior

this petition is correct and true.

ITEM	FEE
	$150
INSPECTION 10% of Estimate of Cost of Construction	$47,800
VID EONSPECTI ON- Sanitary Only $1.50 per linear foot	N/A
STREET LIGHT ASSET MANAGEMENT NOD ES- Lighting Only $500 per fixture	N/A
TOTAL FEE	$47,950

Owner Sign Here

William T. Severyn
Please Print Name

43 central ave
Address

Lancaster NY 14086 716-912-0569
City State Zip Phone

Subscribed and sworn to before me this 10th Day of Sept
2025

Notary Public, Erie County, New York

MOHAMMED RAHEEMUDDIN
Notary Public - State of New York
NO. 01RA6098329
Qualified in Erie County
My Commission Expires Sep 8, 2027

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.

Director of Engineering Services:

Receipt is hereby acknowledged of the sum of $ being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. PIP 3138

Town Clerk

Rev. 1/10/2025

Attachment: PIP 3138 Sawyers Landing - Private Waterline Application (RES-2025-806 : Private Improvement Permit No. 3138)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30893 **RESOLUTION 2025-807** **ADOPTED**

Public Improvement Permit No. 3139 Paving & Curbing – Sawyers Landing (50 Dodge Road) 2005.008C/SP-2021-05

Attached please find an application for a Paving & Curbing Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $15,150.00.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $15,000.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3139.

Thank you for considering this request.

9/15/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $15,150.00.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: September 9, 20 25

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☒	☐
Waterline	☐	☐
Sanitary Sewer	☐	☐
Storm System	☐	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 150,000

Address and/or Subdivision Name: Sawyer's Landing

Town of Amherst Job: SP-2021-05/2005.008C

Description and location of improvements including quantities

Installation of Bike path extension South on Dodge Rd.

Includes cross walk with flashing warning beacon lights, guide rail and two sections of boardwalk over larger swale sections.

	Name	Address	Phone
Owner:	Severyn Development	43 Central Ave Suite 300 Lancaster, NY 14086	716-818-0207
Engineer/Designer:	Carmina Wood Design	80 Silo City Row Buffalo, NY 14203	716-842-3165
Contractor:	Serafini Construction	3529 Broadway, Cheektowaga NY 14227	(716) 684-7730

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. A PDF copy of the colored construction plans must also be provided. The lighting PIP requires submission of design plans prepared by a licensed engineer and in accordance with Town and National Grid requirements for review and approval.

Work under this permit shall be started within 60 days from the date of approval thereof. Work under this permit shall be completed within 1 year of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by separate checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions, complexity of design, or lack of adequate funding to cover inspection and coordination time. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The digital copies shall be provided in PDF and AutoCAD or GIS within the NAD83/NY83-WF coordinate system.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the State of New York, the Ordinances of the Town of Amherst and Regulations of the various departments of the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit. All Engineering Department and Town Code requirements must be satisfied prior to acceptance of PIP.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM	FEE
PERMIT	$150
INSPECTION 10% of Estimate of Cost of Construction	$15,000
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	N/A
TOTAL FEE	$15,150

Owner Sign Here

William T. Severyn
Please Print Name

43 central ave
Address

Lancaster NY 14086 (716)962-0969
City State Zip Phone

Subscribed and sworn to before me this 10th Day of Sept 20 25

Notary Public, Erie County, New York

MOHAMMED RAHEEMUDDIN
Notary Public - State of New York
NO. 01RA6098329
Qualified in Erie County
My Commission Expires Sep 8, 2027

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst

Director of Engineering Services:

Receipt is hereby acknowledged of the sum of $ being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. PIP 3139

Rev. 1/10/2025

Town Clerk

Attachment: PIP 3139 Sawyers Landing - Public P&C Application (RES-2025-807 : Public Improvement Permit No. 3139)

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

Francina J. Spoth
Town Clerk

Meeting: 09/15/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30901 **RESOLUTION 2025-808** **ADOPTED**

Directive to Pay Outstanding Invoices - SHI International Corp.

TOWN BOARD SUSPENSION ITEM: SEPTEMBER 15, 2025

TO: **Town Board**

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

DATE: **September 15, 2025**

RE: **Directive to Pay Outstanding Invoices**
SHI International Corp.

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

WHEREAS, the Town of Amherst Police Department used grant funding to purchase public safety dispatch equipment and computer equipment from SHI International Corp., utilizing the PEPPM contract on July 31, 2025, August 4, 2025, August 5, 2025 and August 19, 2025; and

WHEREAS, SHI International Corp., who is the authorized reseller under said PEPPM contract, fulfilled these orders in a timely manner; and

WHEREAS, at the directive of the Contract Compliance Department, the Police Department attempted to enter into a piggybacking contract with the distributor of these items, TD Synnex, with no success and therefore the invoices have remained unpaid; and

THEREFORE BE IT RESOLVED, that the Town Board direct the Police Department and the Comptroller's Office to pay these invoices from SHI International Corp., that remain outstanding no later than September 30, 2025 as per the grant guidelines for these funds.

SPC:msl
C: Tim Koller, Deputy Town Clerk (**Agenda Item: September 15, 2025**)

9/15/2025
A motion to approve was made by Councilmember Szukala, seconded by Councilmember Berger and unanimously approved 4-0.

FINANCIAL IMPACT:

KP 2411 .2130: $3,149.12

KP 2102 .4972: $42,062.13

Total Amount: $45,211.25

Grant Funding

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Szukala, Councilmember
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Lavin, Berger, Szukala, Marinucci
ABSENT:	Kulpa