Amherst Town Board

Regular Meeting of the Town Board

Minutes

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

Francina J. Spoth
Town Clerk

Tuesday, September 30, 2025 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on September 30, 2025 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Shawn Lavin	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	Town of Amherst	Councilmember	Absent	
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	

V. MINUTES APPROVAL

1. Monday, September 15, 2025

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Supporting Fire Prevention Week – October 5 – 11, 2025

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2025-809

Demolition of 667 Emerson Drive - Unsafe Building

Kindly adopt the following resolution after the Public Hearing has been closed:

WHEREAS, the property at 667 Emerson Drive has been deteriorating for a significant period of time; and

WHEREAS, the Commissioner of Building has determined that in accordance with Section 151-56A of the Property Maintenance Code of the Town of Amherst, the dwellings have become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and that it is unreasonable to repair the structures, that the dwellings should be demolished; and

WHEREAS, that in accordance with Section 151-53 of the Property Maintenance Code, the appropriate persons and entities have been put on notice that the dwellings and accessory structures must be either demolished or brought into compliance with all applicable codes by September 15, 2025; and

WHEREAS the dwelling and accessory structures were not brought into compliance or demolished by the September 15th, 2025 deadline;

THEREFORE BE IT RESOLVED that the Town Board adopts the attached SEQR determination as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and

BE IT FURTHER RESOLVED that the Town Board authorizes the demolition of 667 Emerson Drive.

9/30/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. The public hearing was opened at 7:01 PM.

Mark Berke, Commissioner of Building and Bill Prenevau, Code Enforcement Officer, presented.

The following residents spoke:
Frank Pasztor, 37 Monarch Dr
Helen Kurzdorfer, 55 Manser Dr
David Kowal, 16 Empress Ave
Matt Plunkett, 299 Northill Dr

A motion to approve the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 4-0.

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

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

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

2. Resolution 2025-702

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

DRAFT RESOLUTION
September 15, 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 General Business District (GB).

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.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 10/14/2025 7:00 PM**
MOVER:	Shawn Lavin, Deputy Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala	
ABSENT:	Marinucci	

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. **9/11 Commemoration Committee**

   Membership is unlimited.

2. **Amherst Committee on Disabilities**

3. **Amherst Community Diversity Commission**

4. **Amherst Conservation Advisory Council**

5. **Amherst Government Financial Advisory Board**

6. **Amherst Industrial Development Agency**

   Membership is full.

7. **Amherst Veterans Committee**

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

9. **Board of Assessment Review**

   Membership is full.

10. **Board of Electrician Examiners**

    Membership is full.

11. **Board of Ethics**

    Membership is full.

12. **Board of Plumbing and Drainage Examiners**

    Membership is full.

13. **Design Advisory Board**

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

15. **Employee Suggestion Review Committee**

16. **Energy Conservation Citizens Advisory Committee**

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

18. **Glen Park Joint Board**

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

20. **Information Technology Advisory Committee**

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

22. **Minority / Woman Owned Business**

23. **Open Government Advisory Board**

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

25. **Recreation Commission**

26. **Recycling and Waste Committee**

27. **Senior Services Advisory Board**

28. **Traffic Safety Board**
    Membership is full.

29. **Youth Board**
    Adult vacancies (6), Youth vacancies (0)

30. **Zoning Board of Appeals**
    Membership is full.

X. PUBLIC EXPRESSION

This is an opportunity for residents to <u>comment</u> on matters involving Amherst

other than those pertinent to Public Hearings that day. Speakers will be limited to 3 minutes.

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. Public Expression was opened at 7:21 PM.

The following speakers addressed the Town Board:
Bill Blake, Snyder – Proposed Eggertsville youth center
Andrea Morgante, Getzville – lack of transparency
David Prisaznuk, 260 Schoelles Rd - Special district fire taxes
Amber Sastry, 16 Pharaohs Ct - Youngs Road pedestrian path
Surya Sastry, 16 Pharaohs Ct - Youngs Road pedestrian path
Kirah Sastry, 16 Pharaohs Ct - Youngs Road pedestrian path
Angali Sartry, 16 Pharaohs Ct - Youngs Road pedestrian path
John O'Brien, 72 Collins Ln - Resolution 2025-702
Melissa Semidey Finley, 71 S Parish Ct - Resolution 2025-702
Robert Semidey, 33 Collins Ct - Resolution 2025-702
Kathleen Semidey, 33 Collins Ct - Resolution 2025-702
Pamela Henderson, 9 Collins Ct - Resolution 2025-702
Jane Arnold, 62 Dauphin Dr -Youngs Road pedestrian path
Matthew Bradley, 184 Viscount Dr - Youngs Road pedestrian path
Matt Plunkett, 299 Northill Dr – Westwood
Helen Kurzdorfer, 55 Manser Dr - trees on Emerson Dr

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

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2025-810

Elected Officials' Salaries for 2026 Fiscal Year

BE IT RESOLVED, that Elected Officials' salaries be set for the 2026 fiscal year as follows:

	2025 Salary	2026 Proposed
Supervisor	$105,000	$105,000
Councilmembers	$35,000	$35,000
*Deputy Supervisor	$4,000	$4,000

Town Clerk	$82,000	$82,000
** Records Management Officer Stipend	$20,000	$20,000
*** Registrar of Vital Statistics Stipend	$3,000	$3,000
Highway Superintendent	$105,000	$105,000
Town Justices	$102,000	$102,000
****Substance Abuse Court Stipend	$25,000	$25,000

BE IT FURTHER RESOLVED, that these salaries be part of the preliminary budget and be published as part of the public hearing notice(s) for the 2026 budget.

*Stipend for Deputy Supervisor
**Stipend for Town Clerk
*** Stipend for Town Clerk
****Stipend for each Town Justice

9/30/2025
Consent

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

2. Resolution 2025-811

Amendment to Resolution 2025-629 Adoption of Local Law to Amend the Zoning Map (46, 54, 60, 68, 74 & 84 South Linden Street Right-Of-Way, Z-2025-01)

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 May 15, 2025 that the proposed Multifamily Residential District Five (MFR-5) zoning at 46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way is consistent with the adopted Bicentennial Comprehensive Plan, as amended; and be it further

RESOLVED, that on or about August 18, 2025, the Town Board adopted a unanimous resolution amending the Town Zoning Map to Multifamily Residential District Five (MFR-5) with conditions; and be it further

RESOLVED, that the Town Board hereby amends said resolution of approval by eliminating the two conditions of approval; and be it further

THEREFORE BE IT RESOLVED, that in accordance with Section 203-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning Map.

RESULT:	**WITHDRAWN**

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2025-812

Northern Erie Sno-Seekers License Agreement (CRS #5829)

AGENDA ITEM : SEPTEMBER 30th, 2025

TO: **Town Board**

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

DATE: **September 22, 2025**

RE: **2025-2028 Agreement Between Northern Erie Sno-Seekers, Inc., the Town of Amherst and Buffalo Niagara Heritage Village (CRS #5828)**

Kindly adopt a resolution authorizing the Supervisor to sign the attached License Agreement with respect to the above-entitled matter pending successful completion of the CRS. This License Agreement authorizes this organization to use the licensed area for a snowmobile trail on the Oakwood Golf Course.

Thank you.

NMB:hs
Attachment
c: Timothy Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item – September 30, 2025**)
Dr. Carrie Stiver, Director, Buffalo Niagara Heritage Village *(w/attachment)*

9/30/2025
Consent

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

2. Resolution 2025-813

Host Community Agreement - (NED-New Energy Solar 8 LLC (1050 New Road) (CRS #5828)

AGENDA ITEM: SEPTEMBER 30th, 2025

TO: **Town Board**

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

DATE: **September 24, 2025**

RE: **Host Community Agreement – NED-New Energy Solar 8, LLC Property Located At 1050 New Road (CRS #5828)**

Kindly adopt a resolution authorizing the Supervisor to sign the attached Host Community Agreement for a solar energy project located at 1050 New Road.

Thank you.

NMB:hs
Attachment
c: Timothy Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item – September 30, 2025**)
Jeff Palumbo, Esq., (*w/attachment,* **Via E-Mail (JPalumbo@blockandlongo.com**)

9/30/2025
Consent

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

B. TOWN CLERK:

1. Resolution 2025-814

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.

9/30/2025
Consent

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

2. Resolution 2025-815

Update the Amherst Sponsored Fire Districts Length of Service Award Program (LOSAP) Policy Manual

WHEREAS, the Town Board of the Town of Amherst has 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 Ellicott Creek, Getzville, Main Transit, North Amherst and North Bailey Protection Districts; and

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

WHEREAS, the Town of Amherst in consultation with Ellicott Creek, Getzville, Main Transit, North Amherst and North Bailey Protection Districts have identified the need to update and amend the LOSAP Policy Manual to reflect changes to the program since it was established in 1992. All of the changes to the program 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 Board in consultation with Ellicott Creek, Getzville, Main Transit, North Amherst and North Bailey Protection Districts hereby approves the updates to the LOSAP Policy Manual, as detailed in Exhibit A with cover pages 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.

9/30/2025
Consent

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

3. Resolution 2025-816

Amusement License - KaLu Salon & Spa

Request by KaLu Salon & Spa for a First Class Amusement License to hold an event:
October 4, 2025, 2874 Niagara Falls Blvd, from 1PM until 5PM.
Supervising Code Enforcement Officer recommends a fee of $25.00.

The following conditions apply:

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

9/30/2025
Consent

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

C. ASSESSOR:

1. Resolution 2025-817

Approve Travel for Conference

Please approve the attached travel requests for Assessor and Deputy Assessor.

9/30/2025
Consent

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

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2025-818

Award of Bid - Radiant Heater Replacement CRS ID #5837

WHEREAS, the Facilities/Building Maintenance Department received bids on September 18, 2025 for Capital Improvements at the Amherst Highway Garage; 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 Facilities/Building Maintenance Department to award this contract to Willett Builders, Inc. in the amount of $45,500.00; and

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

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

9/30/2025
Consent

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

2. Resolution 2025-819

Change Order – Anastasi Trucking 30 S. Cayuga - Exterior Stairs

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, a new metal conduit will be placed below the concrete stair to allow for future data/electrical connections between Town Hall and 30 S. Cayuga.

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

Approval is contingent upon the successful completion of the Contract Routing System, CRS #5838.

9/30/2025
Consent

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2025-820

Budget Transfers and Amendments

For September 30, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 09/24/2025
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:***
G9916.4090 Plant 16- Professional Svcs $12,869.39	G9916.2130 Computer Equip $12,869.39

Requested per department.

G9916.4090 Plant 16- Professional Svcs $17,232.52 G9916.2150 Bldg Improv $17,232.52
Requested per department.

N2225.1000 AMH CDBG- Personal Svcs $33,984.42 N2225.1300 Longevity $521.94
N2225.1853 AMH CDBG- Sick Incentive $1,175.28 N2225.4050 Mileage $319.54
N2225.8030 AMH CDBG- FICA $1,094.47 N2225.8010 Retirement $9,820.80
N2225.8050 Med Ins $24,648.08
N2225.8051 Dental $869.10
N2225.8052 Vision $74.71
Requested per department.

A1345.4025 Finance- Print/Adv/Lease $200.00 A1345.2100 Furniture $200.00
Requested per department.

BUDGET AMENDMENTS – 2025

INCREASE: ***INCREASE***

N2444.02785 CHEEK HOME- PI $39,622.50 N2444.4000 Contractual $39,622.50
N2449.02785 HOME Admin- PI $4,402.50 N2449.4003 10% Admin $4,402.50
To recognize Community Development program income from 73 Fairvale, Cheektowaga.

N0001.20092 CDBG Income 25/26 $625,669.00 See attached detail $625,669.00
N0001.20093 Amherst HOME 25/26 $335,439.93 See attached detail $335,439.93
N0001.20094 Cheektowaga HOME 25/26 $501,579.96 See attached detail $501,579.96
N0001.20095 Tonawanda HOME 25/26 $1,579.96 See attached detail $1,579.96
To setup 2025 / 2026 CDBG and HOME budget amounts for CRS# 5801 (CDBG) & CRS# 5802 (HOME), pending release of funds from HUD.

9/30/2025
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2025-821

NYS OGS Contract with Genuine Parts Company Dba NAPA Auto Parts - CRS #5795

WHEREAS, the Contract Compliance and Administration Department is requesting approval to piggyback on the NY State OGS contract Award #23362, Group #30310 for Vehicle and Equipment Parts and Related Products with Genuine Parts Company dba NAPA Auto Parts; and

WHEREAS, the contract will be effective through August 5, 2030;

THEREFORE BE IT RESOLVED, The Town Board approves the contract and authorizes the Supervisor to sign the contract with Genuine Parts Company dba NAPA Auto Parts.

9/30/2025
Consent

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

2. Resolution 2025-822

Extension of Golf Management Agreement - CRS #5800

WHEREAS, Troon New York, LLC has agreed to extend the Golf Management contract (Original CRS #2491) for a period of 3 years;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the Golf Management contract with Troon New York, LLC through March 7, 2029; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Troon New York, LLC.

9/30/2025
Consent

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

3. Resolution 2025-823

Extension of Bid #2023042 Town Wide Undercoating - CRS #5809

WHEREAS, Rustkote LLC has agreed to extend the Town Wide Undercoating contract for an additional two-year term (Original CRS #4358);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the Town Wide Undercoating contract with Rustkote LLC through October 29, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Rustkote LLC.

9/30/2025
Consent

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

4. Resolution 2025-824

Award Bid #2025036 PowrLiner 6955 Line Striper with LazyLiner Elite - CRS #5820

WHEREAS, the Contract Compliance and Administration Department received bids on September 11, 2025 for (1) PowrLiner 6955 Line Striper with LazyLiner Elite; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to The Sherwin-Williams Company; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with The Sherwin-Williams Company.

9/30/2025
Consent

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

H. COURT:

1. Resolution 2025-825

Justice Court Grant Resolution

Please authorize the Amherst Court Administrator to apply for the 2025-26 Justice Court Assistance Program Grant.

9/30/2025
Consent

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

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2025-826

Change Order No. 2 – Concrete Applied Technologies Corp. N. Forest Road / W. Klein Road Intersection Pedestrian Improvements Town of Amherst Job # 930069A CRS #5817

We are requesting Town Board approval of Change Order No. 2, which calls for a $22,035.35 increase in the contract amount. This Change Order is necessary to account for underground utility conflicts, with additional test pits and adjustment of curb ramps and gutter as a result. Additional work included replacement of signal wire and heads after it became apparent that current signal equipment was past its useful life and not installed according to current best practices. After this adjustment, the final cost of this contract will total $154,605.35.

May we please have approval for Change Order No. 2 for an increase in the contract price? This change order increase of $22,035.35 is available from a combination of accounts KP2235-4972 & KP2011-4972 at a split of $7,178.35 and $14,857.00, respectively.

Thank you for your consideration.

9/30/2025
Consent

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

2. Resolution 2025-827

Utility Mark-Out and Subsurface Mapping (2025-2027) Town Job # 2023.036A / CRS ID #5834

The Engineering Department issued a Request for Proposals/Qualifications to seven (7) mark-out companies for a two-year contract to perform utility mark-outs and subsurface mapping. These services support our design and construction efforts by identifying underground utilities and updating Town asset records.

Following a review of the four (4) proposals received (see attached tabulation and selection scoring), the Engineering Dept. recommends and requests approval of the rates shown below proposed by Ravi Engineering & Land Surveying, P.C. to provide:

. Underground utility mark-outs, section 4.2, items 9-14:

Item #	**Section 4.2 Items**	**Year 1**	**Year 2**
9	Electrical Lines per hour	$114	$121
10	Communication Lines (fiber) per hour	$114	$121
11	Waterline per hour	$114	$121
12	Sanitary Force Main per hour	$114	$121
13	Gravity Force Main per hour	$114	$121
14	Storm Sewer per hour	$114	$121

2. Subsurface utility mapping, section 4.3, items 15-20:

Item #	**Section 4.3 Items**	**Year 1**	**Year 2**
15	Electrical Lines per hour	$114	$121
16	Communication Lines (fiber) per hour	$114	$121
17	Waterline per hour	$114	$121
18	Sanitary Force Main per hour	$114	$121
19	Gravity Force Main per hour	$114	$121
20	Storm Sewer per hour	$114	$121

Funding will be project-specific and drawn from various accounts as needed across the Town. Contract execution is anticipated on October 10th, and as such the agreement will be active through September 30, 2027. This request is pending successful completion of contract review process.

9/30/2025
Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2025-828

Contract with VCS - CRS #5827

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst approves this contract with VCS, Visual Computer Solutions Inc software, for the time keeping and scheduling software system.

The Town of Amherst contract is for the period of 11/01/25 through 10/31/2026 and includes the SAAS renewal time keeping service to include time sheets and scheduling.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract which is subject to the Contract Routing System (CRS#5827).

9/30/2025
Consent

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

2. Resolution 2025-829

Titan Fence Contract for Backstop at Briarhurst Park - CRS #5814

Please Authorize the Supervisor to sign an agreement between the Town of Amherst and Titan Fence Corporation for the purchase and installation of a backstop at the Briarhurst Park Baseball Field.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract which is subject to the Contract Routing System (CRS #5814).

9/30/2025
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2025-830

Construction Project Manager/Engineering Department

Please appoint a Construction Project Manager to the Engineering Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 1, 2025 at an annual salary of $89,517.01, Grade 2, Step E of the Exempt Non-Department Head Salary Schedule for Jessica Boudreau.

This is a permanent appointment for an employee currently serving Provisionally.

9/30/2025
Consent

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

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2. Resolution 2025-831

Construction Project Manager/Engineering Department

Please appoint a Construction Project Manager to the Engineering Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil

Service Rule XIII. Effective October 1, 2025 at an annual salary of $91,754.94, Grade 2, Step F of the Exempt Non-Department Head Salary Schedule for Christopher Schregel.

This is a permanent appointment for an employee currently serving Provisionally.

9/30/2025
Consent

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

3. Resolution 2025-832

Leave of Absence Without Pay/Police Department

Please authorize a Leave of Absence Without Pay for Military Duty to Matthew Holt, Police Officer in the Police Department. Effective October 1, 2025 through July 22, 2026.

9/30/2025
Consent

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

4. Resolution 2025-833

Youth Services Program Coordinator/Youth & Recreation

Please appoint a Youth Services Program Coordinator to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective October 1, 2025, at an annual salary of $50,807, Grade 10, Step C for Terri L. Ruh.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

9/30/2025
Consent

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

5. Resolution 2025-834

File Clerk/Youth & Recreation

Please appoint a File Clerk to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective October 1, 2025, at an annual salary of $34,084, Grade 1, Step C for Shelby Richter.

This is a promotion for a current employee serving as Messenger.

9/30/2025
Consent

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

6. Resolution 2025-835

Appointment of Acting Town Assessor

BE IT RESOLVED that Emily Murphy be appointed as acting Town Assessor for a period effective October 1, 2025 through February 28, 2026 at an annual salary of $124,329.19, Grade 2, Step F of the Exempt Department Head Salary Schedule for Emily Murphy.

9/30/2025
Consent

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

7. Resolution 2025-836

CFAOA Collective Bargaining Agreement 2025-2029

Please adopt a resolution authorizing the Supervisor to sign the Collective Bargaining Agreement between the Town of Amherst and the Central Fire Alarm Association (CFAOA) for years 2025 through 2029.

CFAOA has ratified this settlement.

9/30/2025
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2025-837

Amherst Veterans Memorial Engraving CRS #5812

To authorize the Supervisor to Execute an Agreement with Leon Komm & Son for the Engraving of Veterans Names on the Amherst Veterans Memorial.

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

WHEREAS, Town Board Resolution #2021-458, approved on May 17, 2021, executed an agreement with Leon Komm and Son for engraving services that expires on December 31, 2025, and

WHEREAS, a Request for Quotes was sent to stone cutting vendors and the Town received one price from Leon Komm & Sons,

NOW THEREFORE BE IT RESOLVED, that subject to successful completion of the contract review process, the Amherst Town Board hereby authorizes the Supervisor to execute a new agreement with Leon Komm & Son for engraving the names of Veterans on the memorial wall until 2030, and be it further

RESOLVED, that the agreement is valid through the end of the year 2030 at a cost of $150 per name in 2026, $155 per name in 2027 and 2028, and $160 per name in 2029 and 2030.

9/30/2025
Consent

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

2. Resolution 2025-838

To Authorize the Supervisor to Execute a Contract Extension with the Harrison Studio for the Provision of Underwriting Services CRS #5007

WHEREAS, the Town, as a recipient of HOME Investment Partnership Funding (HOME) funds, created a HOME Rental Housing Development Subsidy program to incentivize affordable rental housing development in town, and

WHEREAS, the Town requires professional underwriting services to ensure financial feasibility and financial need of applicant projects under the program, as well as governmental compliance with HUD regulations under 24 CFR 92.250(b) and CPD Notice 15-11 HOME Underwriting and Subsidy Layering guidelines, and

WHEREAS, a contract for underwriting services was approved at the Town Board meeting of August 19, 2025 between the Town and The Harrison Studio that will not exceed $8,000, and

WHEREAS, Community Development would like to extend this agreement, in term only, for an additional two years with the same hourly rates through December 31, 2027, now therefore be it

RESOLVED, that subject to the satisfactory completion of the contract routing process, the Town Board hereby authorizes the Town Supervisor, to enter into the contract extension with The Harrison Studio for the provision of underwriting services for the period January 1, 2026 through December 31, 2027 at a contracted amount not to exceed $8,000.

9/30/2025
Consent

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

Q. POLICE:

1. Resolution 2025-839

Training & Travel Request 2025 Highway Safety Symposium

TOWN BOARD AGENDA ITEM : SEPTEMBER 30, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
2025 Highway Safety Symposium

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled training course. This course is being held in Oswego, New York from October 14, 2025 through October 17, 2025. The cost for this training and travel is $1,381.60.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: September 30, 2025)**

9/30/2025
Consent

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

R. SENIOR SERVICES:

S. SEWER/PLANT 16:

1. Resolution 2025-840

Change Order No. 2 - Increase of $3,746.00 MLP Plumbing & Mechanical, Inc. WPCF: HVAC Facility Improvements, Phase 4 Town of Amherst Project No. 2017.002D CRS #5830

The Engineering Department requests the Town Board approve the above referenced change order, which calls for a $3,746.00 increase in the contract price. This change order will cover the costs associated with furnishing and installing new inline pump in Building No. 10. While removing the existing circulation pumps and valves during construction, it was determined that pump #3 was nearing failure. These items were unknown at the time of bidding, and are necessary in order to have a properly working boiler system.

Funding for this request is available from the following source:

G-9916-2600 $3,746.00

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

Thank you for considering our request.

9/30/2025
Consent

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

2. Resolution 2025-841

Erie County Piggyback Contract Extension Cured-In-Place Pipe Lining Services CRS No. 5816

The Engineering Department is requesting that the Town Board authorize an agreement to extend the piggyback to Erie County contract 222253-02 with United Survey, Inc. for Cured-In-Place Pipe Lining services. The services of this contract will be utilized to re-line sections of the Town's sewer system. This contract will be valid through April 12, 2027.

Funding for this contract will be Town-wide and various and inclusive of a bond account KP2516-4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

9/30/2025
Consent

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

3. Resolution 2025-842

Auction of Sewer Maintenance Surplus Equipment

The Sewer Maintenance Division is seeking to participate in the Auctions International online auction to dispose of old and surplus equipment.

The following equipment is slated for auction:

	ID	Description	VIN/Serial #	Condition
1.	E-086	2012 Ford F250 SD 4x4 Supercab	1FT7X2B67CEA71520	Poor
2.	E-110	1993 SRECO Easement Machine	EMSP-6D-93124	Fair

Proceeds from the sale of both will be allocated to the Sewer Maintenance revenue budget.

9/30/2025
Consent

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

4. Resolution 2025-843

Purchase of Weather Station and Mounting Pole Kit Davis Instruments

The Engineering Department WPCF division is requesting Town Board approval to purchase a weather station and mounting pole kit as per the attached quote totaling $1,655.00. This purchase will help the WPCF document localized weather conditions which will be used for odor response and diagnosis.

Funds are available in Account G9916-2600.

Thank you for considering our request.

9/30/2025
Consent

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

T. YOUTH AND RECREATION:

1. Resolution 2025-844

Sheltering Agreement - Mill Middle CRS #5811

Authorize the Town Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Williamsville Central School District for emergency sheltering use of the Williamsville Youth and Family Center.

9/30/2025
Consent

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

2. Resolution 2025-845

Approve Piggyback Contract for Mfg Playground Equipment CRS #5839

WHEREAS, the Youth & Recreation Department is requesting approval to piggyback on Sourcewell Contract #010521-LTS with Denzak Recreational Design & Supply Inc for Commercial Playground Manufacturer Equipment and

WHEREAS, the contract terms will be from February 15, 2021 through February 17, 2026.

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Denzak Recreational Design & Supply Inc; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System, CRS#5839 and the Town Attorney approval.

RESULT:	**WITHDRAWN**

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2025-92

Communication - Main Transit Fire Dept. - Supplemental Insurance

Please refer to the attached letter from Main-Transit Fire Department's President Stachura with regard to the Town Board being in support of enhancing the Cancer Insurance Coverage for firefighters in the Town of Amherst in 2026.

9/30/2025
Referred to Finance

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

2. Communication 2025-93

Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway

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

9/30/2025
Referred to Town Attorney

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

3. Communication 2025-94

Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive

Letter from Sean Hopkins, Esq. regarding the proposed multi-family project at 2190-2220 Wehrle Drive.

9/30/2025
Received & Filed

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

4. Communication 2025-95

Correspondence from Joe Voytovich - Budget Timeline

Letter from Joe Voytovich regarding the budget timeline.

9/30/2025
Received & Filed

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

5. Communication 2025-96

Notice of Claim: Progressive A/S/O Nicole M Heckler Vs. Town of Amherst

9/30/2025
Referred to Town Attorney

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

6. Communication 2025-97

Notice of Order to Show Cause and Petition: Karen Cuevas Vs. Town of Amherst

9/30/2025
Referred to Town Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

1. Resolution 2025-846

Public Improvement Permit No. 3158 Storm System – 580 Crosspoint/3750 Millersport Highway 1996.018N/SP-2019-13_A

Attached please find an application for a Storm System Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $3,150.00.

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 $3,000 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. 3158.

Thank you for considering this request.

9/30/2025
Consent

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

XVII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. Public Expression was opened at 8:16 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 4-0. Public Expression was closed at 8:16 PM.

XVIII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 3 unlisted items. The motion was seconded by Deputy Supervisor Lavin and unanimously approved 4-0. Suspension of Rules was opened at 8:16 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Berger and unanimously approved 4-0. Suspension of Rules was closed at 8:18 PM.

1. Resolution 2025-847

Back Wages Agreement – US Department of Labor

Suspension to Town Board Agenda of September 30, 2025

TO: The Honorable Town Board

FROM: Robert P. McCarthy, Director of Human Resources

DATE: September 30, 2025

RE: **Back Wages Agreement – US Department of Labor**

Please authorize the Supervisor to sign the attached agreement with the US Department of Labor for the payment of back wages to fourteen employees.

9/30/2025
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:	Kulpa, Lavin, Berger, Szukala
ABSENT:	Marinucci

2. Resolution 2025-848

Playground Equipment CRS #5839

SUSPENSION AGENDA ITEM: September 30, 2025

TO: Town Board

FROM: Shawn Lavin, Deputy Supervisor

DATE: September 30, 2025

RE: **Playground Equipment CRS #5839**

WHEREAS, the Youth & Recreation Department is requesting the Supervisor to sign a contract (CRS #5839) between The Town of Amherst (Youth & Recreation Department) and Denzak Recreational Design & Supply Inc. for the provision of Miracle Recreation Equipment for the following town playgrounds: Eggertsville Community Park, Dellwood Park, Creekwood Park and Kingsgate Park. These playgrounds were originally constructed with Miracle Equipment and there are no universal parts available, so Miracle is sole source. Denzak Recreational Design is the authorized Northeast representative for Miracle.

WHEREAS, this matter is timely as there are necessary safety repairs to be made.

NOW, THEREFORE BE IT RESOLVED, that approval is pending successful completion of the Contract Routing System, CRS #5839 and the Town Attorney approval.

9/30/2025
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:	Kulpa, Lavin, Berger, Szukala
ABSENT:	Marinucci

3. Resolution 2025-849

716 Sports Complex, LLC

Suspension to Town Board Agenda of September 30, 2025

TO: The Honorable Town Board

FROM: Brian J. Kulpa, Town Supervisor

DATE: September 30, 2025

RE: 716 Sports Complex, LLC

Please authorize the Supervisor to sign an authorization letter for the purpose of allowing 716 Sports Complex, LLC and/or its consultants to file land use applications for the purpose of a proposed project to be developed on land owned by the Town of Amherst consisting of a portion of 330 Maple Road (SBL 55.03-1-10).

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

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

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. The Town Board meeting of September 30, 2025 was adjourned at 8:18 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30953 **RESOLUTION 2025-809** **ADOPTED**

Demolition of 667 Emerson Drive - Unsafe Building

Kindly adopt the following resolution after the Public Hearing has been closed:

WHEREAS, the property at 667 Emerson Drive has been deteriorating for a significant period of time; and

WHEREAS, the Commissioner of Building has determined that in accordance with Section 151-56A of the Property Maintenance Code of the Town of Amherst, the dwellings have become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and that it is unreasonable to repair the structures, that the dwellings should be demolished; and

WHEREAS, that in accordance with Section 151-53 of the Property Maintenance Code, the appropriate persons and entities have been put on notice that the dwellings and accessory structures must be either demolished or brought into compliance with all applicable codes by September 15, 2025; and

WHEREAS the dwelling and accessory structures were not brought into compliance or demolished by the September 15th, 2025 deadline;

THEREFORE BE IT RESOLVED that the Town Board adopts the attached SEQR determination as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and

BE IT FURTHER RESOLVED that the Town Board authorizes the demolition of 667 Emerson Drive.

9/30/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0. The public hearing was opened at 7:01 PM.

Mark Berke, Commissioner of Building and Bill Prenevau, Code Enforcement Officer, presented.

The following residents spoke:
Frank Pasztor, 37 Monarch Dr
Helen Kurzdorfer, 55 Manser Dr
David Kowal, 16 Empress Ave
Matt Plunkett, 299 Northill Dr

A motion to approve the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 4-0.

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

FINANCIAL IMPACT:

Costs to be added to the property owner's tax bill.

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Attachment: 09_24_2025_667 Emerson Drive demolition (RES-2025-809 : Demolition of 667 Emerson Drive - Unsafe Building)

MEMORANDUM September 24, 2025

TO: Nicole M. Burroughs, Supervising Paralegal

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

RE: SEQR Classification – Demolition of 667 Emerson Drive

The Planning Department has reviewed the action and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(42). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\09_24_2025_667 Emerson Drive demolition.docx

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

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

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

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: 09/30/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

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

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

DRAFT RESOLUTION
September 15, 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 General Business District (GB).

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.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 10/14/2025 7:00 PM**
MOVER:	Shawn Lavin, Deputy Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala	
ABSENT:	Marinucci	

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

Bevilacqua Development

PROPERTY LOCATION

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

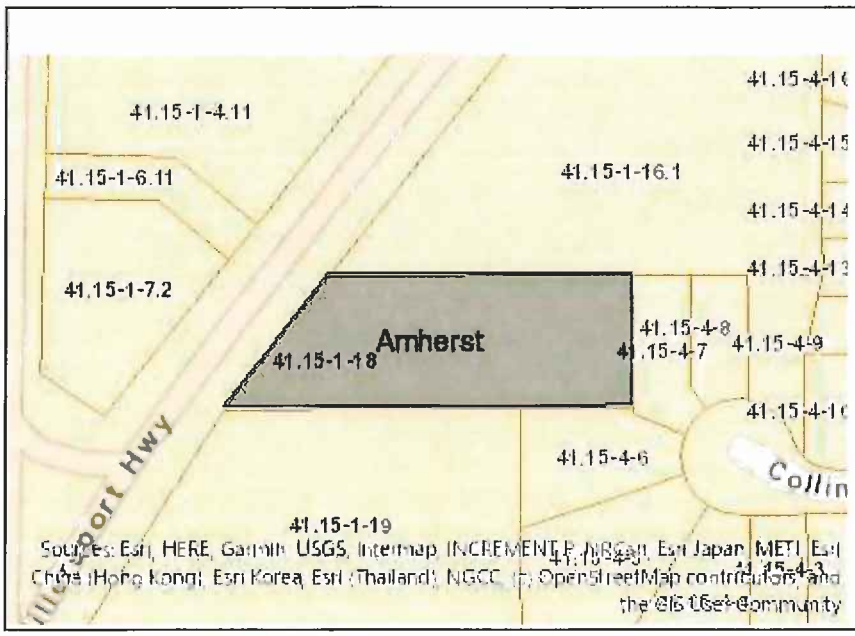
Signature: Title: engineer on behalf of the applicant

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.

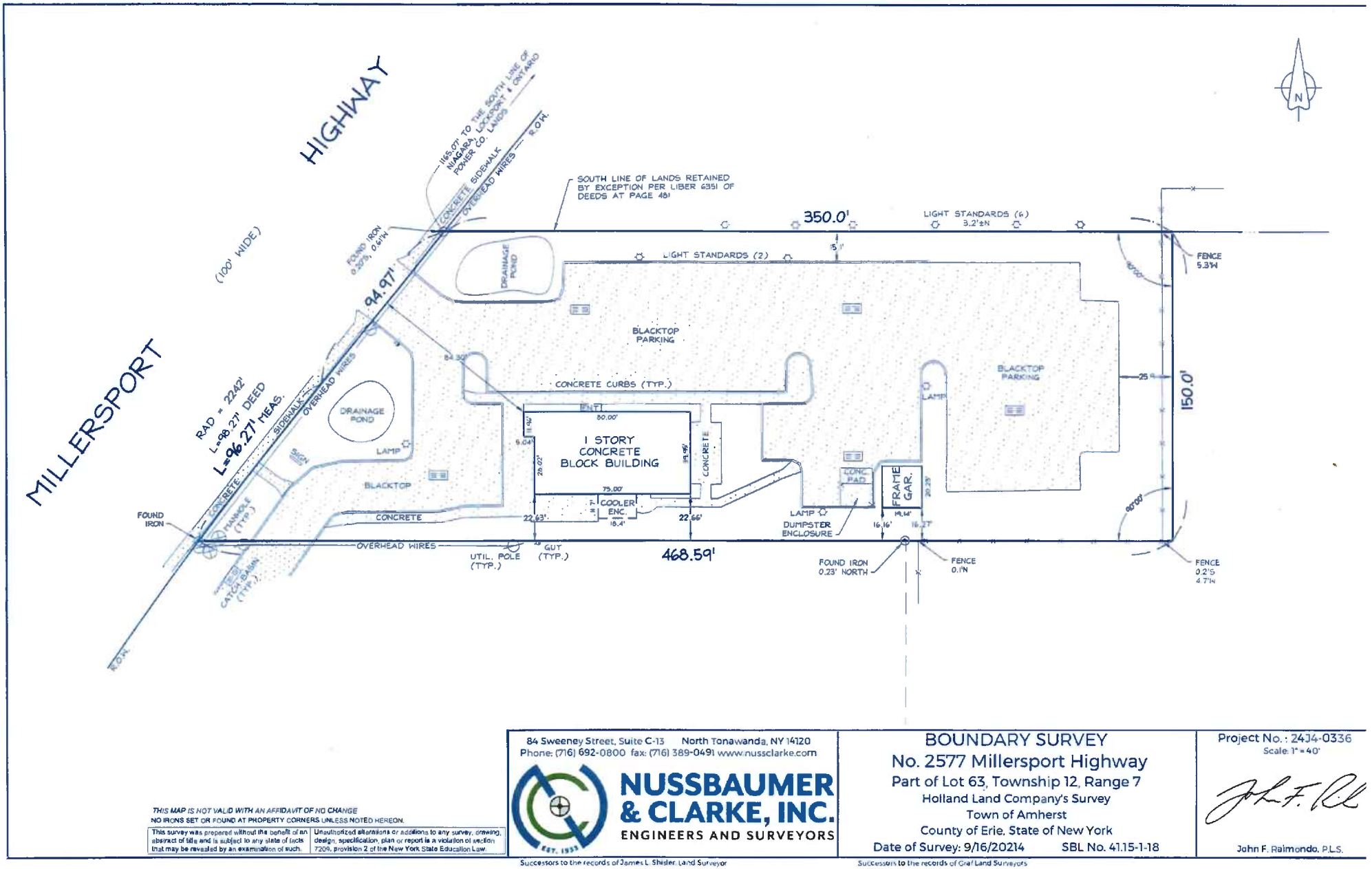
(Please note that average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

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

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.

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.

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

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)

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

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

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.

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

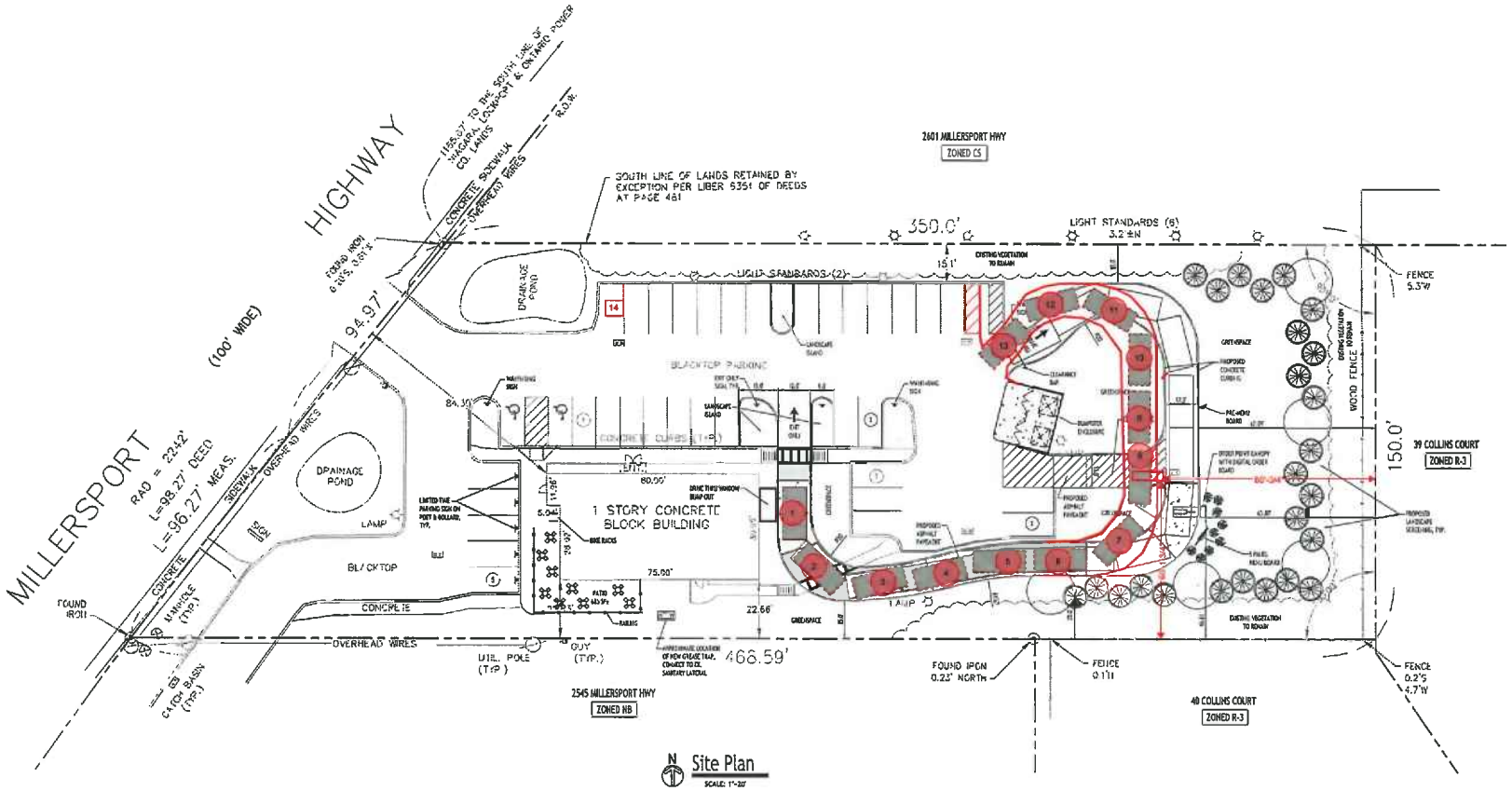
X:\Current_Planning\Files\Rezonings\Fonns\Local Law (Master).doc

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.	84.30 FT. MIN. (EX.)
FRONT (FROM ℄ OF MILLERSPORT HWY)	145 FT.	134.30 FT. MIN. (EX.)
SIDE (ABUT. RES./ NON-RES.)	15 FT. / 0 FT.	22.66 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	16
DRIVE THRU STACKING	10	15
LOCATION OF SPEAKER FROM RES.	100 FT.	46.84 FT. *
GREENSPACE		
INTERIOR PARKING GREENSPACE:	5% (0.035 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 CONCRETE CURB
NUMBER OF PARKING SPACES
PROPOSED SIGN
PROPOSED LIGHT POLE

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

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

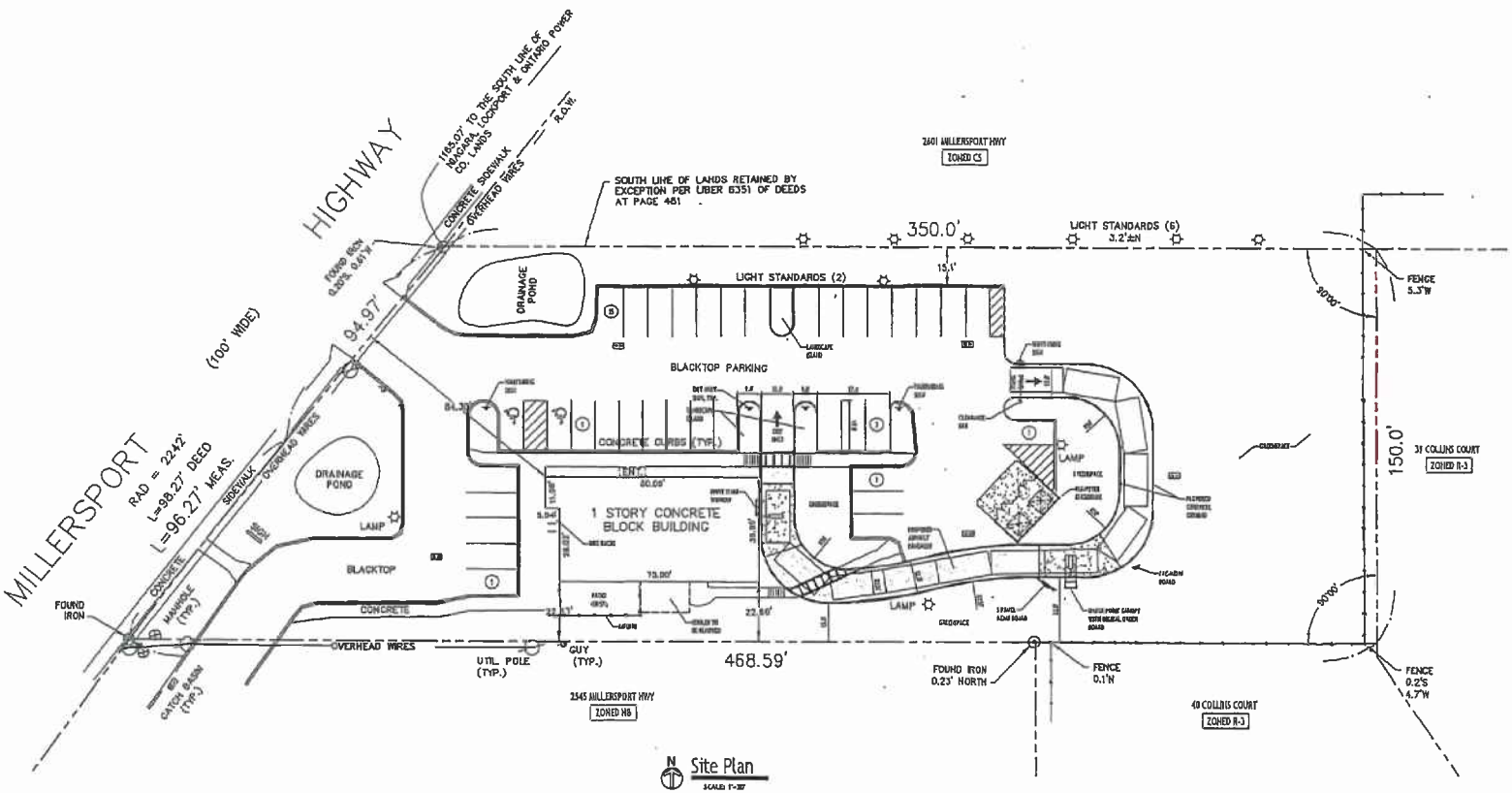
DRAWING NAME:
Site Plan
Concept

Date:
Drawn By:
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 -



Site Data		
SITE AREA = 1.4 Ac		
ZONE: HS (CHANGED FROM R-3 PER PETITION)		
DISTRICT PROPOSED USE: THREE TENANT BUILDING		
SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT	30 FT.	64.36 FT.±N. (EX.)
FRONT (CENTER LINE OF MILLERSPORT HWY)	115 FT.	154.36 FT.±N. (EX.)
SIDE (NORTH)	15 FT. / 30 FT.	22.63 FT.±N. (EX.)
REAR (SOUTH)	20 FT. / 40 FT.	+ 20 FT. (EX.)
SETBACKS - PARKING		
FRONT	10 FT.	+ 10 FT.
SIDE (NORTH)	25 FT. / 12 FT.	25.8 FT.±N.
REAR (SOUTH)	25 FT. / 15 FT.	+ 15 FT.
MINIMUM BICYCLE SPACES	3	16
STANDARD SPACES	14	12
OPEN SPACE		
EXISTING PARKING COVERAGE	7% (4,900 SQ)	16.1% (10,800 SQ)
OVERALL	30%	51.4% (35,771 SQ)

PARKING CALCULATION (per Section 103-7.3 A-F)	
RESTAURANT	
1 space per 3 seats = 44 seats / 3 = 15 spaces	
1 space per 100 sf customer area = 1,035 sf / 100 = 10 spaces	
TOTAL REQUIRED SPACES	25

ORIGINAL SITE PLAN

© CARMINA WOOD DESIGN

CARMINAWOOD DESIGN

Proposed Drive-Thru
2577 Millersport Hwy
Amherst, NY

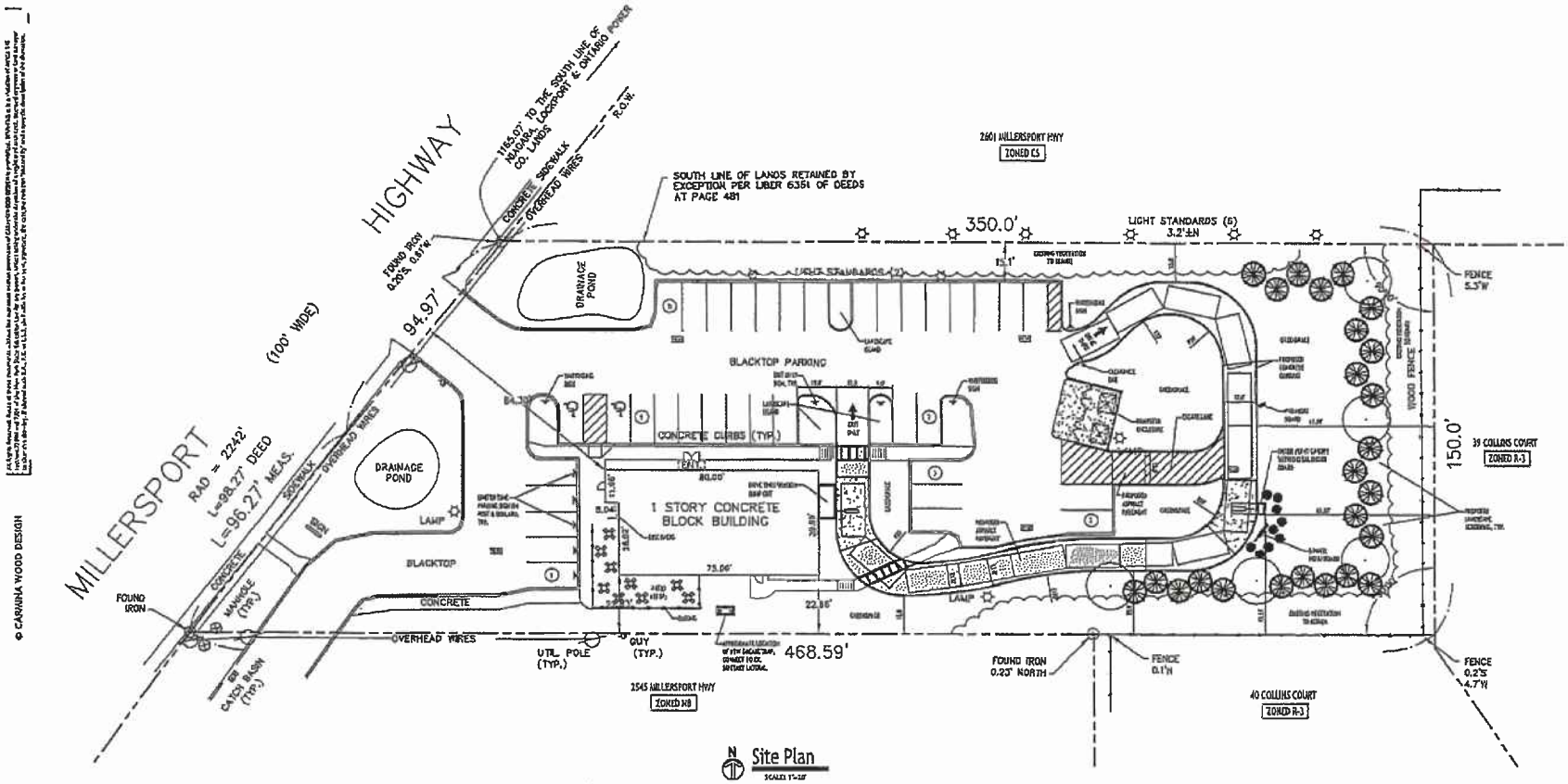
PRELIM
NOT FOR CONSTRUCTION

DRAWING NAME:
Site Plan
Concept

DRAWING NO.
C-100

Project No: 24-xxx

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



© CARMINA WOOD DESIGN

Site Data

	REQUIRED	PROVIDED
Height	35 FT.	
Front Yard (Min. of MILLERSPORT HWY)	100 FT.	
East (Adjoining Residential)	15 FT. / 50 FT.	
West (Adjoining Residential)	20 FT. / 15 FT.	
Lot Area	20 FT.	
Width (Min.)	25 FT. / 150 FT.	
Rear (Min.)	25 FT. / 150 FT.	
Total Vehicle Spaces	54	
Loading Spaces	1	
Location of Spaces from Str.	100 FT.	
Children's Play Area (Accessory)	10 (1,000 sq)	
Canopy	N/A	

REVISED SITE PLAN

CARMINA WOOD DESIGN

Proposed Drive-Thru

2577 Millersport Hwy

PRELIMINARY

DRAWING NAME: Site Plan Concept

DRAWING NO. C-1

Project No:

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 E

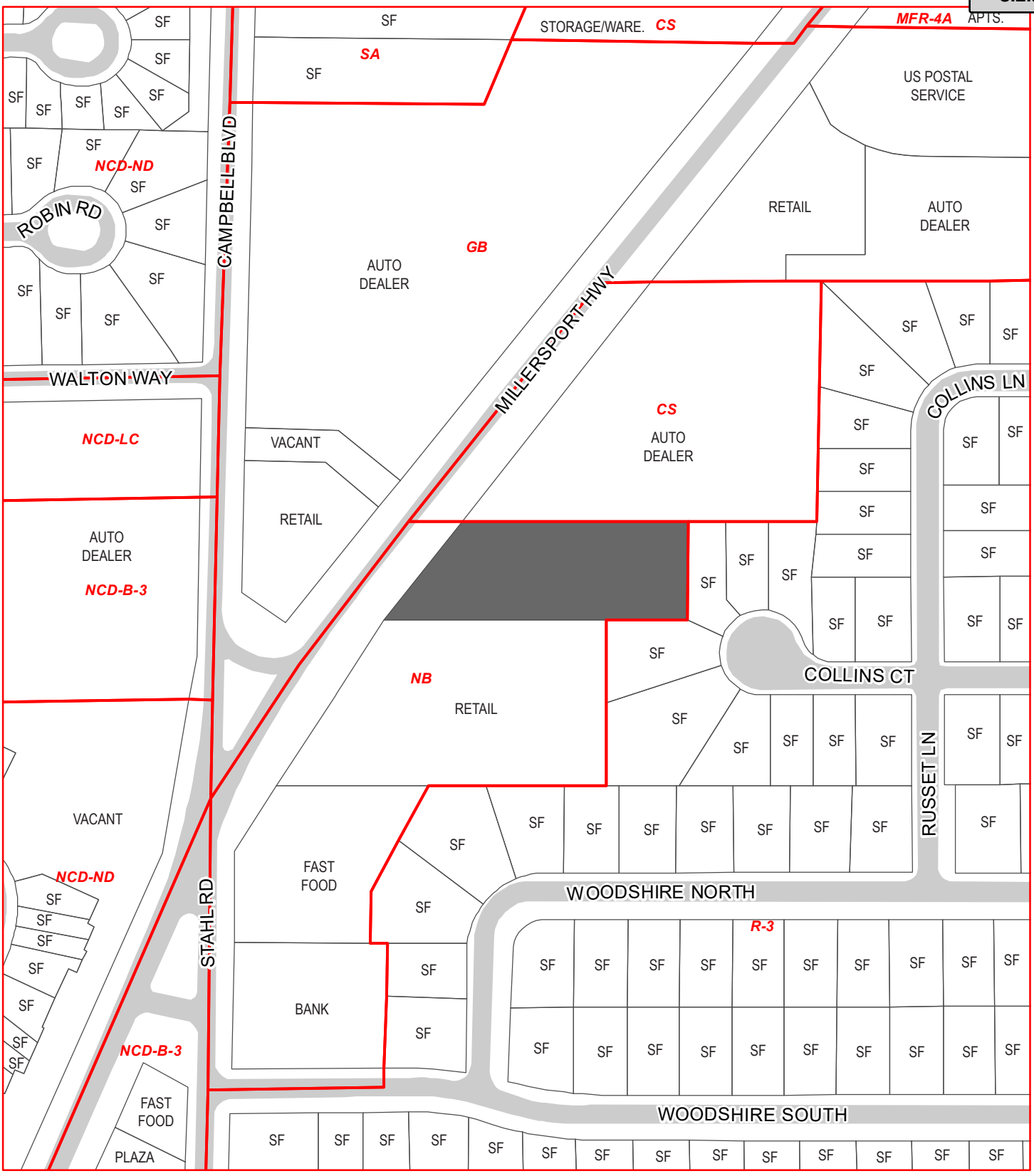
LEGAL DESCRIPTION

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

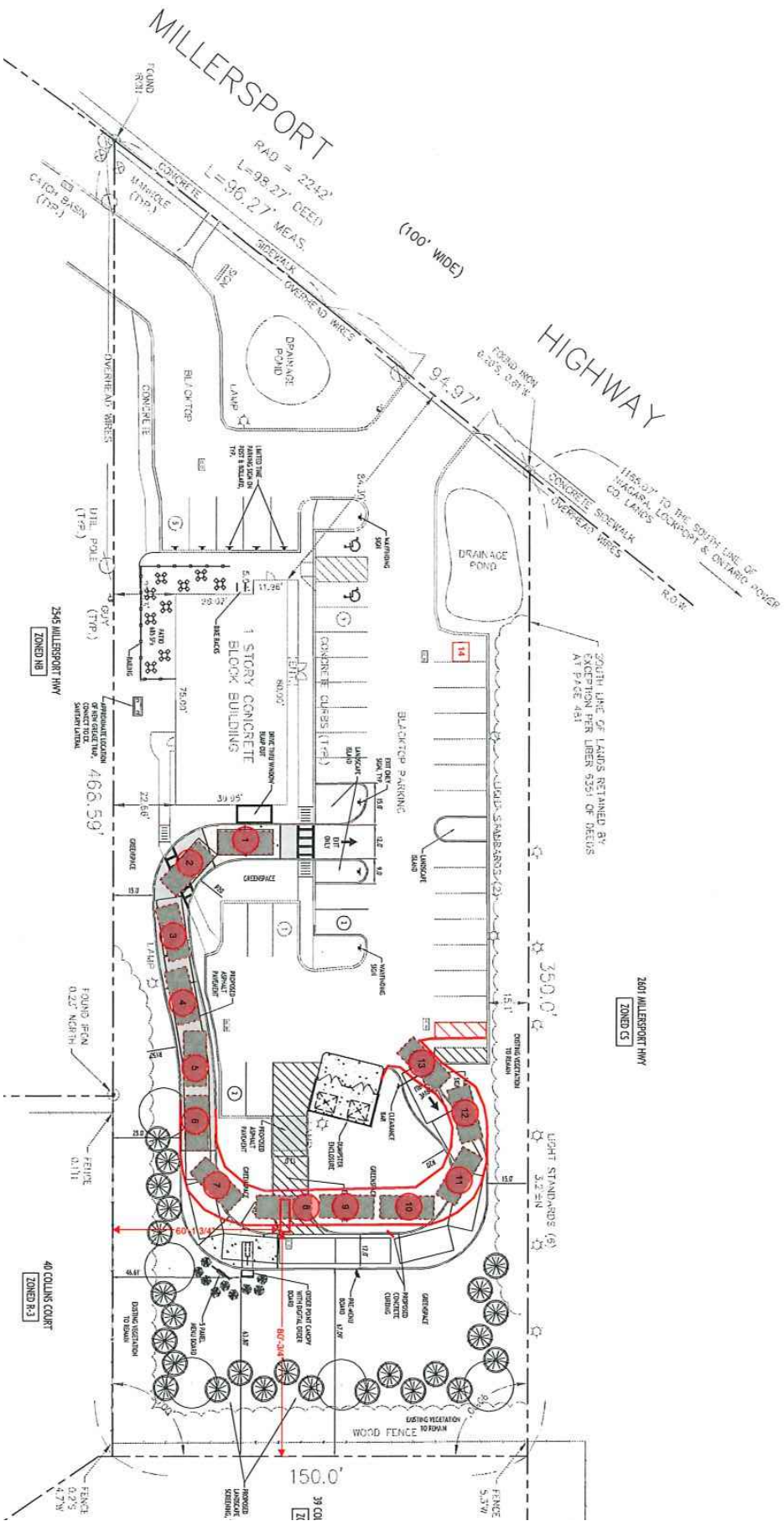
Bevilacqua Development, Petitioner

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
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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 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 Odiata, 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
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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
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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
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Amherst

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

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

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
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SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 28 2025
TOWN OF AMHERST
PLANNING DEPT.

FROM: Daniel J. Ułatowski, 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

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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

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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 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
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Vaishali Reberholt, Assistant Town Engineer
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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
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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

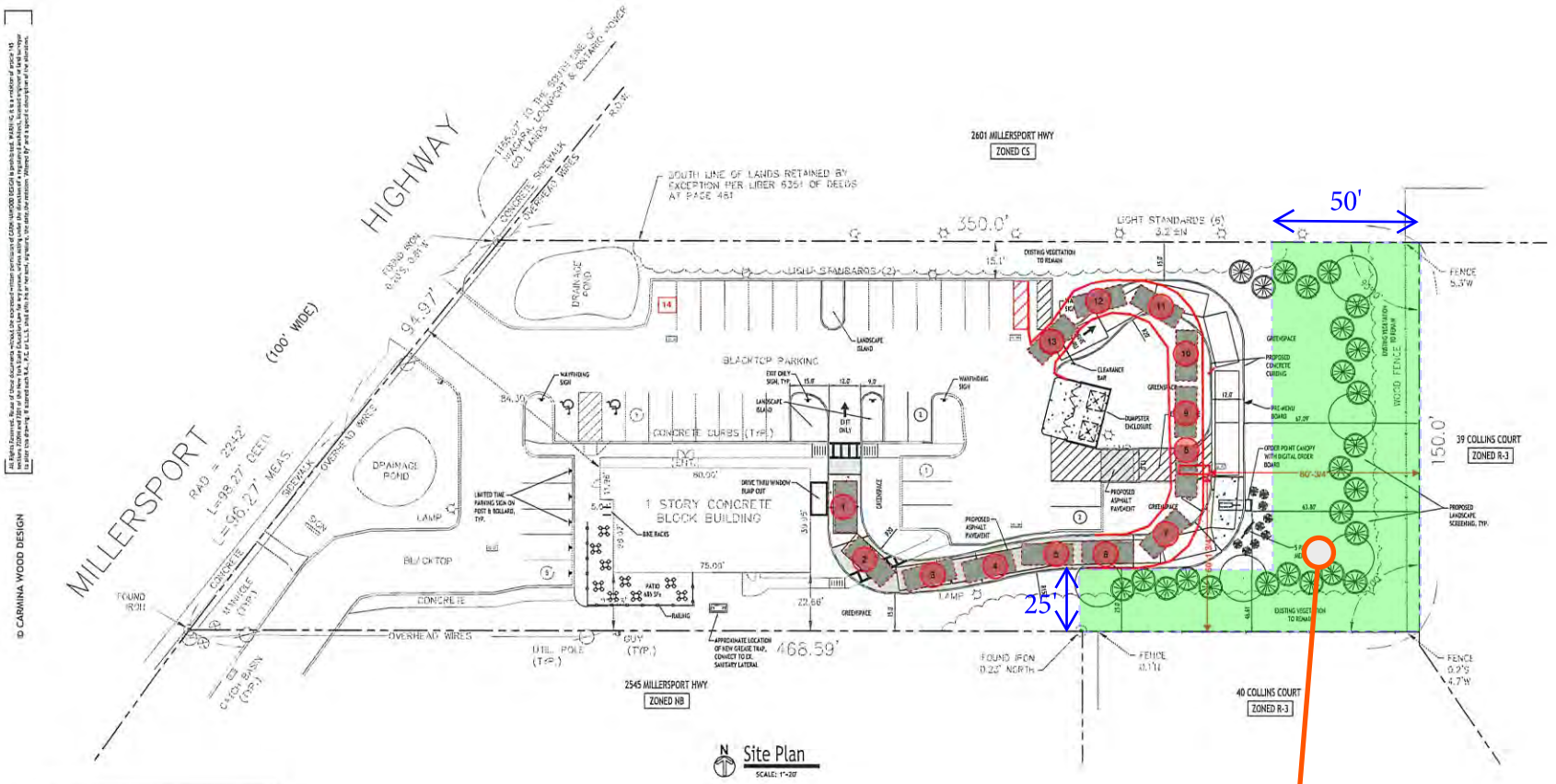
DATE: May 21, 2025

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)



© CARMINA WOOD DESIGN

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

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 = 35 seats / 3 = 19 spaces
1 space per 100 sf customer area = 1,500 sf / 100 = 15 spaces

TOTAL REQD = 19 + 15 = 34 SPACES REQD

perpetual green space subject to proposed Town deed restriction

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.

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30955 **RESOLUTION 2025-810** **ADOPTED**

Elected Officials' Salaries for 2026 Fiscal Year

BE IT RESOLVED, that Elected Officials' salaries be set for the 2026 fiscal year as follows:

	2025 Salary	2026 Proposed
Supervisor	$105,000	$105,000
Councilmembers	$35,000	$35,000
*Deputy Supervisor	$4,000	$4,000
Town Clerk	$82,000	$82,000
** Records Management Officer Stipend	$20,000	$20,000
*** Registrar of Vital Statistics Stipend	$3,000	$3,000
Highway Superintendent	$105,000	$105,000
Town Justices	$102,000	$102,000
****Substance Abuse Court Stipend	$25,000	$25,000

BE IT FURTHER RESOLVED, that these salaries be part of the preliminary budget and be published as part of the public hearing notice(s) for the 2026 budget.

*Stipend for Deputy Supervisor
**Stipend for Town Clerk
*** Stipend for Town Clerk
****Stipend for each Town Justice

9/30/2025
Consent

FINANCIAL IMPACT:

N/A. Part of preliminary budget.

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 30928 A **RESOLUTION 2025-811** **WITHDRAWN**

Amendment to Resolution 2025-629 Adoption of Local Law to Amend the Zoning Map (46, 54, 60, 68, 74 & 84 South Linden Street Right-Of-Way, Z-2025-01)

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 May 15, 2025 that the proposed Multifamily Residential District Five (MFR-5) zoning at 46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way is consistent with the adopted Bicentennial Comprehensive Plan, as amended; and be it further

RESOLVED, that on or about August 18, 2025, the Town Board adopted a unanimous resolution amending the Town Zoning Map to Multifamily Residential District Five (MFR-5) with conditions; and be it further

RESOLVED, that the Town Board hereby amends said resolution of approval by eliminating the two conditions of approval; and be it further

THEREFORE BE IT RESOLVED, that in accordance with Section 203-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning Map.

FINANCIAL IMPACT:

None

RESULT: WITHDRAWN

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30920 **RESOLUTION 2025-812** **ADOPTED**

Northern Erie Sno-Seekers License Agreement (CRS #5829)

AGENDA ITEM : SEPTEMBER 30th, 2025

TO: **Town Board**

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

DATE: **September 22, 2025**

RE: **2025-2028 Agreement Between Northern Erie Sno-Seekers, Inc., the Town of Amherst and Buffalo Niagara Heritage Village (CRS #5828)**

Kindly adopt a resolution authorizing the Supervisor to sign the attached License Agreement with respect to the above-entitled matter pending successful completion of the CRS. This License Agreement authorizes this organization to use the licensed area for a snowmobile trail on the Oakwood Golf Course.

Thank you.

NMB:hs
Attachment
c: Timothy Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item – September 30, 2025**)
Dr. Carrie Stiver, Director, Buffalo Niagara Heritage Village *(w/attachment)*

9/30/2025
Consent

FINANCIAL IMPACT:

A0001.02770 - Revenue $10.00

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this _____ day of September 30, 2025, by and between the **TOWN OF AMHERST**, 5583 Main Street, Williamsville, New York 14221, a New York Municipal Corporation, ("Licensor"), **BUFFALO NIAGARA HERITAGE VILLAGE**, 3755 Tonawanda Creek Road, Amherst, New York 14228 ("Co-Licensor"), and **NORTHERN ERIE SNO-SEEKERS INC.**, a New York Corporation, P.O. Box 165, Akron, New York 14031 ("Licensee").

WHEREAS, Licensor is the owner of Oakwood Golf Course, 3755 Tonawanda Creek Road, Amherst, New York, including the area identified in Exhibit A attached (License Area);

WHEREAS, Co-Licensor has a license to use the property located at 3755 Tonawanda Creek Road, Amherst, New York, including a portion of the area identified in Exhibit A attached;

WHEREAS, Licensee desires to use the License Area for a snowmobile trail;

WHEREAS, Licensor and Co-Licensor are agreeable to granting Licensee a license to use the License Area as a snowmobile trail under the following terms and conditions:

1.) Licensor and Co-Licensor grant to Licensee a license to use the License Area for a snowmobile trail in accordance with the Town of Amherst law, rules, and regulations.

2.) This license shall be for a three (3) year term, commencing on September 30, 2025 and ending on September 30, 2028.

3.) Licensee shall pay to Licensor the annual license fee of $10.00 ("License Fee") within thirty (30) days of the commencement of each contract year. Said fee shall be solely an administrative fee for the license. Said fee shall be made payable to the Town of Amherst and mailed to the Town of Amherst Comptroller's Office clearly noting the reason for the payment (License Fee - Northern Erie Sno-Seekers Inc.).

4.) Licensee shall maintain personal liability insurance covering the License Area and naming the Licensor as additional insured in amounts as Licensor shall reasonably require but in no event no less than **TWO MILLION DOLLARS** ($2,000,000.00) per event. Licensee shall within thirty (30) days of the commencement of each contract year present to Licensor proof of such coverage for the license year.

5.) Licensee shall annually stake the proposed snowmobile trail and will remove the stakes at the end of each winter season.

6.) Licensor shall not be liable for and Licensee agrees to indemnify, defend and forever hold harmless Licensor, its agents, servants, and employees from and against

Attachment: NorthernErieSnoSeekersContract.2052-2028 (RES-2025-812 : Northern Erie Sno-Seekers License Agreement (CRS# 5829))

claims, damages, costs (including, but not limited to Court costs and attorneys fees) resulting from injury or damage to Licensee, its agents, servants, and employees or any other persons claiming through each Licensee, unless such liabilities shall result solely from an act or omission of the Licensor, its agents, servants, or employees.

7.) Licensee shall be responsible for obtaining and maintaining all other required permits for the uses intended.

8.) Upon termination of this License Agreement and at the request of the Licensor, the Licensee shall remove any stakes and restore the property to its original earth grade condition.

9.) This license shall be for the use and benefit of the Licensee, its members, successors, and assigns.

LICENSOR: **TOWN OF AMHERST**
5583 Main Street
Williamsville, New York 14221

By: _____
Brian J. Kulpa, Supervisor

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

On the ____ day of _____, 2025, before me personally appeared **Brian J. Kulpa**, who being by me duly sworn, did depose and say that he resides in the Town of Amherst, New York, that he is the Supervisor of the Town of Amherst, New York, the corporation described herein and which executed the foregoing instrument, that he knows the seal of the said corporation, that it was so affixed by order of the Town Board and that he signed his name thereto by like order.

_____
Notary Public

Attachment: NorthernErieSnoSeekersContract.2052-2028 (RES-2025-812 : Northern Erie Sno-Seekers License Agreement (CRS# 5829))

CO-LICENSOR:

BUFFALO NIAGARA HERITAGE VILLAGE
3755 Tonawanda Creek Road
Amherst, New York 14228

By: _____
Carrie Stiver, Executive Director

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

On the _____ day of _____, 2025, before me personally appeared **Carrie Stiver**, who being by me duly sworn, did depose and say that he resides in the State of New York, County of Erie; that he is the **Executive Director** of the **Buffalo Niagara Heritage Village**, the corporation described herein and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation and that he signed his name thereto by like authority.

_____
Notary Public

LICENSEE:

NORTHERN ERIE SNO-SEEKERS, INC.
P.O. Box 167
Akron, New York 14031
(716) 741-6377

By: _____
Print Name/Title

_____
Signature

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

On the _____ day of _____, 2025 before me personally appeared _____ _, who being by me duly sworn, did depose and say that she resides in the State of New York, County of Erie; that she is the _____ of the **Northern Erie Sno-Seekers, Inc.**, the corporation described herein and which executed the above instrument; that she knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation and that she signed her name thereto by like authority.

_____
Notary Public

Attachment: NorthernErieSnoSeekersContract.2052-2028 (RES-2025-812 : Northern Erie Sno-Seekers License Agreement (CRS# 5829))

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30921 **RESOLUTION 2025-813** **ADOPTED**

Host Community Agreement - (NED-New Energy Solar 8 LLC (1050 New Road) (CRS #5828)

AGENDA ITEM: SEPTEMBER 30th, 2025

TO: **Town Board**

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

DATE: **September 24, 2025**

RE: **Host Community Agreement – NED-New Energy Solar 8, LLC**
Property Located At 1050 New Road (CRS #5828)

Kindly adopt a resolution authorizing the Supervisor to sign the attached Host Community Agreement for a solar energy project located at 1050 New Road.

Thank you.

NMB:hs
Attachment
c: Timothy Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item – September 30, 2025**)
Jeff Palumbo, Esq., (*w/attachment,* **Via E-Mail (JPalumbo@blockandlongo.com**)

9/30/2025
Consent

FINANCIAL IMPACT:

A12240.02770 - One time payment ($40,000)

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

HOST COMMUNITY AGREEMENT

This Host Community Agreement ("Agreement") is made as of September ___, 2025 by and between **NED-New Energy Solar 8 LLC, a New York limited liability company** ("Company") and the **Town of Amherst**, located in Erie County, New York ("Town").

W I T N E S S E T H:

WHEREAS, the Company proposes to construct and operate an approximately 4.4 Megawatt (MW) AC solar energy project (the "Project") on land located at 1050 New Road within the Town of Amherst and identified as SBL No. 16.00-2-10; and

WHEREAS, the Company submitted an application to the Town of Amherst Planning Board for site plan approval of the Project; and

WHEREAS, pursuant to this application, the Planning Board reviewed the submissions by the Company describing the Project and considered the impacts on the Town and the environmental impacts of the Project pursuant to the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, as Lead Agency under SEQRA, the Town determined no significant environmental impacts and issued a Negative Declaration in compliance with the provisions of SEQRA; and

WHEREAS, on December 16, 2024 the Town Board issued its approval for the Project; and

WHEREAS, in consideration of the continuing obligations with respect to the Project, the Town and Company have negotiated a host community payment as detailed by the terms of this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, and the Town's deliberation regarding the Project and consideration of the impacts of the Project, and as further described below, the parties agree as follows:

1. Host Payments. The Company shall make a one-time lump sum payment to the Town in the amount of forty thousand dollars and zero cents ($40,000.00) (the "Host Payment") due 15 days after execution of this Agreement.

2. Cooperation. The Town will use its best efforts to cooperate with the Company in connection with permit applications, now or in the future, that must be processed by the Town or documents required to be executed by the Town.

3. Notices. All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by messenger or by reputable national overnight courier service, or (ii) three (3) business days after mailing when mailed by certified or registered mail (return receipt requested), with postage prepaid and addressed to the parties at their respective addresses shown below or at such other address as any party may specify by written notice to the other party:

Attachment: HCA.1050NewRoad-09192025150825 (RES-2025-813 : Host Community Agreement - (NED-New Energy Solar8 LLC (1050 New

(a) If to the Company: NED-New Energy Solar 8 LLC
c/o New Energy Equity LLC
2530 Riva Road, Suite 200
Annapolis, Maryland 21401

(b) If to the Town: Town of Amherst Municipal Building (Town Hall)
Attn: Supervisor
5583 Main Street
Williamsville, NY 14221

Town of Amherst Municipal Building (Town Hall)
Attn: Town Attorney
5583 Main Street
Williamsville, NY 14221

Either party may change the name(s) and or address(es) to which notice is to be addressed by giving the other party notice in the manner herein set forth.

4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall deemed to be original but all of which shall constitute one and the same instrument.

5. Amendment. This Agreement may not be amended, changed, modified or altered except in writing executed by the parties hereto.

6. Applicable Law. This Agreement shall be governed exclusively by the applicable laws of the State of New York.

7. No Waiver. In the event any agreement herein is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

8. Binding Effect. This Agreement shall inure to and be binding upon the parties and their respective successors and assigns.

9. Complete Agreement. Unless supplemented or otherwise amended in writing by the Company and the Town in accordance with the laws of the State of New York, this Agreement constitutes the parties, entire agreement with respect to the subject set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective.

10. Authorization. By proper action of the Town Board, the Supervisor is authorized to execute this Agreement on behalf of the Town.

[SIGNATURE PAGE FOLLOWS]

Attachment: HCA.1050NewRoad-09192025150825 (RES-2025-813 : Host Community Agreement - (NED-New Energy Solar8 LLC (1050 New

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first written above.

NED-NEW ENERGY SOLAR 8 LLC
By: _____
NAME: _____
DATE:_____

TOWN OF AMHERST, NY
BY: _____
NAME: BRIAN J. KULPA, Town Supervisor
DATE: _____

Attachment: HCA.1050NewRoad-09192025150825 (RES-2025-813 : Host Community Agreement - (NED-New Energy Solar8 LLC (1050 New

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Town Clerk
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 30916 **RESOLUTION 2025-814** **ADOPTED**

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.

9/30/2025
Consent

FINANCIAL IMPACT:

n/a

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

TOWN OF AMHERST & TOWN OF CLARENCE SWORMVILLE FIRE COMPANY, INC.

SERVICE AWARD PROGRAM

PLAN DOCUMENT

Prepared by
Penflex Actuarial Services, LLC
January 2026

Attachment: AMHERST (Clarence) - Swormville Plan Doc (RES-2025-814 : Length of Service Award Program (LOSAP) Policy Manual)

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5. **Program Advisory Committee**.....Error! Bookmark not defined.
6. **Effective Date of Program**.....Error! Bookmark not defined.
7. **Program Year**.....Error! Bookmark not defined.
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9. **When an Eligible Firefighter Becomes a Participant**.....Error! Bookmark not defined.
10. **Waiver of Participation in the Service Award Program**..Error! Bookmark not defined.
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RESOLUTION **10**

Attachment: AMHERST (Clarence) - Swormville Plan Doc (RES-2025-814 : Length of Service Award Program (LOSAP) Policy Manual)

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

Attachment: AMHERST (Clarence) - Swormville Plan Doc (RES-2025-814 : Length of Service Award Program (LOSAP) Policy Manual)

TOWN OF AMHERST & TOWN OF CLARENCE
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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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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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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.

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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.

Attachment: AMHERST (Clarence) - Swormville Plan Doc (RES-2025-814 : Length of Service Award Program (LOSAP) Policy Manual)

TOWN OF AMHERST & TOWN OF CLARENCE
SWORMVILLE FIRE COMPANY, INC.
SERVICE AWARD PROGRAM
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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.

****

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 (RES-2025-814 : Length of Service Award Program (LOSAP) Policy Manual)

TOWN OF AMHERST &
TOWN OF CLARENCE
EAST AMHERST
FIRE DEPARTMENT

SERVICE AWARD PROGRAM

PLAN DOCUMENT

Prepared by
Penflex Actuarial Services, LLC
January 2026

Attachment: AMHERST - East Amherst Plan Doc (RES-2025-814 : Length of Service Award Program (LOSAP) Policy Manual)

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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

Attachment: AMHERST - East Amherst Plan Doc (RES-2025-814 : Length of Service Award Program (LOSAP) Policy Manual)

TOWN OF AMHERST & TOWN OF CLARENCE
EAST AMHERST FIRE DEPARTMENT
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PLAN DOCUMENT

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

Attachment: AMHERST - East Amherst Plan Doc (RES-2025-814 : Length of Service Award Program (LOSAP) Policy Manual)

TOWN OF AMHERST & TOWN OF CLARENCE
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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

Attachment: AMHERST - East Amherst Plan Doc (RES-2025-814 : Length of Service Award Program (LOSAP) Policy Manual)

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.

Attachment: AMHERST - East Amherst Plan Doc (RES-2025-814 : Length of Service Award Program (LOSAP) Policy Manual)

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.

****

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.

Attachment: AMHERST - East Amherst Plan Doc (RES-2025-814 : 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: 09/30/25 07:00 PM
Department: Town Clerk
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 30917 **RESOLUTION 2025-815** **ADOPTED**

Update the Amherst Sponsored Fire Districts Length of Service Award Program (LOSAP) Policy Manual

WHEREAS, the Town Board of the Town of Amherst has 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 Ellicott Creek, Getzville, Main Transit, North Amherst and North Bailey Protection Districts; and

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

WHEREAS, the Town of Amherst in consultation with Ellicott Creek, Getzville, Main Transit, North Amherst and North Bailey Protection Districts have identified the need to update and amend the LOSAP Policy Manual to reflect changes to the program since it was established in 1992. All of the changes to the program 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 Board in consultation with Ellicott Creek, Getzville, Main Transit, North Amherst and North Bailey Protection Districts hereby approves the updates to the LOSAP Policy Manual, as detailed in Exhibit A with cover pages 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.

9/30/2025
Consent

FINANCIAL IMPACT:

n/a

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

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 (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award Program

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Attachment: AMHERST - Getzville Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award Program

TOWN OF AMHERST
GETZVILLE FIRE PROTECTION DISTRICT
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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 (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award Program

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.

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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:

Attachment: AMHERST - Getzville Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award Program

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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 (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of 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 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

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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 (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award Program

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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 (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award Program

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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.

****

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 (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award Program

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 (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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

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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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 (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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
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 (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award Program

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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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TOWN OF AMHERST ELLICOTT CREEK FIRE PROTECTION DISTRICT No. 9 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 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.

Attachment: Amherst - Ellicott Creek Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award Program

TOWN OF AMHERST ELLICOTT CREEK FIRE PROTECTION DISTRICT No. 9 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.

Attachment: Amherst - Ellicott Creek Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award Program

TOWN OF AMHERST ELLICOTT CREEK FIRE PROTECTION DISTRICT No. 9 PLAN DOCUMENT

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

Attachment: Amherst - Ellicott Creek Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award Program

TOWN OF AMHERST ELLICOTT CREEK FIRE PROTECTION DISTRICT No. 9 PLAN DOCUMENT

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.

Attachment: Amherst - Ellicott Creek Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award Program

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.

****

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.

Attachment: Amherst - Ellicott Creek Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award Program

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 (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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Attachment: AMHERST - Main Transit Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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

Attachment: AMHERST - Main Transit Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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.

Attachment: AMHERST - Main Transit Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

TOWN OF AMHERST MAIN TRANSIT FIRE PROTECTION DISTRICT No. 14 SERVICE AWARD PROGRAM PLAN DOCUMENT

Attachment: AMHERST - Main Transit Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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 (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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.

Attachment: AMHERST - Main Transit Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

TOWN OF AMHERST MAIN TRANSIT FIRE PROTECTION DISTRICT No. 14 SERVICE AWARD PROGRAM PLAN DOCUMENT

Attachment: AMHERST - Main Transit Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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

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 (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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.

****

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.

Attachment: AMHERST - Main Transit Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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 (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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Attachment: AMHERST - North Bailey Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

TOWN OF AMHERST
NORTH BAILEY FIRE PROTECTION DISTRICT No. 18
SERVICE AWARD PROGRAM
PLAN DOCUMENT

Attachment: AMHERST - North Bailey Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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

TOWN OF AMHERST
NORTH BAILEY FIRE PROTECTION DISTRICT No. 18
SERVICE AWARD PROGRAM
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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.

Attachment: AMHERST - North Bailey Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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%

Attachment: AMHERST - North Bailey Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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.

Attachment: AMHERST - North Bailey Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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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 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

Attachment: AMHERST - North Bailey Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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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.

Attachment: AMHERST - North Bailey Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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Attachment: AMHERST - North Bailey Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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.

TOWN OF AMHERST
NORTH BAILEY FIRE PROTECTION DISTRICT No. 18
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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.

Attachment: AMHERST - North Bailey Plan Doc (RES-2025-815 : Update the Amherst Sponsored Fire Districts Length of Service Award

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 30930 **RESOLUTION 2025-816** **ADOPTED**

Amusement License - KaLu Salon & Spa

Request by KaLu Salon & Spa for a First Class Amusement License to hold an event: October 4, 2025, 2874 Niagara Falls Blvd, from 1PM until 5PM.
Supervising Code Enforcement Officer recommends a fee of $25.00.

The following conditions apply:

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

9/30/2025
Consent

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT
INTER-DEPARTMENTAL CORRESPONDENCE
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

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

Agenda Item

DATE: September 23, 2025

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 2874 Niagara Falls Blvd, KaLu Salon & Spa

In response to the Amusement License Application dated September 22, 2025, from Tammy Pollino

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

With the event being on October 4, 2025 from 1:00 pm until 5:00 pm in the parking lot and on the grounds of the address noted above, I would recommend a fee of $25.00.

The following conditions are required:

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

Please contact me if you have any questions regarding this response.

Doug Gesel

Douglas Gesel, Supervising Code Enforcement Officer

Attachment: KaLu Salon & Spa-09242025085356 (RES-2025-816 : Amusement License - KaLu Salon & Spa)

Gesel, Doug

From: Brownson, Ashley
Sent: Monday, September 22, 2025 2:17 PM
To: Gesel, Doug; Parnell, Bryan; Chamberlin, Scott
Subject: FW: Amusement License Application: 34

Importance: High

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Monday, September 22, 2025 2:17 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 34

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

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

View Entry

Resident / Organization: *:	KaLu Salon & Spa
Event Address*:	2874 Niagara Falls Blvd AMHERST, NY 14228
Will alcohol be served? :	No
Describe Event*:	We are having a vendor event to benefit Allie & Pals dog rescue. The president had a home fire which resulted in loss of all the rescue's supplies. We will have no more than 30 vendors in 10' spaces across the front parking spots of the parking lot. Along the sidewalks in front of the salon store front we will have music, salon services, and snacks. Inside the salon we will have tables set up for a basket and gift card raffle. Set up will begin at 11:00 am and the event will run 1-5pm. We will be all cleaned up and closed by 6:00pm.
List All Dates*:	Saturday, 10/4/25
Start Time*:	11:00 AM

Attachment: KaLu Salon & Spa-09242025085356 (RES-2025-816 : Amusement License - KaLu Salon & Spa)

Google Maps

2874 Niagara Fls Blvd

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

TEMPORARY ACCESSIBLE PARKING

Attachment: KaLu Salon & Spa-09242025085356 (RES-2025-816 : Amusement License - KaLu Salon & Spa)

Brownson, Ashley

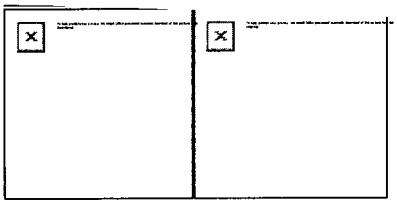
From: Scott Chamberlin
Sent: Tuesday, September 23, 2025 11:40 AM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 34

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

We have no issue with this event.

Regards,

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



On Mon, Sep 22, 2025 at 2:17 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Monday, September 22, 2025 2:17 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 34

CAUTION: This email originated from outside of the organization.
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For best security and privacy of your information, we recommend viewing this entry in the Data Manager

Attachment: KaLu Salon & Spa-09242025085356 (RES-2025-816 : Amusement License - KaLu Salon & Spa)

View Entry

Resident / Organization: *:	KaLu Salon & Spa
Event Address*:	2874 Niagara Falls Blvd AMHERST, NY 14228
Will alcohol be served? :	No
Describe Event*:	We are having a vendor event to benefit Allie & Pals dog rescue. The president had a home fire which resulted in loss of all the rescue's supplies. We will have no more than 30 vendors in 10' spaces across the front parking spots of the parking lot. Along the sidewalks in front of the salon store front we will have music, salon services, and snacks. Inside the salon we will have tables set up for a basket and gift card raffle. Set up will begin at 11:00 am and the event will run 1-5pm. We will be all cleaned up and closed by 6:00pm.
List All Dates*:	Saturday, 10/4/25
Start Time*:	11:00 AM
End Time*:	06:00 PM
Please supply a site plan with designated area for the event with your application*:	Parking lot.jpg
Name of Organizer*:	Tammy Pollino
Address*:	2874 Niagara Falls Blvd cell phone 716-544-4316 Amherst, NY 14228
Phone*:	716-695-5258
Email*:	tammy@kalusalonandspa.com
Signature*:	

Attachment: KaLu Salon & Spa-09242025085356 (RES-2025-816 : Amusement License - KaLu Salon & Spa)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Assessor
Initiated by: **Emily Murphy**
Co-Sponsored by:

DOC ID: 30909 **RESOLUTION 2025-817** **ADOPTED**

Approve Travel for Conference

Please approve the attached travel requests for Assessor and Deputy Assessor.

9/30/2025
Consent

FINANCIAL IMPACT:

$2035.84

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Cara Erzkus	6639	1355	

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
10/6/25	10/9/25	Lake George	NYSAA Fall Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
3 # nights @ $ 412.92	$412.92		
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee $605	$605		
Other			
Subtotal	-		N/A
Contingency - 10% of subtotal or $200	-		N/A
TOTAL	-		

Request Approved By:

E Murphy

Department Head Signature

9/18/25

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.

Cara Erzkus 9/18/25

Employee Signature **Date**

Cara Erzkus

Print Employee Name

Reimbursement Approved By:

E Murphy 9/18/25

Department Head Signature **Date**

Complete Shaded Area
For Expense Reimbursement

Attachment: Travel Expense forms (RES-2025-817 : Approve Travel for Conference)

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
Emily Murphy	8159	1355	

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
10/6/25	10/9/25	Lake George	NYSAA Fall Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
3 # nights @ $ 412.92	$ 412.92		
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee $ 605	$ 605 -		
Other			
Subtotal	-		N/A
Contingency - 10% of subtotal or $200	-		N/A
TOTAL	-		

Request Approved By:

Department Head Signature

9/18/25

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

E. Murphy 9/18/25

Employee Signature Date

Emily Murphy

Print Employee Name

Reimbursement Approved By:

Department Head Signature 9/18/25

Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Travel Expense forms (RES-2025-817 : Approve Travel for Conference)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 30940 **RESOLUTION 2025-818** **ADOPTED**

Award of Bid - Radiant Heater Replacement CRS ID #5837

WHEREAS, the Facilities/Building Maintenance Department received bids on September 18, 2025 for Capital Improvements at the Amherst Highway Garage; 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 Facilities/Building Maintenance Department to award this contract to Willett Builders, Inc. in the amount of $45,500.00; and

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

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

9/30/2025
Consent

FINANCIAL IMPACT:

KP1924-4972, $45,500.00

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

Bid Tabulation Form

Town of Amherst

Highway Heater Replacement

2019-H-3.3

09/18/2025

Contractor Name	Base Bid	*Addenda Acknowledged?*	*Bid Bond Attached?*
Willett Builders, Inc.	$ 45,500.00	Yes	Yes

Attachment: Bid Tab (RES-2025-818 : Award of Bid - Radiant Heater Replacement)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 30947 **RESOLUTION 2025-819** **ADOPTED**

Change Order – Anastasi Trucking 30 S. Cayuga - Exterior Stairs

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, a new metal conduit will be placed below the concrete stair to allow for future data/electrical connections between Town Hall and 30 S. Cayuga.

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

Approval is contingent upon the successful completion of the Contract Routing System, CRS #5838.

9/30/2025
Consent

FINANCIAL IMPACT:

KP2302.4972, $2,325.00

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

TOWN OF AMHERST

Facilities

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7109

September 24, 2025
AGENDA – SEPTEMBER 30, 2025

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

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

Greetings Councilmembers,

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, a new metal conduit will be placed below the concrete stair to allow for future data/electrical connections between Town Hall and 30 S. Cayuga.

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

Approval is contingent upon the successful completion of the Contract Routing System, CRS # 5838.

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

enc: Change Order Form, Contractor's Quote

x:\administrative\- buildings\30 s. cayuga\4. capital projects\2023-f-16.3 site improvement - exterior stairs\ca\7. change orders\co-002 conduit\resolution letter - change order 2.docx

Attachment: Change Order 2 - Conduit below Stairs (RES-2025-819 : Change Order – Anastasi Trucking)

Town of Amherst

Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
2023-F-16.3	Contract For: Site Improvements	Change Order Number: **002**
Site Improvements - Exterior Stairs	Date: 8/4/2025	**KP 2302-4972**
	Original Resolution #:	
	CRS/CMS: 5810-4964	

OWNER:	ARCHITECT / ENGINEER:	CONTRACTOR:
Town of Amherst	Town of Amherst	Anastasi Trucking, Inc.
5583 Main St.	5583 Main St.	4430 Walden Ave
Williamsville, NY 14221	Williamsville, NY 14221	Lancaster, NY 14086

The Contract is changed as follows:

Owner Requested Buried Conduit - Contractor to install conduit underneath new concrete stairs to allow for future data installation.

The original Contract Sum was	$	**50,930.34**
The net change by previously authorized Change Orders	$	**2,863.75**
The Contract Sum prior to this Change Order was	$	**53,794.09**
The Contract Sum will be **increased** by this Change Order in the amount of	$	**2,325.00**
The new Contract Sum, including this Change Order, will be	$	**56,119.09**

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	Town of Amherst	Anastasi Trucking, Inc.
OWNER:	ARCHITECT / ENGINEER:	CONTRACTOR:
	Anne Dafchik	Max D. Wittig
SIGNATURE	SIGNATURE	SIGNATURE
	Anne Dafchik, Architect	Max Wittig
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
	9/24/2025	9/24/2025
DATE	DATE	DATE

Attachment: Change Order 2 - Conduit below Stairs (RES-2025-819 : Change Order – Anastasi Trucking)

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
	Install Conduit - Install 4" Galvanized Conduit Under New Concrete Stairs. ~~Sweep Up To Be Above Grade On Both Sides Of Stair Cheek Walls.~~ End caps at each end, with tracer tape above. - Backfill With Select Fill. - Patch Asphalt With Type 7 Top.	1.00	LS	$2,325.00

Total Bid Price: $2,325.00

Notes:

- **Qualifications:**
- 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.
- Landscaping, seeding (temporary & permanent), and plantings.
- Undercut and replacement of unsuitable material.
- Cleaning and tack coat of previously placed asphalt course.

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: Change Order 2 - Conduit below Stairs (RES-2025-819 : Change Order – Anastasi Trucking)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 30932 **RESOLUTION 2025-820** **ADOPTED**

Budget Transfers and Amendments

For September 30, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 09/24/2025
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:***
G9916.4090 Plant 16- Professional Svcs $12,869.39	G9916.2130 Computer Equip $12,869.39
Requested per department.	
G9916.4090 Plant 16- Professional Svcs $17,232.52	G9916.2150 Bldg Improv $17,232.52
Requested per department.	
N2225.1000 AMH CDBG- Personal Svcs $33,984.42	N2225.1300 Longevity $521.94
N2225.1853 AMH CDBG- Sick Incentive $1,175.28	N2225.4050 Mileage $319.54
N2225.8030 AMH CDBG- FICA $1,094.47	N2225.8010 Retirement $9,820.80
	N2225.8050 Med Ins $24,648.08
	N2225.8051 Dental $869.10
	N2225.8052 Vision $74.71
Requested per department.	
A1345.4025 Finance- Print/Adv/Lease $200.00	A1345.2100 Furniture $200.00
Requested per department.	

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
N2444.02785 CHEEK HOME- PI $39,622.50	N2444.4000 Contractual $39,622.50
N2449.02785 HOME Admin- PI $4,402.50	N2449.4003 10% Admin $4,402.50
To recognize Community Development program income from 73 Fairvale, Cheektowaga.	
N0001.20092 CDBG Income 25/26 $625,669.00	See attached detail $625,669.00
N0001.20093 Amherst HOME 25/26 $335,439.93	See attached detail $335,439.93
N0001.20094 Cheektowaga HOME 25/26 $501,579.96	See attached detail $501,579.96
N0001.20095 Tonawanda HOME 25/26 $1,579.96	See attached detail $1,579.96
To setup 2025 / 2026 CDBG and HOME budget amounts for CRS# 5801 (CDBG) & CRS# 5802 (HOME), pending release of funds from HUD.	

9/30/2025
Consent

FINANCIAL IMPACT:

See above.

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

Town of Amherst
2025 - 2026 N Fund Budget Amendment

		Increase	Increase	
N0001.20092	CDBG Income 25/26	625,669.00		
N2520.4000	CDBG Stabilization Rehab Vg Section House		43,797.00	
N2521.4000	CDBG Housing Rehabilitation		138,672.00	
N2523.4000	CDBG & Vg. Program Income		-	
N2524.1000	CDBG Payroll - Personal Services		55,534.35	
N2524.1300	CDBG Payroll - Longevity		660.00	
N2524.4050	CDBG Payroll - Mileage		3,018.00	
N2524.8030	CDBG Payroll - FICA		4,305.11	
N2524.8010	CDBG Payroll - Retirement		4,610.07	
N2524.8050	CDBG Payroll - Health Insurance		6,571.94	
N2524.8051	CDBG Payroll - Dental		270.43	
N2524.8052	CDBG Payroll - Vision		30.10	
N2525.1000	CDBG Admin Staff & Fringe - Personal Services		53,478.10	
N2525.1300	CDBG Admin Staff & Fringe - Longevity		2,225.00	
N2525.4050	CDBG Admin Staff & Fringe - Mileage		21.00	
N2525.8030	CDBG Admin Staff & Fringe - FICA		4,227.38	
N2525.8010	CDBG Admin Staff & Fringe - Retirement		16,595.71	
N2525.8050	CDBG Admin Staff & Fringe - Health Insurance		18,827.42	
N2525.8051	CDBG Admin Staff & Fringe - Dental		750.29	
N2525.8052	CDBG Admin Staff & Fringe - Vision		75.10	
N2526.4010	CDBG Office Expenses		-	
N2527.4000	CDBG Public Information Advertising		2,000.00	
N2528.4000	CDBG Lead Based Paint Testing / Clearance		8,000.00	
N2529.4000	CDBG Weatherization Services		12,000.00	
N2530.1000	CDBG-PI Admin Staff & Fringe- Personnel Services		-	
N2530.8030	CDBG-PI Admin Staff & Fringe- FICA		-	
N2531.4000	CDBG Meals on Wheel - Cook		45,000.00	
N2532.4000	Child & Family Services of Erie County (Haven House)		20,000.00	
N2533.4000	CDBG ASTS Senior Van		10,000.00	
N2534.4000	CDBG HOME Fair Housing Counseling		10,500.00	
N2535.4000	CDBG Belmont Housing Counseling Services		16,500.00	
N2536.4000	CDBG BUL Foreclosure Prevention Counseling		8,000.00	
N2537.4000	CDBG Public Infrastructure		140,000.00	
	Total CDBG Budget	***625,669.00***	***625,669.00***	RES 2025 -

To set up 2025 - 2026 CDBG Budget. CRS# 5801

N0001.20093	Amherst Home 25/26	335,439.93		
N2540.4000	Amherst Home Housing Rehab		-	
N2541.4000	Amherst Homebuyer Assistance		100,000.00	
N2542.4000	Amherst Acquisition/New Construction/Rehab		-	
N2554.1000	Amherst Home Admin - Personal Services		50,896.46	
N2554.1300	Amherst Home Admin - Longevity		1,565.00	
N2554.4050	Amherst Home Admin - Mileage		2,021.00	
N2554.8030	Amherst Home Admin - FICA		3,980.05	
N2554.8010	Amherst Home Admin - Retirement		12,393.19	
N2554.8050	Amherst Home Admin - Health Insurance		12,450.19	
N2554.8051	Amherst Home Admin - Dental		501.84	
N2554.8052	Amherst Home Admin - Vision		52.25	
N2555.4000	Amherst Home Rental Subsidy		151,579.95	

Attachment: 2025_2026 Budget N Fund Accounts Comptroller (RES-2025-820 : Budget Transfers and Amendments)

		335,439.93	*335,439.93*

To set up 2025 - 2026 Amherst Home Budget.

N0001.20094	Cheektowaga Home 25/26	501,579.96	
N2544.4000	Cheektowaga Home Housing Rehabilitation		375,789.96
N2546.4000	Cheektowaga Acquisition New Construction		125,790.00
		501,579.96	*501,579.96*

To set up 2024 - 2025 Cheektowaga Home Budget.

N0001.20095	Tonawanda Home 25/26	1,579.96	
N2550.4000	Tonawanda Home Housing Rehab		1,579.96
		1,579.96	*1,579.96*

To set up 2025 - 2026 Tonawanda Home Budget.

	Total Home Budget	***838,599.85***	***838,599.85***

RES 2025 - CRS# 5802

Attachment: 2025_2026 Budget N Fund Accounts Comptroller (RES-2025-820 : Budget Transfers and Amendments)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30853 **RESOLUTION 2025-821** **ADOPTED**

NYS OGS Contract with Genuine Parts Company Dba NAPA Auto Parts - CRS #5795

WHEREAS, the Contract Compliance and Administration Department is requesting approval to piggyback on the NY State OGS contract Award #23362, Group #30310 for Vehicle and Equipment Parts and Related Products with Genuine Parts Company dba NAPA Auto Parts; and

WHEREAS, the contract will be effective through August 5, 2030;

THEREFORE BE IT RESOLVED, The Town Board approves the contract and authorizes the Supervisor to sign the contract with Genuine Parts Company dba NAPA Auto Parts.

9/30/2025
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST
Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

AGREEMENT

Let this document stand as an Agreement between Genuine Parts Company dba NAPA Auto Parts and the Town of Amherst permitting the Town to participate in the NYS OGS contract Group 30310, Award #23362 for Vehicle and Equipment Parts and Related Products valid through August 5, 2030.

Agreed to and Accepted by:

Genuine Parts Company
dba NAPA Auto Parts

By: _____
Signature

Anthony Geymano
Printed name

District Sales Manager
Title

Date: 8/21/2025

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: NAPA Signed Piggyback Agreement (RES-2025-821 : NYS OGS Contract with Genuine Parts Company Dba NAPA Auto Parts - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30869 **RESOLUTION 2025-822** **ADOPTED**

Extension of Golf Management Agreement - CRS #5800

WHEREAS, Troon New York, LLC has agreed to extend the Golf Management contract (Original CRS #2491) for a period of 3 years;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the Golf Management contract with Troon New York, LLC through March 7, 2029; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Troon New York, LLC.

9/30/2025
Consent

FINANCIAL IMPACT:

A7250-4110; Base Management Fee: 2026 - $94,171.50, 2027 - $96,055.03, 2028 - $97,976.13 plus Incentive of 20% of net operating income capped at 50% of the annual Base Management Fee.

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

SECOND AMENDMENT
TO
TOWN OF AMHERST
GOLF MANAGEMENT AGREEMENT

This SECOND AMENDMENT TO TOWN OF AMHERST GOLF MANAGEMENT AGREEMENT (the "**Second Amendment**") is effective as of the _____, 2025, by and between THE TOWN OF AMHERST, a New York municipal corporation, ("**Owner**"), and TROON NEW YORK, LLC, a Delaware limited liability company (as successor to AMHERST GOLF MANAGEMENT, LLC, a Virginia limited liability Company) ("**Troon**").

RECITALS:

A. Owner and Troon are parties to that certain Golf Management Agreement dated March 8, 2021, as amended by that certain First Amendment dated April 1, 2024 (together, the "**Management Agreement**"), concerning the operation and management of that certain 18-hole golf course, 9-hole par 3 golf course and related improvements known as "*Audubon Golf Course*" located in Amherst, New York (the "**Courses**").

B. Owner and Troon have agreed to modify the Management Agreement, all in accordance with the terms and conditions herein.

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

AGREEMENTS:

1. Recitals. The foregoing recitals are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Management Agreement.

2. Effective Date. Notwithstanding anything to the contrary contained in the Management Agreement, the effective date of this Second Amendment is _____, 2025 (the "**Effective Date**").

3. Term. The parties agree that the Term of the Management Agreement shall be extended for its first Extension Term as defined in Section 2 of the Management Agreement. For the avoidance of doubt, the First Extension Term shall start on March 8, 2026, and expire on March 7, 2029.

4. General.

(a) This Second Amendment shall be governed by and construed in accordance with the laws of the State of New York.

(b) Each person signing below represents and warrants that he or she is fully authorized to execute and deliver this Second Amendment in the capacity set forth beneath his or her signature.

(c) This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) This writing constitutes the entire agreement of the parties with respect to the subject matter hereof and may be amended only by written agreement signed by each party.

Attachment: Troon Signed Extension Agreement (RES-2025-822 : Extension of Golf Management Agreement - CRS #5800)

(e) This Second Amendment may be executed in two or more counterparts (including facsimile), each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Town of Amherst Golf Management Agreement to be executed on the day and year Second written above.

OWNER:

THE TOWN OF AMHERST
a New York municipal corporation

By: _____

Name: _____

Its: _____

TROON:

TROON NEW YORK, LLC
a Delaware limited liability company

By: _____

Name: Jay McGrath

Its: Vice President & Secretary

Attachment: Troon Signed Extension Agreement (RES-2025-822 : Extension of Golf Management Agreement - CRS #5800)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30889 **RESOLUTION 2025-823** **ADOPTED**

Extension of Bid #2023042 Town Wide Undercoating - CRS #5809

WHEREAS, Rustkote LLC has agreed to extend the Town Wide Undercoating contract for an additional two-year term (Original CRS #4358);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the Town Wide Undercoating contract with Rustkote LLC through October 29, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Rustkote LLC.

9/30/2025
Consent

FINANCIAL IMPACT:

Town Wide; Various accounts; Amount TBD

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

TOWN OF AMHERST
Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

August 27, 2025

Rustkote LLC
300 Airborne Parkway, Suite 212
Cheektowaga, NY 14225
ATTN: David Singer, General Manager

Re: CRS 4358 – Extension of Town of Amherst Bid #2023042
Town Wide Undercoating

Dear Mr. Singer:

The Town of Amherst wishes to extend this agreement for an additional contract period, through October 29, 2027, under the same pricing structure, terms and conditions as the original agreement.

This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond **within seven days upon receipt of this request.**

If you wish to extend, please return three signed (3) originals to:
Town of Amherst Contract Compliance Department, ATTN: Karen Halton, Buyer
5583 Main Street
Williamsville, NY 14221

After approval and execution by the Town of Amherst, a fully signed copy will be returned to you for your files.

✓ Yes, I agree to extend ____ No, I do not wish to extend

Company Name: RUSTKOTE LLC

Representative (Please print): DAVID SINGER Title: General Manager

Signature: David Singer Date: 9/9/25

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Signed Extension Memo (RES-2025-823 : Extension of Bid #2023042 Town Wide Undercoating - CRS #5809)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30907 **RESOLUTION 2025-824** **ADOPTED**

Award Bid #2025036 PowrLiner 6955 Line Striper with LazyLiner Elite - CRS #5820

WHEREAS, the Contract Compliance and Administration Department received bids on September 11, 2025 for (1) PowrLiner 6955 Line Striper with LazyLiner Elite; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to The Sherwin-Williams Company; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with The Sherwin-Williams Company.

9/30/2025
Consent

FINANCIAL IMPACT:

KP2525-2250; $23,086.00

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

Bid #2025036 PowrLiner 6955 Line striper with LazyLiner Elite					
Low Bid			Vendor	Sherwin-Williams	BSN Sports
ITEM No.	QTY.	U/M	CATALOG NO/DESCRIPTION		
1	1	Each	Titan PowrLiner 6955 Field Striper (or equivalent)	$ 11,075.50	$ 14,837.11
2	1	Each	LazyLiner Elite Ride-On Attachment (or equivalent)	$ 11,016.50	$ 14,757.76
3	1	Each	LazyLiner Tray (or equivalent)	$ 714.50	$ 958.42
4	1	Each	LazyLiner Hitch (or equivalent)	$ 279.50	$ 353.74
			TOTAL COST:	**$ 23,086.00**	$ 30,907.03
			NO ADDITIONAL CHARGES WILL BE CONSIDERED		
			DELIVERY TO BE INCLUDED IN THE PRICE ABOVE		
NOTES:					
BSN Sports: Noted: Please note training, testing and assembly is not offered as part of our submitted bid. Cleanup and					
disposal of packing materials not included and customer must assist off loading truck. Standard curbside/dock					
delivery only.					

Attachment: Bid Analysis PowrLiner Line Striper (RES-2025-824 : Award Bid #2025036 PowrLiner 6955

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Court
Initiated by: **Kim Kern**
Co-Sponsored by:

DOC ID: 30905 **RESOLUTION 2025-825** **ADOPTED**

Justice Court Grant Resolution

Please authorize the Amherst Court Administrator to apply for the 2025-26 Justice Court Assistance Program Grant.

9/30/2025
Consent

FINANCIAL IMPACT:

None

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

TOWN OF AMHERST
JUSTICE COURT
ERIE COUNTY, NEW YORK
400 JOHN JAMES AUDUBON PKWY. AMHERST, NEW YORK 14228 716 – 689-4200 FAX – 689-4

FOR THE SEPTEMBER 30, 2025 AMHERST TOWN BOARD MEETING

TO: Francina J. Spoth – Amherst Town Clerk

FROM: Ann M. Nichols – Amherst Town Justice
Jeffrey E. Marion – Amherst Town Justice

DATE: September 19, 2025

RE: Application for funding from the Justice Court Assistance Program

WHEREAS, New York State has approved a new series of grants for the justice courts; and

WHEREAS, such grants will disperse grant money to the justice courts, in amounts up to $30,000 per court; and

NOW THEREFORE BE IT RESOLVED, The Board of the Town of Amherst authorizes the Amherst Town Court to apply for a JCAP grant in the 2025-26 grant cycle up to $30,000.00.

Attachment: DOC091925-09192025141422 (RES-2025-825 : Justice Court Grant Resolution)

2025-26 Amherst Town Court, Erie County ID: 6506

ANNUAL BUDGET: Court's itemized budget for the most recent municipal fiscal year.

AUTHORIZATION: Certified copy of the Local Resolution(s) of the Town or Village Board(s) authorizing this application. The Resolution may simply state the Town or Village authorizes the court to request up to the maximum amount available.

SUPPORTING DOCUMENTS: Estimates, Photographs, Floor Plans, etc.

JUSTICE SIGNATURE: **Original signature(s)** required from at least one justice (not an Associate Justice).

Name: Ann M. Nichols Signature: Ann M Nichols Date: 9/17/25

Name: Jeffrey E. Marion Signature: Jeffrey E. Marion Date: 9/18/25

CERTIFICATION: **Original signature(s)** required by **Town Supervisor or Village Mayor.**

The following signature provides certification that: (1) any funds (and any goods or services) awarded pursuant t this application shall be used only in accordance with the provisions of Chapter 280 of the Laws of 1999 and witl all rules and regulations governing the Justice Court Assistance Program; (2) any goods and/or services purchase with any Justice Court Assistance Program funds shall be obtained in accordance with acceptable procurement practices established by the governing municipality including, but not limited to, competitive bidding and procurement policies and procedures; (3) no funds awarded pursuant to this application shall be used to compensate justices or non-judicial staff or to reduce or otherwise supplant funding provided by a town or village to its justice court.

Signature:_____ Name:_____

☐ Town Supervisor ☐ Village Mayor (please print)

Date:_____

REMEMBER: YOUR JCAP APPLICATION IS SUBMITTED ONLINE ONLY.
YOU MUST MAIL,FAX OR SCAN/EMAIL SIGNATURE PAGE & DOCUMENTS REQUIRED ABOVE

Attachment: DOC091925-09192025141422 (RES-2025-825 : Justice Court Grant Resolution)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30931 **RESOLUTION 2025-826** **ADOPTED**

Change Order No. 2 – Concrete Applied Technologies Corp. N. Forest Road / W. Klein Road Intersection Pedestrian Improvements Town of Amherst Job # 930069A CRS #5817

We are requesting Town Board approval of Change Order No. 2, which calls for a $22,035.35 increase in the contract amount. This Change Order is necessary to account for underground utility conflicts, with additional test pits and adjustment of curb ramps and gutter as a result. Additional work included replacement of signal wire and heads after it became apparent that current signal equipment was past its useful life and not installed according to current best practices. After this adjustment, the final cost of this contract will total $154,605.35.

May we please have approval for Change Order No. 2 for an increase in the contract price? This change order increase of $22,035.35 is available from a combination of accounts KP2235-4972 & KP2011-4972 at a split of $7,178.35 and $14,857.00, respectively.

Thank you for your consideration.

9/30/2025
Consent

FINANCIAL IMPACT:

$22,035.35 increase in the contract amount

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

TOA Job# 930069A

			AMOUNT
CHANGE ORDER NO:	02	INCREASE/(DECREASE), THIS CHANGE ORDER:	$22,035.35
		INCREASE/(DECREASE), PREVIOUS CHANGE ORDERS:	$ 0.00
		INCREASE/(DECREASE), ALL CHANGE ORDERS:	$22,035.35
TOWN JOB NO:	930069A	CONTRACT AWARD AMOUNT:	$ 132,570.00
PIN:	N/A	AMENDED CONTRACT TOTAL:	$ 154,605.35

Job Designation: N Forest Rd (CR 294) / W Klein Rd Intersection Pedestrian Improvements

Contractor: Concrete Applied Technologies Corp, 1266 Townline Road, Alden, NY 14004

DESCRIPTION OF WORK:

1. Additional test pits (Item 206.05) that are required to locate and avoid conflict with the existing Sunoco pipeline along West Klein Road.
2. New curb/gutter replacement (Item 609.0501) that is required to meet design intent (constructability & ADA accessibility).
3. Singal Maintenance – replacement of existing signal heads and wire due to age and condition of existing infrastructure.

REASONS FOR THE WORK:

1. Sunoco Pipeline has a main transmission line along the south side of W Klein. Unfortunately, this was not discovered until the contractor called in DigSafe. Additional test pits were required by Sunoco to expose their transmission line and ensure no conflict with the proposed work.
2. Given the location of multiple underground utilities, the orientation of the curb ramps had to be slightly modified to align with the new pedestrian signal infrastructure. As such, the existing curb cuts could no longer be used. In addition, the curb/gutter in the NE quadrant was in poor condition when CATCO started work. It was not feasible to reconstruct the curb ramp per plan and retain the existing curb/gutter section.
3. Upon reviewing existing conditions, it was noted the wiring and signal heads are aged and are not installed per current best practice. Signal heads and wire will be replaced in-kind with payment from the Town's signal maintenance funds.

COST OF THE WORK:	Unit	Unit Cost	Amount	Cost
Additional test pits (Item 206.05)	**EA**	**$ 1,500.00**	**3 EA**	**$ 4,500.00**
New curb/gutter replacement (Item 609.0501)	**LF**	**$ 116.45**	**23 LF**	**$ 2,678.35**
Signal Maintenance (Item 950.13)	**LS**	**$14,857.00**	**1 LS**	**$14,857.00**
		TOTAL, CHANGE ORDER NO. 02:		**$22,035.35**

ACCEPTED BY CONTRACTOR, Concrete Applied Technologies Corp, 1266 Townline Road, Alden, NY 14004

Michael Salvadore
Signature

DATE: 9/11/25

Micheal Salvadore
President

APPROVED BY TOWN OF AMHERST:

_____
Signature

DATE: _____

Brian Kulpa
Town Supervisor

Attachment: CATCO change order #2 (RES-2025-826 : Change Order No.2 -CATCO)

August 14, 2025

Via Email to cschregel@amherst.ny.us
Christopher Schregel, Principal Engineer Assistant
Town of Amherst Engineering Dept.
1100 N. Forest Road
Williamsville, NY 14221

Re: Town of Amherst Job #930069A
North Forest Road / West Klein Road Intersection

Change Order #02 – Additional Item 206.05 Test Pits

Dear Mr. Schregel,

CATCO will agree to continue our contract bid price of **$1,500.00** / **Each** for an additional three (3) test pits that will be needed to avoid conflict with and locate the existing Sunoco pipeline along West Klein Road. Total cost for this work will be **$4,500.00**.

Should you have any questions, please contact me by phone at (716) 651-4642 or by email to Tony Miniri at TonyMiniri@catco.com.

Respectfully,

Tony Miniri

Tony Miniri

cc: Michael Salvadore, CATCO
Jenna Salvadore, CATCO
Kelly Militello, CATCO
Daniel Borcz, C&S Companies

Concrete Applied Technologies Corp.
1266 Townline Road • Alden, NY 14004 • (716) 651-4642 • Fax: (716) 651-4638

Attachment: CATCO change order #2 (RES-2025-826 : Change Order No.2 -CATCO)

August 19, 2025

Via Email to cschregel@amherst.ny.us
Christopher Schregel, Principal Engineer Assistant
Town of Amherst Engineering Dept.
1100 N. Forest Road, Williamsville, NY 14221

Re: Town of Amherst Job #930069A
North Forest Road / West Klein Road Intersection

Change Order #02 – New Item 609.0501 Cast-In-Place Curb & Gutter Type VF6G; Quantity= 23.0 **LF**

Dear Mr. Schregel,

Given constructability considerations and ADA accessibility, the portions of the curb / gutter in the NE and SE quadrants had to be replaced. Given the location of multiple underground utilities, the orientation of the curb ramps had to be slightly modified to align with the new pedestrian signal infrastructure. As such, the existing curb cuts could no longer be used. In addition, the curb/gutter in the NE quadrant was in poor condition when CATCO started work. It was not feasible to reconstruct the curb ramp per plan and retain the existing curb/gutter section.

CATCO will agree to the Statewide and Regional Weighted Average Price of **$116.45 / LF** for the estimated 23.0 LF of new curb/gutter. Total cost for this work will be **$2,678.35**. Should you have any questions, please contact me by phone at (716) 651-4642 or by email to Tony Miniri at TonyMiniri@catco.com.

Respectfully,

Tony Miniri

Tony Miniri

cc: Michael Salvadore, CATCO
Jenna Salvadore, CATCO
Kelly Militello, CATCO
Daniel Borcz, C&S Companies

Concrete Applied Technologies Corp.
1266 Townline Road • Alden, NY 14004 • (716) 651-4642 • Fax: (716) 651-4638

Attachment: CATCO change order #2 (RES-2025-826 : Change Order No.2 -CATCO)

August 25, 2025

Via Email to cschregel@amherst.ny.us
Christopher Schregel, Principal Engineer Assistant
Town of Amherst Engineering Dept.
1100 N. Forest Road
Williamsville, NY 14221

Re: Town of Amherst Job #930069A
North Forest Road / West Klein Road Intersection

Change Order #02 – New Item 950.13 Signal Maintenance Work

Dear Mr. Schregel,

CATCO started work on this project Saturday, June 14, 2025. Upon reviewing existing conditions, CATCO noted the wiring and signal heads are starting to show their age. We recommend replacing them to ensure there will not be any issues for the Town in the near term.

- Signal wiring: Existing is run "in line" (one wire feeds all signal heads). This does not meet current best practice which calls for one wire to each signal head. Doing so provides redundancy (spare wires are available), making for easier future signal maintenance.
- Signal heads: The LED bulbs are aged. We are concerned the intensity of the new signal bulb LEDs will be much greater than the other heads.
- Red light monitor: The design plans call for replacing the existing cabinet which CATCO completed on Saturday 6/14/25. The new cabinet has a red light monitor which we were unable to get functioning. We are speculating the age of the existing LED bulbs may be a contributing factor.

Given constructability considerations and age of existing infrastructure, CATCO is recommending rebuilding the signal head sections, running new wire, and removing existing. Most of this work is covered under contract items. CATCO is willing to hold the unit prices bid for this additional work.

Attachment: CATCO change order #2 (RES-2025-826 : Change Order No.2 -CATCO)

NEW items and unit prices include:

- Item 680.79000105A - Remove Traffic Signal Installation, Signal Maintenance: = $1,740 / ELOC; Breakdown for this item:
  Two (2) electrician for 5 hours /each @ $120/ Hour = $1,200; remaining $540 is for two (2) bucket trucks at $270 each.

- Item 680.810108 – Traffic Signal Module – 12 Inch Bi-Modal, Yellow/Green Arrows LED = $195.00 / Each (per Statewide WAP, attached)

- *Item 680.8112 – Traffic Signal Bracket Assembly – 2 Way = $1,440 / Each; Breakdown for this item:
  Two (2) electrician for 3 hours /each @ $120/ Hour = $720; Bracket Assembly (material) @ $450/ Each, and one (1) bucket truck for 3 hours at $270.
  *This item includes additional time and material for splitting the existing 3-way head into a 2-way head (for North Forest) and 1-way head for W. Klein.

- Item S05880 – Faveo ViSTA Software Subscription = $882 / LS (quote attached).

Total cost for this work per field revision sheets TSP-01 R3 and TSP-02 R1 is **$14,857.00** per the attached summary.

Should you have any questions, please contact me by phone at (716) 651-4642 or by email to Tony Miniri at TonyMiniri@catco.com.

Respectfully,

Tony Miniri

Tony Miniri

cc: Michael Salvadore, CATCO
Jenna Salvadore, CATCO
Kelly Militello, CATCO
Daniel Borcz, C&S Companies

Concrete Applied Technologies Corp.
1266 Townline Road • Alden, NY 14004 • (716) 651-4642 • Fax: (716) 651-4638

Attachment: CATCO change order #2 (RES-2025-826 : Change Order No.2 -CATCO)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30942 **RESOLUTION 2025-827** **ADOPTED**

Utility Mark-Out and Subsurface Mapping (2025-2027) Town Job # 2023.036A / CRS ID #5834

The Engineering Department issued a Request for Proposals/Qualifications to seven (7) mark-out companies for a two-year contract to perform utility mark-outs and subsurface mapping. These services support our design and construction efforts by identifying underground utilities and updating Town asset records.

Following a review of the four (4) proposals received (see attached tabulation and selection scoring), the Engineering Dept. recommends and requests approval of the rates shown below proposed by Ravi Engineering & Land Surveying, P.C. to provide:

. Underground utility mark-outs, section 4.2, items 9-14:

Item #	**Section 4.2 Items**	**Year 1**	**Year 2**
9	Electrical Lines per hour	$114	$121
10	Communication Lines (fiber) per hour	$114	$121
11	Waterline per hour	$114	$121
12	Sanitary Force Main per hour	$114	$121
13	Gravity Force Main per hour	$114	$121
14	Storm Sewer per hour	$114	$121

2. Subsurface utility mapping, section 4.3, items 15-20:

Item #	**Section 4.3 Items**	**Year 1**	**Year 2**
15	Electrical Lines per hour	$114	$121
16	Communication Lines (fiber) per hour	$114	$121
17	Waterline per hour	$114	$121
18	Sanitary Force Main per hour	$114	$121
19	Gravity Force Main per hour	$114	$121
20	Storm Sewer per hour	$114	$121

Funding will be project-specific and drawn from various accounts as needed across the Town. Contract execution is anticipated on October 10th, and as such the agreement will be active through September 30, 2027. This request is pending successful completion of contract review process.

9/30/2025
Consent

FINANCIAL IMPACT:

TBD Rate Based

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

Proposal Tabulation

TOA Job# 2023.036A

Costs for Sub-Surface Utility Mark-Out Services (unrelated to NY811)

		Ravi		OTM		Southern Cross		USIC	
Item #	Section 4.2 Items	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
9	Electrical Lines per hour	$114	$121	$187.50	$192.19	$72.50	$74.68	N/A	N/A
10	Communication Lines (fiber) per hour	$114	$121	$187.50	$192.19	$72.50	$74.68	N/A	N/A
11	Waterline per hour	$114	$121	$270.00	$276.75	$72.50	$74.68	N/A	N/A
12	Sanitary Force Main per hour	$114	$121	$270.00	$276.75	$72.50	$74.68	N/A	N/A
13	Gravity Sanitary per hour	$114	$121	$270.00	$276.75	$72.50	$74.68	N/A	N/A
14	Storm Sewer per hour	$114	$121	$270.00	$276.75	$72.50	$74.68	N/A	N/A

Costs for Sub-Surface Utility Mapping (unrelated to NY811)

		Ravi		OTM		Southern Cross		USIC	
Item #	Section 4.3 Items	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
15	Electrical Lines per hour	$114	$121	$85.00	$87.13	$105.00	$108.15	N/A	N/A
16	Communication Lines (fiber) per hour	$114	$121	$85.00	$87.13	$105.00	$108.15	N/A	N/A
17	Waterline per hour	$114	$121	$85.00	$87.13	$105.00	$108.15	N/A	N/A
18	Sanitary Force Main per hour	$114	$121	$85.00	$87.13	$105.00	$108.15	N/A	N/A
19	Gravity Sanitary per hour	$114	$121	$85.00	$87.13	$105.00	$108.15	N/A	N/A
20	Storm Sewer per hour	$114	$121	$85.00	$87.13	$105.00	$108.15	N/A	N/A

Extension Year	Ravi	OTM	Southern Cross	USIC
Year 3 (7/31/27 – 7/31/28)	3%	2.50%	3%	5%
Year 4 (7/31/28 – 7/31/29)	3%	2.50%	3%	5%
Year 5 (7/31/29 – 7/31/30)	3%	2.50%	3%	5%

Qaulification Based Selection - Criteria Evaluation
Job No. 2023.036A

	Company Name	Reviewer 1 Score		Reviewer 2 Score		Reviewer 3 Score				
		4.2	**4.3**	**4.2**	**4.3**	**4.2**	**4.3**	**4.2 Average**	**4.3 Average**	**Award Recommendation**
1	Ravi	53	58	57	59	63	61	**57.7**	**59.3**	**4.2 & 4.3 Services**
2	Southern Cross	54	56	61	62	53	56	56.0	58.0	
3	On the Mark	41	41	61	67	63	64	55.0	57.3	
4	USIC	No Bid								

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

TOWN OF AMHERST
UTILITY LOCATING SERVICES AGREEMENT
Utility Mark-out and Subsurface Mapping (2025-2027)
Town Project #2023.036B

This document is a MODIFIED version of EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents.
Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

THIS IS AN AGREEMENT effective as of **September 30, 2025** ("Effective Date") between the

Town of Amherst (Owner") and

Ravi Engineering & Land Surveying, P.C. (" Utility Locator").

Owner's Project, of which Utility Locator services under this Agreement are a part, is generally identified as follows:

Utility Mark-out and Subsurface Mapping (2025-2027) ("Project")

Utility Locator's services under this Agreement are generally identified as follows:
Provide Town-Requested Utility Mark-Out (4.2) and Subsurface Utility Mapping (4.3) services. These services will be provided to the Town on a non-exclusive, as-needed basis. Scope further defined in Exhibit A.

Owner and Utility Locator further agree as follows:

ARTICLE 1 – SERVICES OF UTILITY LOCATOR

1.01 *Scope*

A. Utility Locator shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Utility Locator as set forth in Exhibit C.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Utility Locator is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Term shall be for a period of two (2) years, commencing upon full execution and ending September 30, 2027. The Town of Amherst reserves the right to extend the agreement for up to three (3) additional one-year terms, subject to satisfactory performance and annual budget approval.

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Utility Locator shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Utility Locator shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Utility Locator and then to principal.

B. *Failure to Pay*: If Owner fails to make any payment due Utility Locator for services and expenses within 30 days after receipt of Utility Locator's invoice, then:

1. amounts due to the Utility Locator will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Utility Locator may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Utility Locator for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Utility Locator in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Utility Locator services or compensation under this Agreement, then Utility Locator may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Utility Locator for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Utility Locator is entitled under the terms of Exhibit C.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 *Insurance*

A. Utility Locator shall procure and maintain insurance as set forth by the Town of Amherst in Exhibit E. Utility Locator shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Utility Locator.

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Utility Locator interests in the Project. Owner shall require Contractor to cause Utility Locator and its Consultants to be listed as additional insured with respect to such liability insurance purchased and maintained by Contractor for the Project.

C. Utility Locator shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit E. Such certificates shall be furnished prior to commencement of Utility Locator services and at renewals thereafter during the life of the Agreement.

5.02 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the State of New York.

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

ARTICLE 6 – EXHIBITS AND SPECIAL PROVISIONS

6.01 *Exhibits Included:*

A. Exhibit A, Utility Locator Services.
   a. Attachment 'A' - Utility Locator Proposal and Qualifications dated June 6, 2025

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Utility Locator for Services and Reimbursable Expenses.

D. <unused>

E. Exhibit E, Insurance Requirements.

F. Exhibit F, Special Provisions - Addendum to Contract Major Exposure

G. Exhibit K, Amendment to Owner-Utility Locator Agreement

6.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Utility Locator and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

6.03 *Designated Representatives*

A. With the execution of this Agreement, Utility Locator and Owner shall designate specific individuals to act as Utility Locator and Owner's representatives with respect to the services to be performed or furnished by Utility Locator and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

6.04 *Utility Locator Certifications*

A. Utility Locator certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **Town of Amherst**

By: _____

Brian Kulpa

Supervisor

Date Signed: _____

Utility Locator: **Ravi Engineering & Land Surveying, P.C.**

By: Kiel Roeger

Print name: **Kiel Roeger**

Title: **SUE Department Manager**

Date Signed: 7/16/2025

Address for Owner's receipt of notices:

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Designated Representative (Paragraph 8.03.A):

Brian Armstrong

Director of Engineering Services

Phone Number: (716) 631-7154

E-Mail Address: Barmstrong@amherst.ny.us

Address for Utility Locator receipt of notices:

Ravi Engineering & Land Surveying, P.C.
2110 S. Clinton Avenue
Rochester, NY 14618

Designated Representative (Paragraph 8.03.A):

Kiel Roeger

Title: **Subsurface Utility Engineering Manager**

Phone Number: **1-585-223-3660**

E-Mail Address: kroeger@ravieng.com

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Utility Locator shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Town-Requested Utility Mark-Outs (Unrelated to NY811)*

A. Utility Locator shall be responsible for mark-out services on Town-owned property or within Town right-of-way, assigned directly by the Town (i.e., not via NY811). Each request must be completed within seven (7) calendar days during regular business hours. Examples of such requests may include locating:
- Electrical Lines
- Communication (Fiber)
- Waterlines
- Sanitary Force Mains
- Gravity Sanitary Sewers
- Storm Sewers

B. The following are descriptions of the items:

1. Item 9 – Electrical Lines per hour
2. Item 10 – Communication Lines (fiber) per hour
3. Item 11 – Waterline per hour
4. Item 12 - Sanitary Force Main per hour
5. Item 13 – Gravity Sanitary per hour
6. Item 14 – Storm Sewer per hour

C. **See Appendix 'A' – Ravi Proposal dated June 6, 2025 specific to services 4.2 & 4.1**

A1.02 *Intermunicipal Purchasing (Piggybacking)*

In accordance with New York State General Municipal Law §103(16), it is the intent of the Town of Amherst to make the resulting contract from this Request for Proposal and Qualifications (RFP/RFQ) available for use by other municipal governments and public entities, subject to mutual written agreement and the consent of the awarded proposer.

By submitting a proposal, each proposer agrees that, if awarded a contract pursuant to this RFP/RFQ, the same pricing, terms, and conditions may be offered to other eligible entities upon request, provided such extension does not conflict with any existing contractual obligations and is acceptable to the proposer.

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

Proposers should be aware that other participating entities may not possess the same level of GIS data, utility records, or infrastructure mapping currently maintained by the Town of Amherst. These differences may affect the proposer's ability to deliver services at the same rates or within the same timelines. Participating entities are encouraged to work directly with the selected proposer to establish mutually acceptable terms, including adjustments for data availability, site complexity, or other local conditions.

Each participating municipality shall be solely responsible for its own contract execution, issuance of purchase orders, and payment of invoices. The Town of Amherst shall not be responsible for performance, administration, or payments related to services rendered to other entities under this provision.

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

B1.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Owner maintains a comprehensive base map of its underground street light wiring network. This dataset was developed through survey-grade subsurface utility mapping using electromagnetic (EM), radio frequency (RF), and ground-penetrating radar (GPR) technologies. The information includes the horizontal locations of underground street light infrastructure and associated surface features and is available in GIS-compatible formats. Utility Locator will be granted access to this data for use in fulfilling the scope of services identified in Exhibit A. Deliverable will be a KMZ file.

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

ARTICLE 1 – OWNER'S RESPONSIBILITIES

C1.01 *Compensation For Basic Services – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A for Section 4.2 items, if any, as follows:

		Ravi	
Item #	**Section 4.2 Items**	**Year 1**	**Year 2**
9	Electrical Lines per hour	$114	$121
10	Communication Lines (fiber) per hour	$114	$121
11	Waterline per hour	$114	$121
12	Sanitary Force Main per hour	$114	$121
13	Gravity Sanitary per hour	$114	$121
14	Storm Sewer per hour	$114	$121

B. Owner shall pay Engineer for Basic Services set forth in Exhibit A for Section 4.3 items, if any, as follows:

		Ravi	
Item #	**Section 4.3 Items**	**Year 1**	**Year 2**
15	Electrical Lines per hour	$114	$121
16	Communication Lines (fiber) per hour	$114	$121
17	Waterline per hour	$114	$121
18	Sanitary Force Main per hour	$114	$121
19	Gravity Sanitary per hour	$114	$121
20	Storm Sewer per hour	$114	$121

C1.02 *Annual Price Escalation (Optional Extension Years)*

A. Owner reserves the right to extend the agreement for up to three (3) additional one-year terms beyond the initial two-year contract upon mutual agreement with the Utility Locator:

- Year 3 (9/30/27 – 9/30/28) 3 %
- Year 4 (9/30/28 – 9/30/29) 3 %
- Year 5 (9/30/29 – 9/30/30) 3 %

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

G. Professional Services Consultant (Major)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME: Primary Contact at Broker
Broker Name Address Address Phone Number	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Insured Name Address Address Phone Number	INSURER A : Insurer Name INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	SUBR SD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
X	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
X	Liquor Liability Incl.			#########			MED EXP (Any one person)	$ 5,000
X	Blanket Contractual AI	X	X		##/##/####	##/##/####	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:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
X	ANY AUTO						BODILY INJURY (Per person)	$
X	OWNED AUTOS ONLY / SCHEDULED AUTOS			#########			BODILY INJURY (Per accident)	$
X	HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X		##/##/####	##/##/####	PROPERTY DAMAGE (Per accident)	$
								$
X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	#########	##/##/####	##/##/####	AGGREGATE	$ 5,000,000
	DED RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SUBMIT proof of Workers			X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A			Compensation and disability			E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below			as per examples attached			E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Cyber Liability						Per claim/Aggregate	$5,000,000
	Professional Liability						Per claim/Aggregate	$5,000,000

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

Town of Amherst is included as an additional insured. Coverage applies on a Primary and Non-Contributory Basis for all ongoing and completed operations.

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main Street Williamsville, NY 14221	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 Signed by Broker

SAMPLE

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

The Agreement is/are amended to include the following agreements of the parties:

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.

Revised 12.30..19

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

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

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

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

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

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

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

Revised 12.30..19

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

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:

Ravi Engineering & Land Surveying, P.C.
Print Name of Company

By: Kiel Roeger
Signature

Kiel Roeger
Printed name

Date: 7/16/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

Revised 12.30..19

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner- Utility Locator Agreement: July 21, 2025

Owner: **Town of Amherst**

Utility Locator: **Ravi Engineering & Land Surveying, P.C.** (" Utility Locator").

Project: **Professional Dig Safely New York Mark-Out Services (2024-2027)**

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

____ Additional Services to be performed by Utility Locator

____ Modifications to services of Utility Locator

____ Modifications to responsibilities of Owner

____ Modifications of payment to Utility Locator

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

Change in time for services (days or date, as applicable): _____

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Utility Locator hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

Agreed to and Accepted by:

Ravi Engineering & Land Surveying, P.C.
Print Name of Company

By: Kiel Roeger
Signature

Kiel Roeger
Printed Name

Date: 7/16/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa,
Supervisor

Date: _____

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

Attachment 'A'

Utility Locator Proposal and Qualifications dated June 6, 2025

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

RAVI ENGINEERING

PROVISION OF PROFESSIONAL DIG SAFELY NEW YORK MARK-OUT & UTILITY MAPPING SERVICES (2025-2027)
TOA Job # 2023.036A
Amherst, NY

2110 S. Clinton Avenue
Rochester, New York 14618
Telephone: 585-697-2807
Email: kroeger@ravieng.com

Prepared for:
Christopher P. Schregel, Project Manager
Town of Amherst Engineering Department

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

RAVI ENGINEERING

June 6, 2025

Christopher P. Schregel, LSIT
Town of Amherst Engineering Department

Re: Proposal to provide two (2) year (2025-2027) of Professional Dig Safely New York Services for Town-owned Streetlighting Facilities and Utility Mapping and Locating

Dear Mr. Schregel,

On behalf of Ravi Engineering & Land Surveying, P.C. (RE&LS), we are excited to submit this proposal in response to your RFP.

RE&LS would like to express the interest of our firm to provide Underground Utility Locating & Mapping Services (or Subsurface Utility Engineering Services) on this town project. Our underground utility locating department utilizes electromagnetic, radio frequency (RF), and ground penetrating radar (GPR) scanning technologies to detect the existence and approximate horizontal location of subsurface utilities. This utility information helps reduce damage to underground utility facilities, protects the health and safety of workers and residents, and produces informed risk management decisions as far as the project's impact on existing utilities and project design. We have enclosed a package for the Town of Amherst to illustrate how diverse our firm services are and how the Town may be able to benefit from these services.

RE&LS can offer these services to the Town on a regular basis, and being a local, mid-sized firm, we can provide professional services and respond more efficiently than a larger, national firm responds. Our main office is located in Rochester, NY and we have a Buffalo office, with staff in our department minutes from the Town of Amherst available to answer any calls in a timely matter. As a firm we are committed to performing these services for the Town as needed.

We appreciate the chance to present this material to the Town of Amherst and look forward to the opportunity to continue to provide Subsurface Utility Designation Services for the Town. I look forward to speaking again soon. Feel free to call me at Office: (585) 697-2807 | Cell: (585)-626-0280, or e-mail me at kroeger@ravieng.com if you have questions or require additional information.

We look forward to working with you!

Sincerely,

Kiel Roeger

Kiel Roeger
Subsurface Utility Manager

N.R

Nagappa Ravindra, P.E.
President

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

RAVI ENGINEERING

Ravi Engineering & Land Surveying, P.C.

Firm Background and Brief History

Established in 1995 by the firm's President & Owner, Nagappa Ravindra, P.E., Ravi Engineering & Land Surveying, P.C. (RE&LS) is a consulting firm with a staff of 104 located in Buffalo, Rochester, Binghamton and Albany, New York that specializes in providing state-of-the-art land surveying services, structural, environmental, and geotechnical engineering, in addition to construction inspection. We are committed to providing technically sound solutions to our clients that include state, municipal and private organizations. At RE&LS, we strive to exceed our clients' expectations for responsiveness, efficiency and timeliness in delivery of services. We are a **certified NYS MBE firm.**

Firm Capabilities

RE&LS survey staff has provided utility locating and surveying services for state agencies such as SUNY, SUCF, DASNY, NYSDOT, NYSTA, NYSOGS, NYSDEC as well as various County and City projects. RE&LS' subsurface utility designation staff averages over 15 years' experience in providing underground utility locating services for commercial and residential development and the design of civil, structural and transportation projects.

Our firm offers Subsurface Utility Engineering to accurately identify, characterize and map underground utilities. When combined with records research and site survey, the required quality level (designation) of Subsurface Utility Information can aid in making decisions on where to place storm drainage systems, footers, foundations and other design features, in order to avoid conflicts with, and disruptions and damage to, existing utilities. RE&LS is listed as a Dig Safe NY Private Utility Locating Firm.

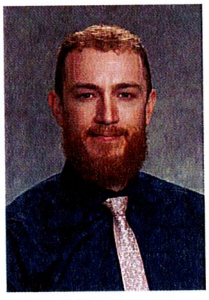
The project examples exemplify our over five (5) years of experience on projects similar in size and scope to this project. Additional project examples are available upon request. In addition, references of three recent commercial/industrial clients have been provided in this proposal.

Experienced Personnel

RE&LS' sub surface designation department has years of experience with the accurate, safe, and efficient locating of underground utilities including telecommunications, electric, power, cable TV, gas, water, and sewer systems for state agencies, counties, universities, healthcare facilities, utilities, and private clients. They have worked with numerous clients to respond to dig ticket requests, locating, identifying, and marking existing client infrastructure to meet compliance with Company, State, and Federal processes, procedures, rules, and regulations.

Professional Staff

Kiel Roeger, SUE Department Manager/Project Manager



Mr. Roeger will serve as the project manager and point of contact for this term contract. He has over 12 years' experience in utility location and designation for state agencies, counties, universities, healthcare facilities, utilities, and private clients. He has the demonstrated ability to manage all aspects of this term contract, manage resources and schedules, resolve conflicts, implement project level QA/QC programs, ensure that professional standards of work are maintained, and that ongoing communication is provided. He served in a similar role in lighting projects for the Town of Amherst and the Town of Amherst Street Light Power Source and Wiring Mapping Project. He has also managed our 811 ticket work as the prime for the State University of Buffalo SUE Term Contract we have had since 2018. He can be reached for any questions at (585) 697-2807, his cell phone (585)-626-0280, or at kroeger@ravieng.com.

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

RAVI ENGINEERING

Chris Mucha, Sr. Subsurface Utility Locator

Mr. Mucha has over 22 years' experience in utility location and designation. He has performed private locates including all utilities in various environments including colleges, hospitals, and large industrial sites, working with a variety of locating equipment and applying maps to field conditions. Mr. Mucha has performed standard audits and damage audits; scheduled audits and performed storm assessment & standby work for NYSEG, National Grid, RG&E and National Fuel. He has also worked with clients on damage claims, read prints, investigated damages and determined liability. Having served in the same capacity on our street lighting projects for the Town of Amherst and the Town of Amherst Street Light Power Source and Wiring Mapping Project, Mr. Mucha is extremely familiar with the needs of this term contract.

Both Mr. Roeger and Mr. Mucha will be available and committed to this engagement if our Proposal is selected. Additional personnel will be scheduled as needed to assure the contract needs are fulfilled. These additional personnel include Andrew Speca, Joshua Griffin, Nicholas Johnson, and Joseph Piccarretto. Resumes of the above and additional proposed personnel are attached to the Appendix of this proposal.

Certification and Licenses

RE&LS maintains all licenses, if any, required by Federal, State and Local Laws to perform the services contemplated by this Agreement. Copies of our licenses and certifications to perform this work are attached to the Appendix of this proposal

References

Matthew Marino
University at Buffalo Information Technology (UBIT)
240 Computing Center, Buffalo, NY 14260
Phone: (716) 645-5624
Email: mmarino3@buffalo.edu

Nicholas Peri
Greenlight Networks
1777 E Henrietta Rd, Ste 120 Bldg A, Rochester, NY 14623
Phone: (585) 563-1171
Email: nperi@greenlightnetworks.com

Aaron Bower
Earth Tech Developers
180 South Ave. Brockport, NY 14420
Phone: (585) 207-4840
aaron@earthtechdevelopers.com

Neal Short
LaBella Associates
300 State Street, Suite 201 Rochester, NY 14614
Phone: (585) 471-7338
Email: NShort@LaBellaPC.com

Similar Experience

SUNY Buffalo, Underground Utility Locating Term Contract, Buffalo, NY

RE&LS has held an Underground Utility Locating Term contract for Construction Activities Services at The State University of New York at Buffalo's North, South, and Downtown Campuses, as well as other University-related properties since 2018. RE&LS is providing turn-key Underground Utility Locating Service for the University as part of our second Five-Year contract.

RE&LS is currently providing underground locating and mark out services for all existing utilities for these areas: potable water; sewer and drain lines; chilled water; fire mains; steam lines and tunnels; gas; oil; and communications (fiber and copper).
Contact: SUNY Buffalo, Bruce Stisser, Project Manager, bstisser@buffalo.edu

Town of Amherst LED Street Lighting, Amherst, NY

RE&LS provided QL-B Subsurface Utility Designation and Mapping Services, Street Light Power Source and Wiring Mapping, Town of

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

RAVI ENGINEERING

Amherst, NY. RE&LS used electro-magnetic RTK equipment capable of providing sub-meter GPS data, RE&LS conducted subsurface utility designation services to locate, identify, and map all energy sources and electrical wires powering 7,339 streetlights throughout the Town of Amherst. RE&LS provided a KMZ map and CSV spreadsheet reflecting all located energy sources and electrical wires powering the streetlights.
Contact: Maria Szefler, Wendel Companies mszefler@wendelccompanies.com

Town of Amherst Street Light Power Source and Wiring Mapping Project, Amherst, NY

RE&LS provided QL-B Subsurface Utility Designation and Mapping Services for the Town of Amherst Street Light Power Source and Wiring Mapping Project. RE&LS used electro-magnetic RTK equipment capable of providing sub-meter GPS data, RE&LS provided subsurface utility designation and mapping services to locate, identify, and map all energy sources and electrical wires powering approximately 4,450 street lights throughout the Town of Amherst. RE&LS also provided the mapping and shapefiles reflecting all located energy sources and electrical wires powering the street lights. Conduit material was provided when needed.
Contact: Maria Szefler, Wendel Companies mszefler@wendelcompanies.com

Village of Tivoli Wastewater System – Wastewater Plant Reconstruction Project, Tivoli, NY

RE&LS provided subsurface utility designation services for the Village of Tivoli Wastewater Plant Reconstruction project in Tivoli, NY. RE&LS provide a topographic survey and subsurface utility designation services, which were performed to ASCE Quality Level B within the project limits.
Contact: Wright-Pierce Engineering Consultants, Kevin Hickey, PE, kevin.hickey@wright-pierce.com (2022)

Scope of Work

RE&LS understands the Town of Amherst, is seeking to retain a firm to provide Underground Utility Locating Services for Town related properties. It is understood that this agreement will be for locating and mark-out services at underground utility locations for construction information in compliance with the New York State Public Service Commission requirements through NYS Code Rule 753 and **Dig Safely New York**. This contract includes all labor, equipment, transportation, and permit fees associated with providing this service for the Town. RE&LS will be responsible for the service to find the utility location and insert the utility flags at specified sites in a timely fashion for the Town of Amherst including any sites added at any time throughout the length of any Contract.

RE&LS will provide a turn-key Underground Utility Locating Service for these areas: Town of Amherst owned Streetlighting Facilities. We will also video tape the ticket work final product as required.

RE&LS will provide third-party coverage meeting the requirements of the Dig Safely New York program, specifically managing all NY811 calls for the Town of Amherst Streetlights Service Area. We understand that underground mapping for the street lighting GIS website is in progress for the NYSEG service area and will be provided upon completion. Copies of the street light maps covering this Service Area are available upon request and are posted on the Town's Street Lighting GIS mapping website

Ticket Review
RE&LS will analyze ticket location and project details to determine whether the Town of Amherst has lighting facilities in the area of disturbance. If there is a conflict, field crews will be notified to mark out. If there is no conflict, UDig will be notified with a clear response.

Field Work (Ticket Markout)
Mobilize and demobilize technical personnel with the following equipment:

- Radio Detection, Inc. RD-8000 Electromagnetic Locating Device
- Maggie Magnetic Locator
- Vivax Metrotech vLoc3 RTK Pro Utility Locator
- GSSI Utilityscan – GPR
- U.S. Radar GP Rover QR-600

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

RAVI ENGINEERING

Damage Investigation
RE&LS will provide response to Town of Amherst lighting damage. Field crews will respond to the site of damage and re-locate the utility. Photos, videos and supporting documentation will be provided in a report form and submitted to the Town. RE&LS technical and management staff will be available to the Town Amherst in support of any claim.

Assumptions
In defining the scope of services and fee, certain assumptions will apply. Modification of these assumptions would require a review of, and possible change to, our scope of service and fee.

- Field crews are not required to be paid NYS prevailing wages.
- Utilities that are to be marked will be limited to the Town of Amherst Lighting.
- Recent "Survey" of the Town of Amherst lighting system collected by RE&LS will be used to determine clear or in conflict status.
- It is assumed that a "ticket" will consist of an individual address. Individual addresses should have lighting markout of 100 linear feet±. Distances beyond 100' will require additional effort and will be invoiced per quarter hour.
- Ticket response will be performed using Exactix software as a part of UDIG-NY.
- Utility structure information will be obtained from the surface. No confined space entry will occur.
- Assumes UDig Code rule 753 standards will be applied for all responses.
- No work to be done on holidays

Indemnification
Should we be selected for this contract, RE&LS shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless The Town of Amherst and its officers, boards, directors, employees, and agents from and against any and all claims, damages, losses, and expenses. These include but are not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of RE&LS, its employees, agents, or subcontractors for any work or services performed on behalf of the Town of Amherst.

Insurance and Security Requirements
If, selected, RE&LS will procure and maintain at its own expense the insurance coverages outlined in the Request for Proposal. A sample certification of our coverage is attached in the Appendix.

Iran Divestment Act:
By submission of a bid in response to this Bid request, RE&LS and each person signing on behalf of any bidder certifies, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

Non-Discrimination and Diversity Requirements:
RE&LS, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. RE&LS will not participate directly or indirectly in the discrimination prohibited by the federal, state and local laws and regulations, including employment practices. In all solicitations, either by competitive bidding, or negotiation made by the respondent/contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the respondent/contractor of the respondent/contractor's obligations under this Statement and the federal, state and local laws and regulations relative to Non-discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency."

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

RAVI ENGINEERING

Forms / Addendums

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

2110 S. Clinton Avenue Rochester, NY 14618 • Telephone: 585-223-3660 • Email: info@ravieng.com

EXHIBIT "1"

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

Company Name: Ravi Engineering and Land Surveying, ,P.C.

Signature: Anisha. Ravindra

Print Name: Anisha Ravindra, P.E.

Title: Vice President/Director of Operations

Date: June 4, 2025

Revised 4.2017

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

TOWN OF AMHERST ENGINEERING DEPARTMENT
ENGINEERING SERVICES DIVISION
BRIAN J. ARMSTRONG – DIRECTOR OF ENGINEERING SERVICES

ADDENDUM NO. 1
Request for Proposal and Qualifications
Provision of Professional Dig Safely New York Mark-out & Utility Mapping Services
TOA Job # 2023.036A
Town of Amherst, NY
Dated: May 30, 2025

In Accordance with Section 11 in the RFP/RFQ, this Addendum is issued to clarify questions received regarding the above-referenced RFP/RFQ.

The following questions were submitted by a prospective respondent. The Town's responses are provided below.

Question 1: How many street lights does the Town have?
Town of Amherst Response 1:
Cobrahead: 2,927
Post Top: 6,598

Question 2: Will the Town be able to provide the supplier with a complete set of .kmz files of their street lights (poles, underground lines, etc.)?
Town of Amherst Response 2: *Yes, the Town of Amherst will provide a complete set of .kmz files for relevant street lighting infrastructure.*

Question 3: Does the Town have any historical data on number or % of office clears vs. field mark-outs? If not for the entire year, can a few months be provided to help the supplier understand field labor needs?
Town of Amherst Response 3: *No, the Town of Amherst does not have historical data available on office clears versus field mark-outs.*

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

Question 4: Does the Town have any historical data on number or % of after-hour emergency tickets?

Town of Amherst Response 4: *The Town of Amherst provides the following data for after-hour emergency tickets (excludes business hour emergencies):*

November 2024 – 2%
December 2024 – 8%
January 2025 – 11%
February 2025 – 6%
March 2025 – 5%
April 2025 – 11%

Question 5: How much weight of the award decision will be based on pricing of Section 4.2 and 4.3 vs. 4.1?

Town of Amherst Response 5: *No predetermined weighting has been assigned as of this Addendum. Proposals will be reviewed and scored by individual section. As noted in the RFP, the Town reserves the right to award Sections 4.1, 4.2, and 4.3 separately. Therefore, respondents who do not specialize in services outlined in Sections 4.2 or 4.3 may choose not to submit pricing for those sections and still be considered for award of Section 4.1—or any combination of sections, as applicable.*

Acknowledgment of Receipt – Addendum No. 1

The undersigned hereby acknowledges receipt of **Addendum No. 1** for:

REQUEST FOR PROPOSAL AND QUALIFICATIONS
PROVISION OF PROFESSIONAL DIG SAFELY NEW YORK MARK-OUT & UTILITY MAPPING SERVICES
TOA Job # 2023.036A

This acknowledgment must be signed by an authorized representative and **submitted with the final proposal package in accordance with Section 11.4 of the RFP**.

NOTE: Failure to include this signed acknowledgment with the proposal submission may result in disqualification.

Signature: Kiel Roeger

Printed Name: Kiel Roeger

Title: Subsurface Utility Engineering Manager

Company: Ravi Engineering & Land Surveying, P.C.

Date: 6/2/2025

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

TOWN OF AMHERST ENGINEERING DEPARTMENT
ENGINEERING SERVICES DIVISION
BRIAN J. ARMSTRONG – DIRECTOR OF ENGINEERING SERVICES

ADDENDUM NO. 2
Request for Proposal and Qualifications
Provision of Professional Dig Safely New York Mark-out & Utility Mapping Services
TOA Job # 2023.036A
Town of Amherst, NY
Dated: June 3, 2025

In Accordance with Section 11 in the RFP/RFQ, this Addendum is issued to clarify questions received regarding the above-referenced RFP/RFQ.

The following questions were submitted by a prospective respondent. The Town's responses are provided below.

Question 1: Are Late ticket classifications by the Amherst determined by UDigNY 811 Ticket Type Late notifications or solely based on original ticket due date?
Town of Amherst Response 1: *Late tickets will be determined by UDigNY 811.*

Question 2: Can Amherst provide historical or estimated volumes for bid items in sections 4.2 and 4.3 (Town Requested Utility Mark-outs / Subsurface Utility Mapping)?
Town of Amherst Response 2: *No. These are new services being requested. As such, there is no historical data.*

Question 3: Is there a historical average claims cost per Amherst streetlight damage? Can Amherst provide the historical number of damage investigations needed per month or annually?
Town of Amherst Response 3: No.

Question 4: What is the required timeline for damage investigations returned to Amherst?
Town of Amherst Response 4: *Damage investigations are around 2-3 per year.*

Question 5: What is the timeline for notifying the locate vendor about a utility damage that requires an investigation? Additionally, is there a post damage notification cutoff time that would relieve the locate vendor from the damage investigation requirement?
Town of Amherst Response 5: *There is no specified time, but Town and Vendor can agree on a time. We normally authorize as soon as we find out that there is a claim from a contractor that there was potentially a mis-mark. We recognize that it is easiest for the 3rd party mark out vendor to investigate when the excavation is open. As such, notification is provided quickly.*

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

Acknowledgment of Receipt – Addendum No. 2

The undersigned hereby acknowledges receipt of **Addendum No. 2** for:

REQUEST FOR PROPOSAL AND QUALIFICATIONS
PROVISION OF PROFESSIONAL DIG SAFELY NEW YORK MARK-OUT & UTILITY MAPPING SERVICES
TOA Job # 2023.036A

This acknowledgment must be signed by an authorized representative and **submitted with the final proposal package in accordance with Section 11.4 of the RFP**.

NOTE: Failure to include this signed acknowledgment with the proposal submission may result in disqualification.

Signature: Kiel Roeger

Printed Name: Kiel Roeger

Title: Subsurface Utility Engineering Manager

Company: Ravi Engineering and Land Surveying, P.C.

Date: 6/3/2025

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

TOWN OF AMHERST ENGINEERING DEPARTMENT
ENGINEERING SERVICES DIVISION
BRIAN J. ARMSTRONG – DIRECTOR OF ENGINEERING SERVICES

ADDENDUM NO. 3
Request for Proposal and Qualifications
Provision of Professional Dig Safely New York Mark-out & Utility Mapping Services
TOA Job # 2023.036A
Town of Amherst, NY
Dated: June 3, 2025

In Accordance with Section 11 in the RFP/RFQ, this Addendum is issued to clarify questions received regarding the above-referenced RFP/RFQ.

The following questions were submitted by a prospective respondent. The Town's responses are provided below.

Question 1: Will the Town accept exceptions to the contract and SOW?
Town of Amherst Response 1: *The Town will review proposed exceptions on a case-by-case basis; however, significant deviations from the Scope of Work referenced in the RFP/RFQ may negatively impact the evaluation of the proposal. Respondents are encouraged to clearly identify and justify any exceptions.*

Question 2: Will the Town accept exceptions to the RFP documents? If yes, does that count towards our 10-page limit?
Town of Amherst Response 2: *Yes, exceptions to the RFP documents may be submitted. Any exceptions and their justifications must be included within the 10-page proposal limit.*

Question 3: May the Bidder propose a contract template? If yes, does that count towards our 10-page limit?
Town of Amherst Response 3: *Bidders may submit a proposed contract template as supplemental material. Such templates will not count toward the 10-page limit if included as an appendix and referenced appropriately within the proposal narrative.*

Question 4: Can we submit a template contract?
Town of Amherst Response 4: *Yes, bidders may submit a template contract. However, please be advised that the Town is currently formulating its own Agreement based on the RFP/RFQ and its standard terms and conditions. While proposer templates may be reviewed for reference, it is highly unlikely that any bidder-provided contract will be used in place of the Town's final Agreement.*

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

The undersigned hereby acknowledges receipt of **Addendum No. 3** for:

REQUEST FOR PROPOSAL AND QUALIFICATIONS
PROVISION OF PROFESSIONAL DIG SAFELY NEW YORK MARK-OUT & UTILITY MAPPING SERVICES
TOA Job # 2023.036A

This acknowledgment must be signed by an authorized representative and **submitted with the final proposal package in accordance with Section 11.4 of the RFP**.

NOTE: Failure to include this signed acknowledgment with the proposal submission may result in disqualification.

Signature: Kiel Roeger

Printed Name: Kiel Roeger

Title: Subsurface Utility Engineering Manager

Company: Ravi Engineering and Land Surveying, P.C.

Date: 6/3/2025

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

RAVI ENGINEERING

Team Resumes

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

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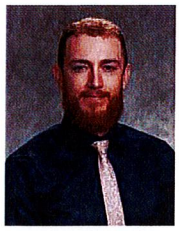
RAVI ENGINEERING

Kiel Roeger
Subsurface Utility Manager



EDUCATION

Monroe Community College, 2010 - Business Management

PROFESSIONAL CERTIFICATIONS

Dig Safe NY – Member Representative
10 Hour OSHA Construction Safety & Health
GPR Equipment Training
PACP (Pipeline Assessment Certification Program) certified by NASSCO (National Association of Sewer Service Companies)

Kiel Roeger has over 12 years of experience in utility location and designation for state agencies, counties, universities, healthcare facilities, utilities, and private clients. Mr. Roeger communicates effectively and efficiently all manner of fieldwork reports to excavators, utility reps, and company personnel, regarding underground facilities. Showing strong attention to detail and a commitment to safety, Mr. Roeger upholds our values of integrity and excellence in performance on all assignments.

RELEVANT PROJECT EXPERIENCE

Town of Amherst LED Street Lighting, Amherst, NY - RE&LS provided QL-B Subsurface Utility Designation and Mapping Services, Street Light Power Source and Wiring Mapping, Town of Amherst, NY. RE&LS used electro-magnetic RTK equipment capable of providing sub-meter GPS data, RE&LS conducted subsurface utility designation services to locate, identify, and map all energy sources and electrical wires powering 7,339 streetlights throughout the Town of Amherst. RE&LS provided a KMZ map and CSV spreadsheet reflecting all located energy sources and electrical wires powering the streetlights.

Town of Cheektowaga Street Light Power Source and Wiring Mapping Project, Cheektowaga, NY - RE&LS provided QL-B Subsurface Utility Designation and Mapping Services for the Town of Cheektowaga Street Light Power Source and Wiring Mapping Project, Cheektowaga, New York. RE&LS used electro-magnetic RTK equipment capable of providing sub-meter GPS data, RE&LS provided subsurface utility designation and mapping services to locate, identify, and map all energy sources and electrical wires powering approximately 4,450 street lights throughout the Town of Cheektowaga. RE&LS also provided the mapping and shapefiles reflecting all located energy sources and electrical wires powering the street lights. Conduit material was provided when needed. (2024)

SUNY Geneseo Electrical Upgrades, Geneseo, NY - RE&LS provided Subsurface Utility Designation services for the SUNY Geneseo Electrical Upgrades project. This project was to replace the underground electric and data (fiber) distribution system SUNY Geneseo's north campus. The electric distribution system for the north campus is designated as Circuits 7 / 13. This circuit emanates from the Clark Service Building and serves 17 buildings. Subsurface utility designation services were performed to ASCE Quality Level B within the project limits utilizing Radio Frequency devices (GPR).

SUNY Buffalo, Buffalo, NY - Underground Utility Locating, Buffalo, NY Term contract for Underground Utility Locating for Construction Activities Services at The State University of New York at Buffalo's North, South and Downtown Campuses, as well as other University-related properties. RE&LS is currently providing turn-key Underground Utility Locating Service for the University. RE&LS provides underground locating and mark out services for all existing utilities for these areas: potable water; sewer and drain lines; chilled water; fire mains; steam lines and tunnels; gas; oil; and communications (fiber and copper).

Comprehensive Cancer Center, City of Buffalo's Carlton Street Water Main Replacement Project, Buffalo, NY - RE&LS conducted a Quality Level B utility subsurface utility designation services to clear, mark out, and map the private utilities that are detected within the Carlton Street corridor between North Oak St. and Michigan Ave., marking out any underground utilities along Carlton St. in preparation for the installation of a new 12" water main by the City of Buffalo that might conflict with or damage subsurface utilities belonging to the Roswell Park Comprehensive Cancer Center. (2022)

Town of Lockport, Superfund Site, Town of Lockport, Niagara County, NY, Subsurface Utility Designation, Geophysical and Topographical property surveys for remedial design for at 29 residences that are impacted by the former Flintkote Plant property at the Eighteen Mile Creek Superfund Site in Lockport, New York. Geophysical property surveys were to identify all buried utilities and subsurface structures (both metallic and non-metallic), as well as underground tunnels and vaults at each property. RE&LS conducted boundary and topographical surveys of all 29 properties. Survey data was collected using a combination of GPS and conventional survey methods. Detailed survey analysis of the property lines and right of way were conducted within the survey limits. RE&LS conducted subsurface utility designation (utility clearance & mark out) services, and provided a Quality Level B subsurface utility designation services, Quality Level B utility depiction involved marking out of the approximate horizontal locations of all detected utilities within the limits of excavation.

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

RAVI ENGINEERING

Christopher Mucha
Subsurface Utility Locator

EDUCATION

A.S., Survey Engineering Technology
A.S., Construction Management Technology

PROFESSIONAL CERTIFICATIONS

Dig Safe NY – Member Representative
10 Hour OSHA Construction Safety & Health
GPR Equipment Training
40 Hour OSHA HAZWOPER
PACP (Pipeline Assessment Certification Program) certified by NASSCO (National Association of Sewer Service Companies)

Christopher Mucha has over 22 years' experience in utility location and designation for state agencies, counties, universities, healthcare facilities, utilities, and private clients.

RELEVANT PROJECT EXPERIENCE

Town of Amherst LED Street Lighting, Amherst, NY - RE&LS provided QL-B Subsurface Utility Designation and Mapping Services, Street Light Power Source and Wiring Mapping, Town of Amherst, NY. RE&LS used electro-magnetic RTK equipment capable of providing sub-meter GPS data, RE&LS conducted subsurface utility designation services to locate, identify, and map all energy sources and electrical wires powering 7,339 streetlights throughout the Town of Amherst. RE&LS provided a KMZ map and CSV spreadsheet reflecting all located energy sources and electrical wires powering the streetlights.

Town of Cheektowaga Street Light Power Source and Wiring Mapping Project, Cheektowaga, NY - RE&LS provided QL-B Subsurface Utility Designation and Mapping Services for the Town of Cheektowaga Street Light Power Source and Wiring Mapping Project, Cheektowaga, New York. RE&LS used electro-magnetic RTK equipment capable of providing sub-meter GPS data, RE&LS provided subsurface utility designation and mapping services to locate, identify, and map all energy sources and electrical wires powering approximately 4,450 street lights throughout the Town of Cheektowaga. RE&LS also provided the mapping and shapefiles reflecting all located energy sources and electrical wires powering the street lights. Conduit material was provided when needed.

Tonawanda Coke Corp Remedial Investigation, Tonawanda, Erie County, NY - RE&LS provided QL-B Subsurface Utility Designation & Mapping Services for the remedial investigation and feasibility study for site 108 of the Tonawanda Coke Site. The scope included clearing utilities for test pit (15) and soiling boring locations (3) 3800 River Road, Tonawanda, NY, specifically, Tonawanda Coke Site OU-3 (Site 108). Water lines starting at the pump house on the Niagara River were marked out 400' from the building to the interior of the site. RE&LS used electromagnetic induction, radio frequency (RF), and ground penetrating radar (GPR) - to search for and detect buried structures and subsurface utilities within the areas of investigation. RE&LS also conducted a geophysical survey at the test pit and soil boring sample locations, excluding locations inundated with water.

Comprehensive Cancer Center, City of Buffalo's Carlton Street Water Main Replacement Project, Buffalo, New York - RE&LS conducted a Quality Level B utility subsurface utility designation services to clear, mark out, and map the private utilities that are detected within the Carlton Street corridor between North Oak St. and Michigan Ave., marking out any underground utilities along Carlton St. in preparation for the installation of a new 12" water main by the City of Buffalo that might conflict with or damage subsurface utilities belonging to the Roswell Park Comprehensive Cancer Center.

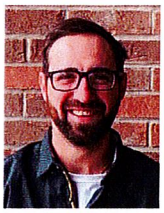
SUNY Buffalo, Buffalo, NY - Underground Utility Locating, Buffalo, NY Term contract for Underground Utility Locating for Construction Activities Services at The State University of New York at Buffalo's North, South and Downtown Campuses, as well as other University-related properties. RE&LS is currently providing turn-key Underground Utility Locating Service for the University. RE&LS provides underground locating and mark out services for all existing utilities for these areas: potable water; sewer and drain lines; chilled water; fire mains; steam lines and tunnels; gas; oil; and communications (fiber and copper).

Batavia VA Medical Center Water Distribution System Replacement, City of Batavia, New York - RE&LS conducted Quality Level B subsurface utility designation services to clear and mark out the utilities that are detected within the proposed path for new water lines within the 488-acre campus. RE&LS provided Quality Level B subsurface utility designation services, marking out any underground utilities within the areas to be excavated or where proposed utilities were installed and may cross existing underground utilities. RE&LS selected surface geophysical methods to search for and detect buried structures and subsurface utilities within the proposed site limits.

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

RAVI ENGINEERING

Joseph A. Piccarreto
Underground Utility Designator



EDUCATION

Bishop Kearney High School

PROFESSIONAL CERTIFICATIONS

10 Hour OSHA
40 Hour OSHA HAZWOPER
GPR Equipment Training
Permit required confined spaces training

RELEVANT PROJECT EXPERIENCE

Town of Amherst LED Street Lighting, Amherst, NY - RE&LS provided QL-B Subsurface Utility Designation and Mapping Services, Street Light Power Source and Wiring Mapping, Town of Amherst, NY. RE&LS used electro-magnetic RTK equipment capable of providing sub-meter GPS data, RE&LS conducted subsurface utility designation services to locate, identify, and map all energy sources and electrical wires powering 7,339 streetlights throughout the Town of Amherst. RE&LS provided a KMZ map and CSV spreadsheet reflecting all located energy sources and electrical wires powering the streetlights.

Town of Cheektowaga Street Light Power Source and Wiring Mapping Project, Cheektowaga, NY - RE&LS provided QL-B Subsurface Utility Designation and Mapping Services for the Town of Cheektowaga Street Light Power Source and Wiring Mapping Project, Cheektowaga, New York. RE&LS used electro-magnetic RTK equipment capable of providing sub-meter GPS data, RE&LS provided subsurface utility designation and mapping services to locate, identify, and map all energy sources and electrical wires powering approximately 4,450 street lights throughout the Town of Cheektowaga. RE&LS also provided the mapping and shapefiles reflecting all located energy sources and electrical wires powering the street lights. Conduit material was provided when needed. (2024)

SUNY Buffalo, Buffalo, NY - Underground Utility Locating, Buffalo, NY - Term contract for Underground Utility Locating for Construction Activities Services at The State University of New York at Buffalo's North, South and Downtown Campuses, as well as other University-related properties. RE&LS is currently providing turn-key Underground Utility Locating Service for the University. RE&LS provides underground locating and mark out services for all existing utilities for these areas: potable water; sewer and drain lines; chilled water; fire mains; steam lines and tunnels; gas; oil; and communications (fiber and copper).

SUNY Buffalo (University at Buffalo) Ellicott Quad Water Distribution System, Buffalo, NY - The Project provided a comprehensive replacement of all underground water mains, valves, fire hydrants, and fittings. The project included the replacement of the in-building water main feed, and associated valves and fittings. Associated in-building work included architectural modifications of walls, and mechanical/electrical systems. Other work includes replacement of exterior ground finishes including asphalt parking areas, concrete plaza and hardscapes, and grassed lawn areas. RE&LS provided surveying & SUE services for the SUNY Buffalo – Ellicott Quad Water Distribution System project. The field survey include the collection of planimetric and topographic features for the development of 3D mapping using AutoCAD Civil 3D software. Critical terrain features were be surveyed for the development of a surface model. Items surveyed included, building outline, sidewalk, curb, pavements, landscaping areas, parking stalls, parking lot spot grades, surface features, door locations a, ditches, and visible utilities. RE&LS performed Quality Level B subsurface utility designation services, marking out any underground utilities within the areas to be excavated or where proposed infrastructure will be installed and may cross existing underground utilities.

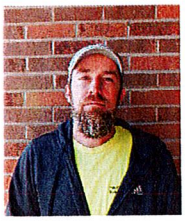
SUNY Geneseo Electrical Upgrades, Geneseo, NY - RE&LS provided Subsurface Utility Designation services for the SUNY Geneseo Electrical Upgrades project. This project was to replace the underground electric and data (fiber) distribution system SUNY Geneseo's north campus. The electric distribution system for the north campus is designated as Circuits 7 / 13. This circuit emanates from the Clark Service Building and serves 17 buildings. Subsurface utility designation services were performed to ASCE Quality Level B within the project limits utilizing Radio Frequency devices (GPR).

Lakeshore CSD, New Playground -John T Waugh Intermediate, Angola, NY - RE&LS provided Subsurface Utility Designation services for the construction of a new playground at the John T. Waugh Intermediate School. Subsurface utility designation services were performed to ASCE Quality Level B within the project limits. A Quality Level B utility depiction involved marking out the approximate horizontal locations of all detected utilities within the proposed system development sites, utilizing a combination of paint and flagging based on color code standards established by the American Public Works Association.

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

RAVI ENGINEERING

Andrew Specca
Subsurface Utility Locator



EDUCATION

Mount Vernon Nazarene University, Mount Vernon, Ohio, Bachelor of Arts, Early Childhood Education, May 2006

PROFESSIONAL CERTIFICATIONS

- OSHA 10 Hour Certified
- OSHA 40 Hour HAZWOPER Certified
- TWIC Certified
- Permit required confined spaces training

RELEVANT PROJECT EXPERIENCE

Town of Cheektowaga Street Light Power Source and Wiring Mapping Project, Cheektowaga, NY - RE&LS provided QL-B Subsurface Utility Designation and Mapping Services for this Street Light Power Source and Wiring Mapping Project. RE&LS used electro-magnetic RTK equipment capable of providing sub-meter GPS data, RE&LS provided subsurface utility designation and mapping services to locate, identify, and map all energy sources and electrical wires powering approximately 4,450 street lights throughout the Town of Cheektowaga. RE&LS also provided the mapping and shapefiles reflecting all located energy sources and electrical wires powering the street lights. Conduit material was provided when needed. (2024)-

Lakeshore CSD, New Playground -John T Waugh Intermediate, Angola, NY - - RE&LS provided Subsurface Utility Designation services for the construction of a new playground at the John T. Waugh Intermediate School. Subsurface utility designation services were performed to ASCE Quality Level B within the project limits. A Quality Level B utility depiction involved marking out the approximate horizontal locations of all detected utilities within the proposed system development sites, utilizing a combination of paint and flagging based on color code standards established by the American Public Works Association.

SUNY Buffalo (University at Buffalo) Ellicott Quad Water Distribution System, Buffalo, NY - The Project provided a comprehensive replacement of all underground water mains, valves, fire hydrants, and fittings. The project included the replacement of the in-building water main feed, and associated valves and fittings. Associated in-building work included architectural modifications of walls, and mechanical/electrical systems. Other work includes replacement of exterior ground finishes including asphalt parking areas, concrete plaza and hardscapes, and grassed lawn areas. RE&LS provided surveying & SUE services for the SUNY Buffalo – Ellicott Quad Water Distribution System project. The field survey include the collection of planimetric and topographic features for the development of 3D mapping. RE&LS performed Quality Level B subsurface utility designation services, marking out any underground utilities within the areas to be excavated or where proposed infrastructure will be installed and may cross existing underground utilities.

SUNY Buffalo, Buffalo, NY - Underground Utility Locating, Buffalo, NY - Term contract for Underground Utility Locating for Construction Activities Services at The State University of New York at Buffalo's North, South and Downtown Campuses, as well as other University-related properties. RE&LS is currently providing turn-key Underground Utility Locating Service for the University. RE&LS provides underground locating and mark out services for all existing utilities for these areas: potable water; sewer and drain lines; chilled water; fire mains; steam lines and tunnels; gas; oil; and communications (fiber and copper).

SUNY Oswego Mahar Hall Renovation, Oswego, NY - This project was for the renovations to Mahar Hall and the adjacent quad at SUNY Oswego. The building was constructed in 1966 and is a concrete frame structure with four stories above grade plus full basement, which houses classrooms, offices, and social science labs. RE&LS performed a topographic survey and developed 3D mapping in support of the replacement of pavers and site work in the project areas. RE&LS conducted Quality Level B subsurface utility designation services to determine the nature of all subsurface utilities, including water, gas, electric, phone, fiber optic, sewer, irrigation, existing gravity storm and sanitary sewer. (2023)

City of Rochester, Bull's Head Topo Survey, Rochester. NY - RE&LS conducted a complete topographic, utility and boundary survey for the Bull's Head Project in Rochester, NY. This included the collection of invert measurements for storm and sanitary sewers. Finished floor elevation measurements were recorded at each doorway for the buildings within the survey area. A full boundary and ROW determination was conducted.

NYPA Erie Canal-Way Trail Rehab – Scottsville Rd to Lyell Avenue, Rochester, NY - RE&LS provided survey services for topographic, utility, ROW & property survey's for this trail rehabilitation project. The field survey included the collection of planimetric and topographic features for the development of 3D mapping using Bentley Microstation. Critical terrain features were surveyed for the development of a surface model. RE&LS provided Quality Level B subsurface utility designation services, including sanitary, storm water, heating, cooling, electrical lines, fiber optic, gas lines, water mains, street lighting, and various communications lines within and around parking lot areas slated for improvements.

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

RAVI ENGINEERING

Joshua Griffin
Subsurface Utility Locator

EDUCATION

Wayne Central High School, 2009.
E.M.C.C., Buildings & Grounds 05-07

PROFESSIONAL CERTIFICATIONS

OSHA 30-hour Safety & Health
EHAP (Electrical Hazard Awareness Program)
NGA (Northeast Gas Association)
CEP Certified Excavator Program)

RELEVANT PROJECT EXPERIENCE

Town of Cheektowaga Street Light Power Source and Wiring Mapping Project, Cheektowaga, NY - RE&LS provided QL-B Subsurface Utility Designation and Mapping Services for the Town of Cheektowaga Street Light Power Source and Wiring Mapping Project, Cheektowaga, New York. RE&LS used electro-magnetic RTK equipment capable of providing sub-meter GPS data, RE&LS provided subsurface utility designation and mapping services to locate, identify, and map all energy sources and electrical wires powering approximately 4,450 street lights throughout the Town of Cheektowaga. RE&LS also provided the mapping and shapefiles reflecting all located energy sources and electrical wires powering the street lights. Conduit material was provided when needed. (2024)

SUNY Buffalo (University at Buffalo) Ellicott Quad Water Distribution System, Buffalo, NY – This project provided a comprehensive replacement of all underground water mains, valves, fire hydrants, and fittings. The project included the replacement of the in-building water main feed, and associated valves and fittings. Associated in-building work included architectural modifications of walls, and mechanical/electrical systems.. RE&LS provided surveying & SUE services for the project. The field survey include the collection of planimetric and topographic features for the development of 3D mapping using AutoCAD Civil 3D software. Critical terrain features were be surveyed for the development of a surface model. Items surveyed included, building outline, sidewalk, curb, pavements, landscaping areas, parking stalls, parking lot spot grades, surface features, door locations a, ditches, and visible utilities. RE&LS performed Quality Level B subsurface utility designation services, marking out any underground utilities within the areas to be excavated or where proposed infrastructure will be installed and may cross existing underground utilities.

SUNY Buffalo, Buffalo, NY - Underground Utility Locating, Buffalo, NY - Term contract for Underground Utility Locating for Construction Activities Services at The State University of New York at Buffalo's North, South and Downtown Campuses, as well as other University-related properties. RE&LS is currently providing turn-key Underground Utility Locating Service for the University. RE&LS provides underground locating and mark out services for all existing utilities for these areas: potable water; sewer and drain lines; chilled water; fire mains; steam lines and tunnels; gas; oil; and communications (fiber and copper).

PREVIOUS EXPERIENCE

Superintendent of District Build Construction, LeChase Construction Service LLC - July 2022-7/2024
Mr. Griffin oversaw the construction and restoration of greenlight fiber networks, and assisted in fiber optics layout & design. Oversaw & upheld safety regarding directional drilling, excavating, missiling, trenching, aerial bucket operations, etc. oversaw & performed restoration, landscaping, paving. Managed & maintained relations between companies, customers, municipalities, public. Maintained scheduling & project management. Performed, assisted, taught, and oversaw public & private utility locating.

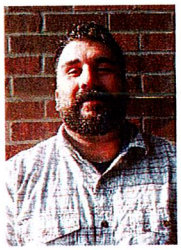
Project Team Leader - Greater Rochester Area, United States Infrastructure Corp (USIC) 2015 – 2022
Mr. Griffin located underground gas, electric, cable, telephone, fiber, water, sewer, & other various private utilities.
Located utilities & managed a crew of up to 7 other locators daily. Coordinated w/ up to 26 different contractors simultaneously to schedule projects, & maintain a steady work flow. Assisted contractors & customers w/ project engineering & design, to navigate unforeseen obstacles. Performed damage investigations, utility identification, & locating audits. Taught, promoted, and upheld safe locating & excavation practices, dig safe ticket handling, & NYS dig safe law.

Operational Excellence Supervisor - Upstate NY, Nov. 2020 - Aug. 2021. - Mr. Griffin's responsibilities were to hire, train, oversee, evaluate, and certify up to 16 new hires / class. Performed advanced locator & management auditing & training, fleet and asset management & vendor acquisition. Conducted interviews, on-boarding, timesheets, payroll, terminations. Tested new software, tools, programs, and ideas for practicality, safety, and efficiency, prior to company wide distribution.

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

RAVI ENGINEERING

Nicholas Johnson
Underground Utility Designator



PROFESSIONAL CERTIFICATIONS

OSHA 10 Hour
OSHA 40 Hour HAZWOPER

RELEVANT PROJECT EXPERIENCE

OGS – New Field Evolution Building, Montour Falls NY
RE&LS provided a topographic and utility survey for the project area. The field survey included the collection of planimetric and topographic features for the development of 3D mapping using AutoCAD Civil 3D software. Critical terrain features were surveyed for the development of a surface model. RE&LS conducted a detailed topographic survey of the site areas of concern. RE&LS performed a boundary survey and the property lines were shown accurately for the entire parcel. RE&LS performed a ROW Survey, and the Tax Map Property Lines were shown in their approximate location on the mapping. RE&LS performed Quality Level B utility investigation using appropriate surface geophysical techniques to search for and detect subsurface utilities within the site limits and, marked the presence of subsurface utilities on the ground surface for subsequent survey location. (2024)

OGS 47593, Harriman Campus Parking Lot-, Albany, NY
RE&LS provided QL-B Subsurface Utility Designation and Mapping Services to mark-out and map utilities found within the project limits. Quality Level B utility depiction involved marking out the approximate horizontal locations of all detected utilities within the proposed system development sites, utilizing a combination of paint and flagging based on color code standards. (2024)

OGS 47272-C Cayuga Correctional Facility, Cayuga County, NY
RE&LS provided QL-B Subsurface Utility Designation and Mapping Services for the Cayuga Correctional Facility. RE&LS performed Quality Level B utility investigation using appropriate surface geophysical techniques to search for and detect subsurface utilities within the site limits and, marked the presence of subsurface utilities on the ground surface for subsequent survey location. (2024)

Town of Cheektowaga Street Light Power Source and Wiring Mapping Project, Cheektowaga, NY - RE&LS provided QL-B Subsurface Utility Designation and Mapping Services for the Town of Cheektowaga Street Light Power Source and Wiring Mapping Project, Cheektowaga, New York. RE&LS used electro-magnetic RTK equipment capable of providing sub-meter GPS data, RE&LS provided subsurface utility designation and mapping services to locate, identify, and map all energy sources and electrical wires powering approximately 4,450 street lights throughout the Town of Cheektowaga. RE&LS also provided the mapping and shapefiles reflecting all located energy sources and electrical wires powering the street lights. Conduit material was provided when needed. (2024)

SUNY Buffalo (University at Buffalo) Ellicott Quad Water Distribution System, Buffalo, NY
The Project provided a comprehensive replacement of all underground water mains, valves, fire hydrants, and fittings. The project included the replacement of the in-building water main feed, and associated valves and fittings. Associated in-building work included architectural modifications of walls, and mechanical/electrical systems. Other work includes replacement of exterior ground finishes including asphalt parking areas, concrete plaza and hardscapes, and grassed lawn areas. RE&LS provided surveying & SUE services for the SUNY Buffalo – Ellicott Quad Water Distribution System project. The field survey include the collection of planimetric and topographic features for the development of 3D mapping using AutoCAD Civil 3D software. Critical terrain features were be surveyed for the development of a surface model. Items surveyed included, building outline, sidewalk, curb, pavements, landscaping areas, parking stalls, parking lot spot grades, surface features, door locations a, ditches, and visible utilities. RE&LS performed Quality Level B subsurface utility designation services, marking out any underground utilities within the areas to be excavated or where proposed infrastructure will be installed and may cross existing underground utilities.

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

RAVI ENGINEERING

Company Certifications

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

Certificate of Completion

OSHA EDUCATION CENTER®

AMERICAN SAFETY COUNCIL

KIEL ROEGER

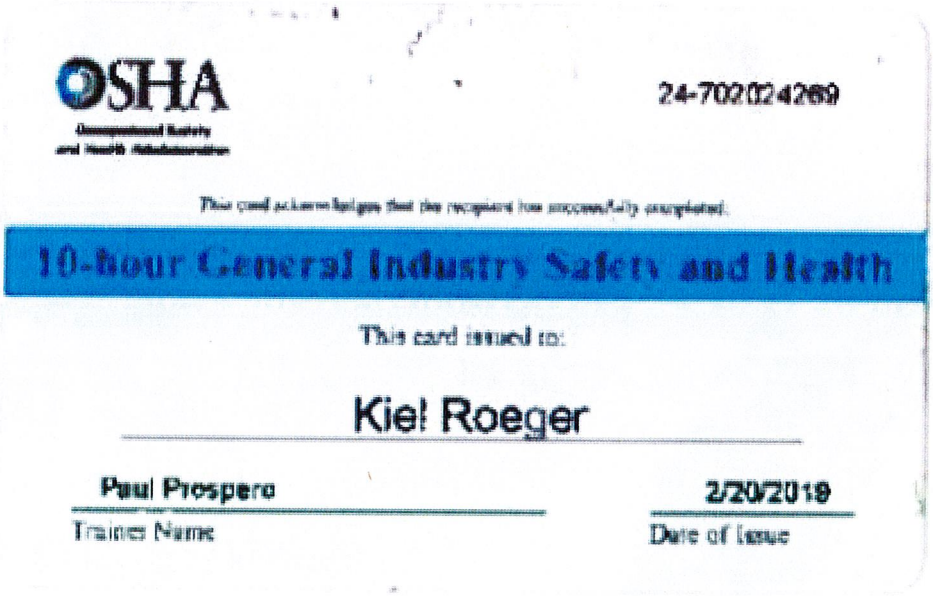
has successfully completed the following course:

Confined Space Hazards for Construction

GRADUATION DATE

7/9/2020

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)



OSHA

Occupational Safety and Health Administration

24-7020224269

This card acknowledges that the recipient has successfully completed:

10-hour General Industry Safety and Health

This card issued to:

Kiel Roeger

Paul Prospero
Trainer Name

2/20/2019
Date of Issue

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

GSSI

Certifies that:

Kiel Roeger

Completed a Training Course in the Theory and Practice of Applying Subsurface Interface Radar in Engineering and Geophysical Investigations.

StructureScan™ Mini XT

Christopher Hawekotte
President

Kevin O'Hara
Training Manager

3/30/23

Geophysical Survey Systems, Inc.

40 Simon Street • Nashua, NH 03060-3075
www.geophysical.com

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

Certificate of Completion

This is to certify that

Christopher Mucha

Has completed

HAZWOPER 40 HR

Completion Date: 11/13/2018

Course Duration: 40.0

360training.com

ISHM Institute for Safety and Health Management

6801 N Capital of Texas Hwy, Suite 150 ♦ Austin, TX 78731 ♦ 877.881.2235 ♦ www.360training.com

(CUT HERE)

This is your pocket card which may be used for proof of completion of your training. This training is intended to provide supervisor awareness for recognizing and preventing hazards on a construction site. Workers must receive addtional training as required for the specific hazards of their job or federal, state, and local requirements.

OSHAcampus is a trademark of 360training.com, Inc.

ISHM

Questions? Visit www.oshacampus.com

safety@oshacampus.com
877.881.2235

This Card May Not Be Reproduced

(FOLD)

360training.com

ISHM

This certifies that the person named below successfully completed a

Christopher Mucha

HAZWOPER 40 HR

11/13/2018
Completed

Matthew Luman
Trainer Name

Certificate of Completion

JOSEPH PICCARRETO

has successfully completed the following course:

Permit-Required Confined Spaces

from the American Safety Council Inc. and is awarded .1 IACET CEU

Completion Date: 4/25/2024

Expires 1 year from completion date

AMERICAN SAFETY COUNCIL
225 E Robinson St Suite 570
Orlando, FL 32801

David Couch, Instructor

Provider Number: 4T91

ACCREDITED IACET PROVIDER

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

OSHA EDUCATION CENTER®

AMERICAN SAFETY COUNCIL

This card certifies that

JOSEPH PICCARRETO

Permit-Required Confined Spaces

John D Comly.

Director: **John Comly**

4/25/2024

Graduation Date

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

OSHA
Occupational Safety and Health Administration

20-006292948

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Joseph A Piccarreto

David E Couch Jr
Trainer Name

11/15/2022
Date Issued

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

Certificate of Completion

JOSEPH PICCARRETO

Has diligently and with merit completed training in

OSHA 40-Hour HAZWOPER Training

on

11/13/2022

from the USF OTI Education Center

USF Health
College of Public Health

Mylene Kellerman, CWCP
Program Manager
USF OTI Education Center

University of South Florida
An Authorized OSHA Training Institute Education Center®

This course references current OSHA 29 CFR 1910.120(e) standards to assist employers in meeting training requirements.

Certificate #: 00165550

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

CSX Roadway Worker Protection
Training for Railroad Contractors

Joe Piccarreto

9995279

International Display Systems, Inc.

Issued: 14 Mar 2025 **Expires:** 14 Mar 2026

RailPros

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

GSSI

Certifies that:

Joseph Piccarreto

Completed a Training Course in the Theory and Practice of Applying Subsurface Interface Radar in Engineering and Geophysical Investigations.

StructureScan™ Mini XT

Christopher Hawekotte
President

Kevin O'Hara
Training Manager

2/13/2020

Geophysical Survey Systems, Inc.

40 Simon Street • Nashua, NH 03060-3075
www.geophysical.com

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

OSHA
Occupational Safety and Health Administration

12-602520004

This card acknowledges that the recipient has successfully completed:

30-hour Construction Safety and Health

This card issued to:

Joshua Griffin

Nicole Rua — Trainer Name

03/05/2024 — Date of Issue

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

Atlantic OSHA Training Center
An Authorized OSHA® Training Institute Education Center

732.235.9450
aotc.sph.rutgers.edu

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training, scan the QR code with your mobile device.

Rev. 1/2016

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

Certificate of Completion

JOSHUA GRIFFIN

Has diligently and with merit completed training in

40-Hour HAZWOPER Training

on

7/21/2024

from the USF OTI Education Center

USF Health
College of Public Health

Mylene Kellerman, CWCP
Program Manager
USF OTI Education Center

University of South Florida
An Authorized OSHA Training Institute Education Center®

This course references current OSHA 29 CFR 1910.120(e) standards to assist employers in meeting training requirements.

Certificate #: 00177679

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

OSHA
Occupational Safety and Health Administration

36-006057584

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to

Andrew Speca

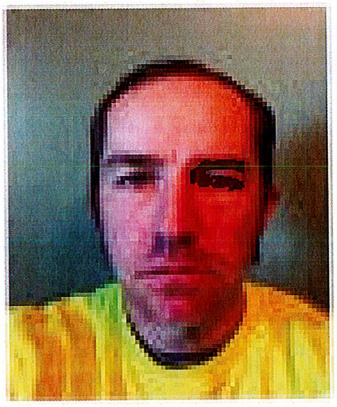
David Couch
Trainer Name

2/15/2019
Date of Issue

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

CSX Roadway Worker Protection
Training for Railroad Contractors

Andrew Speca



9990102

International Display Systems, Inc.

Issued: 14 Mar 2025 **Expires:** 14 Mar 2026

RailPros

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

Certificate of Completion

ANDREW SPECA

has successfully completed the following course:

Permit-Required Confined Spaces

from the American Safety Council Inc. and is awarded .1 IACET CEU

Completion Date: 4/25/2024

Expires 1 year from completion date

AMERICAN SAFETY COUNCIL
225 E Robinson St Suite 570
Orlando, FL 32801

David Couch, Instructor

Provider Number: 4T91

ACCREDITED IACET PROVIDER

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

OSHA EDUCATION CENTER®

AMERICAN SAFETY COUNCIL

This card certifies that

ANDREW SPECA

Permit-Required Confined Spaces

John D Comly.

Director: **John Comly**

4/25/2024

Graduation Date

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

SECTION 14 – COST PROPOSAL

NY811 Mark-out Services (Street Light wiring only)

		Non-Prevailing Wage ($)	
Item #	Section 4.1 Items	July 30, 2025 - July 30, 2026	July 31, 2026 - July 30, 2027
1	Normal Business Hours Per ticket Rate (Field Response)	$25	$27
2	Normal Business Hours Emergency Ticket Rate (Field Response)	$50	$53
3	After Hour Emergency Ticket Rate (Field Response)	$132	$140
4	Ticket Review (Office - Clear Response)	$15	$16
5	Project Rate (as needed) - Per Hr.	$114	$121
6	Quarter Hour (as needed)	$29	$31
7	Non-At Fault Damage Investigation Fee (Each)	$114 per Hr.	$121 per Hr.
8	Damage Restoration Cap – amount paid to the Town when 3rd Party Mark-out Company is found to be at fault, Lump Sum dollar amount per incident	Negotiable	Negotiable

Town-Requested Utility Mark-Outs (Unrelated to NY811)

		Non-Prevailing Wage ($) PER HOUR	
Item #	Section 4.2 Items	July 30, 2025 - July 30, 2026	July 31, 2026 - July 30, 2027
9	Electrical Lines per hour	$114	$121
10	Communication Lines (fiber) per hour	$114	$121
11	Waterline per hour	$114	$121
12	Sanitary Force Main per hour	$114	$121
13	Gravity Sanitary per hour	$114	$121
14	Storm Sewer per hour	$114	$121

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

SECTION 14 – COST PROPOSAL (Continued)

Subsurface Utility Mapping

		Non-Prevailing Wage ($) PER HOUR	
Item #	Section 4.3 Items	July 30, 2025 - July 30, 2026	July 31, 2026 - July 30, 2027
15	Electrical Lines per hour	$114	$121
16	Communication Lines (fiber) per hour	$114	$121
17	Waterline per hour	$114	$121
18	Sanitary Force Main per hour	$114	$121
19	Gravity Sanitary per hour	$114	$121
20	Storm Sewer per hour	$114	$121

Item 21 Annual Price Escalation (Optional Extension Years)

If awarded, the Town of Amherst reserves the right to extend the agreement for up to three (3) additional one-year terms beyond the initial two-year contract. Proposers shall indicate the maximum annual price escalation percentage (if any) applicable to each optional extension year. These escalation rates will be considered as part of the price evaluation and will apply uniformly to all awarded items.

Extension Year	Proposed Annual Price Escalation (%)
Year 3 (7/31/27 – 7/31/28)	3 %
Year 4 (7/31/28 – 7/31/29)	3 %
Year 5 (7/31/29 – 7/31/30)	3 %

Note: Enter "0%" if no escalation is proposed. The Year 3 escalation percentage shall be applied to the Year 2 unit rates (July 31, 2026 – July 30, 2027).

We do not anticipate any additional reimbursable expenses or ancillary costs for this assignment. No Additional charges will be incurred by the Town of Amherst without prior written approval.

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2025

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

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

PRODUCER Promark Partners Insurance Services 6700 Main St. Williamsville NY 14221	CONTACT NAME: Jennifer Dissette PHONE (A/C, No, Ext): (716) 633-8401 FAX (A/C, No): (716) 633-8429 E-MAIL ADDRESS: jdissette@promarkinsurance.com
INSURED Ravi Engineering & Land Surveying, P.C. 2110 S Clinton Ave Ste 1 Rochester NY 14618	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: The Travelers Indemnity Co. of America 25666 INSURER B: The Travelers Indemnity Co 25658 INSURER C: Phoenix Insurance Company 25623 INSURER D: Endurance American Insurance Company 10641 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2531723043 **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 [ ] CLAIMS-MADE [X] OCCUR X Includes w/in 50' railroad X Incl Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	Y	6803N961390	4/6/2025	4/6/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	X	Y	BA6R806522	4/6/2025	4/6/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	X	Y	CUP3N967437	4/6/2025	4/6/2026	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB3H607707	4/6/2025	4/6/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Includes Pollution Liability			DPL30082247500	3/20/2025	3/20/2026	Per Claim Aggregate	5,000,000 5,000,000

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

Town of Amherst is an additional insured on a primary and non-contributory basis for the general, auto and excess liability only in regards to services provided by the named insured when required by written contract. Waiver of subrogation applies in favor of holder when required by written contract. Professional Liability limits shown are per claim and aggregate for all projects of the named insured.

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

C Alderson/SALDER

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Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) **Ravi Engineering & Land Surveying, PC** **2110 South Clinton Ave., Ste 1** **Rochester, NY 14618** *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 Insurance** **(585)223-3660** **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insured** **161482116**
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) **Town of Amherst** **5583 Main Street** **Williamsville, NY 14221**	**3a. Name of Insurance Carrier** **Phoenix Insurance Company** **3b. Policy Number of entity listed in box "1a"** **UB3H607707** **3c. Policy effective period** **4/6/2025 To 4/6/2026** **3d. The Proprietor, Partners or Executive Officers are:** ☒ **included. (Only check box if all partners/officers included)** ☐ **all excluded or certain partners/officers excluded**

This certifies that the insurance carrier indicated above in box "3" insures the 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 policy). The insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicate 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.***.

Please Note: Upon the 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: Christopher N. Alderson
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ **June 27, 2025**
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-633-8401

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

C-105.2 (9-07)

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

Workers' Compensation Law

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

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

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

C-105.2 (9-07) Reverse

Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/8/2025

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

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

PRODUCER	CONTACT NAME: Jennifer Dissette
Promark Partners Insurance Services 6700 Main St. Williamsville NY 14221	PHONE (A/C, No, Ext): (716) 633-8401 FAX (A/C, No): (716) 633-8429 E-MAIL ADDRESS: jdissette@promarkinsurance.com
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
Ravi Engineering & Land Surveying, PC 2110 South Clinton Ave. Suite 1 Rochester NY 14618	INSURER A: Palomar Specialty Insurance Company 20338 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL257723972 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS						BODILY INJURY (Per person)	$
	☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			PLM-CB-S3YRBQS2P	10/10/2024	10/10/2025	Aggregate Limit	$1,000,000

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

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

C Alderson/SALDER

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Attachment: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

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)
RAVI ENGINEERING & LAND SURVEYING P.C.
2110 S CLINTON AVENUE SUITE 1
ROCHESTER, NY 14618

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
585-697-2822

1c. Federal Employer Identification Number of Insured or Social Security Number
161482116

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"
DBL598297

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

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

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

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

Date Signed 1/6/2025 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: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

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: Ravi Engineering Utility Mark-Out (RES-2025-827 : Utility Mark-Out and Subsurface Mapping)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30933 **RESOLUTION 2025-828** **ADOPTED**

Contract with VCS - CRS #5827

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst approves this contract with VCS, Visual Computer Solutions Inc software, for the time keeping and scheduling software system.

The Town of Amherst contract is for the period of 11/01/25 through 10/31/2026 and includes the SAAS renewal time keeping service to include time sheets and scheduling.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract which is subject to the Contract Routing System (CRS#5827).

9/30/2025
Consent

FINANCIAL IMPACT:

$13,710.40

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

Visual Computer Solutions, Inc.
4400 US Highway 9 South
Suite 3500
Freehold, NJ 07728
+17327309009
www.vcssoftware.com

Invoice 22621

BILL TO
Town of Amherst
Highway Department
1042 North Forest Road
Williamsville, NY 14221

DATE	PLEASE PAY	DUE DATE
08/01/2025	$13,710.40	10/31/2025

SALES REP
HS

QTY	DESCRIPTION	PRICE EACH	AMOUNT
164	SaaS Renewal Services SaaS-Renewal Services - (164) For term of Nov 2025 to Oct 2026	83.60	13,710.40

VCS accepts payments via ACH:
Account #69437016
Routing #021052053

TOTAL DUE $13,710.40

THANK YOU.

Agreed to and Accepted by:

Vcs, Inc.
Vendor Name

By: _____
Signature

Guy DiMenno
Printed name

CEO
Title

Date: 9/5/25

Agreed to and Accepted by:

Town of Amherst Supervisor

By: _____
Brian Kulpa

Date: _____

Attachment: VCS Document 2025-26 (RES-2025-828 : Contract with VCS CRS #5827)

Employee Scheduling and
Time & Attendance Systems

Full Service Plan Renewal - SaaS

Due Date	Renewal Price*
10/31/2025	$13,710.40

Town of Amherst
Highway Department
1042 North Forest Road
Williamsville NY 14221

Your Software-as-a-Service is set for renewal.

Renewal invoiced is attached for your review.

Plan Description – SaaS Service:	Nov 2025 to Oct 2026

- Core Scheduling System
- Web Portal
- Broadcast Notification
- Payroll Export Module (Munis)
- Phone App (Geo-Location)
- No software support fees as comprehensive support is all-inclusive. Services include:
  - Phone, e-mail, webinar, and VPN interactions with VCS' certified technicians
  - Free refresher training webinars
  - Training video library
  - Quarterly software upgrades
- Comprehensive security with automatic access to back-up, disaster recovery, and support services
- Eligible for attendance at VCS annual User Conference

* Subject to change based on occasional price increases, as well as purchase of additional licenses or modules.

4400 US HWY 9 South Suite 3500 Freehold, NJ 07728 Phone: 888-864-4144 vcssoftware.com

Attachment: VCS Document 2025-26 (RES-2025-828 : Contract with VCS CRS #5827)

VCS **INVOICE #22621** **$13,710.40**

FUND	OBJECT CODE	AMOUNT
A3310	4110	$ 500.00
A5010	4110	$ 1,000.00
A7110	4110	$ 2,000.00
B8560	4110	$ 2,000.00
C3621	4110	$ 500.00
C8163	4110	$ 1,500.00
D5110	4110	$ 800.00
D5130	4110	$ 1,000.00
D5142	4110	$ 500.00
H4068	4000	$ 2,000.00
H8000	4110	$ 1,910.40
	TOTAL	**$ 13,710.40**

Attachment: VCS Document 2025-26 (RES-2025-828 : Contract with VCS CRS #5827)

EXHIBIT "1"

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

Company Name: Visual Computer Solutions, Inc.

Signature: [signature]

Print Name: Guy D. Memmo

Title: CEO

Date: 9/5/25

Revised 4.2017

Attachment: VCS Document 2025-26 (RES-2025-828 : Contract with VCS CRS #5827)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30944 **RESOLUTION 2025-829** **ADOPTED**

Titan Fence Contract for Backstop at Briarhurst Park - CRS #5814

Please Authorize the Supervisor to sign an agreement between the Town of Amherst and Titan Fence Corporation for the purchase and installation of a backstop at the Briarhurst Park Baseball Field.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract which is subject to the Contract Routing System (CRS #5814).

9/30/2025
Consent

FINANCIAL IMPACT:

$10,387

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

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:

Titan Fence and Railing
Print Name of Company

By: _____
Signature

William A Hutchins
Printed name

Date: 9/12/25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Titan Fence Contract Doc (RES-2025-829 : Titan Fence Contract for Backstop at Briarhurst Park)

Titan Fence Corporation
PO Box 1243 Lockport, NY 14095
716-495-5775

Proposal:

Company Name: Town of Amherst Parks Department	**Job Name:** Briarhurst Park - backstop
Address: 450 Maple Rd, Amherst, 14228	**Job Address:** 120 Heathwood Rd, Williamsville, 14221
Phone: (716) 631-7113	**Site Contact:** (716) 208-6286 - Dominic Creamer

Scope of Work:

- Furnish & install (3) 16'w (panel) x 12' high galvanized chain link backstop with top, mid bottom & ball stop rails.
- Backstop to match existing except for bottom half. Bottom 6' (high) of new backstop to use (standard) 6 gauge galvanized chain link mesh.
- Tear down & removal of existing backstop.
- All posts set in 5000 psi concrete

Specifications:

- 3" 40 wt galvanized terminal posts
- 2-½" 40 wt galvanized line posts
- 1-⅝" 40 wt galvanized top, mid, bottom & ball stop rail
- 2"x6gax72"KK & 2x9gax72" KK galvanized chain link mesh

*The quoted price assumes normal digging and labor. In the event there are other obstacles, including, but not limited to, rock, shale, tree roots, or any other obstacles, which require extra time & labor, additional charges shall apply.

Total: $ 10,387.00

We propose to furnish labor and materials in complete accordance with the above specifications.

The above price and specifications are satisfactory and hereby accepted.

Signature: _____

Attachment: Titan Fence Contract Doc (RES-2025-829 : Titan Fence Contract for Backstop at Briarhurst Park)

EXHIBIT "1"

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

Company Name: Titan Fence and Railing

Signature: W A Hs

Print Name: William A Hutchins

Title: Owner

Date: 9/12/25

Revised 4.2017

Attachment: Titan Fence Contract Doc (RES-2025-829 : Titan Fence Contract for Backstop at Briarhurst Park)

Addendum to Contract VENDOR ON SITE Major

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

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

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

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

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

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

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

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

Attachment: Titan Fence Contract Doc (RES-2025-829 : Titan Fence Contract for Backstop at Briarhurst Park)

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

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

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

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

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

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: Titan Fence Contract Doc (RES-2025-829 : Titan Fence Contract for Backstop at Briarhurst Park)

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:

Titan Fence and Railing
Print Name of Company

By: _____
Signature

William A Hutchins
Printed name

Date: 9/12/25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Titan Fence Contract Doc (RES-2025-829 : Titan Fence Contract for Backstop at Briarhurst Park)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30910 **RESOLUTION 2025-830** **ADOPTED**

Construction Project Manager/Engineering Department

Please appoint a Construction Project Manager to the Engineering Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 1, 2025 at an annual salary of $89,517.01, Grade 2, Step E of the Exempt Non-Department Head Salary Schedule for Jessica Boudreau.

This is a permanent appointment for an employee currently serving Provisionally.

9/30/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30911 **RESOLUTION 2025-831** **ADOPTED**

Construction Project Manager/Engineering Department

Please appoint a Construction Project Manager to the Engineering Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 1, 2025 at an annual salary of $91,754.94, Grade 2, Step F of the Exempt Non-Department Head Salary Schedule for Christopher Schregel.

This is a permanent appointment for an employee currently serving Provisionally.

9/30/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30912 **RESOLUTION 2025-832** **ADOPTED**

Leave of Absence Without Pay/Police Department

Please authorize a Leave of Absence Without Pay for Military Duty to Matthew Holt, Police Officer in the Police Department. Effective October 1, 2025 through July 22, 2026.

9/30/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30949 **RESOLUTION 2025-833** **ADOPTED**

Youth Services Program Coordinator/Youth & Recreation

Please appoint a Youth Services Program Coordinator to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective October 1, 2025, at an annual salary of $50,807, Grade 10, Step C for Terri L. Ruh.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

9/30/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30951 **RESOLUTION 2025-834** **ADOPTED**

File Clerk/Youth & Recreation

Please appoint a File Clerk to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective October 1, 2025, at an annual salary of $34,084, Grade 1, Step C for Shelby Richter.

This is a promotion for a current employee serving as Messenger.

9/30/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30952 **RESOLUTION 2025-835** **ADOPTED**

Appointment of Acting Town Assessor

BE IT RESOLVED that Emily Murphy be appointed as acting Town Assessor for a period effective October 1, 2025 through February 28, 2026 at an annual salary of $124,329.19, Grade 2, Step F of the Exempt Department Head Salary Schedule for Emily Murphy.

9/30/2025
Consent

FINANCIAL IMPACT:

TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30927 **RESOLUTION 2025-836** **ADOPTED**

CFAOA Collective Bargaining Agreement 2025-2029

Please adopt a resolution authorizing the Supervisor to sign the Collective Bargaining Agreement between the Town of Amherst and the Central Fire Alarm Association (CFAOA) for years 2025 through 2029.

CFAOA has ratified this settlement.

9/30/2025
Consent

FINANCIAL IMPACT:

TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30904 **RESOLUTION 2025-837** **ADOPTED**

Amherst Veterans Memorial Engraving CRS #5812

To authorize the Supervisor to Execute an Agreement with Leon Komm & Son for the Engraving of Veterans Names on the Amherst Veterans Memorial.

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

WHEREAS, Town Board Resolution #2021-458, approved on May 17, 2021, executed an agreement with Leon Komm and Son for engraving services that expires on December 31, 2025, and

WHEREAS, a Request for Quotes was sent to stone cutting vendors and the Town received one price from Leon Komm & Sons,

NOW THEREFORE BE IT RESOLVED, that subject to successful completion of the contract review process, the Amherst Town Board hereby authorizes the Supervisor to execute a new agreement with Leon Komm & Son for engraving the names of Veterans on the memorial wall until 2030, and be it further

RESOLVED, that the agreement is valid through the end of the year 2030 at a cost of $150 per name in 2026, $155 per name in 2027 and 2028, and $160 per name in 2029 and 2030.

9/30/2025
Consent

FINANCIAL IMPACT:

The proposed expenditures will have no fiscal impact to the Town as the funds have or will have been deposited into Trust Account T-4017-4002 prior to the engraving by the family members or friends.

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

LEON KOMM,
FOUNDER
1884-1953
PARKER KOMM
LEON R. KOMM
MICHAEL J. KOMM
OWNERS

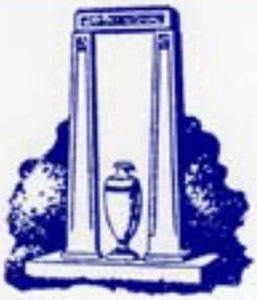
QUALITY
MONUMENTS
GRANITE - MARBLE - BRONZE

Leon Komm & Son

Designers and Builders of Distinctive Memorials

1640 E. DELAVAN AVENUE
PINE HILL
BUFFALO, NEW YORK 14215

PHONE (716) 893-2500
FAX (716) 895-2560
WWW.LEONKOMM.COM



Jeffrey Szatkowski
Town of Amherst
Planning Department
5583 Main St.
Williamsville NY 14221

Wednesday August 20, 2025

Dear Jeff,

Thank you for the opportunity to once again provide the Town of Amherst with the following proposal to continue providing on-site lettering services for the Amherst Veterans Memorial. Our proposal takes into account prevailing wage requirements set forth in your RFQ, specifically Class D Stone Cutter. Additionally, site protections as requested in your RFQ to protect the water feature will be employed to the greatest extent possible.

Scope A: Lettering work- Scaled CAD proofs for approval included.

2026 = $150.00 per name
2027 = $155.00 per name
2028 = $155.00 per name
2029 = $160.00 per name
2030 = $160.00 per name

As life long town residents and business owners we have been honored to serve our town for the past 13 years and we hope to continue to earn your trust. If you have any questions or would like to discuss this proposal please feel free to contact us.

Michael J. Komm

Attachment: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

Attachment: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Leon Komm & Son Monument CO & 1640 East Delavan LLC ATIMA 1640 East Delavan Cheektowaga, NY 14215 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	716 893 2500 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 923657023
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 Erie Insurance 3b. Policy Number of Entity Listed in Box "1a" Q895900437 3c. Policy effective period 05/09/2025 to 05/09/2026 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

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

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

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

Approved by: Ann Marie Stanton
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Ann Marie stanton
(Signature) (Date)

Title: Agent

Telephone Number of authorized representative or licensed agent of insurance carrier: 716 312 0205

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

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

Workers' Compensation Law

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

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

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

Attachment: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

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)
LEON KOMM & SON MONUMENT CO.,LLC
1640 EAST DELAVAN
BUFFALO, NY 14215

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
716-893-2500

1c. Federal Employer Identification Number of Insured or Social Security Number
923657023

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"
DBL692323

3c. Policy effective period
05/09/2024 to 05/08/2026

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

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

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

Date Signed 5/1/2025 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: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

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: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THI CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE 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 o this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hamburg - Great Lakes Insurance Services Group LLC 6127 South Park Avenue Hamburg NY 14075	**CONTACT NAME:** Brian Gugino **PHONE (A/C, No, Ext):** (716)312-0205 **FAX (A/C, No):** 7163120234 **E-MAIL ADDRESS:** Brian@greatlakesins.com
INSURED Leon Komm & Son Monument CO.,LLC & 1640 East Delavan, LLC ATIMA 1640 East Delavan Cheektowaga NY 14215	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Erie Insurance Company 26263 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		Q610279523	05/09/2025	05/09/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1000000 $ 1000000 $ 5000 $ 1000000 $ 2000000 $ 2000000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		Q055930401	05/09/2025	05/09/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1000000 $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			Q295970063	05/09/2025	05/09/2026	EACH OCCURRENCE AGGREGATE $	$ 1000000 $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Q73-0037903	05/09/2025	05/09/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
	Disability							

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

Town of Amherst is listed as additional insured on a primary and non-contributory basis.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

Fax: Email:

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

Ann Marie Stanton

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Attachment: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

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: LEON KOMM's SON MONUMENT CO, LLC.

Signature: _____

Print Name: MICHAEL J. KOMM

Title: OWNER

Date: 8·21·2025

Attachment: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

Addendum to Contract VENDOR ON SITE Minor

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

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

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

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

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

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

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

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

Attachment: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

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

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

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

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

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

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

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:

LEON KOMM & SON MONUMENT CO., LLC.
Print Name of Company

By: _____
Signature

MICHAEL J. KOMM
Printed name

Date: 9/12/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

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: LEON KOMM's SON MONUMENT CO, LLC.

Signature: _____

Print Name: MICHAEL J. KOMM

Title: OWNER

Date: 8·21·2025

Attachment: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

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)
LEON KOMM & SON MONUMENT CO.,LLC
1640 EAST DELAVAN
BUFFALO, NY 14215

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
716-893-2500

1c. Federal Employer Identification Number of Insured or Social Security Number
923657023

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"
DBL692323

3c. Policy effective period
05/09/2024 to 05/08/2026

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

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

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

Date Signed 5/1/2025 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: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

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: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Leon Komm & Son Monument CO & 1640 East Delavan LLC ATIMA 1640 East Delavan Cheektowaga, NY 14215 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 716 893 2500 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 923657023
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 Erie Insurance 3b. Policy Number of Entity Listed in Box "1a" Q895900437 3c. Policy effective period 05/09/2025 to 05/09/2026 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

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

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

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

Approved by: Ann Marie Stanton
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Ann Marie stanton
(Signature) (Date)

Title: Agent

Telephone Number of authorized representative or licensed agent of insurance carrier: 716 312 0205

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

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

Attachment: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

Workers' Compensation Law

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

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

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

Attachment: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M... 05/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THI CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE 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 endorse If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement o this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Brian Gugino
Hamburg - Great Lakes Insurance Services Group LLC 6127 South Park Avenue Hamburg NY 14075	**PHONE (A/C, No, Ext):** (716)312-0205 **FAX (A/C, No):** 7163120234 **E-MAIL ADDRESS:** Brian@greatlakesins.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Leon Komm & Son Monument CO.,LLC & 1640 East Delavan, LLC ATIMA 1640 East Delavan Cheektowaga NY 14215	**INSURER A :** Erie Insurance 0000 **INSURER B :** Shelterpoint 0000 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		Q610279523	05/09/2025	05/09/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		Q055930401	05/09/2025	05/09/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			Q295970063	05/09/2025	05/09/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Q895900437	05/09/2025	05/09/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
B	Disability			D692323	05/09/2025	05/09/2026		

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

Town of Amherst is listed as additional insured on a primary and non-contributory basis.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

Fax: Email:

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ann Marie Stanton

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Attachment: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

Amherst

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

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

MEMORANDUM September 11, 2025

TO: Lynda Juul, Director of Finance

FROM: Jeffrey Szatkowski, Landscape Architect

SUBJECT: Recommendation for the Amherst Veteran Memorial Engraving Services

The Planning Department sent a Request for Quotes to (6) vendors on August 13, 2025. The deadline to send in these requested price estimates and documentation was September 8, 2025. The Town followed up with phone calls to all vendors on September 8th and only received one price.

(Price per Name by Year)

Vendor	2026	2027	2028	2029	2030
Leon Komm & Sons	$ 150.00	$ 155.00	$ 155.00	$ 160.00	$ 160.00
Stone Art Memorial	no bid	no bid	no bid	no bid	no bid
Wagner Monument	no bid	no bid	no bid	no bid	no bid
Gallee	no bid	no bid	no bid	no bid	no bid
Woodside	no bid	no bid	no bid	no bid	no bid
Fusani & Kuhn's	no bid	no bid	no bid	no bid	no bid

There is no direct financial impact to the Town selecting the only bidder, Leon Komm and Son. Family members and friends pay $200 to have each name engraved on the wall. These funds are transferred into a Trust Account specifically for the memorial and then expended after the vendor's services are executed.

As a result, it is recommended to award the bid to Leon Komm & Son for a (5) year period as specified in their August 20, 2025 letter. The contractor meets the qualifications and specifications in the bid. Additionally, the vendor has completed the previous engraving work on the memorial since the inception in 2012. The aesthetics of the memorial are important as it is located within a highly used public park. Once the stone is engraved it is permanent and there is no chance to fix the problem. Our recommendation is to continue this consistency with the lettering on the remaining panels. The attached photos show a similar appearance regardless of the year the name was engraved. The Amherst Veterans Committee has had no issues or complaints with the Leon Komm and Son engraving. This vendor is always willing to work with the committee on character length issues and providing mock-ups to review. Therefore, the recommendation is to continue this quality and consistency on an important Town memorial and execute an agreement with Leon Komm & Son.

Attachment: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

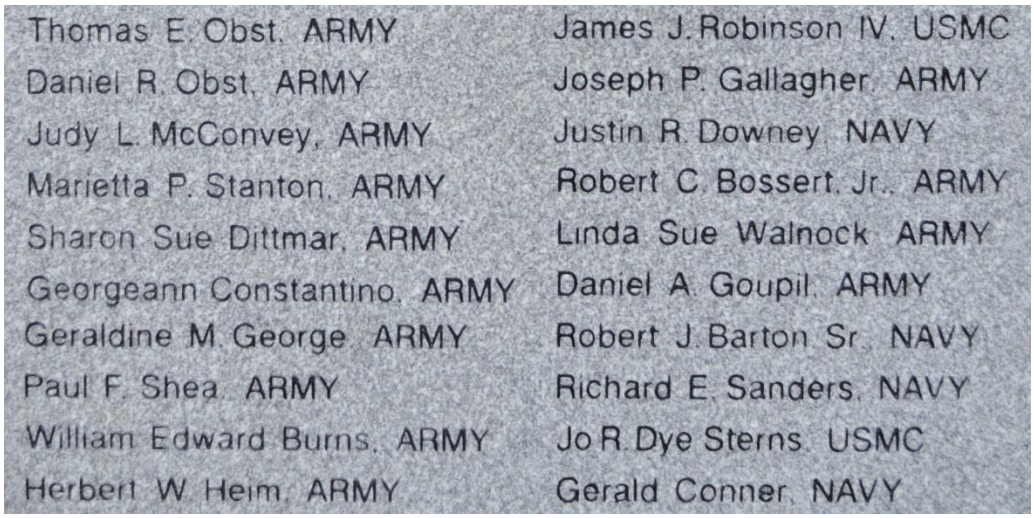

Figure 1 Sample of Engraved Names on the Granite Panels

Very truly yours,

Jeffrey Szatkowski
Landscape Architect

Attachment (Leon Komm & Son Letter, Verbal Quote Sheet)
JS/
X:\Special_Projects\Memorials\Veterans Memorial\000 Contract\2025 Contract\LA_Planning_Recommendation_09_2025_JS.docx
cc: Daniel C. Howard, Planning Director

Attachment: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

2025 Amherst Veterans Memorial Vendor Bid List
Verbal Quote Sheet

Product Description: To provide a price to engrave the names of Veterans on the Town's Veteran Memorial at Amherst State Park. Total annual work is typical under $10,000.

RFQ Sent: August 13, 2025 (mailed/emailed) **Prices Due:** September 8, 2025

Phone Call: A follow up phone call to the vendors listed below took place on September 8, 2025.

Vendor: Leon Komm & Son Monument Co.
Address: 1640 E. Delavan Ave., Buffalo, NY 14215
Phone: (716) 893-2500
Email: michael@leonkomm.com
Notes: Received a price before the deadline.

Vendor: Fusani & Kuhn's
Address: 2398 Genesee St, Buffalo, NY 14225
Phone: (716) 236-8055
Notes: Did not want to provide a price as of September 8th.

Vendor: Galle Memorial Studio Inc.
Address: 3405 Harlem Road, Buffalo, NY 14225
Phone: (716) 833-4212
Email: Gallemonuments@yahoo.com
Notes: Followed up with a phone and they did not want to provide a price by September 8th.

Vendor: Wagner Monuments
Address: 2953 Genesee St, Cheektowaga, NY 14225
Phone: (716) 892-5505
Email: wagnermonuments@verizon.net
Notes: Did not want to provide a price as of September 8th.

Vendor: Stone Art Memorial Company, Inc.
Southtowns Studio & Showroom
Address: 914 Ridge Rod, Lackawanna, NY 14218
Phone: (716) 325-9524
Email: info@stoneartmemorial.com
Notes: Followed up with a phone and did not provide a price by September 8th.

Vendor: Brigden Memorials
Albion Showroom
Address: 13890 Ridge Rd W, Albion, NY 14411
Phone: (585) 589-6500
Email: info@woodsidegranite.com
Notes: Followed up with a phone and did not provide a price by September 8th.

Attachment: Komm contrat 2025 (RES-2025-837 : Amherst Veterans Memorial Engraving CRS #5812)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30929 **RESOLUTION 2025-838** **ADOPTED**

To Authorize the Supervisor to Execute a Contract Extension with the Harrison Studio for the Provision of Underwriting Services CRS #5007

WHEREAS, the Town, as a recipient of HOME Investment Partnership Funding (HOME) funds, created a HOME Rental Housing Development Subsidy program to incentivize affordable rental housing development in town, and

WHEREAS, the Town requires professional underwriting services to ensure financial feasibility and financial need of applicant projects under the program, as well as governmental compliance with HUD regulations under 24 CFR 92.250(b) and CPD Notice 15-11 HOME Underwriting and Subsidy Layering guidelines, and

WHEREAS, a contract for underwriting services was approved at the Town Board meeting of August 19, 2025 between the Town and The Harrison Studio that will not exceed $8,000, and

WHEREAS, Community Development would like to extend this agreement, in term only, for an additional two years with the same hourly rates through December 31, 2027, now therefore be it

RESOLVED, that subject to the satisfactory completion of the contract routing process, the Town Board hereby authorizes the Town Supervisor, to enter into the contract extension with The Harrison Studio for the provision of underwriting services for the period January 1, 2026 through December 31, 2027 at a contracted amount not to exceed $8,000.

9/30/2025
Consent

FINANCIAL IMPACT:

The funds necessary to contract for services with The Harrison Studio are available in the Community Development Account (N23-55 4000). The resolution will, therefore, have no impact on the Town's current budget or tax rate.

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

Amherst

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

Brian J. Kulpa, Su ...or
Daniel C. Howard, ...
Planning Direc
Daniel J. Ulatowski ...P
Assistant Planning I ...or

September 22, 2025

Agenda of September 30, 2025

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

Subject: Contract Extension with The Harrison Studio for Underwriting Services

Honorable Board Members:

The Amherst HOME Rental Subsidy Program managed by Amherst Community Development requires third party professional underwriting services to ensure financial feasibility and financial need of applicant projects, as well as governmental compliance with other HUD regulations under 24 CFR 92.250(b) and CPD Notice 15-11 HOME Underwriting and Subsidy Layering guidelines.

The current contract for underwriting services was approved at the Town Board meeting of August 19, 2024 between the Town and The Harrison Studio at a total cost not exceed $8,000. This contract is set to expire on December 31, 2025.

At this time, Community Development would like to extend this agreement in term only, for an additional two years with the same hourly rates through December 31, 2027.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into the contract extension with The Harrison Studio for underwriting services for the period January 1, 2026 through December 31, 2027.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Underwriting Services\The Harrison Studio_Amendment_TB_letter_9.27.21.docx

Attachment: tb letter contract-09242025080215 (RES-2025-838 : Contract Extension with Harrison Studio for Underwriting Services)

CONTRACT EXTENSION

THIS AGREEMENT, entered into and made effective the ____ day of _____ _____, 2025 by and between the **TOWN OF AMHERST**, a municipal corporation of the State of New York and, having its principal offices located at 5583 Main Street, Amherst, New York 14221 (hereinafter the "Town") and **H. SICHERMAN & COMPANY, INC./THE HARRISON STUDIO**, a New York Corporation with offices at 5852 Forest Creek Drive, East Amherst, New York 14051 (hereinafter "Contractor")

WITNESSETH:

WHEREAS, the Town of Amherst receives an Entitlement HOME Investment Partnership Program Grant (herein referred to as the Grant) from the Department of Housing and Urban Development (herein referred to as "HUD"), and

WHEREAS, rules and regulations of HUD which govern the Grant encourages the development of new affordable rental housing development, including HOME Rental Subsidies, to provide affordable, safe and secure housing for low to moderate income households, and

WHEREAS, HUD requires specific underwriting and subsidy layering in regard to providing HOME Rental Subsidies for the development of new affordable rental housing, and

WHEREAS, the Town requested a quote for technical services associated with HOME Rental Subsidy underwriting services for a multi-family low-income housing development (the "Project"); and

WHEREAS, the parties entered into an agreement for the provision of such services on August 26, 2024 to terminate on December 31, 2025;

WHEREAS, the parties would like to extend the contract for the provision of such services until December 31, 2027;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

EXHIBITS INCORPORATED

The following exhibits are attached to this Agreement and made a part hereof.

a. Exhibit "A" - Federal Contract Provisions
b. Exhibit "B" - Certificate of Insurance
c. Exhibit "C" - Addendum to Contract
d. Exhibit "D" - Iran Divestment

SCOPE OF SERVICES

Contractor shall provide the following services as requested by the Town:

- Obtain from the Project developer sufficient information to allow a detailed review and underwriting of the Project including a market analysis, site control, site plan, detailed capital budget, financing sources including terms and conditions, financial pro forma including appropriate income and expense detail, development and management

Attachment: contract ext-09222025151845 (RES-2025-838 : Contract Extension with Harrison Studio for Underwriting Services)

experience, developer wherewithal, and other information as appropriate;

- Review Project information and perform an underwriting consistent with HOME Investment Partnerships Program regulations, requirements, and policies to determine project feasibility and HOME program eligibility. The underwriting will include such factors as the market analysis, demand and projected absorption rate, vacancy rate, rental rates, expenses, debt coverage, return-on-equity, parking and other amenities, management, loan terms and conditions and any other factors that may impact the feasibility or eligibility of the Project;

- Advise the Town regarding the terms and conditions for the HOME financing for the Project and negotiate on behalf of the Town if requested; and

- Provide a detailed written review of the Project to the Town that includes underwriting detail and conclusions, HOME eligibility and threshold determinations, and recommended HOME financing terms and conditions.

REMUNERATION

1. Contractor labor shall be charged at the following rates through December 31, 2027:

Harry Sicherman	$185.00 per hour
R. Charles Bell	$165 00 per hour
Michael Zimmerman	$145.00 per hour
Mike Thomas	$145.00 per hour
Greg Merriam II	$130.00 per hour
Karen Burke	$102.00 per hour
Other professional	$ 98.00 per hour
Rate in travel status	$ 77.00 per hour (all personnel)

The labor rates for services provided in subsequent calendar years will be computed by multiplying the rates in effect for the prior year by 1.03 and rounding up to the next whole dollar amount.

2. Travel by private automobile shall be charged at the maximum Federal reimbursement rate.

3. All other expenses shall be charged at cost.

4. Requisitions for payment shall be presented to the Town by Contractor in a standard invoice format and shall include a reasonable description of labor charges and expenses, including copies of receipts where appropriate. Payment shall be made by the Town within sixty (60) days of receipt of such requisition. For any delinquent payments due Contractor pursuant to this agreement, the Town shall pay to Contractor a late fee equal to one percent (.01) per month of the overdue amount.

   Payment for the period covering the effective date of this agreement through December 31, 2025 shall be submitted no later than January 10, 2026 to be consistent with the Town's fiscal year. Payment for the period covering January 1, 2026 through December 31, 2026 shall be submitted no later than January 10, 2027. Payment for the period covering January 1, 2027 through December 31, 2027 shall be submitted no later than January 10, 2028.

Attachment: contract ext-09222025151845 (RES-2025-838 : Contract Extension with Harrison Studio for Underwriting Services)

5. The remuneration due Contractor under this Agreement shall not exceed the sum of eight thousand dollars ($8,000.00) per project authorized by the Town for underwriting services.

MISCELLANEOUS

1. The Town and any of its duly authorized representatives shall have access to any books, papers, documents, and records of Contractor that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

2. Contractor shall retain all required records that are directly pertinent to this Agreement for four years after the Town has made final payment under this Agreement and all other pending matters are closed.

3. Contractor agrees that none of its officers or employees will hold themselves out as, or claim to be, an officer or employee of the Town or its agents, and that neither Contractor, nor any of its officers or employees will by reason therefore, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Town.

4. Contractor acknowledges and agrees that neither Contractor nor its agents, officers, or employees shall be covered by any Worker's Compensation Insurance policy or Disability Insurance policy maintained by the Town, and that Contractor shall be solely responsible for maintaining such coverage to the extent required by law.

5. To the extent applicable, Contractor's services shall be subject to the provisions attached hereto as Exhibit A, "Federal Contract Provisions".

6. This Agreement may be amended or otherwise modified only upon the written agreement of the parties.

TERM OF AGREEMENT

1. This Agreement shall become effective as of the date first above written

2. This Agreement may be terminated by the Town at any time without cause to be affected by written notification. Upon such termination, the Contractor shall be entitled to receive compensation consistent with the terms of this Agreement for services provided through the date of termination and shall immediately provide to the Town all notes, reviews, analyses, spreadsheets, and other materials, whether complete or incomplete, resulting from its services provided under this Agreement.

3. This Agreement shall terminate no later than December 31, 2027.

Attachment: contract ext-09222025151845 (RES-2025-838 : Contract Extension with Harrison Studio for Underwriting Services)

Contract extension between the Town of Amherst and H. Sicherman & Co. Inc.

AGREED TO:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

H. SICHERMAN & COMPANY, INC.

By: _____
R. Charles Bell, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 22nd day of September, 2025, before me personally came R. Charles Bell to me known, who, being by me duly sworn, did depose and say that he/she resides in Buffalo, New York that he/she is the President of H. Sicherman & Company, Inc., the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he/she signed his/her name thereto by like order

_____
Notary Public

DIANE K. CHURCH
Notary Public, State of New York
Qualified in Orleans County
My Commission Expires 01/31/2026

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this _____ day of _____, 20___, before me personally came Brian J. Kulpa, to me known, who being by me duly sworn, did depose and say that he resides in Amherst, New York that he/she is the Town Supervisor for the Town of Amherst, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board; that he/she signed his/her name thereto by like order

_____
Notary Public

Attachment: contract ext-09222025151845 (RES-2025-838 : Contract Extension with Harrison Studio for Underwriting Services)

EXHIBIT A
FEDERAL CONTRACT PROVISIONS

1. Compliance with New York State's Human Rights Law and NYS Labor Law
The Contractor shall comply with all applicable New York State, and local laws, rules, and regulations prohibiting discrimination, including but not limited to the New York State Human Rights Law (Executive Law, Article 15), and the New York State Labor Law (Chapter 31 of the Consolidated Laws of New York). The Contractor agrees that it shall not unlawfully discriminate against, harass, or retaliate against any employee, applicant, or participant in connection with the performance of this Agreement on the basis of age, race, creed, color, national origin, sexual orientation, gender identity or expression, sex, disability, military status, predisposing genetic characteristics, familial status, marital status, domestic violence victim status, or any other classification protected by law.

2. Interest of Members: No officer, member, or employee of Contractor, and no member of the governing body of the Town who exercises any functions or responsibilities in the review or approval of the undertaking of the Project, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association (other than Contractor) in which he/she is, directly or indirectly interested or has any personal or pecuniary interest, direct or indirect.

3. Assignability: Contractor shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Town thereto: Provided however, that claims for money due or to become due to Contractor from the Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Town.

4. Interest of Contractor. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

5. Findings Confidential: Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the Town requests to be kept confidential shall not be made available to any individual or organization by Contractor without the prior written approval of the Town, except as may be required by law or by order of a court or governmental agency with appropriate jurisdiction.

6. Officials Not to Benefit: No members of or Delegates to the Congress of the United States of America or Town officials or employees engaged in the administration of the Grant shall be admitted to any share in the Project or part thereof or to any benefit to arise here from.

7. Conflict of Interest: No person who is an employee, agent, consultant, officer or elected official or appointed official of the Town or Contractor who exercises or have exercised any functions or responsibilities with respect to activities assisted with HOME or Community Development Block Grant (CDBG) funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME or CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Attachment: contract ext-09222025151845 (RES-2025-838 : Contract Extension with Harrison Studio for Underwriting Services)

8. Publication, Reproduction, and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Town shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

9. Audits and Inspections: At any time during normal business hours and as often as the Town may deem necessary, there shall be made available to the Town for examination all of Contractor's records with respect to all matters covered by this Agreement and Contractor will permit the Town to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this Agreement. Contractor shall commission an audit of the HOME award to be performed either on an annual or fiscal year basis as is appropriate in accordance with 24 CFR parts 44 and 45, as applicable.

10. Refusal to Testify, Grounds for Cancellation, Disqualification: Upon refusal by Contractor, or if Contractor is a firm, partnership, or corporation, upon refusal of a person who is a member, partner, director, or officer of Contractor when called before a Grand Jury to testify concerning any transaction or contract with the State, or any political subdivision, public authority, any public department, agency, or official thereof, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, Contractor, and such other person, shall be disqualified after such refusal from selling to or submitting bids to or receiving awards from or entering into any contracts with the Town for goods, work or services for a period of five (5) years and this Agreement at the option of the Town may be cancelled or terminated without incurring any penalty or damages on account of such cancellation or termination, provided, however, that any monies owing hereunder for goods delivered or work done prior to such cancellation or termination shall be paid.

11. Private Contractors: Contractor agrees that in the event it contracts with private contractors for any project or part of the project undertaken pursuant to this Agreement, it will observe the Laws of New York and Federal Government requirements as detailed in 24 CFR 92.504 and 92.505 of the HOME Regulations and applicable CDBG regulations regarding the letting of private contracts.

12. Federal and State Requirements: Contractor agrees to abide by all present and future applicable New York State and Federal Government requirements in carrying out the activity described in Exhibit "A" attached hereto and made a part hereof Contractor will comply with federal Uniform Administrative Requirements referenced at 24 CFR 92.505, including OMB Circular A-122 and the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13-to-84.16, 84.21, 84.22, 84.26, 84.28, 84.30, 84.31, 84.34-to-84.37, 84.40-to- 84.48, 84.51, 84.60-to-84.62, 84.72, and 84.73.

13. Other Federal Program Requirements: Contractor will carry out the activity in compliance with all federal laws described in subpart F of 24 CFR part 92 and 24 CFR part 570, as applicable.

14. Records and Reports: Contractor agrees to begin work within a reasonable time after execution of the Agreement It further agrees to maintain complete records pertaining to carrying out the activity, including those pertaining to costs, affirmative marketing and applicants, income determination, contracts, compliance with federal requirements and regulations and other information required by the Town in order to assist the Town in meeting its record keeping requirements.

15. Amendment: This contract may be amended only by written instruments executed by the parties to this Agreement except that Scope of Services be amended to add, delete and/or modify projects and project budgets within the amount of funding allocated for Contractor' projects by notification in writing to the Town accompanied by a copy of a resolution approved by Contractor' Board at a duly called meeting authorizing such additions, deletions and/or modifications. Such amendment shall be in

Attachment: contract ext-09222025151845 (RES-2025-838 : Contract Extension with Harrison Studio for Underwriting Services)

conformity with applicable federal requirements.

16. Notice and Communication: Any notice, request or other communication required or permitted to be given hereunder shall be in writing and delivered personally or sent registered or certified mail, return receipt requested, to the recipient at the address designated for such party in the Agreement or to such other address as such recipient may have last designated by notice similarly given.

17. Obligations of Contractor With Respect to Certain Third Party Relationships:
Contractor shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. Contractor shall, by contractual requirement, covenant, or other binding commitment, assure the compliance on the part of any contractor, subcontractor, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town's and the Town of Amherst's assurances and certifications pursuant to the HOME and Community Development Block Grant Programs.

18. This Agreement shall be null and void in the event of, and on a proportionate basis to, the withdrawal of funds by HUD for the Project. This Agreement shall be executory only to the extent that funds are made available to the Town pursuant to the HOME Investment Partnership Act as applied for by the Town for purposes of this Agreement.

19. Anti-Lobbying: To the best of the jurisdiction's knowledge and belief:

1) No Federal appropriated funds have been paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Attachment: contract ext-09222025151845 (RES-2025-838 : Contract Extension with Harrison Studio for Underwriting Services)

EXHIBIT B
CERTIFICATE OF INSURANCE

Attachment: contract ext-09222025151845 (RES-2025-838 : Contract Extension with Harrison Studio for Underwriting Services)

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)

H. SICHERMAN AND CO., INC.
5852 FOREST CREEK DRIVE
EAST AMHERST, NY 14051

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

1b. Business Telephone Number of Insured

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

161541748

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

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

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

LNY810276001

3c. Policy effective period

01/01/2025 to 12/31/2025

4. Policy provides the following benefits:

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

5. Policy covers:

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

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

Date Signed 01-06-2025 By *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

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

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

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

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

State of New York
Workers' Compensation Board

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

Date Signed By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

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

Attachment: contract ext-09222025151845 (RES-2025-838 : Contract Extension with Harrison Studio for Underwriting Services)

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 carrie 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: contract ext-09222025151845 (RES-2025-838 : Contract Extension with Harrison Studio for Underwriting Services)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. T
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLIC
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZ
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 endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
LAWLEY LLC 361 DELAWARE AVE BUFFALO NY 14202-1622	PHONE (A/C, No, Ext): 716-849-8618	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC
H SICHERMAN & COMPANY, INC, DBA THE HARRISON PO BOX 473 LOCKPORT NY 14095-0473	INSURER A : SELECTIVE INS CO OF SOUTH CAROLINA	1925
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PER INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH T CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TER 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	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC OTHER:			S 1768371	1/5/2025	1/5/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ INCLUDED
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			S 1768371	1/5/2025	1/5/2026	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			S 1768371	1/5/2025	1/5/2026	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

This Certificate of Liability Insurance was created by Selective on behalf of the agent.

CERTIFICATE HOLDER

TOWN OF AMHERST
5583 MAIN STREET
Williamsville NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Benjamin Wilson

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Attachment: contract ext-09222025151845 (RES-2025-838 : Contract Extension with Harrison Studio for Underwriting Services)

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
LAWLEY LLC		H SICHERMAN & COMPANY, INC, DBA THE HARRISON
POLICY NUMBER		PO BOX 473
S 1768371		
CARRIER	NAIC CODE	LOCKPORT NY 14095-0473
SELECTIVE INS CO OF SOUTH CAROLINA	19259	EFFECTIVE DATE: 1/5/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

JOB #

JOB LOCATION

Attachment: contract ext-09222025151845 (RES-2025-838 : Contract Extension with Harrison Studio for Underwriting Services)

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) H SICHERMAN & COMPANY, INC PO BOX 473 LOCKPORT, NY 14095	1b. Business Telephone Number of Insured 716-689-3041 1c. NYS Unemployment Insurance Employer Registration Number of Insured
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1d. Federal Employer Identification Number of Insured or Social Security Number 161541748
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 SELECTIVE INSURANCE COMPANY OF AMERICA 3b. Policy Number of Entity Listed in Box "1a" WC 7250129 3c. Policy effective period 01/05/2025 to 01/05/2026 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☒ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3 on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

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

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

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

Approved by: JOSE RUIZ
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Signed by: Jose Ruiz B8B94099BDCD4E7... (Signature) 1/14/2025 | 9:05:58 AM EST (Date)

Title: COMMERCIAL LINES UNDERWRITER

Telephone Number of authorized representative or licensed agent of insurance carrier: 877-744-3125

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

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: contract ext-0922025151845 (RES-2025-838 : Contract Extension with Harrison Studio for Underwriting Services)

Workers' Compensation Law

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

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

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

Attachment: contract ext-09222025151845 (RES-2025-838 : Contract Extension with Harrison Studio for Underwriting Services)

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: H. Sicherman Company, Inc

Signature: R Charles Bell

Print Name: R. Charles Bell

Title: President

Date: 9/22/25

Sworn To Before Me This

22nd Day of September 20 25

Notary Public

DIANE K. CHURCH
Notary Public, State of New York
Qualified in Orleans County
My Commission Expires 01/31/20 25

Revised 4.2017

Attachment: contract ext-09222025151845 (RES-2025-838 : Contract Extension with Harrison Studio for Underwriting Services)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30906 **RESOLUTION 2025-839** **ADOPTED**

Training & Travel Request 2025 Highway Safety Symposium

TOWN BOARD AGENDA ITEM : SEPTEMBER 30, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
2025 Highway Safety Symposium

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled training course. This course is being held in Oswego, New York from October 14, 2025 through October 17, 2025. The cost for this training and travel is $1,381.60.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: September 30, 2025)**

9/30/2025
Consent

FINANCIAL IMPACT:

A 3121 .4050: $110.00

A 3121 .4120: $1,146.00

Contingency amounts not included in these calculations

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

Name	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Date of Departure	Date of Return	Destination	Purpose/Justification
October 14, 2025	October 17, 2025	Oswego, NY	2025 Highway Safety Symposium

Expenses	Estimated	Budget A/C #	Actual
Transportation: Police Vehicle			
Mileage @ $0.67 Gas	$75	A3121 .4050	
Tolls	$35	"	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
3 # nights @ $ $122	$366	A3121.4120	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75% $60	$120	"	
2 # Breakfasts @ $ 20	$40	"	
2 # Lunches @ $ 22	$44	"	
2 # Dinners @ $ 33	$66	"	
2 # Incidentals @ $ 5	$10	"	
Registration/Conference Fee	$500	"	
Other			
Subtotal	$1,256		N/A
Contingency - 10% of subtotal or $200	$125.60		N/A
TOTAL	$1,381.60		

Request Approved By:

Department Head Signature

9/10/2025

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

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

Revised 1.202

Attachment: RedactedTravelForm2025HwySafetySymposium 9.30.25 (RES-2025-839 : Training & Travel Request: 2025 Highway Safety Symposium)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30934 **RESOLUTION 2025-840** **ADOPTED**

Change Order No. 2 - Increase of $3,746.00 MLP Plumbing & Mechanical, Inc. WPCF: HVAC Facility Improvements, Phase 4 Town of Amherst Project No. 2017.002D CRS #5830

The Engineering Department requests the Town Board approve the above referenced change order, which calls for a $3,746.00 increase in the contract price. This change order will cover the costs associated with furnishing and installing new inline pump in Building No. 10. While removing the existing circulation pumps and valves during construction, it was determined that pump #3 was nearing failure. These items were unknown at the time of bidding, and are necessary in order to have a properly working boiler system.

Funding for this request is available from the following source:

G-9916-2600 $3,746.00

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

Thank you for considering our request.

9/30/2025
Consent

FINANCIAL IMPACT:

G-9916-2600

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

MLP Plumbing & Mechanical, Inc.

3198 Union Road, Suite 300
Cheektowaga, NY 142
Ph 716-681-6997/ Fx 716-681-06

POTENTIAL CHANGE ORDER

Project Name:	Amherst Water Pollution Control Facility	**Date:**	09/16/25
Location:	455 Tonawanda Creek Road	**Proposal No:**	PCO-3
Billing Address:	Buffalo NY 14228	**MLP Project No:**	2025-6070
	M/E Engineering	**Customer No:**	2017.002D / 2210
	arlineen@meengineering.com	**Requested by:**	Town of Amherst
Email Address:	mposlinski@amherst.ny.us	**Attention:**	Mike P. / Adam L.
		Phone:	716-691-9771 ext.80
Regarding:	*(PCO - 3) Bldg. # 10 Replce Existing Pump # 3*	**Estimator:**	MM / NJR

Includes: *Building # 10 - Furnish / Install new replcement Inline Pump # 3 due to existing pump housing to be in poor condition.*

Excludes: *Sales Tax, Electric Power & TC work, Insulation work, Premium Time*

GENERAL CONDITIONS	QTY	Cost	Total
01-003 Permit		-	-
02-001 Project Manager	1.00	110.00	110.00
02-051 Drafting	0.50	100.00	50.00
01-100 Indirect Costs	2,795.32	4.90%	136.97
		TOTAL:	296.97

LABOR	Date	Hours	Rate	Tota
24-500 Foreman ST		4.0	108.84	435.
24-500 Journeyman ST		4.0	100.74	402.
			TOTAL:	838.

RENTALS & EQUIPMENT	QTY	Cost	Total
03-610 Truck & Deliveries	1	90.00	90.00
		TOTAL:	90.00

SUBCONTRACTOR	Company	Cos
		-
	TOTAL:	-

MATERIALS	QTY	Cost	Total
22-600 Pump Cost (Bldg. # 10)	1.0	1,867.00	1,867.00
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		TOTAL:	1,867.00

PCO TOTAL			
General Conditions			296.9
Rental & Equipment			90.0
Labor			838.
Materials			1,867.0
01-001 Overhead & Profit		15.0%	463.8
Subcontractor Total			-
01-001 Overhead & Profit		15.0%	-
01-006 OCP Insurance	-	0.0%	-
01-002 Bond	18,353	1.035%	189.9
01-010 Sales Tax (Material)		8.75%	-

MLP will complete all work described above in accordance with plans and specifications for the cost of: **$3,74**

If you should have any questions, please contact our office.

Sincerely,

Norb Rehner

MLP, Project Manager

MLP Plumbing & Mechanical, Inc.

Proposal based on (straight) tim
Contract duration will be increased by (0) Day
Revised substantial completion will be (00/00/0
This PCO will be void in 30 days without written notification to proceed.

Attachment: MLP - PCO #3 - Replace Pump #3 (9-16-25) (RES-2025-840 : Change Order No. 2 - Increase of $3,746.00)

Change Order

PROJECT: *(Name, address and Project File No.)*

WPCF: HVAC Facility Improvements, Phase 4
Mechanical Contract
Project No. **2017.002D**

CHANGE ORDER: **# 2**
DATE: 9-22-25

TO CONTRACTOR: *(Name and address)*
MLP Plumbing & Mechanical, Inc.
3198 Union Road
Cheektowaga, NY 14227

The Contract is changed as follows:
(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. (Building #10) Furnish & Install new replacement Inline Pump #3

All other terms and conditions remain the same.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 494,400.00
The net change by previously authorized Change Orders	$ 30,020.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 524,420.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of	$ 3,746.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 528,166.00
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by	( ) days
The date of Substantial Completion as of the date of this Change Order therefore is	Unchanged

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which 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 ENGINEER, CONTRACTOR AND OWNER.

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
M/E Engineering. P.C.	MLP Plumbing & Mechanical Inc.	Town of Amherst
ADDRESS: 60 Lakefront Blvd., Suite 320 Buffalo, NY 14202	ADDRESS: 3198 Union road Cheektowaga, NY 14227	ADDRESS: 5583 Main Street Williamsville, NY 14221
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(*Typed name*)	(*Typed name*)	(*Typed name*) Brian J. Kulpa
DATE	DATE	DATE

Attachment: MLP - PCO #3 - Replace Pump #3 (9-16-25) (RES-2025-840 : Change Order No. 2 - Increase of $3,746.00)

IDENTIFY (INFORMATION MUST BE COMPLETED OR CONTRACT WILL BE RETURNED TO APPROPRIATE DEPARTMENT)

REQUESTED TOWN BOARD AGENDA DATE: September 30, 2025

Contract/Project Title: WPCF: HVAC Facility Improvements, Phase 4 (TOA Project #2017.002D)

Vendor: MLP Plumbing & Mechanical, Inc.

ORG: G9916

OBJECT: 2600 (Other Equipment)

Amount: $3,746.00 Increase to Contract

Contract Period: Notice to Proceed: April 30, 2025;

Substantial Competition Date: November 26, 2025

Department contact: Michael J. Poslinski [ext #8045]

APPROVED AS TO CONTENT

_____

Department Head - Signature

Jeffrey S. Burroughs, P.E.

Department Head - Print Name

Date Approved: _____

Attachment: MLP - PCO #3 - Replace Pump #3 (9-16-25) (RES-2025-840 : Change Order No. 2 - Increase of $3,746.00)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30935 **RESOLUTION 2025-841** **ADOPTED**

Erie County Piggyback Contract Extension Cured-In-Place Pipe Lining Services CRS No. 5816

The Engineering Department is requesting that the Town Board authorize an agreement to extend the piggyback to Erie County contract 222253-02 with United Survey, Inc. for Cured-In-Place Pipe Lining services. The services of this contract will be utilized to re-line sections of the Town's sewer system. This contract will be valid through April 12, 2027.

Funding for this contract will be Town-wide and various and inclusive of a bond account KP2516-4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

9/30/2025
Consent

FINANCIAL IMPACT:

KP2516-4972 & Town-wide

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30936 **RESOLUTION 2025-842** **ADOPTED**

Auction of Sewer Maintenance Surplus Equipment

The Sewer Maintenance Division is seeking to participate in the Auctions International online auction to dispose of old and surplus equipment.

The following equipment is slated for auction:

	ID	Description	VIN/Serial #	Condition
1.	E-086	2012 Ford F250 SD 4x4 Supercab	1FT7X2B67CEA71520	Poor
2.	E-110	1993 SRECO Easement Machine	EMSP-6D-93124	Fair

Proceeds from the sale of both will be allocated to the Sewer Maintenance revenue budget.

9/30/2025
Consent

FINANCIAL IMPACT:

Proceeds from the sale of both will be allocated to the Sewer Maintenance operating budget.

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30941 **RESOLUTION 2025-843** **ADOPTED**

Purchase of Weather Station and Mounting Pole Kit Davis Instruments

The Engineering Department WPCF division is requesting Town Board approval to purchase a weather station and mounting pole kit as per the attached quote totaling $1,655.00. This purchase will help the WPCF document localized weather conditions which will be used for odor response and diagnosis.

Funds are available in Account G9916-2600.

Thank you for considering our request.

9/30/2025
Consent

FINANCIAL IMPACT:

G9916-2600

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

Your cart

Subtotal
$1,655.00

CHECKOUT

Wireless Vantage Pro2 Plus with WeatherLink Console - SKU 6262, 6262M

Price $1,575.00
Version US
SKU 6262

Quantity
1

$1,575.00

Mounting Pole Kit for Vantage Vue, Vantage Pro2, and EnviroMonitor - Davis Instruments - SKU 7717

Price $80.00
SKU 7717

Quantity
1

$80.00

Subtotal $1,655.0

Taxes and shipping calculated at checkout

Calculate Shipping

CHECKOUT

Attachment: DOC092425-09242025104716 (RES-2025-843 : Purchase of Weather Station and Mounting Pole Kit)

To receive tax exemption,provide your exemption certificate to orders@davisinstruments.com before confirming your purchase.

If you have already been granted tax exemption, please use your business email at checkout in order for the exemption to apply.

PRODUCTS

HELP

MORE

Attachment: DOC092425-09242025104716 (RES-2025-843 : Purchase of Weather Station and Mounting Pole Kit)

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Attachment: DOC092425-09242025104716 (RES-2025-843 : Purchase of Weather Station and Mounting Pole Kit)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30899 **RESOLUTION 2025-844** **ADOPTED**

Sheltering Agreement - Mill Middle CRS #5811

Authorize the Town Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Williamsville Central School District for emergency sheltering use of the Williamsville Youth and Family Center.

9/30/2025
Consent

FINANCIAL IMPACT:

NONE

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

CONTRACT ROUTING FORM

CRS#_____

Townwide? Yes ☐ No ☑

Type: Under 5K ☐ General ☑ Piggyback ☐ Quotation ☐ Sole Source ☐

Requested TB Date: 9/30/25
Title: Sheltering Agreement - Mill Middle
Vendor: Williamsville Central School District
Number of Extensions: 0
Extension Term: N/A
Start/End Dates **YES** ☑ **NO** ☐
Contract Period: September 8, 2025 - September 8, 2026
Prevailing Wage? Article 8 ☐ Article 9 ☐ N/A ☑

ORG: N/A
OBJECT: N/A
AMOUNT: N/A

DESCRIPTION: Emergency Sheltering Agreement for use of the
COMMENT:
Williamsville Youth & Family Center

APPROVED AS TO CONTENT:

mary-Diana Pouli

Mary-Diana Pouli, Executive Director

Date Approved: 9/11/25

Date Submitted to CMS:
_____

Attachment: DOC091125-09112025150629 (RES-2025-844 : Sheltering Agreement - Mill Middle CRS #5811)

MILL MIDDLE SCHOOL

505 MILL STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE 716 626- 8300
FAX 716 626- 8326

DR. DARREN J. BROWN-HALL, Superintendent of Schools

CHRIS S. MCDUFFIE, Principal

LORI A. DABNEY, Assistant Principal

Attachment: DOC091125-09112025150629 (RES-2025-844 : Sheltering Agreement - Mill Middle CRS #5811)

MILL MIDDLE SCHOOL
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
SHELTERING AGREEMENT

This agreement is made on September 8, 2025 by and between WILLIAMSVILLE CENTRAL SCHOOL DISTRICT (WCSD), with principal offices for the conducting of business as a central school district in the Town of Amherst, New York at 105 Casey Road, East Amherst, and the TOWN OF AMHERST with a principal office for the conducting of activities and affairs at 5583 Main Street, Williamsville, New York, and is as follows:

WHEREAS, the WCSD may have a need from time to time because of unforeseen circumstances to obtain the use of off-site facilities for the conducting of its student classes and/or activities or to use the same temporary shelter of its students and have outside facilities available to it on an emergency as-needed basis; and

WHEREAS, the TOWN OF AMHERST various facilities under its possession and control, particularly including assembly areas and restrooms located in the WILLIAMSVILLE YOUTH & FAMILY CENTER in Williamsville, NY; and

WHEREAS, the TOWN OF AMHERST is willing to make its aforesaid facilities available to the District on an as-needed and as-requested basis so long as such facilities are available at the time of the District's request for the use of the same; and

NOW, THEREFORE, upon the above and foregoing premises and the other terms, covenants and agreements hereinafter set forth in this Agreement, the parties hereto by and through their respective authorized agents and representatives, hereby agree as follows:

1. The TOWN OF AMHERST agrees to permit the use by WCSD of its public assembly areas and restroom facilities located at 5583 Main Street, Williamsville, New York, on such emergency occasions as the same may be requested by WCSD from September 8, 2025 through and including September 8, 2026 provided said facilities are not otherwise in the use of or being prepared for any previously scheduled use.

2. WCSD will be solely responsible for the transportation of all students to and from the facilities, for their supervision while there and further agrees to hold harmless and indemnify the TOWN OF AMHERST from any and all losses, claims, damages,, suits and/or liabilities to person or property arising from WCSD's use, possession and occupancy of the facilities and further agrees to name and include the TOWN OF

AMHERST as an additional insured on the District's liability policies for the purpose of providing said indemnification and loss protection.

3. That neither this Agreement nor any part of provision thereof shall create or be constructed as creating any type of partnership or other principal and agent or any other type business relationship between the parties hereto, actually occupies the TOWN OF AMHERST facilities.

4. That this Agreement shall be renewable every year upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective authorized agents, representatives and/or employees, have duly executed this Agreement on the day and yet set forth.

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

By: _____ _____
DR. DARREN J. BROWN-HALL, Superintendent Date

By: _____ _____
BRIAN J. KULPA, SUPERVISOR Date

Attachment: DOC091125-09112025150629 (RES-2025-844 : Sheltering Agreement - Mill Middle CRS #5811)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/21/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 285 Delaware Ave Ste 4000 Buffalo NY 14202 License#: 0D69293	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: certrequests@ajg.com
INSURED Williamsville Central School District 105 Casey Road East Amherst NY 14051 WILLCEN-02	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Republic-Franklin Insurance Company — 12475 INSURER B : Utica National Insurance Company of Ohio — 13998 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 806297226 **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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y		CPP5719729	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			5724731	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5724731	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE $	$ 15,000,000 $ 15,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Educators Professional Liability			CPP5719729	7/1/2025	7/1/2026	Each Loss Annual Aggregate	$1,000,000 $3,000,000

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

re: Districts use of premises/facilities for all events during the policy period

The Certificate holder is included as an additional insured under form number 8E3042(NY) as required in written and executed contract.

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: DOC091125-09112025150629 (RES-2025-844 : Sheltering Agreement - Mill Middle CRS #5811)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL INSTITUTION COVERAGE ENDORSEMENT

SCHEDULE*

Student Medical Expenses Limit **$0**

* (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any educational institution by you or on your behalf the insurance is amended as follows:

A. NEW JERSEY LAWS

The following applies only to a policy issued to an insured for exposures which exist in New Jersey:

Such insurance as is afforded by the Policy applies to the obligations imposed upon you by N.J.S.A. 18A: 12-20; 18A: 16-6; and if permitted by law, 18A: 16-6.1.

B. STATE OF NEW YORK LAWS

The following applies only to a policy issued to an insured for exposures which exist in the State of New York:

Such insurance as is afforded by the Policy applies:

1. To the obligations imposed upon you by Sections 3023, 3028, 3811 of the Education law of the State of New York; and
2. To the obligations imposed upon you by Section 18 of the Public Officers Law of the State of New York, if you have elected, in accordance with the law, to come within its purview.

C. STUDENT MEDICAL EXPENSE EXCLUSION

The following exclusion is added to COVERAGE C (SECTION I):

We will not pay expenses for "bodily injury" to your student.

This exclusion does not apply if the Schedule above shows a Student Medical Expenses Limit.

D. HOSPITAL EXCLUSION

The following exclusion is added to COVERAGES A and B (SECTION I):

If the educational institution owns or operates a clinic or hospital, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" caused by:

a. The rendering or failure to render:
   (1) Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;
   (2) Any health or therapeutic service, treatment, advice or instruction; or
   (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming.
b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

The term clinic as used in this endorsement does not include an infirmary with facilities only for lodging and treatment of students.

E. EXTENDED BODILY INJURY COVERAGE

Under Paragraph **2. Exclusions** of **Section - I Coverage A**, the **Expected Or Intended Injury** exclusion is replaced by the following:

Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from:

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Attachment: DOC091125-09112025150629 (RES-2025-844 : Sheltering Agreement - Mill Middle CRS #5811)

(1) The use of reasonable physical force to protect oneself or other persons from physical injury;

(2) The use of reasonable physical force to protect the property of the educational institution or others; or

(3) The use of reasonable physical force to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of educational institution functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.

The following is added only if the policy is issued to an insured for exposures which exist in New Jersey:

(4) The use of force which is reasonable and necessary:

(a) To quell a disturbance, threatening physical injury to others; and/or

(b) To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil; and/or

(c) For the purpose of self-defense.

The following is added only if the policy is issued to an insured for exposures which exist in Georgia:

(4) Corporal punishment administered to a student by a teacher, principal, or other executive or administrative official of the school or school punishment is:

(a) Administered without malicious intent and without intent to cause injury; and

(b) Administered in compliance with the school's or the school district's regulations governing corporal punishment.

F. BODILY INJURY OR PROPERTY DAMAGE FROM POLLUTION - EDUCATIONAL INSTITUTION ACTIVITIES WITHIN BUILDINGS

Under Paragraph **2. Exclusions** of **Section - I Coverage A**, the following is added to part **(1)(a)** of the **Pollution** exclusion:

(iv) "Bodily injury" or "property damage" arising from activities and functions that are characteristic of, or distinctive to any educational institution curriculum or program which occur within buildings on educational institution premises of any insured. However, except for swimming pool chemicals that are used and stored in compliance with all applicable laws, regulations and license requirements, this exception does not apply to building operations, maintenance or repair.

This provision does not apply to exposures in the state of Vermont.

G. AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION REVISED (PROVIDES CERTAIN COVERAGES FOR NONOWNED WATERCRAFT AND MODEL AIRCRAFT)

Exclusion **g.** of COVERAGE A (SECTION I) is replaced by the following:

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading, or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by, or rented or loaned to, any insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of students to and from schools.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) An aircraft that is:

(a) Hired, chartered or loaned to an insured with a paid crew; and

(b) Not owned by an insured;

(2) A watercraft while ashore on premises you own or rent;

(3) A watercraft you do not own that is:

(a) Not being used to carry persons or property for a charge which is intended to make a profit for your educational institution; and

(b) Not being used to furnish transportation of your students to and from schools.

Exceptions **(1)** and **(3)** to this exclusion **g.** do not apply, and exclusion **g.** is fully applicable, to any aircraft or watercraft to which any other insurance covering "bodily injury" or "property damage" is available to the insured. This is so whether the other insurance applies on a primary, excess, contingent or any other basis, except for any insurance specifically written as excess over this Insurance.

(4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

Attachment: DOC091125-09112025150629 (RES-2025-844 : Sheltering Agreement - Mill Middle CRS #5811)

(5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(6) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph **e.(1), f.(2)** or **f.(3)** of the definition of "mobile equipment."

With respect to **(5)** above, "insured contract" does not include any contract to furnish transportation of your students to and from schools.

As used in this exclusion, aircraft means any contrivance used or designed for flight, except model rockets:

(i) Used with any educational institution curriculum or program; and

(ii) Not used or designed to carry people or cargo.

H. **EXTENDED PROPERTY DAMAGE COVERAGE**

a. With respect to property in your care, custody or control, the following is added to Exclusion **j.** of COVERAGE A (SECTION I):

Paragraph **(4)** of this exclusion applies only to:

(a) Liability assumed by you under any contract or agreement; or

(b) "Property damage" to property which is:

(i) Owned or occupied by or rented to you; or

(ii) Held by you for sale or entrusted to you for storage or safe keeping.

Part **(ii)** does not apply to "property damage" arising from the use of elevators.

b. Exclusion **j.(4)** under **SECTION I - COVERAGE A.** applies as follows:

(i) This exclusion always applies to "property damage" to property of others which occurs at premises you own, rent or control.

(ii) With respect to "property damage" to personal property of others which occurs away from premises you own, rent or control, this exclusion will apply only when the "property damage" is:

(a) To property which you have contracted to install;

(b) The direct result of the property being raised, lowered or otherwise moved by a crane;

(c) To "mobile equipment" or an "auto;"

(d) To that particular part of property which you are attempting to service or repair; or

(e) Covered by other insurance which will pay for the "property damage."

c. The following are added to exclusion **j.** **SECTION I - COVERAGE A.:**

(1) Paragraphs **(3)**, **(4)** and **(6)** of exclusion **j.** of **SECTION I - COVERAGE A** do not apply to the use of elevators.

(2) Paragraph **(4)** of this exclusion does not apply to "property damage," to borrowed equipment while not being used to perform operations at the job site.

This extended property damage liability coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured.

This applies to insurance such as, but not limited to, fire, extended coverage, builder's risk coverage or installation risk coverage. The other insurance condition of the policy is amended accordingly.

I. **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY**

Under Section I - **Coverage B - Personal And Advertising Injury**, the following is added to Exclusion **e. Contractual Liability:**

This exclusion does not apply to liability for damages assumed in a contract or agreement that is an "insured contract", provided the offense causing the "personal and advertising injury" was committed subsequent to the execution of the contract or agreement.

J. **FIRE, LIGHTNING OR EXPLOSION DAMAGE**

a. The last paragraph of **COVERAGE A. (SECTION I)** (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

b. Paragraph **6.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

6. Subject to **5.** above, the most we will pay under **COVERAGE A.** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning strike or explosion is the greater of:

(1) $500,000; or

(2) The Damage To Premises Rented To You Limit shown in the Declarations.

Attachment: DOC091125-09112025150629 (RES-2025-844 : Sheltering Agreement - Mill Middle CRS #5811)

The Damage To Premises Rented To You Limit applies to all loss or damage caused by or resulting from fire, lightning, or explosion; or any combination of these causes in a single incident.

c. Paragraph **4.b.(1)(a)(ii)** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

(ii) That is Fire and Extended Coverage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

K. **SUPPLEMENTARY PAYMENTS**

Under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

a. The paragraph related to bail bonds is replaced by the following which increases the limit:

Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. The paragraph related to reasonable expenses incurred by the insured at our request is replaced by the following which increases the limit:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

L. **WHO IS AN INSURED (ADDS APPOINTED OR ELECTED OFFICIALS, STUDENTS FOR CERTAIN ACTIVITIES AND AUXILIARY INSTRUCTORS)**

The following replaces SECTION II - WHO IS AN INSURED:

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members and your managers are also insureds, but only with respect to conduct of your business.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
   a. Your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
   b. Your "volunteer workers" and students who participate in internships, school-to-work or other similar programs, but only while acting:
      (1) Under your direction and within the scope of duties for you; or
      (2) Under your curriculum requirements.

      When used in this Coverage Form, "students who participate in internships, school-to-work or other similar programs" means a person who is not paid a fee, salary, or other remuneration.
   c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

   However, no "employee," "volunteer worker", auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee," co-"volunteer worker" or co-instructor while that co-"employee," co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;
         (b) To the spouse, child, parent, brother or sister of that co-"employee," co-"volunteer worker" or co-instructor as a consequence of paragraph **(1)**(a) above; or
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)**(a) or **(1)**(b) above.

Attachment: DOC091125-09112025150629 (RES-2025-844 : Sheltering Agreement - Mill Middle CRS #5811)

(2) "Property damage" to property owned, occupied or used by, rented or over which physical control is being exercised for any purpose by:

(a) Any of your "employees", "volunteer workers" or instructors; or

(b) You, or if you are a partnership or joint venture, any partner or member;

(c) Any member or manager if you are a limited liability company.

d. Any of the following, but only with respect to their duties in connection with the positions described below:

(1) Any of your appointed or elected administrative officials;

(2) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;

(3) Any of your board members or commissioners if you are a public board or commission; or

(4) Any student teachers teaching as part of their educational requirements.

e. Any person (other than your "employee"), or any organization while acting as your real estate manager.

f. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

g. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. As used in this endorsement, the term auxiliary instructor means any person acting in a teaching capacity who is neither an employee of nor a "volunteer worker" for an insured.

4. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

6. The following is added under SECTION II - WHO IS AN INSURED:

a. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if you own more than 50% of the outstanding securities representing the present right to vote for the election of its directors; or

b. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if more than 50% of the outstanding securities representing the present right to vote for the election of its directors is owned by an organization described in paragraph 6.a. above; is also an insured.

The insurance afforded under paragraphs 6.a. and 6.b. applies only if no other insurance of any kind is available to such entity for this kind of liability.

Attachment: DOC091125-09112025150629 (RES-2025-844 : Sheltering Agreement - Mill Middle CRS #5811)

M. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF LEASED EQUIPMENT, OWNER OF LEASED LAND, MANAGERS OR LESSORS OF PREMISES, ENGINEERS, ARCHITECTS AND SURVEYORS AND VENDORS

The following is added to **SECTION II - WHO IS AN INSURED:**

a. Additional Insureds - By Contract, Agreement or Permit

(1) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Commercial General Liability Coverage Form will be an additional insured, but only with respect to liability arising out of your ongoing operations, "your work," or property owned or used by, or rented or leased to, you. The insurance afforded any additional insured under this paragraph **M.a.(1)** will be subject to all applicable exclusions or limitations described in paragraphs **M.b.(1), (2), (3)** and **(4)** and in **M.c.(1), (2), (3), (4), (5), (6)** and **(7)** below.

(2) Such insurance as is provided by paragraph **M.a.(1)** for any additional insured will be primary, if so required by the written contract, agreement or permit. Any other insurance available to such person or organization shall be excess over this insurance.

The Limits of Insurance applicable to the additional insureds are those specified in the written contract, agreement or permit or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(3) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under paragraphs **M.a.(1), (2) and (3)** ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

b. Additional Exclusions or Limitations

(1) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(2) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or for the owner or other interest from whom the land was leased.

(3) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to be a tenant in those premises; or

(b) Structural alterations, new construction or demolition operations performed by or for the manager or lessor of those premises.

(4) Engineers, Architects or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failing to render any professional services by or for you, including:

(a) The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury.

Attachment: DOC091125-09112025150629 (RES-2025-844 : Sheltering Agreement - Mill Middle CRS #5811)

(5) **Vendor's of "Your Products"**

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

(a) This insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the vendor would have in the absence of the contract or agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in the product made intentionally by the vendor;

(iv) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(b) This insurance afforded the vendor does not apply to any person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

No insurance will be provided under this vendors coverage if "bodily injury" or "property damage" under the "products-completed operations hazard" is excluded by any of the exclusions or other provisions of this Coverage Form or by any endorsement.

c. Such insurance as is afforded for any additional insured under paragraph **M.a.** or **b.** above is subject to all applicable exclusions of **2.** Exclusions, **COVERAGE A** (Section I), other than exclusion b. **Contractual Liability**, to all exclusions or limitations stated with the coverage language, and to the following additional exclusions:

This insurance does not apply to:

(1) The independent acts or omissions of such additional insured.

(2) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:

(a) The occurrence of any "bodily injury" or "property damage"; or

(b) The commission of any offense which caused "personal and advertising injury."

(3) Any liability arising from construction or demolition work or operations performed for you.

(4) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.

(5) Any liability arising from injury or damage in connection with a permit issued by a state or political subdivision if the liability is from operations performed for the state or political subdivision.

Attachment: DOC091125-09112025150629 (RES-2025-844 : Sheltering Agreement - Mill Middle CRS #5811)

(6) Any liability from "bodily injury" or "property damage," arising out of "your work," which is included in the "products-completed operations hazard." Paragraph **(6)** of this exclusion does not apply to such insurance as is provided by this endorsement during the policy period of the policy to which this Coverage Form is attached.

This additional exclusion **M.c.(6)** does not apply with respect to such vendors coverage as is provided under **M.b.(5)** above.

(7) Any person or organization included as an Insured under any other provision of Section **C.** Who Is An Insured or included as an additional insured by any endorsement to this policy.

N. LIMITED COVERAGE FOR PROFESSIONAL HEALTH CARE SERVICES

The insurance provided under **Section I - Coverages A** and **B** is amended as follows:

1. "Bodily injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an "occurrence"; and
2. "Personal and advertising injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an offense.

For the purpose of determining the Limits of Insurance under Coverage **A** for this coverage, any act or omission together with all related acts or omissions in the furnishing of these services to any one person, will be considered one "occurrence".

The insurance provided by **1.** and **2.** above does not apply to "bodily injury" or "personal and advertising injury" caused by the willful violation of a penal statute or ordinance relating to the provision of professional health care services by or with the knowledge or consent of any insured.

O. LIMITED COVERAGE FOR BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEERS OR CO-INSTRUCTORS

1. a. The coverage provided by this Section of this endorsement is subject to the reduced limits stated below. These limits do not increase the Commercial General Liability Limits of Insurance stated in the Declarations. The reduced limits stated below are the total Limits of Insurance for all damages or medical expenses under Coverages **A** or **C** for the coverage provided by this Section of this endorsement.

Limits of Insurance for This Section:

General Aggregate Limit -	$25,000
Each Occurrence Limit -	$25,000

b. The **Employer's Liability** exclusion under Paragraph **2. Exclusions** of **Section - I Coverage A** does not apply to the coverage provided by this Section of this endorsement.

2. Subject to the reduced limits above for such coverage as is provided by this Section of this endorsement, parts **2.a., b.** and **c.** of Section **L.** of this endorsement, which modify part **2.a.** of **Section II - Who Is An Insured** of the Commercial General Liability Coverage Form, are replaced by the following:

a. Your "employees", other than your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

b. Your "volunteer workers", but only while acting:

(1) Under your direction and within the scope of duties for you; or

(2) Under your curriculum requirements.

c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

However, no "employee", "volunteer worker" or auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:

(1) "Personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee", co-"volunteer worker" or co-instructor while that co-"employee", co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;

Attachment: DOC091125-09112025150629 (RES-2025-844 : Sheltering Agreement - Mill Middle CRS #5811)

(b) To the spouse, child, parent, brother or sister of that co-"employee", co-"volunteer worker" or co-instructor as a consequence of paragraph **(1)(a)** above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(1)(b)** above.

(2) "Property damage" to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

(a) Any of your "employees", "volunteer workers" or instructors; or

(b) You, or if you are partnership or joint venture, any partner or member; or

(c) Any member or manager if you are a limited liability company.

P. **DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under **Section IV - Commercial Liability Conditions, Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This paragraph **a.** applies only if one of the following knows of the "occurrence" or offense:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

b. If a claim is made or "suit" is brought against any Insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This paragraph **b.** will be considered to have been violated only if the violation occurs after the claim or "suit" is known to:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

Q. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added to **Section IV - Commercial General Liability Conditions:**

Unintentional Failure To Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the rights of the insured as respects the insurance afforded by this policy if such failure or omission is not intentional.

Attachment: DOC091125-09112025150629 (RES-2025-844 : Sheltering Agreement - Mill Middle CRS #5811)

R. **COVERAGE TERRITORY**

Under the **Definitions** Section, "coverage territory" is replaced by the following:

"Coverage territory" means:

a. The United State of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **a.** above; or

c. All other parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in **a.** above; or

(b) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in:

(a) The territory described in **a.** above;

(b) The Commonwealth of the Bahamas, Bermuda, Cayman Islands, and British Virgin Islands;

or in a settlement we agree to.

S. **BODILY INJURY DEFIINITION**

Under the **Definitions** Section, "bodily injury" is replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or

b. Shock, mental anguish or mental injury, including death resulting therefrom, to a person who sustained bodily injury, sickness or disease; provided the shock, mental anguish or mental injury is a consequence of the bodily injury, sickness or disease.

T. **DAMAGE TO PROPERTY NOT PHYSICALLY INJURED**

a. Under the **Definitions** Section "impaired property" does not apply.

b. Exclusions **m.** and **n.** under **SECTION I - COVERAGE A** are replaced by the following:

m. Loss Of Use Of Tangible Property

Loss of use of tangible property which has not been physically injured or destroyed, resulting from:

(1) A delay in or lack of performance by or on behalf of the named insured of any contract or agreement; or

(2) The failure of "your product" or "your work" to meet the level of performance, quality, fitness or durability warranted or represented by or on behalf of the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden or accidental physical injury to or destruction of " your product" or "your work" after such products or work have been put to use by any person or organization other than an Insured.

n. Recall Of Products, Work Or Other Property

Damage claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) Any property which includes "your product" or "your work";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

U. **PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION**

Under the **Definitions** Section, "Personal and advertising injury" is replaced by the following:

"Personal and advertising injury" means injury including mental anguish, shock or humiliation; other than "bodily injury"; arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution or abuse of process;
3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement";

Attachment: DOC091125-09112025150629 (RES-2025-844 : Sheltering Agreement - Mill Middle CRS #5811)

7. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
8. Discrimination.

   As used in this form, discrimination means the act of differentiation based on age, race, color, sex, religion, national origin, physical handicap or sexual preference which violates any applicable federal, state or local statute which pertains to discrimination.

   But discrimination does not include:

   a. Acts of differentiation that cause injury to a person arising out of any:
      (1) Refusal to employ that person;
      (2) Termination of that person's employment; or
      (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

   b. Acts of differentiation that cause injury to the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs **(1)**, **(2)** or **(3)** above as directed.

      Paragraphs **a.** and **b.** above apply:
      (1) Whether the "insured" may be liable as an employer or in any other capacity; and
      (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   c. Acts of differentiation involving any actual or alleged:
      (1) Failure to provide an appropriate Individualized Education Program (IEP) pursuant to the Individuals with Disabilities in Education Act (IDEA) or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto; or
      (2) Violation of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Article 89 of the New York Education Law, or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto.

   In the State of New York, the word discrimination as used above only means actual or alleged conduct:
   (a) That results in disparate impact; or
   (b) That you are vicariously liable for.

V. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

The following is added to Section **IV - Commercial General Liability Conditions:**

If this Coverage Endorsement and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or offense, the aggregate maximum Limit of Insurance under all the Coverage Endorsements, Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Endorsement, Coverage Form or policy. This Condition does not apply to any endorsement, Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.

This provision does not apply in New York.

W. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

Attachment: DOC091125-09112025150629 (RES-2025-844 : Sheltering Agreement - Mill Middle CRS #5811)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30946 **RESOLUTION 2025-845** **WITHDRAWN**

Approve Piggyback Contract for Mfg Playground Equipment CRS #5839

WHEREAS, the Youth & Recreation Department is requesting approval to piggyback on Sourcewell Contract #010521-LTS with Denzak Recreational Design & Supply Inc for Commercial Playground Manufacturer Equipment and

WHEREAS, the contract terms will be from February 15, 2021 through February 17, 2026.

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Denzak Recreational Design & Supply Inc; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System, CRS#5839 and the Town Attorney approval.

FINANCIAL IMPACT:

A7110 : 4290

$15,117.47

RESULT: WITHDRAWN

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Supervisor
DOC ID: 30919

COMMUNICATION 2025-92 **REFERRED**

Communication - Main Transit Fire Dept. - Supplemental Insurance

Please refer to the attached letter from Main-Transit Fire Department's President Stachura with regard to the Town Board being in support of enhancing the Cancer Insurance Coverage for firefighters in the Town of Amherst in 2026.

9/30/2025
Referred to Finance

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

Main - Transit Fire Department, Inc.

SERVING AMHERST, NEW YORK SINCE 1936

Mailing Address • 6777 Main Street, Williamsville, NY 14221-5948 **Web Site** • WWW.MTFD.COM
Fire Station #1 • 6777 Main Street • Phone (716) 632-9710 • Fax (716) 632-8798
Fire Station #2 • 5560 Sheridan Drive • Phone (716) 632-1358

September 5, 2025

Amherst Supervisor Brian Kulpa
Amherst Town Board

Thank you for considering enhancing the Cancer Insurance Coverage for firefighters. Cancer is a personal nightmare that strikes randomly and without warning. Nothing can prepare an individual or family for what lies next in the treatment of this illness. Being an active firefighter is a deep commitment and self-sacrifice, constantly being put in harm's way. At the very least our membership deserves the right to feel financially secure and protected so cancer treatment doesn't have to become a question of affordability.

Under the current policy with The Hartford, the additional cost to the Town of Amherst for this supplemental insurance amounts to approximately $17,000. Based on the level of firefighters across the Town and the number of lives and property being protected, this amount certainly appears worthwhile.

On behalf of the entire membership of the Main-Transit Fire Department, we encourage you and the Town Board to support enhancing this Cancer Insurance coverage for the firefighters of the Town of Amherst and include this in the 2026 spending plan.

Sincerely,

Jeffrey Stachura
President

Cc. Main Transit Fire Department Board of Directors,
Amherst Fire Departments Presidents Association
Brandon Peters Emergency Services Coordinator

Attachment: Cancer Insurance Coverage for Firefighters (COM-2025-92 : Communication - Main Transit Fire Dept. - Supplemental Insurance)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Town Clerk
DOC ID: 30939

COMMUNICATION 2025-93 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway

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

9/30/2025
Referred to Town Attorney

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

HSM

September 24, 2025

Brian J. Kulpa, Town Supervisor
Town of Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Re: Proposed Mixed-Use Project – Site Plan Review [SP-2022-03A]
4300 Millersport Highway
File 10188.3

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Cimato & Sons (the "Project Sponsor") for the purpose of requesting that the Town Board adopt a resolution during its next meeting to be held on Monday, September 30th for the purpose of approving the Project Sponsor's previous requests that the Town enter into a long-term agreement with the Project Sponsor and its successors and assigns, for the maintenance and future repairs of the on-site privately owned infrastructure.

This item has previously been discussed at numerous meetings of the Town Board and is the last remaining item that needs to be finalized in connection with the approved project.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.
cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director
Steve Bengart, Esq., Town Attorney
Jeff Burroughs, P.E., Town Engineer
Fred Cimato
Patricia Bittar, P.E., Wm. Schutt & Associates P.C.

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Drive, Suite 100 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-09-24-25 (COM-2025-93 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Town Clerk
DOC ID: 30948

COMMUNICATION 2025-94

RECEIVED & FILED

Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive

Letter from Sean Hopkins, Esq. regarding the proposed multi-family project at 2190-2220 Wehrle Drive.

9/30/2025
Received & Filed

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

HSM

September 24, 2025

Scott Marshall, Principal Planner
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221

Re: Comprehensive Plan Amendment [BCPA-2025-01]
Proposed Multi-Family Project
2190-2200 Wehrle Drive - Amherst, NY
Applicant/Project Sponsor: Young Development Inc.

Dear Scott:

Pursuant to the discussion during the meeting held with Patrick Sheedy and you on Monday, September 22nd, we are not requesting that the Town Board issue a Negative Declaration pursuant to SERA and a decision on the Comprehensive Plan Amendment during its upcoming meeting on Tuesday, September 30th.

A comprehensive updated project submission will be made in the near future per the draft of the updated Concept Plan that we reviewed during the project meeting on September 22nd.

I spoke with Jesscia Boudreau of the Engineering Department today and she indicated that she will be providing any comments regarding the Preliminary Existing Water System Analysis Report prepared by Carmina Wood Design dated September 17, 2025 prior to the end of this week.

Please contact me at 716.510-4338 or via e-mail if you have any questions regarding this letter to the status of the project.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Brian J. Kulpa, Supervisor
Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director, Town of Amherst Planning Department
Daniel J. Ulatowski, AICP, Assistant Planning Director/ZEO
Christopher P. Schregel, Traffic Safety Coordinator

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Road, Suite 100 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Marshall-Ltr-09-24-25 (COM-2025-94 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

Jessica Boudreau, P.E., Project Manager, Engineering Department
Steven Bengart, Esq., Town Attorney
Bryan Young, Young Development Inc.
Joe Young, Young Development Inc.
Amy C. Dake, P.E, PTOE, Passero Associates
Patrick Sheedy, Jr., P.E., Carmina Wood Design

Attachment: Marshall-Ltr-09-24-25 (COM-2025-94 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Town Clerk
DOC ID: 30943

COMMUNICATION 2025-95

RECEIVED & FILED

Correspondence from Joe Voytovich - Budget Timeline

Letter from Joe Voytovich regarding the budget timeline.

9/30/2025
Received & Filed

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

September 24, 2025

Amherst Town Board
5583 Main Street
Williamsville, New York 14221

RE: Town Budget Planning Cycle

Members of the Amherst Town Board,

Recently I was researching the 2024 proposed budget and the tax cap override and found that the budget had never been passed by the town board !! I presented this question to the town clerk, Fran Spoth, who researched the issue and told me that the budget had NOT been passed. She also directed me to the Town Law Manual 2016, page 59, section B which stated that if a budget is not passed by November 20, then the preliminary budget would become the budget for the following year.

I would like to say thank you to Fran Spoth for the great work on researching this issue and providing me with a source of information on the budget process.

I would now like to pass this on to the residents of Amherst. I have attached the section relating to budgets, or the entire manual of 205 pages may be downloaded by searching for "Town Law Manual 2016", then selecting the link going to nytowns.org.

The current issue of concern for residents is that the rules require the town to register a preliminary budget with the town clerk by September 30. A budget calendar for this year is available on the town Comptroller's web page also.

Another issue of concern is how the state law allows the budget process to extend past the election day. According to the NYS Department of Taxation guidelines, the budget process includes deadlines for some budget public hearings as being the Thursday ***AFTER*** election day!!

If we're going to have an open government, we don't want to hide information from the voters, as was the case in November 2023. Apparently though the state believes this is a necessity.

Regards,
Joe Voytovich

Attachment: Budget Timeline Comments-merged (COM-2025-95 : Correspondence from Joe Voytovich - Budget Timeline)

Attachment: Budget Timeline Comments-merged (COM-2025-95 : Correspondence from Joe Voytovich - Budget

While there is not specific language required of the local law, it must contain language that clearly evinces the intent to override the tax cap. Once the local law is adopted, the board may adopt a budget in excess of the cap.

§ 4-11. Filing with the Comptroller's Office. Towns must submit any information necessary for calculating the tax levy limit with the state comptroller's office prior to adopting the budget.

§ 4-12. Errors in Tax Levy Calculation. If a local government makes an error in their tax cap calculation and exceeds the cap without a local law on the books authorizing an override, the excess funds must be placed into a reserve account in accordance with the state comptroller's requirements.

For additional information on the Real Property Tax Cap, please see the Department of Taxation and Finance's guidance document titled "The Property Tax Cap: Guidelines for Implementation."

ARTICLE III. Budgeting Process.

§ 4-13. Start of Process; Procedural Requirements. The first steps in the adoption of a town budget begin in September. The budget process requires actions to be taken within specific time parameters, as indicated in the chart in § 4-4. All actions taken by the town board in connection with the budget process must be taken at either a regular or special meeting of the board.

§ 4-14. Submission of Estimates. Pursuant to Town Law § 104, the head of each administrative unit must submit an estimate of revenues and expenditures of such administrative unit for the upcoming fiscal year to the budget officer on or before September 20 (October 20). If the head of an administrative unit fails to submit the required estimates by that date, the budget officer prepares the estimates for

Attachment: Budget Timeline Comments-merged (COM-2025-95 : Correspondence from Joe Voytovich - Budget

that unit. The forms utilized to prepare the estimates are determined and put forth by the budget officer.

§ 4-15. Tentative Budget.

A. Review of estimates by budget officer. After estimates are submitted, Town Law § 106 requires the budget officer to review the estimates. He or she may require the head of any unit to furnish additional information and answer relevant questions.

B. Required items. The budget officer then prepares the tentative budget and includes his or her recommendations. The tentative budget must show by funds:

1. Proposed appropriations and estimated revenues;

2. Estimated fund balances;

3. The amount of taxes to be levied;

4. Salaries of elected officers;

5. Such other information pertinent to the above as prescribed by the state comptroller.

C. Budget message; filing. Budget officers may attach a budget message explaining the main features of the tentative budget and include any additional information they deem advisable. On or before September 30 (October 30), they must file in the town clerk's office the tentative budget with the budget message, if any, and the estimates and schedules.

D. Presentation to and review by town board. The town clerk is required to present the tentative budget to the town board at a regular or special meeting held on or before October 5 (November 10). As a practical matter,

board members may already have received a copy of the budget from the supervisor, since many opt to release the budget to the press at the same time it is filed with the town clerk.

1. The town board may call upon the budget officer and the head of any administrative unit to discuss the tentative budget and the estimates as originally submitted. Additionally, the head of any administrative unit may request, in writing, that he or she be permitted to explain his or her estimates to the town board.

2. The board then reviews the tentative budget and may make any changes, alterations and revisions it considers advisable that are not inconsistent with law. Upon completion of the review, the tentative budget, as modified by the town board, becomes the preliminary budget and must be filed in the town clerk's office. The town clerk reproduces as many copies of it for public distribution as the town board directs.

§ 4-16. Preliminary Budget.

A. Required items. Town Law § 107 requires the preliminary budget be in the form prescribed by the state comptroller and, like the tentative budget, must show by funds:

1. Proposed appropriations and estimated revenues classified as prescribed by the Uniform System of Accounts for Towns;

2. Estimated fund balances;

3. Taxes to be levied;

4. Salaries of elected officials;

Attachment: Budget Timeline Comments-merged (COM-2025-95 : Correspondence from Joe Voytovich - Budget

Attachment: Budget Timeline Comments-merged (COM-2025-95 : Correspondence from Joe Voytovich - Budget

5. Any other pertinent information prescribed by the state comptroller.

B. Contingencies. The budget may contain an appropriation for contingencies in both town-wide and town-outside-village funds. A contingent appropriation may not exceed 10 percent of total appropriations, less the amount for debt service and judgments, estimates for special district purposes and for the repair and improvement of town highways.

C. Highway funds. Amounts to be raised for highway purposes must be within the limitations of Highway Law § 271.

D. Additional information. The preliminary budget shall include any other data that the town board may require.

§ 4-17. Fire District Budgets. The boards of fire commissioners must file their estimates with the budget officer on or by November 7. Pursuant to Town Law § 105, the fire district budget must be in the same format as the town budget. The budget officer must affix the fire district budget to the annual town budget. The town board and the budget officer may not alter or change the fire district budget.

§ 4-18. Public Hearing.

A. Public hearing required. Town Law § 108 sets forth that the town board must hold a public hearing on the preliminary budget on or before the Thursday following the November general election (December 10).

B. Notice.

1. A notice of the public hearing must be published in the town's official newspaper, or if none has been

Attachment: Budget Timeline Comments-merged (COM-2025-95 : Correspondence from Joe Voytovich - Budget

designated, in any newspaper having general circulation in the town. At least five days must elapse between the first publication of notice and the date specified for the public hearing. The town board may, by resolution, require additional publications of the notice of hearing.

2. The notice must state:

(a) The time and place the hearing will be held;

(b) The purpose of the hearing;

(c) That a copy of the preliminary budget is available at the town clerk's office, where it may be inspected during office hours; and

(d) The proposed salary for each member of the town board, an elected town clerk and an elected town highway superintendent.

3. At least five days before the day designated for the public hearing, a copy of the notice must be posted on the signboard of the town.

C. Adjournment. The hearing may be adjourned, but not beyond November 15 (December 15).

D. Public participation. Members of the public must be allowed to comment at the public hearing, and any person may be heard in favor of or against the preliminary budget or any item in it.

§ 4-19. Final Revision and Adoption of Budget.

A. After the public hearing, Town Law § 109 provides that the town board may alter and revise the preliminary budget, subject to the restrictions of Town Law § 107 (i.e., must be in the prescribed form, appropriations for

contingent purposes must be within the 10 percent limitations, and taxes for highway purposes must be within the limitations of Highway Law § 271).

B. The budget must be adopted by November 20 (December 20) and be recorded in the minutes of the town board. It then becomes the annual budget of the town for the next fiscal year. If the town board fails to adopt a budget by November 20 (December 20), the preliminary budget, with such changes as the town board may have made, will constitute the budget for the ensuing fiscal year.

§ 4-20. Tax Levy. Pursuant to Town Law § 115, the town clerk is required to prepare and certify in duplicate the annual budget as adopted by the town board, together with the annual budget of each fire district located within the town, as well as the estimates, if any, for special improvement districts. Within five days from the date the budget is adopted by the town board, the clerk is required to deliver two copies to the supervisor. The supervisor must present such copies to the county legislature or the county board of supervisors within 10 days after receipt thereof from the clerk, for levy with county taxes.

§ 4-21. Benefit Districts. Budgets for special improvement districts are prepared at the same time as the general town budget. An exception to this exists in the case of special improvement districts organized on a benefit basis, in which case the town board (or commissioners if the district is operated by a separate board of commissioners) prepares detailed budget estimates for maintaining these districts for the ensuing year.

A. Preparation of assessment roll. After these estimates are prepared, the town board or the commissioners assess the costs against the real property in the district benefited in proportion to the benefits it determines each will derive, and then prepares an

Attachment: Budget Timeline Comments-merged (COM-2025-95 : Correspondence from Joe Voytovich - Budget

assessment roll listing the properties, their owners and the assessment so levied on each. Note that no assessment roll is required in Westchester County if the anticipated expenditures do not exceed $500.

B. Filing of estimates and assessment roll; public hearing. The estimates and assessment roll are filed by the town board with the town clerk between September 1 and 15 each year. Thereafter, the town board must hold a public hearing regarding the assessment roll (see Town Law § 239). Notice of such hearing must be published at least 10 and not more than 20 days before the date specified for the hearing.

C. Objections. The town board must meet at the time and place so specified and consider any objections to the assessment roll. It may change or amend the same, or may annul the same and prepare a new roll. If a new roll is prepared, notice must be given of a new public hearing. Notice must also be mailed to each property owner, apprising them of the hearing.

D. Adoption of assessment roll; filing. The assessment roll must be adopted (whether amended, changed or prepared anew) at least 30 days before the annual meeting of the board of supervisors (or county legislative body) at which taxes are levied in the county (see Town Law § 202-a [5]). Once adopted, it must be filed in the office of the town clerk. The town clerk prepares and certifies duplicate copies at the same time he or she performs this duty in connection with the annual budget, to be filed in the clerk's office and delivered to the supervisor. The supervisor must deliver the roll to the board of supervisors (or the county legislative body) along with the annual budget, for levy of taxes against the properties benefited.

Attachment: Budget Timeline Comments-merged (COM-2025-95 : Correspondence from Joe Voytovich - Budget

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Town Clerk
DOC ID: 30898

COMMUNICATION 2025-96 **REFERRED**

Notice of Claim: Progressive A/S/O Nicole M Heckler Vs. Town of Amherst

9/30/2025
Referred to Town Attorney

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

PROGRESSIVE

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document Address
P.O. Box 94639
Cleveland, Ohio 44101-9908
Phone: (877)818-0139
Fax: (888) 781-6947

Notice of Intent to File Claim
8/28/2025 3:05 PM
Certified Mail 9489 0090 0027 6567 1715 17
Return Receipt Requested
TOWN CLERK,
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

SEP 11 2025 AM 8:

THIS IS A SUPPLEMENT TO A DEMAND THAT WAS PREVIOUSLY MAILED TO YOUR ADDRESS ON 7/29/2025

Your Client: CYNTHIA GRIFFIN
Your Claim Number: NA
Our Insured: NICOLE M HECKLER
Our Claim Number: 25-599296469
Amount Subject to Reimbursement: $40,952.60 OPEN ($34,111.91 COLL + $6,840.69 PIP OPEN + $0.00 UIM OPEN)
Amount of Insured's Deductible: $1,000.00

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: N FOREST RD & WILTSHIRE RD AMHERST, NY ERIE, USA
Date and Time of Loss:05/20/2025, 09:00 AM ET

Description of Loss: OUR INSURED WAS TRAVELING AT N FOREST RD & WILTSHIRE RD, IN AMHERST, NY WHEN A TOWN VEHICLE, OPERATED BY CYNTHIA GRIFFIN, FAILED TO MAINTAIN PROPER LOOKOUT, AND YIELD THE RIGHT OF WAY, IMPROPERLY ATTEMPTED TO MERGE MERGING ENTERING THE ROADWAY AND STRUCK OUR INSURED'S VEHICLE. WE ARE SEEKING REIMBURSEMENT FOR OUR INSURED'S VEHICLE DAMAGES.

Please make your draft payable to" Progressive Advanced Insurance Company as subrogee of NICOLE M HECKLER ", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

X Melissa Ashley Marie Marcus
Progressive Subrogation
Progressive Advanced Insurance Company
Tel. 877-818-0139
Fax. 888-781-6947
GovernmentStatus@email.progressive.com

Sworn to me and subscribed in my presence this 3 day of Sept 2025

Janice Mary Sherman
NOTARY PUBLIC

STATE OF OHIO
JANICE MARY SHERMAN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 01-10-27

Attachment: DOC091125-09112025142636 (COM-2025-96 : Notice of Claim: Progressive A/S/O Nicole M Heckler Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Town Clerk
DOC ID: 30925

COMMUNICATION 2025-97

REFERRED

Notice of Order to Show Cause and Petition: Karen Cuevas Vs. Town of Amherst

9/30/2025
Referred to Town Attorney

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

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

KAREN CUEVAS,

Claimant,

-vs-

TOWN OF AMHERST,

Respondent.

ORDER TO SHOW CAUSE

Index No.: 815583/2025

Hon. Gerald J Greenan III, J.S.C.

Upon the attached Petition of John J. Fromen, Jr., Esq., attorney for the Claimant, sworn to September 3, 2025 with Exhibits attached thereto and all papers and proceedings heretofore had herein, and sufficient cause appearing therefore, it is hereby

ORDERED, that Respondent show cause before this Court in the County of Erie at the Erie County Courthouse, Part 32, in the City of Buffalo, New York on the 8th day of October, 2025 at 1:30 PM of that day or as soon thereafter as counsel can be heard, why an Order should not be entered herein pursuant to General Municipal Law § 50-e permitting the Claimant to file a late Notice of Claim against the Respondent, Town of Amherst, and it is further

50 Delaware Ave. 9th Floor

ORDERED, that service of a copy of this Order to Show Cause together with Supporting Affirmation by personal service upon the Respondent, Town of Amherst, on or before the 24th day of September, 2025, shall be deemed sufficient and adequate service hereunder, and it is further

SEP 23 2025 PM 1:5

Attachment: DOC092325-09232025135422 (COM-2025-97 : Notice of Order to Show Cause and Petition: Karen Cuevas Vs. Town of Amherst)

15.6.a

ORDERED, that any responsive papers shall be served upon counsel for the Claimant on or before the 1st day of October, 2025, and it is further

ORDERED, that the Claimant shall serve any reply papers on or before the 6th day of October 2025.

GRANTED:

Hon. Gerald J Greenan J.S.C.

Attachment: DOC092325-092320251354422 (COM-2025-97 : Notice of Order to Show Cause and Petition: Karen Cuevas Vs. Town of Amherst)

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

KAREN CUEVAS,

Claimant,

-vs- **PETITION**

TOWN OF AMHERST,

Respondent.

JOHN J. FROMEN, JR., hereby affirms the following under penalty of perjury:

1. I am the attorney of record for the Claimant in the above-entitled action and as such I am fully familiar with the facts and circumstances surrounding the within action and all proceedings heretofore had herein.

2. This Affirmation is being offered in support of Claimant's Order to Show Cause requesting leave to file a late Notice of Claim against the Respondent, Town of Amherst, pursuant to General Municipal Law §50-e.

3. This case involves serious injuries sustained by the Claimant when her vehicle was struck by an unsecured object while driving behind a Town of Amherst vehicle on January 10, 2025.

4. At the time of the subject incident, the Claimant was driving southbound on North Forest Road in Amherst, New York. The Claimant was driving behind a white pickup truck belonging to the Town of Amherst Highway Department, which was transporting unsecured "Christmas trees" stacked on top of each other in the bed of the

Attachment: DOC092325-09232025135422 (COM-2025-97 : Notice of Order to Show Cause and Petition: Karen Cuevas Vs. Town of Amherst)

truck. The tailgate on the truck bed was either down or completely removed, and a single wire was strung across the back of the bed.

5. Upon driving over a bump in the road, one of the "Christmas trees," being unsecured and freely rolling around in the bed of the truck, was thrown free of the bed and into the front of the Claimant's vehicle. The tree shattered the driver's side headlight, cracked the windshield, and damaged the hood. The Town of Amherst truck continued driving and did not stop.

6. As a result of her vehicle being struck by the tree, the Claimant sustained injuries to her back and right hip, including, inter alia, lumbar disc herniations and impingement on the nerve root, necessitating treatment with various medical professions which remains ongoing.

7. In determining whether to grant a motion allowing a claimant to serve a late Notice of Claim pursuant to General Municipal Law § 50-e (5), the primary criteria for the Court to consider is: (1) the reasonableness of the excuse offered for the delay; (2) whether the municipality obtained actual knowledge of the essential facts constituting the claim within the 90-day filing period or a reasonable time thereafter; and (3) whether the municipality was prejudiced by the applicant's failure to comply with the statute, i.e. file a Notice of Claim within 90 days. See General Municipal Law § 50-e; Wisnowski v. City of Buffalo, 239 A.D.3d 1407 (4th Dept., 2025); Szymkowiak v. New York Power Authority, 162 A.D.3d 1652 (4th Dept., 2018); Diegelman v. City of Buffalo, 148 A.D. 1692 (4th Dept., 2017).

Attachment: DOC092325-092320251354422 (COM-2025-97 : Notice of Order to Show Cause and Petition: Karen Cuevas Vs. Town of Amherst)

8. No single factor mentioned above is dispositive and, absent a clear abuse of discretion, a trial court's determination in that regard will not be disturbed. Wisnowski, *supra*; Szymkowiak, *supra*; Diegelman, *supra*; King v. Niagara Falls Water Authority, 147 A.D.3d 1398 (4th Dept., 2017).

9. This Court has immense discretion in allowing a late notice of claim. Cayuga Nation by Cayuga Nation Council v. Peenstra, 228 A.D.3d 1271 (4th Dept., 2024); Diaz v. Rochester-Genesee Regional Transportation Authority, 175 A.D.3d 1821 (4th Dept., 2019); Diegelman, *supra*; King, *supra.*

10. The Court of Appeals in Matter of Newcomb v Middle Country Cent. Sch. Dist., 28 N.Y.3d 455 (2016) resolved a split in Appellate Division authority regarding which party has the burden to demonstrate that a late Notice of Claim substantially prejudices a public corporation.

11. The Court of Appeals has clarified that while the initial burden rests with the Petitioner to demonstrate why the late notice would not substantially prejudice the public corporation, that burden is not extensive, and, once it has been satisfied, the public corporation must respond with a particularized evidentiary showing that they will be substantially prejudiced if the late Notice is allowed. Id.

12. It is well-established that, while the presence or absence of any single factor is not determinative, the fact that the municipality received actual knowledge of the facts constituting the claim in a timely manner is to be accorded great weight. Wisnowski, *supra*; Cayuga, *supra*; Matter of Turlington v. Brockport Cent. Sch. Dist., 143 A.D.3d 1247 (4th Dept., 2016).

Attachment: DOC092325-09232025135422 (COM-2025-97 : Notice of Order to Show Cause and Petition: Karen Cuevas Vs. Town of Amherst)

13. It is further well-established that the failure to offer a reasonable excuse for the delay in filing a late notice of claim is not fatal to the Petitioner's case where actual notice was had and there is no compelling showing of prejudice to the municipality. Froelich v. South Wilson Volunteer Fire Company, 198 A.D.3d 1312 (4th Dept., 2021); Brege v. Town of Tonawanda, 148 A.D.3d 1792 (4th Dept., 2017); Maciejewski v. North Collins Cent. School Dist., 124 A.D.3d 1347 (4th Dept., 2015).

14. The time to file a late notice of claim has not expired as the statute of limitations is one year and 90 days. To date, seven months have passed and there remains sufficient time to file said claim against the Town of Amherst.

15. Here, the Town of Amherst received actual notice of this claim in *two* different forms.

16. First, the Claimant hand-delivered a notarized notice of the incident to a clerk at the Town of Amherst Attorney's Office at 5583 Main Street in Williamsville, New York, within ***one week*** of the incident in January 2025. The notice informed the Town of Amherst of the time and place of the incident. It described how she was driving behind a white pickup truck with the Town of Amherst Highway Department insignia on the side that was carrying unsecured "Christmas trees" in the back of the truck. The notice went on to describe how the tree fell from the truck and landed on her car, which sustained an estimated $1,672.10 in damages. The Claimant never received a response from the Town. A copy of the notice is attached as Exhibit "A".

17. Second, the Claimant called the Amherst Police Department (APD) on January 16, 2025, less than a week after the incident, to report what occurred. An APD

Attachment: DOC092325-09232025135422 (COM-2025-97 : Notice of Order to Show Cause and Petition: Karen Cuevas Vs. Town of Amherst)

officer spoke with the Claimant and created a report detailing the events of the incident. The officer observed the damage to the Claimant's vehicle and documented it in the report. A copy of that report is attached as Exhibit "B".

18. Based on the foregoing, the Town of Amherst was clearly aware of the essential facts of the incident within a few weeks of the occurrence of the same, inasmuch as it received actual knowledge of the facts constituting the claim via the Claimant's hand-delivered notice and the police report.

19. As for a reasonable excuse, the Claimant, who was not represented until recently, believed that she had timely filed a Notice of Claim by delivering the notarized letter to the Town of Amherst Attorney's Office. Further, she was unaware of the extent of her injuries for months after the incident.

20. Additionally, there will be no prejudice to the Town of Amherst by allowing the Claimant to file a late Notice of Claim. The Town is the party with the knowledge and control over the Highway Department's transportation of the "Christmas trees." It was the entity which failed to secure the cargo so as to prevent the danger which occurred here, and which either knew or should have known that there was a missing tree when the pickup arrived at its destination. In addition to this constructive knowledge, the Town had actual knowledge of the incident after receiving the Claimant's hand-delivered notice and police report.

21. The Claimant is not aware of any witnesses to the incident, and therefore the Town would not be prejudiced by any delay in speaking with witnesses.

Attachment: DOC092325-09232025135422 (COM-2025-97 : Notice of Order to Show Cause and Petition: Karen Cuevas Vs. Town of Amherst)

22. The late Notice of Claim will also have no effect or substantial prejudice on the Town of Amherst's ability to investigate the relevant facts and fully defend itself with regard to the Claimant's allegations, inasmuch as there is nothing to "investigate" in this case that would generate different results whether investigated within three months or seven months of the incident. Regardless, the Town, via the APD officer, did perform a cursory investigation of the incident by questioning the Claimant and observing the damage to her vehicle.

23. The Town may still take a deposition on notice via 50-H of the Claimant, and seek further discovery in the course of litigation of this matter. Any defenses to be asserted by the Town of Amherst would not change or be any different than if the Notice of Claim was filed within the statutory 90 days.

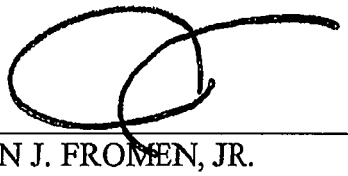
24. The case law is clear that it is incumbent upon the municipality to show actual prejudice with particularized evidence, created by the late Notice of Claim, and not assert general allegations of prejudice without support. Newcomb, *supra*; Bingham v. Town of Wheatfield, 185 A.D.3d 1482 (4th Dept., 2020).

25. As a result of the foregoing, it is respectfully requested that the Claimant be granted leave to file a late Notice of Claim pursuant to General Municipal Law § 50-e, on the basis that the Town of Amherst had actual notice of the incident, and there would be no substantial prejudice to the Town as a result of the late Notice.

WHEREFORE, the Claimant respectfully requests an Order granting leave to file a late Notice of Claim pursuant to General Municipal Law § 50-e permitting the Claimant to

Attachment: DOC092325-09232025135422 (COM-2025-97 : Notice of Order to Show Cause and Petition: Karen Cuevas Vs. Town of Amherst)

serve a late Notice of Claim upon Respondent, Town of Amherst, and for such other and further relief as the Court deems proper.



JOHN J. FROMEN, JR.

Attachment: DOC092325-09232025135422 (COM-2025-97 : Notice of Order to Show Cause and Petition: Karen Cuevas Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30937 **RESOLUTION 2025-846** **ADOPTED**

Public Improvement Permit No. 3158 Storm System – 580 Crosspoint/3750 Millersport Highway 1996.018N/SP-2019-13_A

Attached please find an application for a Storm System Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $3,150.00.

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 $3,000 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. 3158.

Thank you for considering this request.

9/30/2025
Consent

FINANCIAL IMPACT:

N/A

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: September 8, 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 $ 30,000

Address and/or Subdivision Name: 580 Crosspoint Pkwy/3750 Millersport Highway **Town of Amherst Job:** 1996.018N/SP-2019-13_A

Description and location of improvements including quantities: 60" HDPE Town Ditch Crossing.

	Name	Address	Phone
Owner:	Citibank Technology Inc	Two Court Sq., Long Island City, NY 11101	212-816-2937
Engineer/Designer:	Ware Macolmb	450 7th Ave, Ste. 900, New York, NY 10123	848-999-3987
Contractor:	Cross Management Corp	8 East 40th St., Ste. 510, New York, NY 10016	646-629-5449

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	$3,000
VIDEO INSPECTION - Sanitary Only $1.50 per linear foot	
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	
TOTAL FEE	$3,150.00

Owner sign Here

Michael Rodriguez
Please Print Name

Two Court Square
Address

Long Island City	NY	11101	212-816-2937
City	State	zip	Phone

Subscribed and sworn to before me this 19th
Day of September 20 25

Tricia Suszek-Larson
Notary Public, Erie County, New York

Tricia A. Suszek-Larson
NOTARY PUBLIC, STATE OF NEW YORK
Commission Expires ~~March 15, 2025~~

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. 3158

Town Clerk

Rev. 1/10/2025

Attachment: PIP 3158 580 Crosspoint Public Storm_Application (RES-2025-846 : Public Improvement Permit No. 3158)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30966 **RESOLUTION 2025-847** **ADOPTED**

Back Wages Agreement – US Department of Labor

Suspension to Town Board Agenda of September 30, 2025

TO: The Honorable Town Board

FROM: Robert P. McCarthy, Director of Human Resources

DATE: September 30, 2025

RE: **Back Wages Agreement – US Department of Labor**

Please authorize the Supervisor to sign the attached agreement with the US Department of Labor for the payment of back wages to fourteen employees.

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

FINANCIAL IMPACT:

$5,078.40

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

Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Attachment: WH-56-Town of Amherst - Redacted_Redacted ZTG1 (RES-2025-847 : Back Wages Agreement – US Department of Labor)

Office Address: Buffalo NY Area Office
130 South Elmwood Avenue
Room 536
Buffalo, NY 14202-
716-842-3240

Investigator: Amber O'Dierno

Date: 9/11/2025

Employer Fed Tax ID Number: [redacted]

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
1. Andruszko, Katie	[redacted]	7/14/2023 to 8/8/2025	FLSA	$149.74	$149.74
				$149.74	$149.74
2. DiBlasi, Deanna	[redacted]	1/12/2024 to 7/11/2025	FLSA	$309.73	$309.73
				$309.73	$309.73
3. Gould, Caryn	[redacted]	9/22/2023 to 11/17/2023	FLSA	$118.26	$118.26
				$118.26	$118.26
4. Guzman, Melissa	[redacted]	8/25/2023 to 12/15/2023	FLSA	$234.18	$234.18
				$234.18	$234.18
5. Harrishburg, Jay	[redacted]	5/5/2023 to 7/25/2025	FLSA	$878.47	$878.47
				$878.47	$878.47
6. Henry, Elizabeth	[redacted]	7/14/2023 to 12/15/2023	FLSA	$230.27	$230.27
				$230.27	$230.27
7. Johnson, Morgan	[redacted]	10/6/2023 to 10/6/2023	FLSA	$31.40	$31.40
				$31.40	$31.40

I agree to pay the listed employees the amount due shown above by

Signed: _____

Date: _____

Employer Name and Address:
Town of Amherst Police Department
Town of Amherst
500 John James Audubon Pkwy
BUFFALO NY 14228

Subtotal:	$1,952.05	$1,952.05
Total:	$5,078.40	$5,078.40

Form WH-56

Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Attachment: WH-56-Town of Amherst - Redacted_Redacted ZTG1 (RES-2025-847 : Back Wages Agreement – US Department of Labor)

Office Address: Buffalo NY Area Office
130 South Elmwood Avenue
Room 536
Buffalo, NY 14202-
716-842-3240

Investigator: Amber O'Dierno

Date: 9/11/2025

Employer Fed Tax ID Number: [redacted]

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
8. Maloney, Jeffrey	[redacted]	5/5/2023 to 8/8/2025	FLSA	$722.52	$722.52
				$722.52	$722.52
9. Oliver, Christopher	[redacted]	6/2/2023 to 8/8/2025	FLSA	$886.56	$886.56
				$886.56	$886.56
10. Onions, Tyler	[redacted]	9/8/2023 to 11/17/2023	FLSA	$59.65	$59.65
				$59.65	$59.65
11. Rechin, Jessica	[redacted]	12/29/2023 to 7/25/2025	FLSA	$446.05	$446.05
				$446.05	$446.05
12. Richter, William	[redacted]	7/14/2023 to 12/29/2023	FLSA	$181.19	$181.19
				$181.19	$181.19
13. Spoth, Gary	[redacted]	5/5/2023 to 6/30/2023	FLSA	$86.02	$86.02
				$86.02	$86.02
14. White, Nicholas	[redacted]	5/17/2024 to 8/8/2025	FLSA	$613.03	$613.03
				$613.03	$613.03

I agree to pay the listed employees the amount due shown above by

Signed: _____

Date: _____

Employer Name and Address:
Town of Amherst Police Department
Town of Amherst
500 John James Audubon Pkwy
BUFFALO NY 14228

Subtotal:	$2,995.02	$2,995.02
Total:	$5,078.40	$5,078.40

Form WH-56

Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address:	Buffalo NY Area Office 130 South Elmwood Avenue Room 536 Buffalo, NY 14202- 716-842-3240	**Investigator:** Amber O'Dierno	**Date:** 9/11/2025
		Employer Fed Tax ID Number: [redacted]	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
15. Yard, Corrine	[redacted]	5/5/2023 to 12/15/2023	FLSA	$131.33	$131.33
				$131.33	$131.33

I agree to pay the listed employees the amount due shown above by

Signed: _____

Date: _____

Employer Name and Address:
Town of Amherst Police Department
Town of Amherst
500 John James Audubon Pkwy
BUFFALO NY 14228

Subtotal:	$131.33	$131.33
Total:	$5,078.40	$5,078.40

Form WH-56

Attachment: WH-56-Town of Amherst - Redacted_Redacted ZTG1 (RES-2025-847 : Back Wages Agreement – US Department of Labor)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30968 **RESOLUTION 2025-848** **ADOPTED**

Playground Equipment CRS #5839

SUSPENSION AGENDA ITEM: September 30, 2025

TO: Town Board

FROM: Shawn Lavin, Deputy Supervisor

DATE: September 30, 2025

RE: **Playground Equipment CRS #5839**

WHEREAS, the Youth & Recreation Department is requesting the Supervisor to sign a contract (CRS #5839) between The Town of Amherst (Youth & Recreation Department) and Denzak Recreational Design & Supply Inc. for the provision of Miracle Recreation Equipment for the following town playgrounds: Eggertsville Community Park, Dellwood Park, Creekwood Park and Kingsgate Park. These playgrounds were originally constructed with Miracle Equipment and there are no universal parts available, so Miracle is sole source. Denzak Recreational Design is the authorized Northeast representative for Miracle.

WHEREAS, this matter is timely as there are necessary safety repairs to be made.

NOW, THEREFORE BE IT RESOLVED, that approval is pending successful completion of the Contract Routing System, CRS #5839 and the Town Attorney approval.

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

FINANCIAL IMPACT:

$15,117.47 A7110 4290

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30969 **RESOLUTION 2025-849** **ADOPTED**

716 Sports Complex, LLC

Suspension to Town Board Agenda of September 30, 2025

TO: The Honorable Town Board

FROM: Brian J. Kulpa, Town Supervisor

DATE: September 30, 2025

RE: 716 Sports Complex, LLC

Please authorize the Supervisor to sign an authorization letter for the purpose of allowing 716 Sports Complex, LLC and/or its consultants to file land use applications for the purpose of a proposed project to be developed on land owned by the Town of Amherst consisting of a portion of 330 Maple Road (SBL 55.03-1-10).

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

FINANCIAL IMPACT:

n/a

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