Amherst Town Board

Budget Meeting of the Town Board

Minutes

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

Francina J. Spoth
Town Clerk

Tuesday, October 14, 2025 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Jason Beckman

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on October 14, 2025 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Shawn Lavin	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Steven B. Bengart	Town of Amherst	Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Jennifer M. Adams	Town of Amherst	Interim Comptroller	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Present	

V. MINUTES APPROVAL

1. Thursday, September 25, 2025

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

2. Tuesday, September 30, 2025

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Recognized Embered Production Company

Recognized the 25th Anniversary of the Amherst Center for Senior Services at JJ Audubon

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2025-850

Capital Improvement Program (CIP) 2026-2031

The 2026-2031 CIP is available for viewing at the Planning Department, the Town Clerk's Office, and on the Town of Amherst Website (as part of the Town's Overall Budget). The 2026-2031 CIP can be found on the following link:

https://www.amherst.ny.us/pdf/comptroller/2026_supervisors/251001_proposed_2026_2031_cip.pdf

10/14/2025
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 7:05 PM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Andrea Morgante, Getzville
Grace Conner, Amherst
Geri DiCosmo, 378 Meyer Rd
Bill Blake, 147 Fairlawn Rd
Matt Plunkett, 299 Northill Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was adjourned at 7:46 PM.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 10/24/2025 10:00 AM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

2. Resolution 2025-851

Town of Amherst 2026 Budget

Presentation of the Supervisor's tentative budget without Town Board modifications for the fiscal year beginning January 1, 2026. The 2026 Budget is available for viewing at the Williamsville, Clearfield, Audubon, and Eggertsville-Snyder Libraries, the Comptroller's and Town Clerk's Offices, and on the Town of Amherst Website at the following link:

https://www.amherst.ny.us/pdf/comptroller/2026_supervisors/251003_2026_supervisor_operating_budget.pdf

10/14/2025
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 7:05 PM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Andrea Morgante, Getzville
Grace Conner, Amherst
Geri DiCosmo, 378 Meyer Rd
Bill Blake, 147 Fairlawn Rd
Matt Plunkett, 299 Northill Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was adjourned at 7:46 PM.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 10/24/2025 10:00 AM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2025-702

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

DRAFT RESOLUTION
October 14, 2025

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

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

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

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

8/18/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:06 PM.

Attorney Jeffery Palumbo presented.

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

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

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

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

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

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 10/27/2025 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, 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. <u>Speakers will be limited to 3 minutes.</u>

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 7:47 PM.

The following speakers addressed the Town Board:
Joe Voytovich, 35 Bucyrus Dr – Royal park grant
John Szalasny, 344 Teakwood Ter – Recycling & Waste Committee events
Matt Plunkett, 299 Northill Dr – 200th Anniversary of the Erie Canal

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 7:59 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR LAVIN:

1. Resolution 2025-852

OSCR Camera for Amherst Fire Safety Division

WHEREAS, the Amherst Fire Safety Division responds to various types of Emergency related incidents and provides a high level of safety and professionalism in performing duties as Fire Inspectors; and

WHEREAS, the Amherst Town Fire Safety Division has the need to purchase a specialized camera capable of taking 360-degree photographs that can be used for documentation of fire and emergency incident scenes;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the purchase of replacement cameras and portable radio batteries from Avoidable Alarm Fund T-2999.4002.

10/14/2025
Supervisor Kulpa made a motion to approve, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2025-853

Subdivision Participation Form - Opioid Settlement - Sandoz

AGENDA ITEM : OCTOBER 14th, 2025

TO: **Town Board**

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

DATE: **October 8, 2025**

RE: **Subdivision Participation Form - Sandoz (Opioid Litigation)**

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

WHEREAS, the deadline to submit the attached Participation Form was on October 7th, 2025; and

WHEREAS, a Town Board meeting was already held on September 30, 2025 and thus, there was no Town Board meeting prior to the Court-ordered submission deadline of October 7th;

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to sign the attached Subdivision Participation Form as part of the Sandoz opioid settlement *nunc pro tunc*.

SBB:nmb:hs
Attachment
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 14, 2025**)

10/14/2025
Consent

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

2. Resolution 2025-854

Subdivision Participation Form - Opioid Settlement - Secondary Manufacturers

AGENDA ITEM : OCTOBER 14th, 2025

TO: **Town Board**

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

DATE: **October 8, 2025**

RE: **Subdivision Participation Form - Secondary Manufacturers (Opioid Litigation)**

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

WHEREAS, the deadline to submit the attached Participation Form was on October 7th, 2025; and

WHEREAS, a Town Board meeting was already held on September 30, 2025 and thus, there was no Town Board meeting prior to the Court-ordered submission deadline of October 7th;

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to sign the attached Subdivision Participation Form as part of the secondary manufacturers' opioid settlement *nunc pro tunc*.

SBB:nmb:hs
Attachment
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 14, 2025**)

10/14/2025
Consent

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

3. Resolution 2025-855

Authorization to Pay Invoices - Article 7 Article Fee Dispute - Gerber Ciano

AGENDA ITEM : OCTOBER 14th, 2025

TO: **Town Board**

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

DATE: **October 8, 2025**

RE: **Invoices For Payment ($1,997.50)**
Article 7 Fee Dispute - Gerber Ciano

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

RESOLVED, the Town Board authorizes payment in the amount of $1,997.50 for work performed in the above matter.

SAA:nmb:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 14, 2025**)
Jennifer Adams, CPA, Interim Town Comptroller

10/14/2025
Consent

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

4. Resolution 2025-856

NED – New Energy Solar 8, LLC (1050 New Road) - Host Community Benefit

AGENDA ITEM : OCTOBER 14th, 2025

TO: **Town Board**

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

DATE: October 9, 2025

RE: NED – New Energy Solar 8, LLC (1050 New Road)

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

RESOLVED, that the Town Board accept the host community benefit in the amount of $40,000.00; and

BE IT FURTHER RESOLVED that amount be deposited into a Trust and Agency Account.

SBB:NMB:hs
c: Timothy Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item – October 14, 2025**)
Jennifer Adams, CPA, Interim Town Comptroller

10/14/2025
Consent

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

B. TOWN CLERK:

1. Resolution 2025-857

New Firefighters for Getzville Fire Company

New firefighters for the Getzville Fire Company live in the Town of Amherst and reside within the Getzville fire district.

Colin Schubert
1185 Sweet Home Road
Amherst, NY 14226

Veronica Dorosh
50 Hadley Road
Amherst, NY 14228

10/14/2025
Consent

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

2. Resolution 2025-858

New Firefighter for Main-Transit Fire Department

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

John Roach
118 Hollybrook Dr
Williamsville, NY 14221

10/14/2025
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2025-859

Change Order - 30 S Cayuga Roof Access Ladder CRS #5850

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **decreases** the overall contract by $44.00.

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

The overall project cost shall **decrease** funds used from account KP 2302.4972.

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

Thank you for considering this request.

10/14/2025
Consent

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

2. Resolution 2025-860

Amherst Highway Dept - Gutter Replacement CRS #5856

WHEREAS, the Facilities/Building Maintenance Department received bids on September 25, 2025 for Capital Improvements at the Amherst Highway Department; 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 Facilities/Building Maintenance Department to award this contract to Arrow Sheet Metal Works, Inc. in the amount of $85,900.00; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Arrow Sheet Metal Works, Inc.; and

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

10/14/2025
Consent

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

3. Resolution 2025-861

Town Wide Hood Inspections - Contract Extension CRS #5806

WHEREAS, the Town of Amherst entered an agreement with Davis Ulmer Sprinkler Company DBA All State Fire & Security on September 18, 2023 for Town Wide Kitchen Hood Inspections per Resolution 2023-784; and

WHEREAS, the current contract expired on September 17, 2025; and currently has a short-term extension through October 17, 2025.

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to extend the contract of Davis-Ulmer Sprinkler Company DBA All State Fire & Security through September 17, 2027, under the same pricing structure, and terms and conditions of the original agreement.

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract extension with Davis-Ulmer Sprinkler Company DBA All State Fire & Security; and

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

10/14/2025
Consent

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

4. Resolution 2025-862

Purchase of New Convection Steamer CRS #5847

WHEREAS, the Facilities/Building Maintenance Department received a quote from B&G Foodservice & Supplies on September 10, 2025 for a new Convection Steamer at the Amherst Senior Center; and

WHEREAS, B&G Foodservice & Supplies responded with a quote for a new convection steamer as per the attached & in accordance with OGS Contract PC68656;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to approve this expenditure with B&G Foodservice & Supplies in the amount of $30,837.03; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign approve this expenditure with B&G Foodservice & Supplies and

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

10/14/2025
Consent

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

5. Resolution 2025-863

Purchase of New Floor Scrubber

WHEREAS, the Facilities/Building Maintenance Department received a quote from Hillyard, Inc. on October 8, 2025 for a new Walk Behind Floor Scrubber at the Amherst Senior Center; and

WHEREAS, Hillyard, Inc. provided a quote for a Walk Behind Floor Scrubber as per the attached & in accordance with OGS Contract PC70042;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to approve this expenditure with Hillyard, Inc. in the amount of $12,197.80; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to approve this expenditure with Hillyard, Inc.

10/14/2025
Consent

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2025-864

Budget Transfers and Amendments

For October 14, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 10/08/2025
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:***
KP2302.4972 30 S Cayuga-Construction $9,743.47	KP2302.2100 Furniture $9,743.47
Requested per department.	
N2244.4000 CHEEK HOME Rehab- Contractual $139,872.51	N2246.4000 Contractual $139,872.51
Requested per department.	
G9916.4090 Plant 16- Professional Svcs $13.10	G9916.9000 Transfers out $13.10
To cover KP2346 shortage.	
A1620.2150 Facilities- Bldg Improvements $5,269.21	A1620.9000 Transfers out $5,269.21
Requested per department.	
A3310.4430 Traffic- Rng, Photo, Sewer $6,095.00	A3310.2550 Traffic- Other Spec $14,272.16
A5010.4040 Hwy Office- Travel $2,900.00	A3310.2130 Traffic- Computer Equip $7,748.98
A5010.4025 Hwy Office- Print/Adv/Lease $3,000.00	
A5132.4220 Hwy Garage- Bldgs & Grounds $5,277.16	
A5132.4410 Hwy Garage- Public Safety & Med Supply $2,416.50	
A5132.4220 Hwy Garage- Bldgs & Grounds $2,332.48	
Requested per department.	

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
N1042.05002 Em'ee HI Contribution $2,187.02	N1042.8050 Retirement $2,187.02
To recognize 3rd quarter employee health insurance contribution.	
N2455.02785 HOME Rental- PI $6,296.56	N2455.4000 Contractual $6,296.56
N2454.02785 HOME Admin- PI $699.62	N2454.4003 10% Admin $699.62
To recognize Community Development program income from 35 Albion, Amherst.	
N2444.02785 CHEEK HOME- PI $18,646.20	N2444.4000 Contractual $18,646.20
N2449.02785 HOME Admin- PI $2,071.80	N2449.4003 10% Admin $2,071.80
To recognize Community Development program income from 241 Shaley, Cheektowaga.	
A3120.02617 Police Office- Auctions $12,035.00	A3120.2150 Bldg Improv & Equip $12,035.00
A3120.02680 Police Office- Insurance Reimb $40,467.52	A3120.4230 Passenger Vehicles $40,467.52
A3122.02410 Bailey Ave- Rentals $11,500.00	A3122.4220 Bldgs & Grounds $11,500.00
To recognize revenue received by the Police Department for 3rd quarter.	
N2540.02785 AMH HOME- PI $170.00	N2540.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.	
KP2346.05031 WPCF Cryogenic 02 Plant- Transfer In $13.10	KP236.4971 Design Exp $13.10
To account for additional funds transferred in from the Plant 16 for design costs.	
KP2222.05031 GPS & Drone- Transfer In $5,269.21	KP2222.2550 Other Spec Equip $5,269.21
To account for additional funds transferred in from the Facilities department for purchase of a drone.	

10/14/2025
Consent

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

2. Resolution 2025-865

2026 Special Districts Budget Amendment

For October 14, 2025 Town Board Agenda

To: Town Board

From: Office of Town Comptroller

Date: 10/08/2025

Re: Various Department Budget Transfers / Amendments

The following 2026 Budget Amendments are proposed for the 2026 Special Districts Budgets. This is a net decrease of $801,793.40, please see the attachment for details.

10/14/2025
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2025-866

Extension of Town Wide Shrub Planting Bid #2023039 - CRS #5840

WHEREAS, Natural Restorations by Linda J. & Co., Inc. agreed to extend the Town Wide Shrub Planting contract for an additional two-year term (Original CRS #4336);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the Town Wide Shrub Planting contract with Natural Restorations by Linda J. & Co., Inc. through October 15, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Natural Restorations by Linda J. & Co., Inc.

10/14/2025
Consent

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

2. Resolution 2025-867

Extension of RFQ #202304 Golf Course Architect - CRS #5848

WHEREAS, Richard Mandell Golf Architecture has agreed to extend the Golf Course Architect contract (Original CRS #4408) for an additional two years;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the Golf Course Architect contract with Richard Mandell Golf Architecture through November 12, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Richard Mandell Golf Architecture.

10/14/2025
Consent

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

3. Resolution 2025-868

Award OGS Mini Bid #2025033 Drone for Water Pollution Control Facility - CRS #5852

WHEREAS, the Contract Compliance and Administration Department issued Mini-Bid #2025033 through NYS OGS for the purchase of one (1) Drone for Water Pollution Control Facility; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award Item #1, 4, 7 & 8 of this bid to Grace 3 Technologies; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Grace 3 Technologies; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we are near the 45-day limit to award the contract.

10/14/2025
Consent

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

4. Resolution 2025-869

Award RFP #202504 2027 Real Property Reassessment Project - CRS #5854

WHEREAS, the Contract Compliance and Administration Department received proposals on August 14, 2025 for RFP #202504 2027 Real Property Reassessment Project; and

WHEREAS, the RFP process resulted in responses from three (3) vendors, as per the attached scoring sheet;

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to GAR Associates, LLC; and

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

10/14/2025
Consent

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

5. Resolution 2025-870

Award Bid #2025029 LED Lighting at Amherst Center for Senior Services - CRS #5860

WHEREAS, the Contract Compliance and Administration Department received bids on August 28, 2025 for Bid #2025029 LED Lighting at Amherst Center for Senior Services; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Global LED Solutions; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we are near the 45-day limit to award the contract.

10/14/2025
Consent

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

6. Resolution 2025-871

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

WHEREAS, the Contract Compliance and Administration Department awarded Bid #2025036 for one (1) PowrLiner 6955 Line Striper with LazyLiner Elite on September 30, 2025 (RES-2025-824) to The Sherwin Williams Company (Original CRS #5820); and

WHEREAS, the Youth & Recreation Department would like to purchase an additional Line Striper due to the availability of funds under their 2025 Y&R Equipment bond;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the purchase of an additional Line Striper, which increases the total amount of the purchase from $23,086.00 to $46,172.00.

10/14/2025
Consent

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

7. Resolution 2025-872

Amendment to Bid #2025018 Police Vehicles - CRS #5551

WHEREAS, the Contract Compliance and Administration Department awarded Bid #2025018 for Police Vehicles on May 27, 2025 (RES-2025-511) to Delacy Ford (Original CRS #5551); and

WHEREAS, the bid tab has been amended to remove car 123 from the trade-in list as it will be used by the Emergency Services & Safety Department;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the award for Bid #2025018 for Police Vehicles to reflect the Net Bid Amount changing to $551,688.00.

10/14/2025
Consent

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

8. Resolution 2025-873

Award Bid #2025032 for Water Pollution Control Facility Transformer Testing Services - CRS #5864

WHEREAS, the Contract Compliance and Administration Department received bids on September 4, 2025 for Bid #2025032 for Water Pollution Control Facility Transformer Testing Services; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with LND Technical Services; and

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

10/14/2025
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

L. FINANCE:

M. HIGHWAY

N. HUMAN RESOURCES:

1. Resolution 2025-874

Recreation Attendant - PT/Youth & Recreation (2 Positions)

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department (2 positions). Effective October 15, 2025, Temporary, $15.50 ph, Step 1 for Sarah Crowley and Quinn Kennedy.

10/14/2025
Consent

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

2. Resolution 2025-875

Recreation Attendant - PT/Senior Services

Please appoint a Recreation Attendant - PT to the Senior Services Department. Effective October 15, 2025, Temporary, $16.00 ph, Step 1 for David Hoover.

10/14/2025
Consent

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

3. Resolution 2025-876

Extension of Pre-Employment Physicals and Related Medical Services CRS #5842

Please authorize the Supervisor to sign an Extension to the original Agreement (RES-2023-973) with HealthWorks-WNY for Pre-Employment Physicals and Related Medical Services through December 31, 2027.

10/14/2025
Consent

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

4. Resolution 2025-877

Project Manager/Facilities Department

Please appoint a Project Manager to the Facilities Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 15, 2025 at an annual salary of $84,875, Grade 18, Step G for Sean Pellow.

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

10/14/2025
Consent

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

5. Resolution 2025-878

Construction Project Manager/Facilities Department

Please appoint a Construction Project Manager to the Facilities Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 15, 2025 at an annual salary of $110,395.83, Grade 2, Step M of the Exempt Non-Department Head Salary Schedule for Daniel Reilly.

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

10/14/2025
Consent

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

6. Resolution 2025-879

Project Manager - PT/Engineering/Plant #16

Please appoint a Project Manager - PT to the Engineering Department/Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 15, 2025 at an hourly rate of $36.997 for Richard Rink.

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

10/14/2025
Consent

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

7. Resolution 2025-880

Public Safety Dispatcher/Central Fire Alarm

Please appoint a Public Safety Dispatcher to Central Fire Alarm. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 15, 2025 at an hourly rate of $23.106, Step 1 for Timothy Fremming.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

10/14/2025
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2025-881

To Authorize the Supervisor to Execute an Agreement for the Provision of Weatherization Services CRS #5849

WHEREAS, the Town, as a recipient of Community Development Block Grant (CDBG) funds agrees to affirmatively promote affordable housing, and

WHEREAS, the Town has budgeted FY 2025 CDBG funds for the provision of weatherization services, and

WHEREAS, Supportive Services Corporation is the sole recipient of weatherization funds from U.S. Department of Energy for use in Erie County outside the City of Buffalo, and

WHEREAS, the Planning Department recommends that the Town renew its contract with Supportive Services Corporation based on that agency's excellent provision of services, and

WHEREAS, Supportive Services Corporation has submitted a satisfactory project budget and scope of services which provides for a maximum fee of $12,000.00, now therefore be it

RESOLVED, that the Town Board authorizes the Supervisor, subject to the completion of the routine contract routing process, to execute an agreement with Supportive Services Corporation for the provision of weatherization services for the period April 1, 2025 through March 31, 2026.

10/14/2025
Consent

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

2. Resolution 2025-882

To Authorize the Supervisor to Sign an Agreement with Belmont Housing Resources for WNY, Inc. for Housing Counseling Services CRS #5858

WHEREAS, the Town has budgeted Community Development Block Grant funds for housing counseling services; and

WHEREAS, Belmont Housing Resources for WNY, Inc. has proven to be an excellent provider of comprehensive housing counseling services; including pre-purchase workshops and counseling, post-purchase workshops and counseling, mortgage default counseling, and rental assistance counseling; and

WHEREAS, Community Development staff recommends that the Town contract with Belmont Housing Resources for WNY, Inc. for the provision of said housing counseling services for the period of April 1, 2025 through March 31, 2026; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into a contract with Belmont Housing Resources for WNY, Inc. attached hereto, and for an amount not to exceed $16,500.00 for the period of April 1, 2025 through March 31, 2026.

10/14/2025
Consent

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

Q. POLICE:

1. Resolution 2025-883

Directive to Pay Outstanding Invoices SHI International Corp.

TOWN BOARD AGENDA: OCTOBER 14, 2025

TO: **Town Board**

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

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

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

WHEREAS, the Town of Amherst Police Department used grant funding to purchase public safety dispatch equipment and computer equipment from SHI International Corp., utilizing the NYS OGS pricing August 5, 2025; and

WHEREAS, SHI International Corp. has fulfilled these orders in a timely manner; and

WHEREAS, the Contract Compliance Department has determined that some of the items purchased were not single award items through NYS OGS and therefore the invoices have not been paid; and

THEREFORE BE IT RESOLVED, that the Town Board direct the Police Department and the Comptroller's Office to pay these outstanding invoices from SHI International Corp.

SPC:msl
C: Tim Koller, Deputy Town Clerk (**Agenda Item: October 14, 2025**)

10/14/2025
Consent

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

2. Resolution 2025-884

Erie County Society for the Prevention of Cruelty to Animals D/B/A SPCA Erie County (CRS #5841) Agreement to Adopt Unclaimed Seized Dogs

TOWN BOARD AGENDA ITEM: OCTOBER 14, 2025

TO: **Town Board**

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

RE: **Erie County Society for the Prevention of Cruelty to Animals d/b/a SPCA Erie County (CRS #5841) Agreement to Adopt Unclaimed Seized Dogs**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and the Erie County Society for the Prevention of Cruelty to Animals d/b/a SPCA Erie with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: October 14, 2025)**

10/14/2025
Consent

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

R. SENIOR SERVICES:

S. SEWER/PLANT 16:

1. Resolution 2025-885

Piggyback Agreement Erie County Bid 230218-004 Electric and Pump Motor Repair Volland Electric CRS - 5846

The Engineering Department, WPCF Division is requesting that the Town Board authorize the Supervisor to sign an agreement with Volland Electric allowing the Town of Amherst to piggyback on Erie County Bid 230218-004 Electric and Pump Motor Repair. This contract would be from date of Town Board approval through August 31, 2026.

Funds will be available in G9916-4922 / G9916-4960.

Thank you for considering this request.

10/14/2025
Consent

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

T. YOUTH AND RECREATION:

1. Resolution 2025-886

Toro Z Master Mower Purchase - CRS #5825

The Youth & Recreation Department is requesting Town Board authorization for the purchase of Toro Z Master Mower from NYS Bid, Group 40625, Award 22792.

Therefore Be It Resolved, that the Town Board authorizes the Supervisor to sign this

contract. This contract is subject to the Contract Routing System (CRS #5825) and the approval of the Town Attorney.

Thank you for your time and consideration!

10/14/2025
Consent

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

2. Resolution 2025-887

Toro Workman Diesel and Accessories Purchase - CRS #5824

The Youth & Recreation Department is requesting Town Board Authorization for the purchase of Toro Workman Diesel and Accessories from NYS Bid, Group 40625, Award 22792.

Therefore Be it resolved, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5824) and the approval of the Town Attorney.

Thank you for your time and consideration!

10/14/2025
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2025-98

Request for Public Hearing - 330 Maple Road

Request from Sean Hopkins, Esq. for a public hearing with respect for the relief of conditions of a rezoning approval for 330 Maple Road.

This hearing has been schedule for November 10th.

10/14/2025
Consent

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

2. Communication 2025-99

Request for Public Hearing - 46-84 South Linden Street

Request from Matthew Dubois, Esq. for a public hearing with respect to removal of conditions from a previous rezoning decision at 46-84 South Linden Street.

This hearing has been scheduled for November 10th.

10/14/2025
Consent

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

3. Communication 2025-100

AGFAB Responses to External Auditor's FY 2024 Management Letter

Jason M. Zaklikowski, Chairperson of Amherst Government Financial Advisory Board (AGFAB), submitted two items in response to the Fiscal Year 2024 Management Letter from Drescher and Malecki (External Auditors).

10/14/2025
Referred to Finance, Comptroller & Economic Development

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

4. Communication 2025-101

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.

10/14/2025
Referred to Planning

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

5. Communication 2025-102

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

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

10/14/2025
Referred to Planning

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

6. Communication 2025-103

2024 Board of Ethics Report

The Board of Ethics submitted the 2024 Board of Ethics Report.

10/14/2025
Referred to Town Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

1. Resolution 2025-888

Public Improvement Permit No. 3159 Storm System – 2425 – 2445 Wehrle Drive 2019.061/SP-2019-19

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. 3159.

Thank you for considering this request.

10/14/2025
Consent

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

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 1 unlisted item. The motion was seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was opened at 8:01 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was closed at 8:01 PM.

1. Resolution 2025-889

Contract Extension for Corfu Machine Company, Inc.

SUSPENSION AGENDA ITEM: October 14, 2025

TO: Town Board

FROM: Shawn Lavin, Deputy Supervisor

DATE: October 14, 2025

RE: **Contract Extension for Corfu Machine Company, Inc.**

Authorize Supervisor to Sign Contract to Extend Piggyback for Corfu Machine Company, Inc. - CRS #5364

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst approves this contract Extension with Corfu Machine Company, Inc., to provide repairs of Hydraulic Cylinders.

The Monroe County and Corfu Machine company is Bid Reference #212-16 for repair of Hydraulic cylinder. Contract term is 4/1/2025 – 3/31/2026.

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 #5364).

10/14/2025
Deputy Supervisor Lavin made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

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

XVIII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. Public Expression was opened at 8:01 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 8:01 PM.

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 5-0. The Town Board meeting of October 14, 2025 was adjourned at 8:01 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30985 **RESOLUTION 2025-850** **ADJOURNED**

Capital Improvement Program (CIP) 2026-2031

The 2026-2031 CIP is available for viewing at the Planning Department, the Town Clerk's Office, and on the Town of Amherst Website (as part of the Town's Overall Budget). The 2026-2031 CIP can be found on the following link:

https://www.amherst.ny.us/pdf/comptroller/2026_supervisors/251001_proposed_2026_2031_cip.pdf

10/14/2025
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 7:05 PM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Andrea Morgante, Getzville
Grace Conner, Amherst
Geri DiCosmo, 378 Meyer Rd
Bill Blake, 147 Fairlawn Rd
Matt Plunkett, 299 Northill Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was adjourned at 7:46 PM.

FINANCIAL IMPACT:

tbd

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 10/24/2025 10:00 AM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30984 **RESOLUTION 2025-851** **ADJOURNED**

Town of Amherst 2026 Budget

Presentation of the Supervisor's tentative budget without Town Board modifications for the fiscal year beginning January 1, 2026. The 2026 Budget is available for viewing at the Williamsville, Clearfield, Audubon, and Eggertsville-Snyder Libraries, the Comptroller's and Town Clerk's Offices, and on the Town of Amherst Website at the following link:

https://www.amherst.ny.us/pdf/comptroller/2026_supervisors/251003_2026_supervisor_operating_budget.pdf

10/14/2025
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 7:05 PM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Andrea Morgante, Getzville
Grace Conner, Amherst
Geri DiCosmo, 378 Meyer Rd
Bill Blake, 147 Fairlawn Rd
Matt Plunkett, 299 Northill Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was adjourned at 7:46 PM.

FINANCIAL IMPACT:

tbd

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 10/24/2025 10:00 AM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 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
October 14, 2025

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

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

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

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

8/18/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:06 PM.

Attorney Jeffery Palumbo presented.

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

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

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

9/30/2025

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

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

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 10/27/2025 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

Town Board Agenda of August 18, 2025

August 8, 2025

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

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

Honorable Members:

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

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

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

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

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

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

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

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

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

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

Honorable Town Board

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

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

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

ADEQUATE SERVICES AND UTILITIES

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

RECOMMENDATION

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

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

Very truly yours,

Daniel C. Howard, AICP
Planning Director

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

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

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

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

PETITIONER

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

PROPERTY LOCATION

2577 Millersport Highway

JUL 3 2025 AM

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

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

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

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

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

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

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

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

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

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

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

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

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

PETITIONER	PROPERTY LOCATION
Bevilacqua Development	2577 Millersport Highway

JUL 3 2025 AM 4

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

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

Michael J. Chmiel, Planning Board Chair

7/2/25
Date

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

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

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

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

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department _____ ACCEPTED BY DATE

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

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

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

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

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

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

Address: 9276 Main Street, Suite 3

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

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

E Mail: jpalumbo@blockandlongo.com

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

From: Neighborhood Business (NB) District

To: General Business (GB) District

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

2577 Millersport Hwy, Amherst, NY 14068

SBL #: 41.15-1-18

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

5. **Owner of Land:**

Name: ANTHONY J SCIOLI III

Address: 115 Golden Pheasant Dr .

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

Phone: (716) 433-4747

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

Name: Jeffery D. Palumbo, Esq.

Address: 9276 Main Street, Suite 3

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

Phone: (716) 317-0629 Fax

E Mail: jpalumbo@blockandlongo.com

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

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

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

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

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

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

11. **Information on proposed project:**

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

B. Rationale for rezoning request:

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

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

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

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

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

12. Quantitative Data:

A. Total # of dwelling units: 0

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

C. Gross Residential Density per acre: N/A

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

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

13. Development Schedule:

Start: Q3 2025

Finish: Q4 2025

Stages (# of): 1

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

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

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

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

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

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

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

Please comprehensive plan consistency statement attached hereto as Exhibit B.

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Petitioner

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

Notary Public, Erie County, New York

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

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

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

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

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

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

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

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

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

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information

Name of Action or Project:
Proposed Drive-Thru

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

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

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

Address:
9332 Transit Road, Suite B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

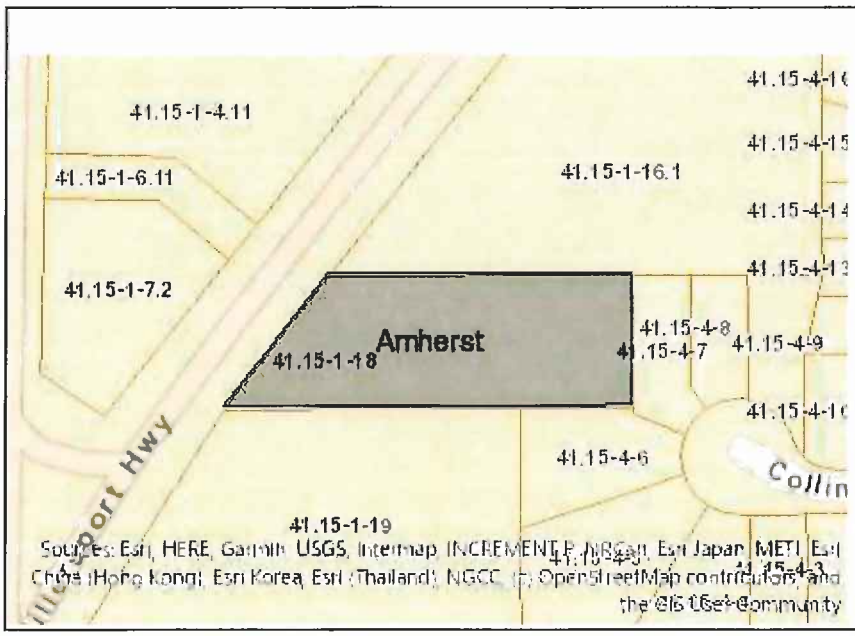
Signature: Title: engineer on behalf of the applicant

PRINT FORM

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

EAF Mapper Summary Report

Wednesday, November 27, 2024 12:13 PM



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



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

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

TOWN OF AMHERST ATTACHMENT
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM

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

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

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

_____ Geotechnical report attached ✔ Not applicable

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

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

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

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

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

Describe_____

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

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

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

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

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

1,375 average flow 6,050 peak flow.

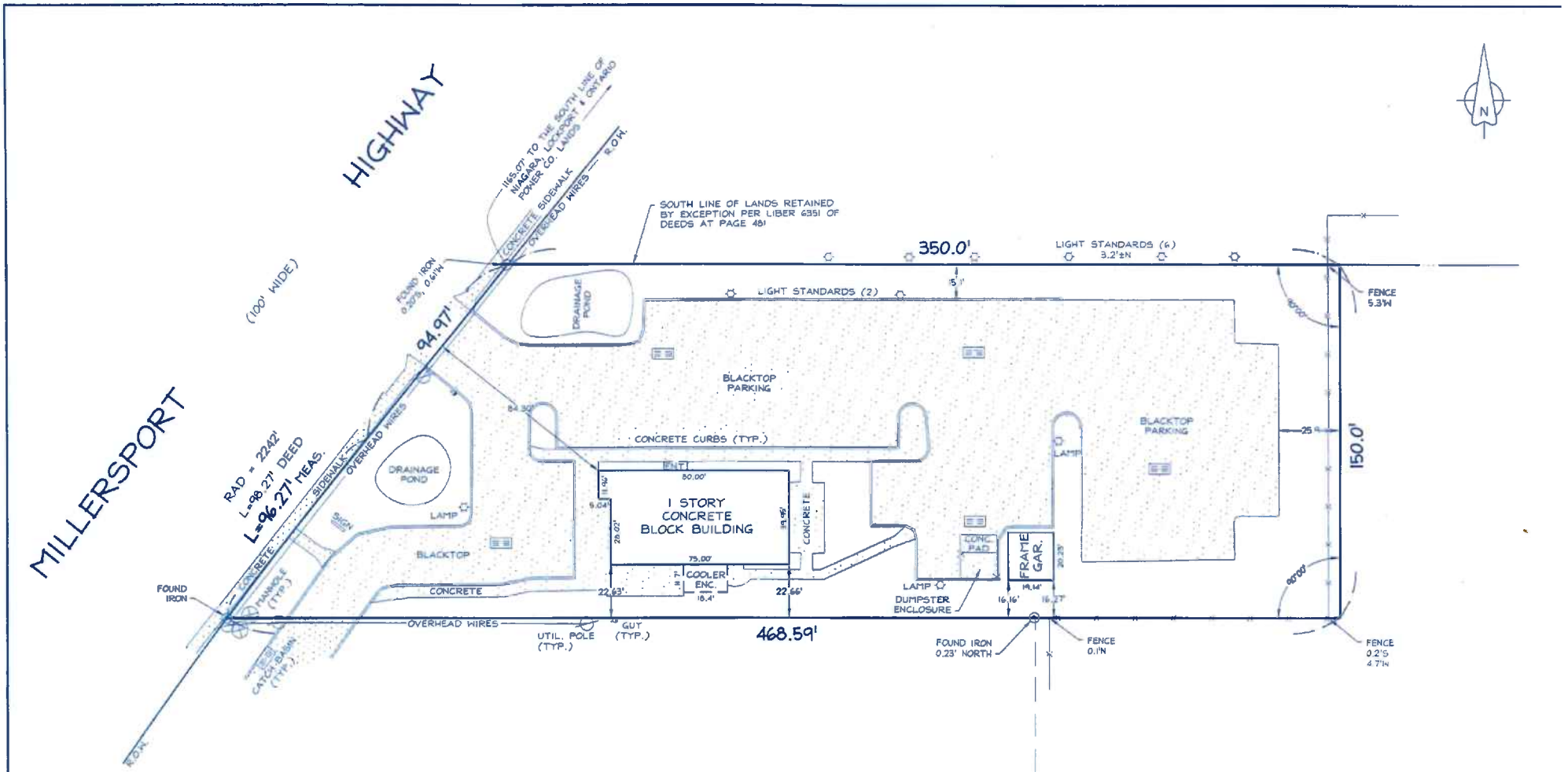
(Please note that average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

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

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

EXHIBIT A

BOUNDARY SURVEY



84 Sweeney Street, Suite C-13 North Tonawanda, NY 14120
Phone: (716) 692-0800 fax: (716) 389-0491 www.nussclarke.com
NUSSBAUMER & CLARKE, INC.
ENGINEERS AND SURVEYORS
EST. 1933
Successors to the records of James L. Shisler, Land Surveyor
Successors to the records of Graf Land Surveyors

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

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

MEMORANDUM

TO: Members of the Amherst Planning Board

FROM: Jeffery D. Palumbo, Esq.

DATE: May 9, 2025

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

I. Consistency with the Comprehensive Plan

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

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

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

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

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

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

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

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

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

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

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

Several of these objectives are advanced by the proposed rezoning:

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

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

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

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

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

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

EXHIBIT 1

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

March 19, 2025

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

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

To Whom it May Concern:

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

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

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

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

Sincerely,

Anthony Scioli III

Anthony Scioli III.

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

EXHIBIT C

DRAFT LOCAL LAW

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

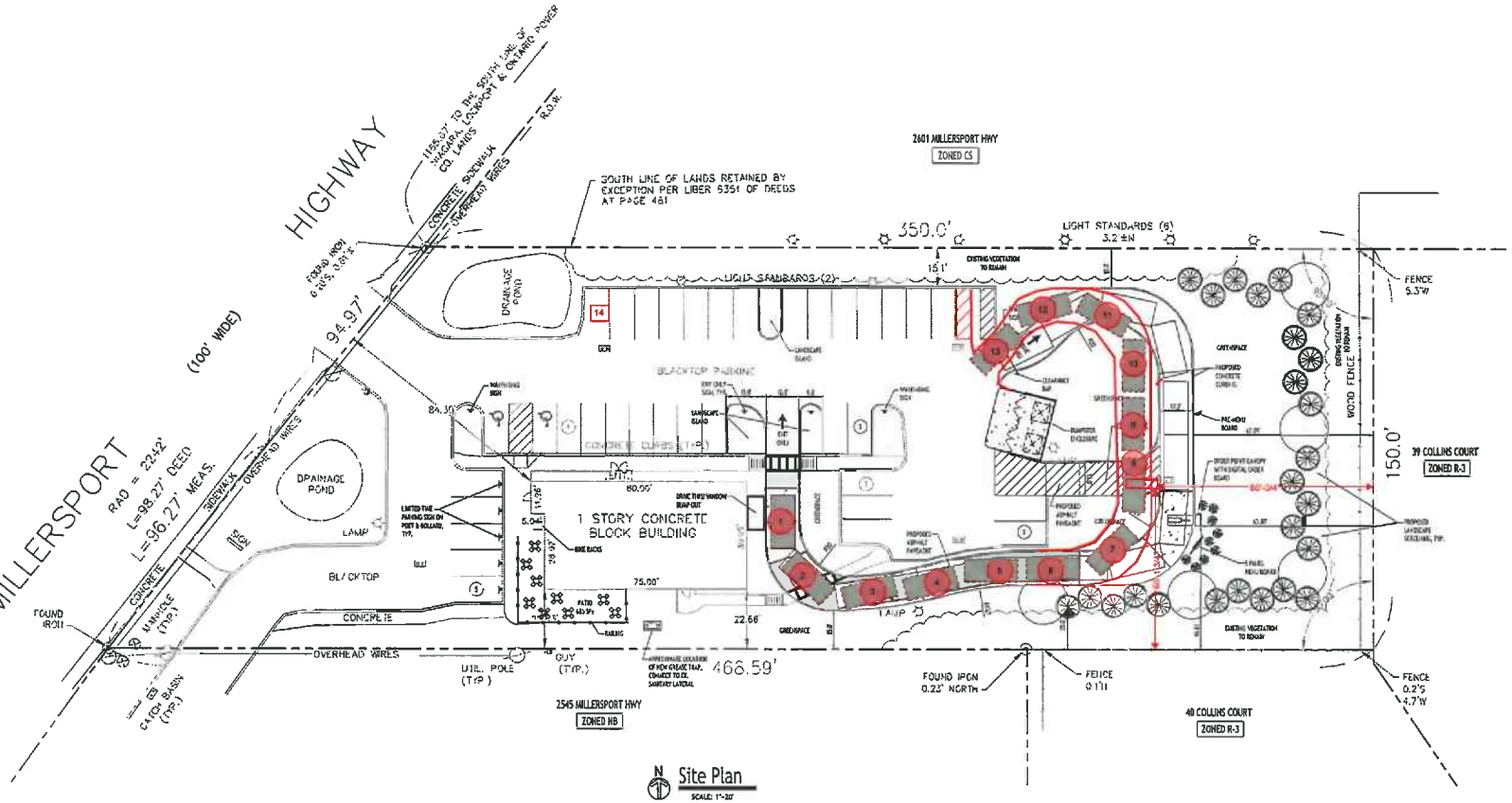
X:\Current_Planning\Files\Rezonings\Fonns\Local Law (Master).doc

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: MX (MCKINLEY WOOD BUSINESS DISTRICT)
USE: PROPOSED DINE-THRU RESTAURANT

SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT	20 FT.	94.30 FT. MIN. (EX.)
FRONT (FROM ℄ OF MILLERSPORT HWY)	145 FT.	134.30 FT. MIN. (EX.)
SIDE (ABUT. RES./ NON-RES.)	15 FT. / 40 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	36
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 SIDEWALK / CONCRETE PAD
NUMBER OF PARKING SPACES
PROPOSED SIGN
PROPOSED ACCESSIBILITY VEHICLE PARKING SIGN
PROPOSED LIGHT POLE

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

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Proposed Drive-Thru
2577 Millersport Hwy
Amherst, NY

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

PRELIMINARY
NOT FOR CONSTRUCTION

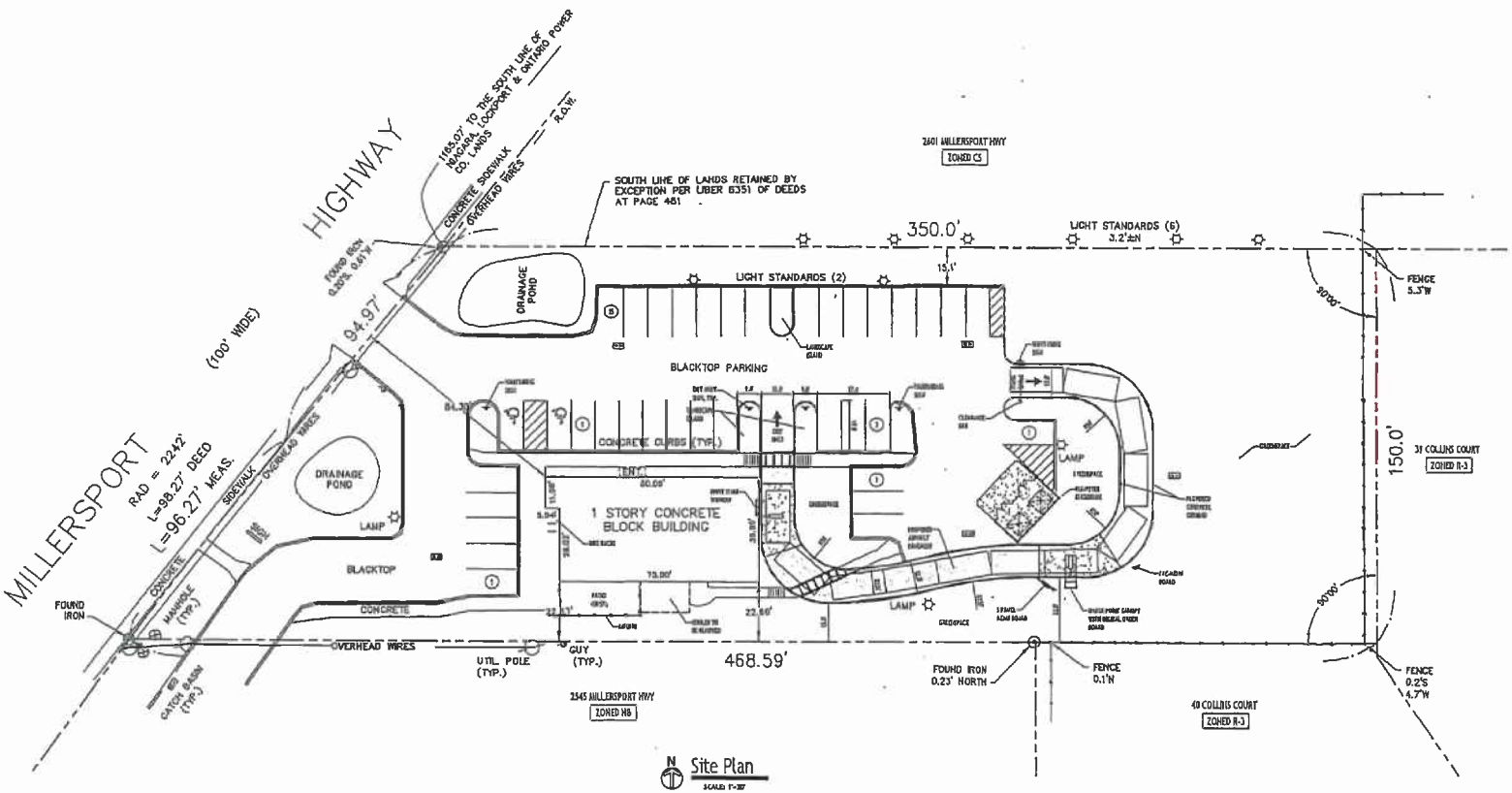
DRAWING NAME:
Site Plan
Concept

Date:
Drawn By: F
Scale:

DRAWING NO.
C-100

Project No: 24-4xxx

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



N Site Plan
SCALED 1"=30'

Site Data

SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT	30 FT.	64.36 FT.±N. (EX.)
FRONT STEPS & OF MILLERSPORT HWY	115 FT.	61.36 FT.±N. (EX.)
SIDE (NORTH, NEAR RESIDENCE)	15 FT. / 30 FT.	22.63 FT.±N. (EX.)
REAR (NORTH, NEAR RESIDENCE)	20 FT. / 40 FT.	+ 20 FT. (EX.)

SETBACKS - PARKING		
FRONT	10 FT.	+ 10 FT.
SIDE (NORTH, NEAR RESIDENCE)	15 FT. / 15 FT.	15.0 FT.±N.
REAR (NORTH, NEAR RESIDENCE)	15 FT. / 15 FT.	+ 15 FT.
MINIMUM BICYCLE SPACES	2	26
PARKING SPACES	14	42

OPEN SPACE		
OUTDOOR PLANTING AREA/RESIDENCE:	7% (4,870 SQ. FT.)	16.1% (10,850 SQ. FT.)
OVERALL:	100%	51.4% (34,770 SQ. FT.)

PARKING CALCULATION (per Section 100-7-3.4.A)

RESTAURANT
1 space per 3 seats = 74 seats / 3 = 25 spaces
1 space per 100 sf customer area = 2,135 sf / 100 = 22 spaces
TOTAL REQUIRED = 25 + 1 = 26 SPACES

ORIGINAL SITE PLAN

CARMINAWOOD DESIGN

Proposed Drive-Thru
2577 Millersport Hwy
Amherst, NY

PRELIM
NOT FOR CONSTRUCTION

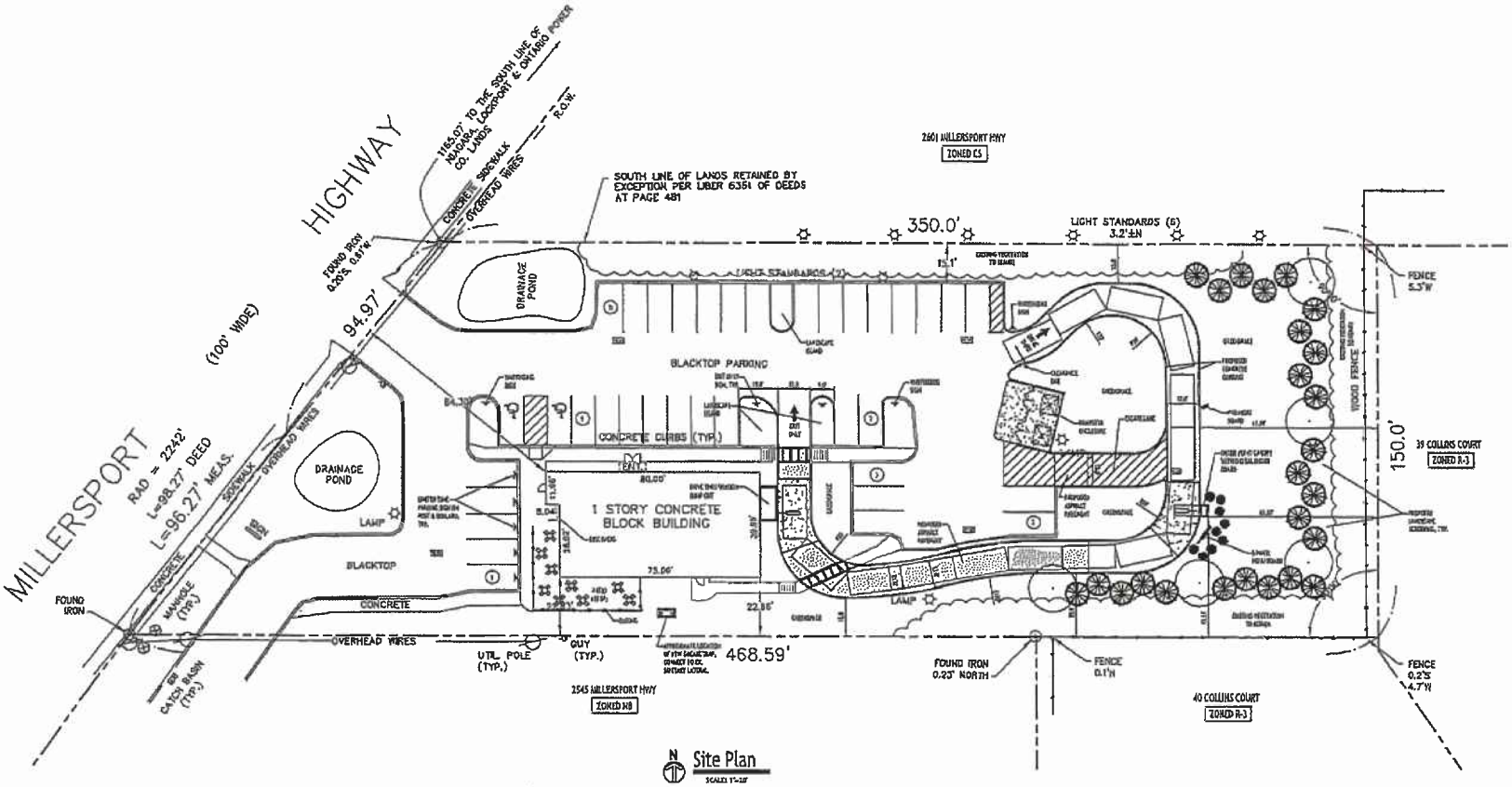
DRAWING NAME:
Site Plan
Concept

DRAWING NO.
C-100

Project No: 24-4xx

© CARMINA WOOD DESIGN

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



Site Plan

SCALE: 1"=40'

REVISED SITE PLAN

Site Data		
LOT AREA = 1.4 AC±		
ZONING: NB (MILLERSPORT HIGHWAY DISTRICT)		
USE: AUTO SERVICE (BODY/PAINT) & RESTAURANT		
BUILDING - REQUIRED:	REQUIRED	PROPOSED
FRONT	30 FT.	84.28 FT. MIN. (E.)
FRONT (FROM C/L OF MILLERSPORT HWY)	101 FT.	121.28 FT. MIN. (E.)
SIDE (MIN. REQ./ MAX REQ.)	15 FT. / 30 FT.	22.65 FT. MIN. (S.)
REAR (MIN. REQ./ MAX REQ.)	30 FT. / 15 FT.	~ 70 FT. (S.)
PARKING - REQUIRED:		
# REQ'D	24 PT.	~ 30 PT.
SIZE (MIN. REQ./ MAX REQ.)	9 FT. / 18 FT.	10.0 FT. MIN.
AISLE (MIN. REQ./ MAX REQ.)	24 FT. / 25 FT.	~ 25 FT.
HANDICAP VEHICLE SPACES	1#	1
CONCRETE CURB REQUIRED	YES	YES
LOCATION OF SPACES FROM R.O.W.	100 FT.	46.49 FT. ~
LANDSCAPING:		
NET BLOCK AREA MINUS BUILDING(S)	13 (0.613 AC)	~ 15%
GREEN AREA	N/A	~ 20%

~ BALANCE = PAVEMENT

PROPERTY BOUNDARY	
PROPOSED CONCRETE CURB	
PROPOSED CATCH BASIN	D
PROPOSED MANHOLE	M
PROPOSED CONCRETE SIDEWALK	
PROPOSED LIGHT STANDARD	

NOTE: EQUIPMENT AND TOPOGRAPHY INFORMATION PROVIDED BY SURVEY. CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

0 5 10 20

CARMINA WOOD DESIGN

Proposed Drive[illegible]

2577 Millersport Hwy

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

PRELIM

DRAWING NAME: Site Plan Concept

Date:
Drawn By:
Scale:

DRAWING NO. C-1

Project No:

© CARMINA WOOD DESIGN

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

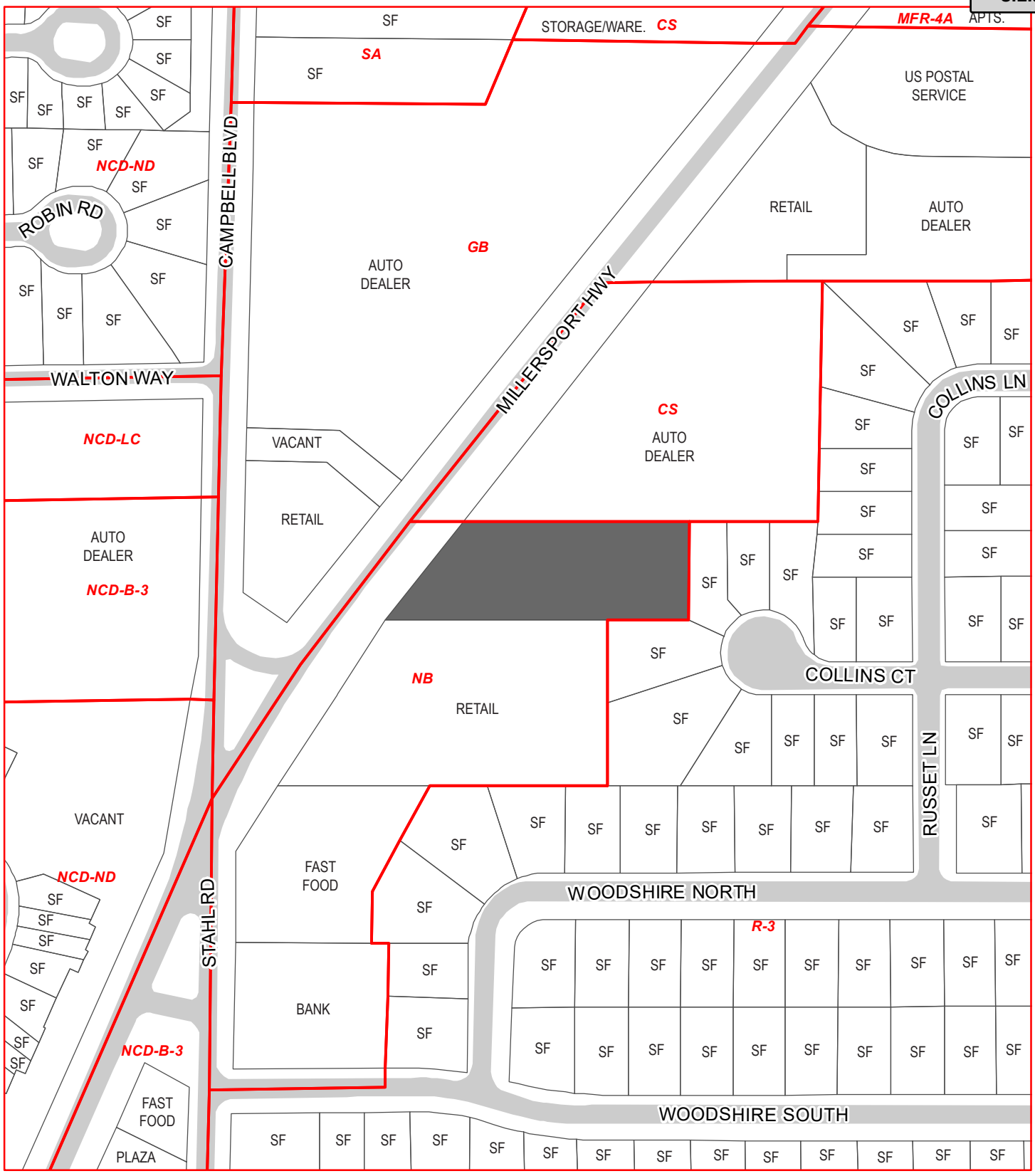
LEGAL DESCRIPTION

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

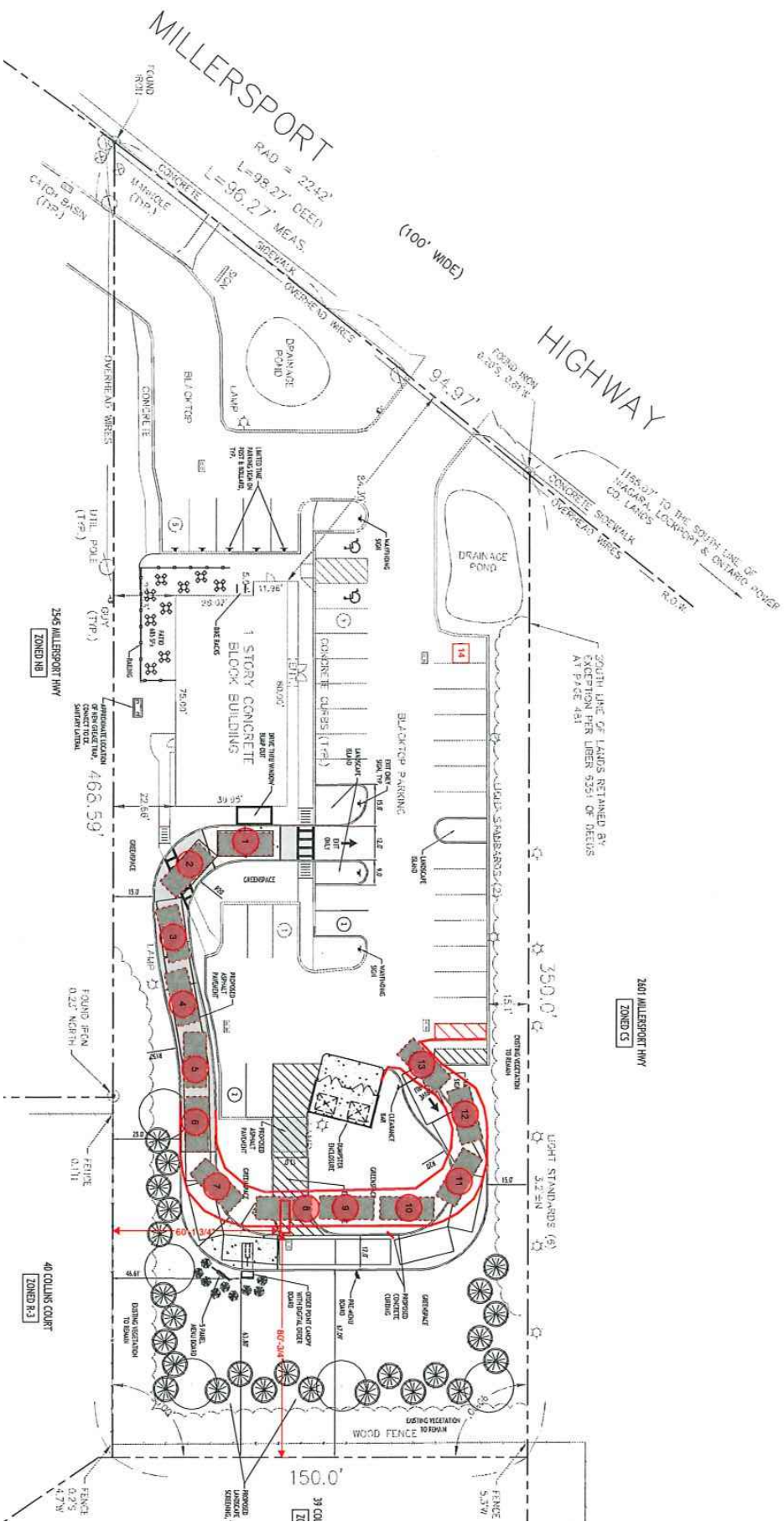
Bevilacqua Development, Petitioner

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
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 20 2025
TOWN ATTORNEY

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

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

REVIEW:

Do you agree with all statements made? No

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

General comments relative to your agency interests: _____

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

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

Print Name: Sebastine Ediata, Esq.

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

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

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

Amherst

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

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

RECEIVED
MAY 28 2025
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
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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? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

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

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

Print Name: Sebastian Oddata, Esq.

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

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

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

Amherst

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

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

MEMORANDUM May 19, 2025

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

RECEIVED
MAY 28 2025
TOWN OF AMHERST
PLANNING DEPT.

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

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

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

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

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

Print Name: Eric Blocher

Signature: Eric Blocher **Date:** 5-22-25

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

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

Amherst

1999.072

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

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

MEMORANDUM May 19, 2025

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

RECEIVED
MAY 23 2025
TOWN OF AMHERST
PLANNING DEPT.

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

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

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

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

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

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

Print Name: Chris Schregel

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

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

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

Amherst

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

RECEIVED
MAY 20 2025
TOWN OF AMHERST
BUILDING DEPT

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

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
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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

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

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

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

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

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

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

Print Name: Doug Gesel

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

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

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

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

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

DO NOT WRITE IN THIS SPACE
Case No.: SP-25-309
Postmark/Delivery Date: 5/20/2025

The proposed action described herein is referred in accordance with the provisions of NYS General Municipal Law §239 l - nn
A Municipal Referral Map is available to help determine whether an applicable action is subject to referral.

Description of Proposed Action

1. Name of Municipality: Town of Amherst

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

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

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

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

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

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

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

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

8. Other remarks:

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

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

Reply to Municipality by Erie County Division of Planning

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

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

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

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

Carrato, Amy

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

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

Bryan,

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

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

Alyssa Schoenfeldt

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

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

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

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

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

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

TOWN OF AMHERST

ASSESSOR'S OFFICE

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

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

MEMORANDUM

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

FROM: Bonnie B. Arnold, Real Property Appraiser

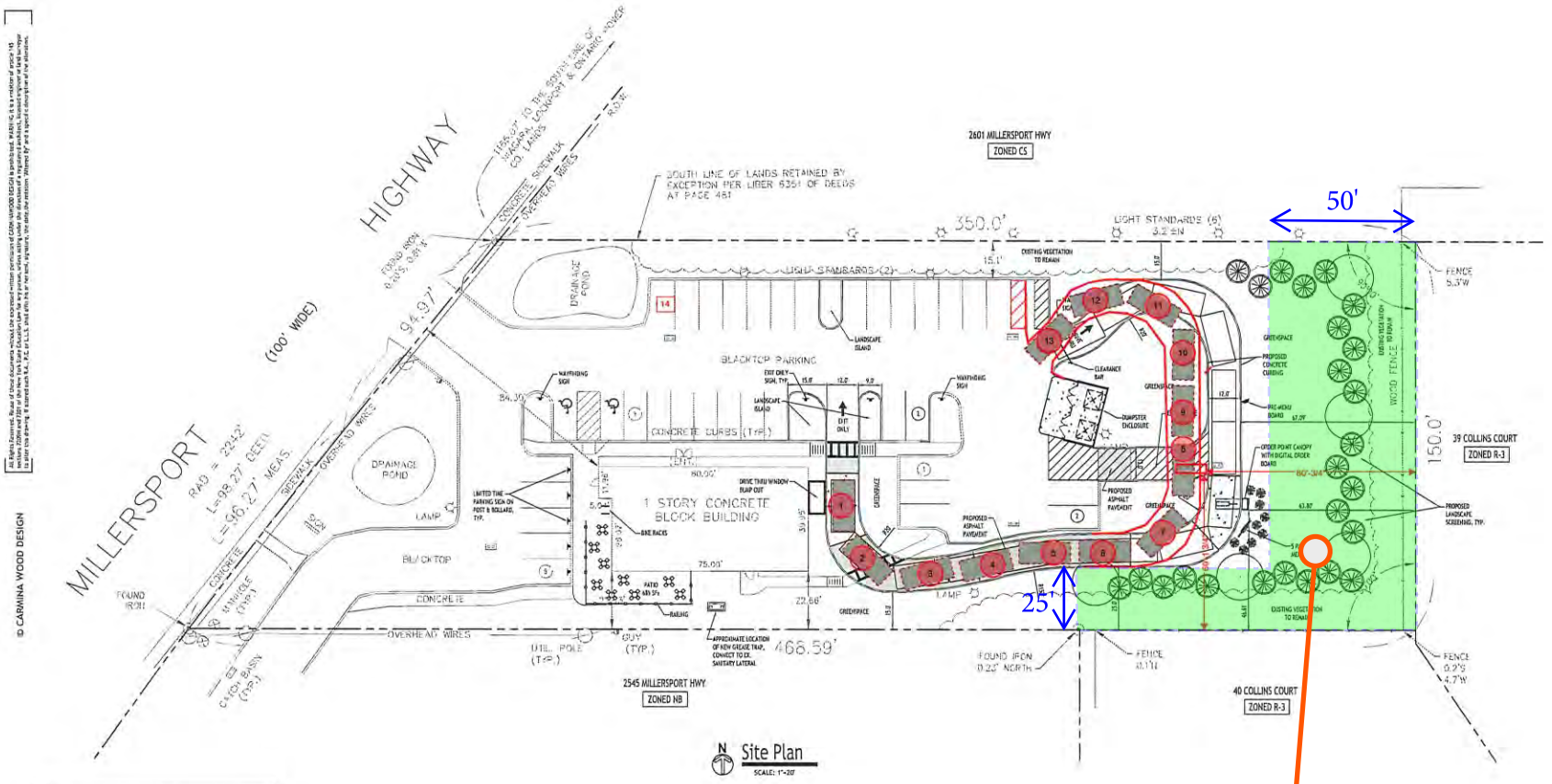
DATE: May 21, 2025

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

Assessor agrees with all statements

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

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



perpetual green space subject to proposed Town deed restriction

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

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Proposed Drive-Thru
2577 Millersport Hwy
Amherst, NY

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING NAME:
Site Plan Concept

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

DRAWING NO.
C-100

Project No: 24-4xxx

© CARMINA WOOD DESIGN

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 30972 **RESOLUTION 2025-852** **ADOPTED**

OSCR Camera for Amherst Fire Safety Division

WHEREAS, the Amherst Fire Safety Division responds to various types of Emergency related incidents and provides a high level of safety and professionalism in performing duties as Fire Inspectors; and

WHEREAS, the Amherst Town Fire Safety Division has the need to purchase a specialized camera capable of taking 360-degree photographs that can be used for documentation of fire and emergency incident scenes;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the purchase of replacement cameras and portable radio batteries from Avoidable Alarm Fund T-2999.4002.

10/14/2025
Supervisor Kulpa made a motion to approve, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

Per GSA contact at a cost not to exceed $15,500.00.

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

L-TRON CORPORATION
7911 Lehigh Crossing, Suite 6, Victor, NY 14564
t. 585-383-0050 f. 585-383-0701

Quotation

Number LTCQ28864-03

Date Sep 19, 2025

To
Town of Amherst David Mastrella dmastrella@amherst.ny.us 5583 Main Street Williamsville, NY 14221 USA Phone: 716-631-7140 x3 Fax:

Inquiry:	Verbal
Sales Rep:	Ben Peay
Ship:	Ground
Delivery:	2-4 weeks ARO
FCA:	Shipping point
Terms:	Net 30

Here is the quote you requested.

Qty	Part #	Description	Unit Price	Ext. Price
		OSCR360 High Resolution Capture Kit (GSA Contract# 47QTCA18D00AY)		
1	OSCR-LAW-STD-DC-HR-3	OSCR360 Solution Standard Law Data Collection Kit with High Resolution Camera. Includes - OSCR360 data collection tablet software license - 8" Android Rugged Tablet - Tablet case - 360 Degree High Resolution Panoramic Camera with Lens Cover - Sensor Tube with GPS, and Compass sensors - Standard Tripod - Triple port USB Fast charger - Charging cables - Soft Equipment Carrying Case	$7,259.00	$7,259.00
1	OSCR-LAW-STD-DC-SMS	OSCR360 Tablet Software Updates, Upgrades, and Maintenance. First Year -- REQUIRED --	$767.00	$767.00
1	INTRO-DC-SMS-SPECIAL	Introductory offer - Valid through 12/31/2025 Discount equal to first year SMS Contract	-$767.00	-$767.00
		Optional Special Use Tripods		
1	OSCR-Indoor-Tripod	OSCR indoor tripod with small footprint	$232.41	$232.41
		OSCR360 Desktop Presentation Package Floating License		
1	OSCR-FLT-PRO-DPS	OSCR360 Solution Professional Desktop Presentation Package. Licensed per User Includes: (1) OSCR360 Desktop Demonstrative Exhibit Development Software Floating concurrent user License	$7,719.00	$7,719.00
1	OSCR-FLT-PRO-DPS-SMS	OSCR360 Desktop Presentation Software Updates, Upgrades, and Maintenance for Floating License, First Year -- REQUIRED --	$1,543.00	$1,543.00
1	INTRO-FLT-SMS-SPECIAL	Introductory offer - Valid through 12/31/2025 Discount equal to first year SMS Contract	-$1,543.00	-$1,543.00
		SUBTOTAL		$15,210.41
		OSCR360 Capture Kit GSA Contract# 47QTCA18D00AY		

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - ALL HARDWARE PROPOSED ABOVE IS COVERED BY THE MANUFACTURERS WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY ON A DEPOT BASIS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. RETURNS WILL NOT BE ACCEPTED WITHOUT AN RMA NUMBER, STANDARD PARTS ARE SUBJECT TO A MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. RMA'S FOR NON DEFECTIVE MATERIALS WILL ONLY BE ISSUED WITHIN 21 DAYS OF SHIPMENT. RETURNS OF CUSTOM CONFIGURATIONS OR PARTS MAYBE SUBJECT TO MANUFACTURERS RESTRICTIONS. QUOTATION DOES NOT INCLUDE SHIPPING, OR ANY SALES TAXES OR DUTIES. CREDIT TERMS ARE SUBJECT TO APPROVAL BY THE FINANCE DEPARTMENT.

Attachment: Amherst-Mastrella-250919 (RES-2025-852 : OSCR Camera for Amherst Fire Safety Division)

Qty	Part #	Description	Unit Price	Ext. Price

Attachment: Amherst-Mastrella-250919 (RES-2025-852 : OSCR Camera for Amherst Fire Safety Division)

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - ALL HARDWARE PROPOSED ABOVE IS COVERED BY THE MANUFACTURERS WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY ON A DEPOT BASIS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. RETURNS WILL NOT BE ACCEPTED WITHOUT AN RMA NUMBER, STANDARD PARTS ARE SUBJECT TO A MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. RMA'S FOR NON DEFECTIVE MATERIALS WILL ONLY BE ISSUED WITHIN 21 DAYS OF SHIPMENT. RETURNS OF CUSTOM CONFIGURATIONS OR PARTS MAYBE SUBJECT TO MANUFACTURERS RESTRICTIONS. QUOTATION DOES NOT INCLUDE SHIPPING, OR ANY SALES TAXES OR DUTIES. CREDIT TERMS ARE SUBJECT TO APPROVAL BY THE FINANCE DEPARTMENT.

7911 Lehigh Crossing.
Suite 6
Victor
New York
14564

(585) 383-0050
fax: (585) 383-0701

http://www.L-Tron.com
info@L-Tron.com

February 7, 2024

To Whom It May Concern,

This letter is to confirm that the OSCR360 system is available exclusively from L-Tron Corporation. No division of L-Tron Corporation, nor any other company, makes a similar or competing product.

Additionally, competition is precluded by the award of a patent owned by L-Tron Corporation.

If you desire additional information, don't hesitate to contact me at (585) 383-0050 at any time or visit our website at www.L-Tron.com/OSCR360. Thank you for your interest in our products.

Sincerely,

Trevor Z. DiMarco
President and CEO

**Please see pages 2-3 for supporting documentation.*

Attachment: Sole Source OSCR_With Specifications_February 2024 (RES-2025-852 : OSCR Camera for Amherst Fire Safety Division)

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The following features have been identified as unique to the OSCR360 solution:

- OSCR captures a spherical photo. Not a panorama, nothing is missing in the photo. Other companies place a graphic over the tripod or at the base of the photo.
- OSCR creates spherical images with immediate stitching. Other solutions require time consuming post-capture stitching.
- OSCR is installed locally on your machine integrating easily and securely with each department's IT infrastructure. Unlike other systems, there is no reliance on the cloud.
- OSCR attaches GPS coordinates and cardinal direction to every 360° spherical photo taken. This sensor tube with GPS, and compass sensors is proprietary, designed & developed in house by our engineers. ***These features are covered by the patent as mentioned in our sole source letter.***
- Ease and speed of use – Each photo takes 4-10 seconds to capture the image, GPS coordinates, and cardinal direction, transmit the data, and stitch the photo automatically. Many other companies take much longer. This data capture process is completely controlled by the OSCR tablet software.
- OSCR captures spherical photos while remaining stationary. There is nothing mechanical or rotating about the capture system. Other systems require constant leveling, movement, and time-consuming rotations to document the area.
- OSCR creates small file sizes for easy distribution & exchange between offices. Other companies' systems create large outputs which not only take a lot of computing power and storage to run, but make it hard to easily transfer files between departments/parties.
- No measurements or need for point cloud lasers.
- All hardware and software are configured by L-Tron.
- OSCR360 proprietary desktop software is designed & developed by L-Tron engineers. Some features listed below allow you to:
    - Quickly and Easily embed any digital media file into the project to use the software as a container for all digital evidentiary files (pdfs, jpgs, audio files, video files, etc.) for later access
    - View Google street and satellite maps with the additional benefit of easily adding in blueprints, sketches, diagrams, etc.
    - Quickly Point out areas of interest within a photo by use of hotspots.
    - Easily navigate through a scene/building via simple navigation arrows.
    - Effortlessly build and present a case to a jury/coworker/specialist/etc. with a true and accurate depiction appealing to the layperson.

- OSCR360 proprietary tablet software is designed and developed by L-Tron engineers. Some unique features are listed here:
    - The OSCR tablet software uses the serial number of the camera, along with commands unique to the camera to specifically initiate the capture of a spherical photo. After the user takes a photo, the photo is then downloaded to the tablet and associated software and deleted from the camera, protecting the chain of custody.
    - Furthermore, the OSCR tablet utilizes a Bluetooth signal in connecting to L-Tron's proprietary sensor tube in order to capture the system's GPS

Attachment: Sole Source OSCR_With Specifications_February 2024 (RES-2025-852 : OSCR Camera for Amherst Fire Safety Division)

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coordinates and cardinal direction. In the tablet software, this information is then tied to the photo captured utilizing the camera.

- Using the tablet software, the user can instantaneously view the photograph that was previously captured.

- So simple to use, no training is required to operate the system and software.
- ***NOTE: The OSCR360 data capture kit is offered as a complete system unable to be separated and broken down into its individual components, with the exception of replacements. The tablet software is not sold independently from the hardware. ***

Attachment: Sole Source OSCR_With Specifications_February 2024 (RES-2025-852 : OSCR Camera for Amherst Fire Safety Division)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31001 **RESOLUTION 2025-853** **ADOPTED**

Subdivision Participation Form - Opioid Settlement - Sandoz

AGENDA ITEM : OCTOBER 14th, 2025

TO: **Town Board**

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

DATE: **October 8, 2025**

RE: **Subdivision Participation Form - Sandoz (Opioid Litigation)**

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

WHEREAS, the deadline to submit the attached Participation Form was on October 7th, 2025; and

WHEREAS, a Town Board meeting was already held on September 30, 2025 and thus, there was no Town Board meeting prior to the Court-ordered submission deadline of October 7th;

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to sign the attached Subdivision Participation Form as part of the Sandoz opioid settlement *nunc pro tunc*.

SBB:nmb:hs
Attachment
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 14, 2025**)

10/14/2025
Consent

FINANCIAL IMPACT:

Amount is TBD. Resolution authorizes Town to be a part of settlement.

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

EXHIBIT C

Subdivision Participation Form

Eligible Subdivision Name:	Town of Amherst
Case No.:	400003/2020
Authorized Signatory Name:	Brian J. Kulpa, Town Supervisor
Authorized Signatory Title:	Town of Amherst
Address 1:	5583 Main Street
Address 2:	
City, State, Zip:	Williamsville, New York 14221
Phone:	716-631-7032
Email:	bkulpa@amherst.ny.us

The Eligible Subdivision identified above ("Subdivision"), in order to obtain and in consideration for the benefits provided to the Subdivision pursuant to the Settlement Agreement dated August 31, 2023 ("Sandoz Settlement"), and acting through the undersigned authorized official, is an "Eligible Entity" as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Subdivision is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Subdivision Participation Form ("Form") have the meanings defined therein, and agrees that by this Form, the Subdivision elects to participate in the Sandoz Settlement and become a Participating Subdivision as provided therein.

2. The Subdivision agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Subdivisions as defined therein.

3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

4. The Subdivision agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.

5. By signing this Participation Form, the Subdivision agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Subdivisions pursuant to the terms of the Sandoz Settlement.

6. The Subdivision agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the

Attachment: Sandoz.SubPartForm-10072025121840 (RES-2025-853 : Subdivision Participation Form - Opioid Settlement - Sandoz)

parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Subdivision has the right to enforce the Sandoz Settlement as provided therein.

8. The Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Sandoz Settlement, each Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivision's decision to enter into the Sandoz Settlement or the Participating Subdivision's decision to participate in the Sandoz Settlement.

11. The Participating Subdivision, or their attorneys, shall provide a properly executed Participation Form to the Participating Subdivision Designees and to Sandoz by electronic mail to ParticipationandDismissals@NationalOpioidOfficialSettlement.com in accordance with the time limitations and terms of the Sandoz Settlement.

12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Subdivision shall file a request to dismiss with prejudice any Released Claims that

Attachment: Sandoz.SubPartForm-10072025121840 (RES-2025-853 : Subdivision Participation Form - Opioid Settlement - Sandoz)

it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Subdivision hereby authorizes the Participating Subdivision Designees to execute and file on behalf of the Subdivision a Stipulation of Dismissal With Prejudice.

13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Subdivision hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Subdivision.

Signature:



Name:
Brian J. Kulpa

Title:
Town Supervisor

Date:
09/30/2025

Attachment: Sandoz.SubPartForm-10072025121840 (RES-2025-853 : Subdivision Participation Form - Opioid Settlement - Sandoz)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31010 **RESOLUTION 2025-854** **ADOPTED**

Subdivision Participation Form - Opioid Settlement - Secondary Manufacturers

AGENDA ITEM : OCTOBER 14th, 2025

TO: **Town Board**

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

DATE: **October 8, 2025**

RE: **Subdivision Participation Form - Secondary Manufacturers (Opioid Litigation)**

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

WHEREAS, the deadline to submit the attached Participation Form was on October 7th, 2025; and

WHEREAS, a Town Board meeting was already held on September 30, 2025 and thus, there was no Town Board meeting prior to the Court-ordered submission deadline of October 7th;

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to sign the attached Subdivision Participation Form as part of the secondary manufacturers' opioid settlement *nunc pro tunc*.

SBB:nmb:hs
Attachment
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 14, 2025**)

10/14/2025
Consent

FINANCIAL IMPACT:

Amount is TBD. Resolution authorizes Town to be a part of settlement.

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

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Town of Amherst	State: NY
Authorized Official: Brian J. Kulpa, Supervisor	
Address 1: 5583 Main Street	
Address 2:	
City, State, Zip: Williamsville, NY 14221	
Phone: 716 631 7032	
Email: bkulpa@amherst.ny.us	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

Attachment: SecondaryManufacturers.Combined.SubPartForm-10072025122132 (RES-2025-854 : Subdivision Participation Form - Opioid

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any

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[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

Attachment: SecondaryManufacturers.Combined.SubPartForm-10072025122132 (RES-2025-854 : Subdivision Participation Form - Opioid

way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

Attachment: SecondaryManufacturers.Combined.SubPartForm-10072025122132 (RES-2025-854 : Subdivision Participation Form - Opioid

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Brian Kulpa

Title: Supervisor

Date: 10/7/25

Attachment: SecondaryManufacturers.Combined.SubPartForm-10072025122132 (RES-2025-854 : Subdivision Participation Form - Opioid

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Town of Amherst	State: NY
Authorized Official: Brian J. Kulpa, Supervisor	
Address 1: 5583 Main Street	
Address 2:	
City, State, Zip: Williamsville, NY 14221	
Phone: 716 631 7032	
Email: bkulpa@amherst.ny.us	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Attachment: SecondaryManufacturers.SubPartForm-10072025122037 (RES-2025-854 : Subdivision Participation Form - Opioid Settlement -

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Attachment: SecondaryManufacturers.SubPartForm-10072025122037 (RES-2025-854 : Subdivision Participation Form - Opioid Settlement -

Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

Attachment: SecondaryManufacturers.SubPartForm-10072025122037 (RES-2025-854 : Subdivision Participation Form - Opioid Settlement -

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Brian Kulpa

Title: Supervisor

Date: 10/7/25

Attachment: SecondaryManufacturers.SubPartForm-10072025122037 (RES-2025-854 : Subdivision Participation Form - Opioid Settlement -

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 31011 **RESOLUTION 2025-855** **ADOPTED**

Authorization to Pay Invoices - Article 7 Article Fee Dispute - Gerber Ciano

AGENDA ITEM : OCTOBER 14th, 2025

TO: **Town Board**

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

DATE: **October 8, 2025**

RE: **Invoices For Payment ($1,997.50)**
Article 7 Fee Dispute - Gerber Ciano

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

RESOLVED, the Town Board authorizes payment in the amount of $1,997.50 for work performed in the above matter.

SAA:nmb:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 14, 2025**)
Jennifer Adams, CPA, Interim Town Comptroller

10/14/2025
Consent

FINANCIAL IMPACT:

A1420.4090 - $1,997.50

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31022 **RESOLUTION 2025-856** **ADOPTED**

NED – New Energy Solar 8, LLC (1050 New Road) - Host Community Benefit

AGENDA ITEM : OCTOBER 14th, 2025

TO: **Town Board**

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

DATE: **October 9, 2025**

RE: **NED – New Energy Solar 8, LLC (1050 New Road)**

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

RESOLVED, that the Town Board accept the host community benefit in the amount of $40,000.00; and

BE IT FURTHER RESOLVED that amount be deposited into a Trust and Agency Account.

SBB:NMB:hs
c: Timothy Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item – October 14, 2025**)
Jennifer Adams, CPA, Interim Town Comptroller

10/14/2025
Consent

FINANCIAL IMPACT:

$40,000 To Be Deposited Into Trust and Agency Account

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30983 **RESOLUTION 2025-857** **ADOPTED**

New Firefighters for Getzville Fire Company

New firefighters for the Getzville Fire Company live in the Town of Amherst and reside within the Getzville fire district.

Colin Schubert
1185 Sweet Home Road
Amherst, NY 14226

Veronica Dorosh
50 Hadley Road
Amherst, NY 14228

10/14/2025
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Colin Schubert

Applicant Home Address: 111 Sutton Dr

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

☑ My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.
1105 Sweethome Rd - (U.B Student)

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

Signature of Applicant: [signature]

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

Signature: [signature]

Title: Corporate Secretary

Date: 9-9-2025

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

Attachment: 20251004081218442 (RES-2025-857 : New Firefighters for Getzville Fire Company)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Veronica Dorosh

Applicant Home Address: 2142 Mercer Street, Baldwinsville NY 13027
50 Hadley Road, Buffalo 14228

Under penalty of perjury I, Veronica Dorosh affirm I am an

applicant to be a member of the, Getzville (fire dept.)

and my address of residence is listed above.

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

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

_____

Signature of Applicant: [signature]

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

Signature: [signature]

Title: Corporate Secretary

Date: 9-30-2025

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

Attachment: 20251001175108047 (RES-2025-857 : New Firefighters for Getzville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30988 **RESOLUTION 2025-858** **ADOPTED**

New Firefighter for Main-Transit Fire Department

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

John Roach
118 Hollybrook Dr
Williamsville, NY 14221

10/14/2025
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: John Roach

Applicant Home Address: 118 Mollybrook Dr

Under penalty of perjury I, John Roach affirm I am an

applicant to be a member of the, Main Transit (fire dept.)

and my address of residence is listed above.

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

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

Signature of Applicant:

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

Signature:

Title: SR. CAPT.

Date: 10/6/25

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

Attachment: Roach Residency Verification 2025 (RES-2025-858 : New Firefighter for Main-Transit Fire Department)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 30970 **RESOLUTION 2025-859** **ADOPTED**

Change Order - 30 S Cayuga Roof Access Ladder CRS #5850

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **decreases** the overall contract by $44.00.

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

The overall project cost shall **decrease** funds used from account KP 2302.4972.

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

Thank you for considering this request.

10/14/2025
Consent

FINANCIAL IMPACT:

KP2302-4972, ($44.00) CREDIT

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

Town of Amherst
Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
30 S. Cayuga - Roof Access Ladder	*Contract For: 30 S. Cayuga - Roof Access*	Change Order Number: 1
2023-F-16.1	*Date: 12/2/2024*	

OWNER:	ENGINEER:	CONTRACTOR:
Town of Amherst	Anne Dafchik	Jameson Roofing
5583 Main St.	30 S. Cayuga Rd	3937 Bayview Rd
Williamsville, NY 14221	Williamsville, NY 14221	Blasdell, NY 14219

The Contract is changed as follows:

Credit returned for unused Allowance work as follows:
Allowance 1 = 44.00 remaining unused funds

The original Contract Sum was	**$ 14,179.00**
The net change by previously authorized Change Orders	**$ 0.00**
The Contract Sum prior to this Change Order was	**$ 14,179.00**
The Contract Sum will be **decreased** by this Change Order in the amount of	**($ 44.00)**
The new Contract Sum, including this Change Order, will be	**$ 14,135.00**
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.

Anne Dafchik	Jameson Roofing	Town of Amherst
ARCHITECT/ENGINEER	CONTRACTOR	OWNER
SIGNATURE	SIGNATURE	SIGNATURE
Anne Dafchik, Architect	John Stachewicz / Service Manger	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
10/1/2025	10/1/25	
DATE	DATE	DATE

Attachment: CO_Packet (RES-2025-859 : Change Order - 30 S Cayuga Roof Access Ladder CRS #5850)

ALLOWANCE DISBURSEMENT AUTHORIZATION

Owner	
Architect/Engineer	
Contractor	x
Field	
Other	
Other	

Town of Amherst, Project No. 2023-F-16.1
Roof Access Ladder

Allowance Disbursement No. 1 Initiation Date: 09/18/2025

Contract For: Installation of Roof Access Ladder at 30 S. Cayuga.

To Contractor: Jameson Roofing

Contract Date: 12/2/2024

Not valid until signed by Owner and Contractor

The Original Contract Allowance	$800.00
Net Allowance Disbursements previously authorized	$0.00
Charges to Contract Allowance as a result of this authorization	-$756.00
Current Contract Allowance Balance including this authorization	$44.00

Owner:

Architect/Engineer: Anne Dafchik

Contractor: Jameson Roofing / John Stachewicz

Attachment: CO_Packet (RES-2025-859 : Change Order - 30 S Cayuga Roof Access Ladder CRS #5850)

JAMESON ROOFING
3937 Bayview Road, Blasdell, NY 14219
716-646-9494

COST PROPOSAL FOR CHANGE ORDER

CP#: 1
Date:

Project: 30 S. Cayuga Roof Access Ladder Installation
PCO #: 2023-F-16.1

From: Jameson Roofing Company
3937 Bayview Road
Blasdell, NY 14219
RFI #:

Description of Work Performed	Trade	Hours	Rate	Total Labor
Initial day set up before Owner Request to change Ring size	Sheetmetal	6	$ 70.00	$ 420.00
Deliverey back to Warehouse and delivery back to Job site	sheetmetal	3	$ 70.00	$ 210.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ 630.00

Description of Material Used	Quantity	Unit	Unit Price	Material Cost
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

Subcontract Costs	Quantity	Unit	Unit Cost	Sub Cost
				$ -
				$ -
				$ -
				$ -

Labor & Material Total		$ 630.00
Labor & Material Markup	20%	$ 126.00
Subcontract Total		$ -
Subcontract Markup	5%	$ -

Total Cost	**$ 756.00**

Contract Time Increase _____ Days

Attachment: CO_Packet (RES-2025-859 : Change Order - 30 S Cayuga Roof Access Ladder CRS #5850)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 30986 **RESOLUTION 2025-860** **ADOPTED**

Amherst Highway Dept - Gutter Replacement CRS #5856

WHEREAS, the Facilities/Building Maintenance Department received bids on September 25, 2025 for Capital Improvements at the Amherst Highway Department; 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 Facilities/Building Maintenance Department to award this contract to Arrow Sheet Metal Works, Inc. in the amount of $85,900.00; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Arrow Sheet Metal Works, Inc.; and

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

10/14/2025
Consent

FINANCIAL IMPACT:

KP1924.4972, $36,602.43 | KP2506.4972, $49,297.57

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

Bid Tabulation Form

Town of Amherst

Highway Gutter Replacement

2019-H-3.2

09/25/2025

Contractor Name	Base Bid	*Addenda Acknowledged?*	*Bid Bond Attached?*
Jos. A. Sanders & Sons	$ 173,420.00	Yes	Yes
Arrow Sheet Metal Works, Inc.	$ 85,900.00	Yes	Yes

Attachment: Bid Tab (RES-2025-860 : Amherst Highway Dept - Gutter Replacement CRS #5856)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 30993 **RESOLUTION 2025-861** **ADOPTED**

Town Wide Hood Inspections - Contract Extension CRS #5806

WHEREAS, the Town of Amherst entered an agreement with Davis Ulmer Sprinkler Company DBA All State Fire & Security on September 18, 2023 for Town Wide Kitchen Hood Inspections per Resolution 2023-784; and

WHEREAS, the current contract expired on September 17, 2025; and currently has a short-term extension through October 17, 2025.

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to extend the contract of Davis-Ulmer Sprinkler Company DBA All State Fire & Security through September 17, 2027, under the same pricing structure, and terms and conditions of the original agreement.

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract extension with Davis-Ulmer Sprinkler Company DBA All State Fire & Security; and

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

10/14/2025
Consent

FINANCIAL IMPACT:

Town Wide - Various Funding Sources

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 30996 **RESOLUTION 2025-862** **ADOPTED**

Purchase of New Convection Steamer CRS #5847

WHEREAS, the Facilities/Building Maintenance Department received a quote from B&G Foodservice & Supplies on September 10, 2025 for a new Convection Steamer at the Amherst Senior Center; and

WHEREAS, B&G Foodservice & Supplies responded with a quote for a new convection steamer as per the attached & in accordance with OGS Contract PC68656;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to approve this expenditure with B&G Foodservice & Supplies in the amount of $30,837.03; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign approve this expenditure with B&G Foodservice & Supplies and

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

10/14/2025
Consent

FINANCIAL IMPACT:

N24-37.4000 - $9,612.61 | N25-37.4000 - $21,224.42

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

Foodservice Equipment & Supplies
60 Commerce Avenue, Albany NY (518) 482-2111 Fax (518) 482-2112

Quote

09/10/2025

Project:
Town of Amherst Senior Services PC68656

From:
B & G RESTAURANT SUPPLY
April Peltier
60 Commerce Ave
Albany, NY 12206
(413) 442-0390
518-482-2111 (Contact)

Job Reference Number: 80198

Item	Qty	Description	Sell	Sell Total
1	1 ea	**CONVECTION STEAMER, GAS**	$29,093.79	$29,093.79
		Vulcan Model No. C24GA10 Convection Steamer, Gas, 2 compartments on 24" cabinet base, (10)12" x 20" x 2-1/2" deep total pan capacity, high output stainless steel steam generator with Timed Smart Drain & PowerFlush, staged water fill, professional controls with 60 minute timer, buzzer for each compartment, & constant steam feature, split water line, stainless steel interior, exterior, frame & flanged feet, electric ignition, 125,000 BTU, CSA Flame, CSA Star, UL EPH Classified		
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	Natural gas (specify elevation if over 2,000 ft.)		
	1 ea	120v/60/1-ph with ground, 300w, 2.0 amps, cord & plug, standard		
	1 ea	SMF620 SYSTEM SCALEBLOCKER™ Water Treatment, field installed by others at job site	$1,743.24	$1,743.24
	1 ea	2nd year limited water related parts only & labor warranty, standard		
			ITEM TOTAL:	**$30,837.03**

Subtotal	$30,837.03
Total	$30,837.03

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $30,837.03

Attachment: Town of Amherst Senior Services PC68656 Quote (RES-2025-862 : Purchase of New

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 31009 **RESOLUTION 2025-863** **ADOPTED**

Purchase of New Floor Scrubber

WHEREAS, the Facilities/Building Maintenance Department received a quote from Hillyard, Inc. on October 8, 2025 for a new Walk Behind Floor Scrubber at the Amherst Senior Center; and

WHEREAS, Hillyard, Inc. provided a quote for a Walk Behind Floor Scrubber as per the attached & in accordance with OGS Contract PC70042;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to approve this expenditure with Hillyard, Inc. in the amount of $12,197.80; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to approve this expenditure with Hillyard, Inc.

10/14/2025
Consent

FINANCIAL IMPACT:

A1620.2600, $12,197.80

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

HILLYARD
The Cleaning Resource®

Quotation

Quotation #: QUO-103748-J0K4Q0
Effective From: 10/6/2025
Effective To: 11/21/2025
Customer No.: 2998431450
Account Manager: Tom Herman
Acct Mgr. Phone: (800) 695-5336
Acct Mgr. Email: THerman@Hillyard.com

125 Rawson Rd.
Victor, NY 14564-1127
800 695 5336

Customer:
NYS TOWN AMHERST BLDG MAINT
Attn:Greg Bennett
4255 HARLEM RD
AMHERST, NY 14226-4426

Item #	Description	Quantity	UOM	Unit Price	Amount
HIL56005SLA	Hillyard, Trident, T20SC Pro with TPPL Battery Package, 20", Disc, Walk Behind Floor Scrubber	1	EA	$12,197.80	$12,197.80

Subtotal	$12,197.80
Sales Tax	
Shipping/Handling	
Gross Price	$12,197.80

This item is on NYS CONTRACT PC70042.

Tax and Freight charges are subject to change.

Pricing subject to change in accordance with global tariffs.

DO NOT PAY FROM THIS QUOTATION!

Attachment: Hillyard Quote PC70042 (RES-2025-863 : Purchase of New Floor Scrubber)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 31004 **RESOLUTION 2025-864** **ADOPTED**

Budget Transfers and Amendments

For October 14, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 10/08/2025
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:***
KP2302.4972 30 S Cayuga-Construction $9,743.47	KP2302.2100 Furniture $9,743.47
Requested per department.	
N2244.4000 CHEEK HOME Rehab- Contractual $139,872.51	N2246.4000 Contractual $139,872.51
Requested per department.	
G9916.4090 Plant 16- Professional Svcs $13.10	G9916.9000 Transfers out $13.10
To cover KP2346 shortage.	
A1620.2150 Facilities- Bldg Improvements $5,269.21	A1620.9000 Transfers out $5,269.21
Requested per department.	
A3310.4430 Traffic- Rng, Photo, Sewer $6,095.00	A3310.2550 Traffic- Other Spec $14,272.16
A5010.4040 Hwy Office- Travel $2,900.00	A3310.2130 Traffic- Computer Equip $7,748.98
A5010.4025 Hwy Office- Print/Adv/Lease $3,000.00	
A5132.4220 Hwy Garage- Bldgs & Grounds $5,277.16	
A5132.4410 Hwy Garage- Public Safety & Med Supply $2,416.50	
A5132.4220 Hwy Garage- Bldgs & Grounds $2,332.48	
Requested per department.	

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
N1042.05002 Em'ee HI Contribution $2,187.02	N1042.8050 Retirement $2,187.02
To recognize 3rd quarter employee health insurance contribution.	
N2455.02785 HOME Rental- PI $6,296.56	N2455.4000 Contractual $6,296.56
N2454.02785 HOME Admin- PI $699.62	N2454.4003 10% Admin $699.62
To recognize Community Development program income from 35 Albion, Amherst.	
N2444.02785 CHEEK HOME- PI $18,646.20	N2444.4000 Contractual $18,646.20
N2449.02785 HOME Admin- PI $2,071.80	N2449.4003 10% Admin $2,071.80
To recognize Community Development program income from 241 Shaley, Cheektowaga.	
A3120.02617 Police Office- Auctions $12,035.00	A3120.2150 Bldg Improv & Equip $12,035.00

A3120.02680 Police Office- Insurance Reimb $40,467.52 A3120.4230 Passenger Vehicles $40,467.52
A3122.02410 Bailey Ave- Rentals $11,500.00 A3122.4220 Bldgs & Grounds $11,500.00
To recognize revenue received by the Police Department for 3rd quarter.

N2540.02785 AMH HOME- PI $170.00 N2540.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.

KP2346.05031 WPCF Cryogenic 02 Plant- Transfer In $13.10 KP236.4971 Design Exp $13.10
To account for additional funds transferred in from the Plant 16 for design costs.

KP2222.05031 GPS & Drone- Transfer In $5,269.21 KP2222.2550 Other Spec Equip $5,269.21
To account for additional funds transferred in from the Facilities department for purchase of a drone.

10/14/2025
Consent

FINANCIAL IMPACT:

See above.

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 31014 **RESOLUTION 2025-865** **ADOPTED**

2026 Special Districts Budget Amendment

For October 14, 2025 Town Board Agenda

To: Town Board

From: Office of Town Comptroller

Date: 10/08/2025

Re: Various Department Budget Transfers / Amendments

The following 2026 Budget Amendments are proposed for the 2026 Special Districts Budgets. This is a net decrease of $801,793.40, please see the attachment for details.

10/14/2025
Consent

FINANCIAL IMPACT:

See attachment.

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

Town of Amherst Proposed Changes to 2026 Budget.

2026 BUDGET AMENDMENTS			**INCREASE**	**DECREASE**
E9997	05002	EM'EE HEALTH INS. CONTRIBUTION	$ 599.84	
E0001	01001	REAL PROPERTY TAXES		$ 599.84
		Total Lighting Fund	$ 599.84	$ 599.84

To account for increases in revenues for 2026 budget.

G9000	05002	EM'EE HEALTH INS. CONTRIBUTION	$ 7,737.72	
G9916	05002	EM'EE HEALTH INS. CONTRIBUTION	$ 17,943.63	
G9999	05002	EM'EE HEALTH INS. CONTRIBUTION	$ 306.97	
		APPRORIATED FUND BALANCE	$ 200,000.00	
G9000	01001	REAL PROPERTY TAXES		$ 225,988.32
		Total Sewer Fund	$ 225,988.32	$ 225,988.32

To account for increases in revenues for 2026 budget.

H4068	05002	EM'EE HEALTH INS. CONTRIBUTION	$ 1,489.88	
H8000	05002	EM'EE HEALTH INS. CONTRIBUTION	$ 4,962.92	
H8200	05002	EM'EE HEALTH INS. CONTRIBUTION	$ 5,031.69	
H8000	01001	REAL PROPERTY TAXES		$ 11,484.49
		Total Drainage Fund	$ 11,484.49	$ 11,484.49

To account for increases in revenues for 2026 budget.

		Total proposed changes in revenues	238,072.65	238,072.65

BUDGET AMENDMENTS			**INCREASE**	**INCREASE**
E9997	8050	HOSPITAL & MEDICAL INSUR	$ 1,229.12	
E0001	01001	REAL PROPERTY TAXES		$ 1,229.12
		Total Lighting Fund	$ 1,229.12	$ 1,229.12

To account for increases in expenditures for 2026 budget.

G9000	2130	COMPUTER EQUIPMENT	$ 250.00	
G9000	8050	HOSPITAL & MEDICAL INSUR	$ 37,411.66	
G9000	8051	DENTAL	$ 777.49	
G9000	8052	VISION	$ 86.52	
G9916	2130	COMPUTER EQUIPMENT	$ 25.00	
G9999	8050	HOSPITAL & MEDICAL INSUR	$ 481.97	
G9000	01001	REAL PROPERTY TAXES		$ 39,032.64
		Total Sewer Fund	$ 39,032.64	$ 39,032.64

To account for increases in expenditures for 2026 budget.

H4068	8050	HOSPITAL & MEDICAL INSUR	$ 2,457.05	
H8000	8050	HOSPITAL & MEDICAL INSUR	$ 9,853.62	
H8200	8050	HOSPITAL & MEDICAL INSUR	$ 10,303.29	
H8000	01001	REAL PROPERTY TAXES		$ 22,613.96
		Total Drainage Fund	$ 22,613.96	$ 22,613.96

To account for increases in expenditures for 2026 budget.

		Total proposed changes in expenditure increases	$ 62,875.72	$ 62,875.72

BUDGET AMENDMENTS			**DECREASE**	**DECREASE**
E9997	4930	LIABILITY INSURANCE COST	$ 12,372.37	
E0001	01001	REAL PROPERTY TAXES		$ 12,372.37
		Total Lighting Fund	$ 12,372.37	$ 12,372.37

To account for decreases in expenditures for 2026 budget.

G9000	4930	LIABILITY INSURANCE COST	$ 201,557.16	
G9000	8040	WORKMEN'S COMPENSATION	$ 419.93	
G9916	1000	PERSONAL SERVICES	$ 45,330.48	
G9916	4930	PLANT INSURANCE COST	$ 161,065.78	

Attachment: 2026 Special Districts Budget Amendment (RES-2025-865 : 2026 Special Districts Budget Amendment)

G9916	8030	SOCIAL SECURITY	$	3,467.79		
G9916	8040	WORKMEN'S COMPENSATION	$	622.40		
G9916	8050	HOSPITAL & MEDICAL INSUR	$	69,657.61		
G9916	8051	DENTAL	$	4,152.97		
G9916	8052	VISION	$	406.96		
G9999	4930	LIABILITY INSURANCE COST	$	5,398.85		
G9999	8040	WORKMEN'S COMPENSATION	$	67.49		
G9000	01001	REAL PROPERTY TAXES			$	492,147.42
		Total Sewer Fund	$	492,147.42	$	492,147.42

To account for decreases in expenditures for 2026 budget.

H4068	4930	LIABILITY INSURANCE	$	22,495.22		
H4068	8040	WORKMEN'S COMPENSATION	$	134.98		
H8000	1200	OVERTIME	$	10,000.00		
H8000	4021	CDL LICENSE	$	50.00		
H8000	4930	LIABILITY INSURANCE COST	$	77,383.56		
H8000	8030	SOCIAL SECURITY	$	765.00		
H8000	8040	WORKMEN'S COMPENSATION	$	487.43		
H8200	1200	OVERTIME	$	10,000.00		
H8200	4021	CDL LICENSE	$	50.00		
H8200	8030	SOCIAL SECURITY	$	710.49		
H8000	01001	REAL PROPERTY TAXES			$	122,076.68
		Total Drainage Fund	$	122,076.68	$	122,076.68

To account for decreases in expenditures for 2026 budget.

		Total proposed changes in expenditure decreases	$	626,596.47	$	626,596.47
		Net decrease lighting changes	$	11,743.09		
		Net decrease sewer changes		679,103.10		
		Net decrease drainage changes		110,947.21		
		Total decrease net changes	$	801,793.40		

Attachment: 2026 Special Districts Budget Amendment (RES-2025-865 : 2026 Special Districts Budget Amendment)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30954 **RESOLUTION 2025-866** **ADOPTED**

Extension of Town Wide Shrub Planting Bid #2023039 - CRS #5840

WHEREAS, Natural Restorations by Linda J. & Co., Inc. agreed to extend the Town Wide Shrub Planting contract for an additional two-year term (Original CRS #4336);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the Town Wide Shrub Planting contract with Natural Restorations by Linda J. & Co., Inc. through October 15, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Natural Restorations by Linda J. & Co., Inc.

10/14/2025
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, 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 20, 2025

Natural Restorations by Linda J & Co., Inc.
3271 Millersport Highway
Getzville, NY 14068
ATTNN: Linda C. Jedrysik

Re: CRS 4336 –Contract Extension – Bid #2023039
Town Wide Shrub Planting

Dear Ms. Jedrysik:

The Town of Amherst wishes to extend this agreement for an additional contract period, through September 15, 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: ATTN: Karen Halton
Town of Amherst Contract Compliance Department
5583 Main Street
Williamsville, NY 14221

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

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

Company Name: NATURAL RESTORATIONS BY LINDA J & CO., INC.

Representative (Please print): LINDA C. JEDRYSIK Title: PRESIDENT

Signature: Linda C Jedrysik Date: 9/24/25

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Signed Extension Memo (RES-2025-866 : Extension of Town Wide Shrub Planting Bid #2023039 - CRS #5840)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30961 **RESOLUTION 2025-867** **ADOPTED**

Extension of RFQ #202304 Golf Course Architect - CRS #5848

WHEREAS, Richard Mandell Golf Architecture has agreed to extend the Golf Course Architect contract (Original CRS #4408) for an additional two years;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the Golf Course Architect contract with Richard Mandell Golf Architecture through November 12, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Richard Mandell Golf Architecture.

10/14/2025
Consent

FINANCIAL IMPACT:

N/A - No additional work is being authorized at this time.

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

September 18, 2025

Richard Mandell Golf Architecture
2208 Midland Road
Pinehurst, NC 28374

Re: CRS 4408 – Extension of Town of Amherst RFQ #202304
Golf Course Architect

Dear Mr. Mandell:

The Town of Amherst wishes to extend this agreement for an additional contract period, through November 12, 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: RICHARD MANDELL GOLF ARCHITECTURE

Representative (Please print): RICHARD MANDELL Title: PRESIDENT

Signature: _____ Date: 9/18/25

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Signed Extension Agreement (RES-2025-867 : Extension of RFQ #202304 Golf Course Architect - CRS #5848)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30977 **RESOLUTION 2025-868** **ADOPTED**

Award OGS Mini Bid #2025033 Drone for Water Pollution Control Facility - CRS #5852

WHEREAS, the Contract Compliance and Administration Department issued Mini-Bid #2025033 through NYS OGS for the purchase of one (1) Drone for Water Pollution Control Facility; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award Item #1, 4, 7 & 8 of this bid to Grace 3 Technologies; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Grace 3 Technologies; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we are near the 45-day limit to award the contract.

10/14/2025
Consent

FINANCIAL IMPACT:

KP2222-2250; $23,044.26

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

Mini Bid #2025033 WPCF Skydio Drone					
Low Bid				Vendor	Grace 3 Technologies
ITEM No.	QTY.	U/M	CATALOG NO/DESCRIPTION	NET NYS CONTRACT PRICE	
1	1	Each	Skydio X10 Ready Kit with Cellular (2.4 / 5GHz + 5G/LTE) and VT300-Z Visible-Light Zoom Sensor	$ 16,677.54	$ 16,594.15
2	2	Each	Skydio X10 Spare Battery	$ 869.22	$ 864.87
3	1	Each	Skydio 2-Up Charger for X10	$ 434.61	$ 432.44
4	1	Each	Skydio RTK/PPK for X10	$ 910.80	$ 906.25
5	1	Each	Skydio Scout for X10	$ 356.40	$ 354.62
6	1	Each	3D Scan/Mapping Module	$ 4,158.00	$ 4,137.21
7	1	Each	Additional Set of Spare Propellers	$ 127.71	$ 127.07
8	1	Each	Thermal (Longwave Infrared) Sensor Payload	$ 5,444.01	$ 5,416.79
9	1	Each	AVSS Parachute Recovery System (PRS)	$ 1,583.01	$ 1,575.09
10	1	Each	Skydio Care Enterprise Coverage 1-year	$ 3,116.52	$ 3,100.94
11	1	Each	Skydio Care Enterprise Coverage 3-year	$ 4,997.52	$ 4,972.53
			Total Bid	**$ 38,675.34**	**$ 38,481.96**
			Total of Items 1, 4, 7 & 8:		**$23,044.26**
NOTES:					
Grace 3 Technologies: Offered a 0.5% discount from NYS contract price.					

Attachment: Bid Analysis - 2025033 Mini Bid WPCF Skydio Drone (RES-2025-868 : Award OGS Mini Bid #2025033 Drone for Water Pollution

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30978 **RESOLUTION 2025-869** **ADOPTED**

Award RFP #202504 2027 Real Property Reassessment Project - CRS #5854

WHEREAS, the Contract Compliance and Administration Department received proposals on August 14, 2025 for RFP #202504 2027 Real Property Reassessment Project; and

WHEREAS, the RFP process resulted in responses from three (3) vendors, as per the attached scoring sheet;

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to GAR Associates, LLC; and

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

10/14/2025
Consent

FINANCIAL IMPACT:

A1355-4090; $565,000

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

RFP #202504 - 2027 Real Property Reassessment Project
RFP ANALYSIS SHEET

Raw Score is rated on a scale of 1-10

Description	Percentage (Weight)	Emminger, Newton, Pigeon & Magyar, Inc.		GAR Associates LLC		KLW Municipal, Inc.	
		Raw Score	Weighted	*Raw Score*	Weighted	*Raw Score*	Weighted
Qualifications & Experience	25	*8.00*	20.00	*10.00*	25.00	8.00	20.00
Understanding of Project Requirements	15	*9.00*	13.50	*10.00*	15.00	9.00	13.50
Total Cost	50	*10.00*	50.00	*8.05*	40.27	7.65	38.24
References	10	*6.00*	6.00	*10.00*	10.00	7.00	7.00
TOTAL EVALUATION	**100**		**89.50**		**90.27**		**78.74**

Attachment: Scoring Sheet - RFP 202504 - 2027 Real Property Reassessment (RES-2025-869 : Award RFP

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30994 **RESOLUTION 2025-870** **ADOPTED**

Award Bid #2025029 LED Lighting at Amherst Center for Senior Services - CRS #5860

WHEREAS, the Contract Compliance and Administration Department received bids on August 28, 2025 for Bid #2025029 LED Lighting at Amherst Center for Senior Services; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Global LED Solutions; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we are near the 45-day limit to award the contract.

10/14/2025
Consent

FINANCIAL IMPACT:

KP2527-4972; $35,572.95 ($90,907.25 less estimated National Grid incentive of $55,334.30)

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

Bid #2025029 LED Lighting at the Amherst Center for Senior Services

Low Bidder			Vendor Name:	NOCO Energy		NOCO Energy (Revised)		Global LED Solutions		Global LED Solutions (Revised)		LED Energy Solutions		LED Energy Solutions (Revised)	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	428	Each	LED Flat Panel Retrofit Kit, Size 2x4, Make/Model: Maxlite FPR24D22WCS DLCP S-022X43	$214.71	$91,895.88	$214.71	$91,895.88	$50.00	$21,400.00	$106.00	$45,368.00	$155.25	$66,447.00	$155.25	$66,447.00
2	2	Each	LED Flat Panel Retrofit Kit, Size 2x4, Make/Model: Maxlite FPR24D22WCS DLCP S-022X42	$213.00	$426.00	$213.00	$426.00	$50.00	$100.00	$106.00	$212.00	$155.25	$310.50	$155.25	$310.50
3	64	Each	LED Flat Panel Retrofit Kit, Size: 2x2, Make/Model: Maxlite FPR22D15CS DLCP S-8H3M2R	$155.00	$9,920.00	$155.00	$9,920.00	$45.00	$2,880.00	$101.00	$6,464.00	$82.69	$5,292.16	$82.69	$5,292.16
4	49	Each	LED Downlight, Size 6', make/model: Maxlite RCF613CSW-V2 6" - 2334645	$105.00	$5,145.00	$105.00	$5,145.00	$41.00	$2,009.00	$81.00	$3,969.00	$128.25	$6,284.25	$128.25	$6,284.25
5	28	Each	LED PL Retrofit Lamp, size: N/A, Make/Model: Maxlite 11PLG24QCS	$45.00	$1,260.00	$45.00	$1,260.00	$22.00	$616.00	$34.00	$952.00	$94.50	$2,646.00	$94.50	$2,646.00
6	11	Each	LED Flood Light, Size: N/A, Make/Model: Halco FLFS50/3CCTU/YK	$435.00	$4,785.00	$435.00	$4,785.00	$55.00	$605.00	$115.00	$1,265.00	$337.50	$3,712.50	$337.50	$3,712.50
7	35	Each	LED Linear Lamp, Size 4', Make/Model: Sylvania LED9.5T8L48FG841BFG2	$25.00	$875.00	$25.00	$875.00	$16.00	$560.00	$40.00	$1,400.00	$60.56	$2,119.60	$60.56	$2,119.60
8	8	Each	LED Linear Lamp, Size 8', Make/Model: Sylvania LED36T8FA8L96-2FGPDIM841BF	$100.00	$800.00	$100.00	$800.00	$50.00	$400.00	$77.13	$617.04	$113.40	$907.20	$113.40	$907.20
9	9	Each	LED HID Area Light, Size: N/A, Make/Model: Sylvania LED45HIDRODAREA850MOG	$350.00	$3,150.00	$350.00	$3,150.00	$200.00	$1,800.00	$350.00	$3,150.00	$141.75	$1,275.75	$141.75	$1,275.75
9A	9	Each	Alternative to 9 above: LED RAB A22-5T150 to replace corncob screw-in lamps.		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
10	24	Each	LED Area Light, Size: N/A, Make/Model: Morris 74000C	$350.85	$8,420.40	$350.85	$8,420.40	$150.00	$3,600.00	$300.00	$7,200.00	$540.00	$12,960.00	$540.00	$12,960.00
11	86	Each	LED BR30, Size: N/A, Make/Model: GE LED10DR303827	$36.00	$3,096.00	$36.00	$3,096.00	$8.00	$688.00	$12.72	$1,093.58	$29.92	$2,573.12	$29.92	$2,573.12
12	14	Each	LED Downlight, Size: N/A, Make/Model: GE LRXB	$125.00	$1,750.00	$125.00	$1,750.00	$64.29	$900.06	$104.30	$1,460.13	$270.00	$3,780.00	$270.00	$3,780.00
13	92	Each	Dimmer, Size: N/A, Make/Model: Lutron DVCL Dimmer		$0.00		$0.00	$33.00	$3,036.00	$64.12	$5,899.04	$27.97	$2,573.24	$27.97	$2,573.24
			*Recycling/Disposal										$3,507.46		$3,507.46
			**Install/Disposal						$40,455.73						
			Gross Project Cost		$131,523.28		$131,523.28		$79,049.79		$79,049.79		$114,388.78		$114,388.78
			Minus National Grid Contribution		$70,092.40		$70,092.40		$55,334.30		$55,334.30		$40,250.43		$63,179.67
			Total Net Cost		**$61,430.88**		**$61,430.88**		**$23,715.49**		**$23,715.49**		**$66,724.52**		**$46,088.20**
			KwH Savings (Revised column based on 4940 annual operating hours for internal fixtures and $0.30/kWh incentive rate)		*233,641.3*		*233,641.3*		*271,652.6*		*200,848.2*		*161,001.7*		*210,598.9*
			Pay-Back Period				*26.7 Months*				*12.0 Months*				*24.8 Months*
14			Optional Cost for 10-Year Materials & Labor Warranty		No Bid		No Bid		$11,857.46		$11,857.46		Included		Included
			Total Net Cost with 10-Year Materials & Labor Warranty		**N/A**		**N/A**		**$35,572.95**		**$35,572.95**		**$66,724.52**		**$46,088.20**
			Quantities are estimates and are not guaranteed												
			No Additional Charges Will Be Allowed												

NOTES:

NOCO - Line items 9 & 11 were miscalculated in bid submittal, but corrected on the bid tab. Note on Item #13 states "pricing included in unit price for panel retros". No entry for item #14.

Global LED Solutions - Quantities for Items #7 were doubled, but corrected on the bid tab. **Provided the labor/install price separate from each line item. Provided alternative lighting, product specifications were provided with their submittal.

Labor breakdown was requested and is shown in the revised column.

LED Energy Solutions - Line Items 6, 7, 8, 9 were miscalculated but corrected on the bid tab. *Added a line item for Recycling/Disposal of $3,507.46. Item #14 is included at no cost. Total Net Cost shown above includes 10% discount as indicated in bid submittal.

Line #8 - For all bidders, quantity should be doubled froom 8 to 16 (there are 8 fixtures, but 16 bulbs required to be replaced).

None of the bidders used the instructed cost of $0.11846/KWH as indicated in the bid spec. All used the standard $0.14 shown in the National Grid documents, as that field is not able to be changed.

Attachment: Bid Tab LED Lighting at Amherst Senior Center (RES-2025-870 : Award Bid #2025029 LED

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31003 **RESOLUTION 2025-871** **ADOPTED**

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

WHEREAS, the Contract Compliance and Administration Department awarded Bid #2025036 for one (1) PowrLiner 6955 Line Striper with LazyLiner Elite on September 30, 2025 (RES-2025-824) to The Sherwin Williams Company (Original CRS #5820); and

WHEREAS, the Youth & Recreation Department would like to purchase an additional Line Striper due to the availability of funds under their 2025 Y&R Equipment bond;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the purchase of an additional Line Striper, which increases the total amount of the purchase from $23,086.00 to $46,172.00.

10/14/2025
Consent

FINANCIAL IMPACT:

KP2525-2600: Amend from $23,086.00 to $46,172.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, 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				
				Unit Price	Total	Unit Price	Total
1	2	Each	Titan PowrLiner 6955 Field Striper (or equivalent)	$ 11,075.50	$ 22,151.00	$ 14,837.11	$ 29,674.22
2	2	Each	LazyLiner Elite Ride-On Attachment (or equivalent)	$ 11,016.50	$ 22,033.00	$ 14,757.76	$ 29,515.52
3	2	Each	LazyLiner Tray (or equivalent)	$ 714.50	$ 1,429.00	$ 958.42	$ 1,916.84
4	2	Each	LazyLiner Hitch (or equivalent)	$ 279.50	$ 559.00	$ 353.74	$ 707.48
			TOTAL COST:	**$ 23,086.00**	**$ 46,172.00**	$ 30,907.03	$ 61,814.06
			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: Amended Bid Analysis PowrLiner Line Striper (RES-2025-871 : Amendment to Bid #2025036

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31006 **RESOLUTION 2025-872** **ADOPTED**

Amendment to Bid #2025018 Police Vehicles - CRS #5551

WHEREAS, the Contract Compliance and Administration Department awarded Bid #2025018 for Police Vehicles on May 27, 2025 (RES-2025-511) to Delacy Ford (Original CRS #5551); and

WHEREAS, the bid tab has been amended to remove car 123 from the trade-in list as it will be used by the Emergency Services & Safety Department;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the award for Bid #2025018 for Police Vehicles to reflect the Net Bid Amount changing to $551,688.00.

10/14/2025
Consent

FINANCIAL IMPACT:

A3120-2200; Revised total - $551,688.00

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

Bid #2025018 Police Vehicles										
Low Bidder		Vendor Name:	One Nation Distribution		~~Van Bortel Ford~~		Delacy Ford		AMENDED for quantity of **8** of Item #1 Delacy Ford	
Item #	QTY		Unit Price	Total Price	~~Unit Price~~	~~Total Price~~	Unit Price	Total Price	Unit Price	Total Price
1	6	2026 or Newer Ford Police Interceptor Utility AWD (LK-Dark Blue) (Non-Hybrid)	$53,994.00	$323,964.00	~~$45,860.00~~	~~$275,160.00~~	$45,296.00	$271,776.00	$45,296.00	$362,368.00
2	1	2026 or Newer Ford F-150 Police Responder 4 WD (LK-Dark Blue) (Non-Hybrid)	$59,898.00	$59,898.00	~~$48,860.00~~	~~$48,860.00~~	$46,630.00	$46,630.00	$46,630.00	$46,630.00
3	2	2026 or Newer Ford Police Interceptor Utility AWD (Non-Hybrid) Detective Color: TBD at time of order	$53,994.00	$107,988.00	~~$44,395.00~~	~~$88,790.00~~	$43,595.00	$87,190.00	$43,595.00	$87,190.00
				$491,850.00		~~$412,810.00~~		$405,596.00		$496,188.00
4	11	**Total Trade In Value** (Enter individual trade-in values in the table on page 8 and total of all trade-ins here)		($81,500.00)		~~($74,698.00)~~		($55,500.00)		($55,500.00)
		Total Net Bid (minus trade-in)		$410,350.00		~~$338,112.00~~		$350,096.00		**$551,688.00**
		Estimated lead time between order and delivery	45 Days		~~90-150 Days~~		4 Stock Units 5 Ordered 2-4 months		4 Stock Units 5 Ordered 2-4 months	
		Price quoted to be delivered price. No additional freight will be allowed.								

NOTES:

Van Bortel: Please refer to cover note on the front of this bid. Notes on price sheet saying last day to order Item #3 is June 13th and is subject to change without notice. Also states that due to tariffs, they are unsure if they will be able to offer 2026 models. Markups on spec. sheets pages 5-7. VB also noted that trade ins are subject to charge back, and options 66A, 63B, 66C, 86T, and 18D are not available for spec 2 and would have to be aftermarket. The LK dark blue color is also not available and HX-antimatter blue has been substituted on the 150 series. There is also no exterior light for 17T and would have to be aftermarket. Van Bortel's bid has been deemed non responsive due to the "trade ins are subject to charge back" note.

Delacy: LK Dark Blue for item #2 is not an available color for the responders. The "X' next to items 7,8,9 and 14 in specification for item #2 do not mean anything.

8/7/25: Bid tab revised to remove car 102 from the trade in list.

8/26/25: Bid tab revised to amend Item #1 to purchase of (8) 2026 or newer Ford Police Interceptor Utility AWD vehicles due to sufficient funds in the budget for an an additional 2.

10/8/25: Bid tab revised to amend trade-ins to remove car 123 from the trade in list as it will be used by the Emergency Services & Safety Department.

Attachment: Amended Bid & Trade Analysis for 10.14.2025 Agenda (RES-2025-872 : Amendment to Bid

2025 Trades								
						One Nation Distribution	Van Bortel	Delacy
Car #	Year	Make	Model	VIN #	Mileage	Trade in Amount	Trade in Amount	Trade in Amount
~~102~~	~~2023~~	~~Ford~~	~~Explorer~~	~~1FM5K8AB4PGA81838~~	~~95,508~~	~~$9,100.00~~	~~$11,022.00~~	~~$6,500.00~~
103	2023	Ford	Explorer	1FM5K8AB3PGA06841	96,980	$9,100.00	$12,022.00	$6,500.00
106	2023	Ford	Explorer	1FM5K8AB4PGA35927	90,933	$9,100.00	$10,522.00	$6,500.00
112	2023	Ford	Explorer	1FM5K8ABXPGA03368	96,158	$9,100.00	$12,022.00	$6,500.00
113	2023	Ford	Explorer	1FM5K8AB2PGA06992	78,348	$9,100.00	$12,022.00	$7,000.00
114	2023	Ford	Explorer	1FM5K8AB9PGA05631	81,462	$9,100.00	$11,022.00	$7,000.00
~~123~~	~~2023~~	~~Ford~~	~~Explorer~~	~~1FM5K8AB2PGA81837~~	~~73,490~~	~~$9,900.00~~	~~$12,022.00~~	~~$7,500.00~~
123b	2022	Ford	Explorer Hybrid	1FM5K8AW3NNA00212	66,869	$10,000.00	$9,022.00	$8,000.00
152	2014	Chev	Tahoe	1GNLC2E05ER209799	76,321	$9,000.00	$4,022.00	$7,000.00
162	2014	Ford	Explorer	1FM5K8AR5EGC49593	88,900	$8,500.00	$2,022.00	$4,000.00
180	2016	Ford	Taurus	1FAHP2MK7GG119337	119,943	$8,500.00	$2,022.00	$3,000.00
						$81,500.00	$74,698.00	**$55,500.00**

Total revised to remove car 102 from the trade in list.
10/8/2025 Total revised to remove car 123 from the trade in list.

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31008 **RESOLUTION 2025-873** **ADOPTED**

Award Bid #2025032 for Water Pollution Control Facility Transformer Testing Services - CRS #5864

WHEREAS, the Contract Compliance and Administration Department received bids on September 4, 2025 for Bid #2025032 for Water Pollution Control Facility Transformer Testing Services; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with LND Technical Services; and

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

10/14/2025
Consent

FINANCIAL IMPACT:

G9916-4960; Amount TBD

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

Bid #2025032 Water Pollution Control Facility Transformer Testing Service											
Low Bidder			Vendor Name:	RESA Service LLC		Ferguson Electric, Inc.		RESA Power LLC		LND Technical Services LLC	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1A	2	EA	Annual Transformer Oil Testing Services	$13,919.00	$27,838.00	$3,410.00	$6,820.00	$7,760.00	$15,520.00	$6,735.00	$13,470.00
1B	2	EA	Annual Transformer Inspection and Testing Services	$62,354.25	$124,708.50	$22,960.00	$45,920.00	$30,720.00	$61,440.00	$16,950.00	$33,900.00
1C	2	EA	Annual Maintenance on Main 4160 Volt Switches	$19,917.95	$39,835.90	$4,440.00	$8,880.00	$11,520.00	$23,040.00	$6,350.00	$12,700.00
2A	50	HR	On-Site Hourly Labor Charge	$250.00	$12,500.00	$170.00	$8,500.00	$150.00	$7,500.00	$200.00	$10,000.00
2B	16	HR	On-Site Hourly Overtime Charge	$500.00	$8,000.00	$242.00	$3,872.00	$225.00	$3,600.00	$270.00	$4,320.00
3	5000	%	Electrical parts, materials, and components charge. Percentage mark-up over bidder's cost.	15%	$5,750.00	15%	$5,750.00	15%	$5,750.00	12%	$5,600.00
			Total 1A, 1B, 1C		$192,382.40		$61,620.00		$100,000.00		$60,070.00
			No Additional Charges Will Be Allowed								

Attachment: Bid Tab WPCF Transformer Testing Services (RES-2025-873 : Award Bid #2025032 for Water

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30957 **RESOLUTION 2025-874** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation (2 Positions)

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department (2 positions). Effective October 15, 2025, Temporary, $15.50 ph, Step 1 for Sarah Crowley and Quinn Kennedy.

10/14/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30982 **RESOLUTION 2025-875** **ADOPTED**

Recreation Attendant - PT/Senior Services

Please appoint a Recreation Attendant - PT to the Senior Services Department. Effective October 15, 2025, Temporary, $16.00 ph, Step 1 for David Hoover.

10/14/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30987 **RESOLUTION 2025-876** **ADOPTED**

Extension of Pre-Employment Physicals and Related Medical Services CRS #5842

Please authorize the Supervisor to sign an Extension to the original Agreement (RES-2023-973) with HealthWorks-WNY for Pre-Employment Physicals and Related Medical Services through December 31, 2027.

10/14/2025
Consent

FINANCIAL IMPACT:

Town Wide. Various; TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

September 18, 2025

Dylan Zutell, MBA, Marketing Director
HealthWorks-WNY, LLP
2075 Sheridan Drive
Kenmore, NY 14223

Re: CRS 4404 – Extension of Town of Amherst Contract
Pre-Employment Physicals and Related Medical Services

Dear Mr. Zutell:

The Town of Amherst wishes to extend this agreement for an additional contract period, through December 31, 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: HealthWorks-WNY

Representative (Please print): Dylan Zutell Title: Director of Marketing

Signature: Dylan Zutell Date: 9/22/25

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Healthworks CRS 4404 extension (RES-2025-876 : Extension of Pre-Employment Physicals and Related Medical Services CRS

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30991 **RESOLUTION 2025-877** **ADOPTED**

Project Manager/Facilities Department

Please appoint a Project Manager to the Facilities Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 15, 2025 at an annual salary of $84,875, Grade 18, Step G for Sean Pellow.

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

10/14/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30992 **RESOLUTION 2025-878** **ADOPTED**

Construction Project Manager/Facilities Department

Please appoint a Construction Project Manager to the Facilities Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 15, 2025 at an annual salary of $110,395.83, Grade 2, Step M of the Exempt Non-Department Head Salary Schedule for Daniel Reilly.

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

10/14/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30997 **RESOLUTION 2025-879** **ADOPTED**

Project Manager - PT/Engineering/Plant #16

Please appoint a Project Manager - PT to the Engineering Department/Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 15, 2025 at an hourly rate of $36.997 for Richard Rink.

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

10/14/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30998 **RESOLUTION 2025-880** **ADOPTED**

Public Safety Dispatcher/Central Fire Alarm

Please appoint a Public Safety Dispatcher to Central Fire Alarm. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 15, 2025 at an hourly rate of $23.106, Step 1 for Timothy Fremming.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

10/14/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30995 **RESOLUTION 2025-881** **ADOPTED**

To Authorize the Supervisor to Execute an Agreement for the Provision of Weatherization Services CRS #5849

WHEREAS, the Town, as a recipient of Community Development Block Grant (CDBG) funds agrees to affirmatively promote affordable housing, and

WHEREAS, the Town has budgeted FY 2025 CDBG funds for the provision of weatherization services, and

WHEREAS, Supportive Services Corporation is the sole recipient of weatherization funds from U.S. Department of Energy for use in Erie County outside the City of Buffalo, and

WHEREAS, the Planning Department recommends that the Town renew its contract with Supportive Services Corporation based on that agency's excellent provision of services, and

WHEREAS, Supportive Services Corporation has submitted a satisfactory project budget and scope of services which provides for a maximum fee of $12,000.00, now therefore be it

RESOLVED, that the Town Board authorizes the Supervisor, subject to the completion of the routine contract routing process, to execute an agreement with Supportive Services Corporation for the provision of weatherization services for the period April 1, 2025 through March 31, 2026.

10/14/2025
Consent

FINANCIAL IMPACT:

The funds necessary to contract for services with Supportive Services have been budgeted in the FY 2025 (N25-29 4000) CDBG budget. 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, Marinucci

Amherst

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

Brian J. Kulpa, Su sor
Daniel C. Howard, Planning Direc
Daniel J. Ulatowski Assistant Planning I P or

October 7, 2025

Agenda of October 14, 2025

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

Subject: Contract with Supportive Services Corporation for Weatherization Services

Honorable Board Members:

Supportive Services Corporation is the primary provider of weatherization services in Erie County outside the City of Buffalo. They provide insulation, weather stripping, energy efficient appliances and services to improve energy efficiency in households. These services are provided free of charge to eligible Amherst residents.

The proposed contract provides for payments to Supportive Services Corporation for a maximum of $12,000.00 utilizing 2025 Community Development funds.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a new contract with Supportive Services Corporation for the provision of weatherization services for the period April 1, 2025 through March 31, 2026.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Supportive Services\FY2025\SuppServ_TBletter_10.14.25.docx

Attachment: weatherization-10072025142843 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2025 between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street, Williamsville, New York 14221 (herein after referred to as the "Town"), and SUPPORTIVE SERVICES CORPORATION, a not-for-profit corporation organized under the laws of the State of New York, with principal offices located at 245 Elmwood Avenue, Buffalo, New York, 14222, (hereinafter referred to as "Supportive Services").

WITNESSETH:

WHEREAS, the Town has received federal funding under the Housing and Community Development Act of 1974, as amended and one the purposes of said Act is to expand and improve the quality and quantity of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities; and

WHEREAS, Supportive Services has been awarded a grant by the New York State Department of State, for the operation of an energy conservation program to weatherize homes of eligible residents found to be energy deficient; and consistent with the purposes of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, Supportive Services Corporation has successfully provided a program of comprehensive weatherization services for Erie County residents.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst.
   (b) "Supportive Services" shall mean the Supportive Services Corporation.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" -- Scope of Services and Reporting Requirements.
   (b) Exhibit "B" -- 2025 Income Guidelines and Stats Chart.

3. Supportive Services, for consideration herein provided, shall perform the services as described in Exhibit "A attached hereto and made a part hereof.

Attachment: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

4. Supportive Services shall prior to execution of this Agreement provide to the Town certificates of insurance evidencing compliance with the provisions of the Addendum to Contract attached hereto and incorporated herein. Supportive Services agrees to defend, indemnify and hold-harmless the Town from and against all claims, liability and damages resulting from or arising out of performance by Supportive Services of the terms and conditions of this Agreement.

5. The Town agrees to pay Supportive Services not more than twelve thousand dollars **($12,000.00)** during the one-year period from April 1, 2025 through March 31, 2026 for the services it provides to Town residents.

6. Supportive Services shall submit to the Town quarterly payment vouchers and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with the first two requests for payment for the period covering April 1, 2025 through December 31, 2025 to be submitted no later than January 10, 2026 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned vouchers and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all vouchers submitted to the Town by Supportive Services shall not exceed $12,000.00.

7. Supportive Services agrees that it shall keep and maintain separate books of account and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for the federal government all Supportive Services facilities, books and other financial and statistical data as they relate to the application, acceptance, and use of federal funds for this federally assisted program. The Town and Supportive Services agree to comply with the regulations, policies, guidelines and requirements of Office of Management and Budget Circulars A-102, and A-133 as they relate to the application, acceptance and use of federal funds for this federally assisted program.

8. Supportive Services agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except for responsibilities that fall under 24 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to be carried out in a manner consistent with all other federal, state and local laws.

Attachment: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

9. This Agreement shall be valid only to the extent of the funds made available to the Town pursuant to its program year application under Title I of the Housing Community Development Act of 1974, as Amended, for the purposes of the terms of this Agreement. Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in the amount stipulated in the 2025 Annual Action Plan as approved by the Amherst Town Board on February 24, 2025.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be in effect from April 1, 2025 through March 31, 2026. The Town may agree to extend this Agreement for an additional twelve-month period.

12. Supportive Services shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with Supportive Services status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to Supportive Services or its employees.

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to Belmont either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that Supportive Services shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(2) Supportive Services reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to the Town, either personally or by certified mail. Supportive Services further reserves the right to

Attachment: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

terminate this Agreement for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to Supportive Services upon such termination shall be based upon the value of the services performed by Supportive Services up to the effective date of termination.

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by Supportive Services in writing, addressed to the Town's Planning Director for subsequent action.

16. Supportive Services agrees to comply with all applicable federal requirements and standards as pertains to audits of sub recipients of federal funds under the federal Community Development Block Grant Program.

17. **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.

18. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**
(a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower

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income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

19. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

Supportive Services shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. Supportive Services shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontract, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town of Amherst necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town of Amherst's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Amherst under section 104(h) of the Housing and Community Development Act of 1974.

20. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

21. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

No member, officer, or employee of Supportive Services or its designees or agents, no member of the governing body of the Town of Amherst and no other public official of the Town of Amherst

Attachment: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. Supportive Services shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

22. **Prohibition Against Payments of Bonus or Commission.**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining H.U.D. approval of the application for such assistance, or H.U.D. approval of applications for additional assistance, or any other approval or concurrence of H.U.D. required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

23. **Nondiscrimination in Housing.**

Supportive Services shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing of housing, block busting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership and participation in, any multiple-listing service or real estate brokers' organization for discriminatory purposes.

24. **Hatch Act**

Supportive Services agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Attachment: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

25. **Conflict of Interest**

Supportive Services agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards to conflicts of interest in conducting activities related to this Agreement.

26. **Funding Source Recognition**

Supportive Services shall insure recognition of the role of the Community Development Block Grant funding source in providing services through this agreement. All activities, publications and items created pursuant to this Agreement shall be labeled as to funding source.

27. **Lobbying & Religious Activities**

By signing this Agreement, Supportive Services certifies that no federal funds have been paid or will be paid, by or on behalf of it, to any person for lobbying activities including influencing or attempting to influence an officer or employee of any state, local or federal agency or elected office. In addition, Supportive Services agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religious instruction or proselytization.

28. **Compliance**

The obligation of Supportive Services to comply with the provisions of paragraph 17 through 28 of this Agreement shall inure to the benefits of the United States, H.U.D. and the Town of Amherst, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to complete compliance therewith by Supportive Services.

Supportive Services shall, by contractual requirement, covenant, or other binding commitment assure the compliance with the above provision of the provisions of paragraph 17 through 28 of this Agreement on the part of any contractor, subcontractor, transferee, successor in interest or other participant in any activities pursuant to this Agreement.

Attachment: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

SUPPORTIVE SERVICES, INC. 2025 CONTRACT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

SUPPORTIVE SERVICES CORPORATION

By: _____
S. Madeleine Nagy, Executive ~~Director~~

PRIVATE CORPORATION ACKNOWLEDGMENT

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

On the 29th day of September in the year Two Thousand Twenty-Five, before me, the undersigned, personally appeared S. Madeleine Nagy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

ANITA J. WOLNIEWICZ
Notary Public, State of New York
Qualified in Erie County
My Commission Expires: 2/28/27
Reg # 01WO4770

MUNICIPAL CORPORATION ACKNOWLEDGMENT

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

On the_____day of_____, in the year Two Thousand Twenty-Five, before me, the undersigned, personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

Attachment: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

EXHIBIT "A"

SCOPE OF SERVICES AND REPORTING REQUIREMENTS

1. Project Description

The goals of Supportive Services Corporation's Energy Conservation Program are:

a) To analyze the energy efficiency of low-income and elderly households in Erie County.

b) To determine the most efficient energy saving improvements for these households on their energy audit results.

c) To install home energy conservation materials in low-income family and elderly households in Erie County.

2. Activities to be performed (Administrative cost per unit serviced)

a) Targeted Investment Protocol System (TIPS) Audit

The TIPS Audit is a method by which energy conservation funds are directed to techniques which provide the greatest savings to investment ratio.

b) Home Weatherization

Home weatherization activities will include such things as caulking and weather stripping of doors and windows, insulating houses, and installation of storm windows.

3. Units of Activity

Progress in meeting the goals of this project will be measured as follows:

a) Number of home energy audits conducted
b) Number of job write-ups completed
c) Number of recipients certified eligible for energy conservation assistance
d) Number of households insulated

4. Staffing

Administrative, fiscal and report duties will be performed by the executive director, the fiscal manager and office manager. A project director with expertise training in construction will be responsible for supervision and managing the entire project.

All home weatherization will be completed by professional insulation subcontractors and/or in-house crews.

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5. Recipient Eligibility

The Program shall be administered in keeping with HUD, State Department of Energy (SDOE) regulations and federal and state laws using the following guidelines:

All project activities shall be limited to households of individuals who are at or below 150% of the poverty level determined in accordance with criteria established by the Director of the Office of Management and Budget and who live in Erie County, outside the city of Buffalo.

Low-Income household will be defined by the following NYS Homes & Community Renewal guidelines:

a)

Number in Household	Income Guidelines
1	$ 39,864
2	$ 52,140
3	$ 64,404
4	$ 76,680
5	$ 88,944
6	$101,208

b) Or, a household which contains a member who has received cash assistance payments under Title IV or XVI of the Social Security Act or applicable state or local law during the 12-month period preceding the determination of eligibility for home energy conservation assistance.

6. Record Keeping

All records will be kept as required by New York State and will fully disclose the amount and disposition of funds, the total costs of operating the project and all records necessary for an effective audit and performance evaluation.

Supportive Services administrative and fiscal procedures mandate accurate record keeping of the actual time worked by all employees. Personnel records documenting the qualifications, salaries and work schedules of all project employees will be maintained on file by the Corporation's Personnel Unit.

Fiscal record keeping for the project will be the responsibility of the Corporation's Fiscal Unit, whose staff as the expertise and time to assist in implementing the entry accrual accounting system, which is audited by an independent accounting firm.

BUDGET

Two hundred ($200.00) administrative fee per single family residence in the Town of Amherst and eligible material cost and labor for each single-family home.

Attachment: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

FY 2025 INCOME GUIDELINES & STATS CHART

Verification of household income must be supplied. To qualify, you must be under 80% of the FY 2025 median income guidelines below:

Annual Household Income – FY 2025

(Effective June 1, 2025)

Household Size	Median Income	80% AMI	50% AMI	30% AMI
1	$ 70,700	**$ 56,600**	$ 35,350	$21,250
2	$ 80,800	**$ 64,650**	$ 40,400	$24,250
3	$ 90,900	**$ 72,750**	$ 45,450	$27,300
4	$101,000	**$ 80,800**	$ 50,500	$30,300
5	$109,100	**$ 87,300**	$ 54,550	$32,750
6	$117,200	**$ 93,750**	$ 58,600	$35,150
7	$125,300	**$ 100,200**	$ 62,650	$37,600
8	$133,400	**$ 106,700**	$ 66,700	$40,000

HOUSEHOLD CHARACTERISTICS: Complete one line for each household assisted. One code only in each block.

# MEMBERS ASSISTED IN HOUSEHOLD	% HOUSEHOLD INCOME	RACE OF HEAD OF HOUSEHOLD *	HISPANIC **Y/N**	FEMALE HEAD OF HOUSEHOLD **Y/N**

***Race of Household**

11-Caucasian
12-African American
13-Asian
14-American Indian or Alaskan Native
15-Native Hawaiian or other Pacific Islander
16-American Indian/Alaska Native & White
17-Asian & Caucasian
18-African American & Caucasian
19-American Indian or Alaskan Native & African American
20-Other Multi-Racial

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Consultant Minor Exposure Addendum to Contract

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 Consultants 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, Consultant 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 Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant 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: Consultant 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: Consultant 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) Consultant shall furnish the above insurances, including sub-Consultants' 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) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

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.

Attachment: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant 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 Consultant 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 Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

Attachment: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

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:

Supportive Services Corporation
Print Name of Company

By: _____
S. Madeleine Nagy, Executive Director

Date: 29 September 2025

Agreed to and Accepted by:

Town of Amherst
Print Name of Company

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

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.

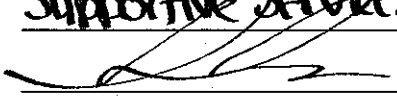
By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

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: Supportive Services Corp

Signature: 

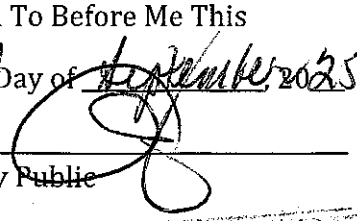
Print Name: SMadeleine Nasy

Title: CEO

Date: 29 September 2025

Sworn To Before Me This

29th Day of September 2025



Notary Public

ANITA J. WOLNIEWICZ
Notary Public, State of New York
Qualified in Erie County
My Commission Expires: 2/28/21

Revised 4.2017

Reg# 01W0477708

Attachment: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

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)
SUPPORTIVE SERVICES CORPORATION

245 ELMWOOD AVENUE
BUFFALO, NY 14222

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
716-881-6350

1c. Federal Employer Identification Number of Insured or Social Security Number
161075068

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"
DBL525218

3c. Policy effective period
01/01/2025 to 12/31/2026

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

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

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

Date Signed 9/24/2025 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 Wade Harrison, President

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: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

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: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/24/2025

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

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

PRODUCER
USI Insurance Services, LLC
726 Exchange St. Ste 618
Buffalo, NY 14210
855 874-0123

CONTACT NAME: Michael Marchese
PHONE (A/C, No, Ext): 716 314 2052 **FAX (A/C, No):**
E-MAIL ADDRESS: michael.marchese@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : CorePointe Insurance Company	10499
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Supportive Services Corporation
245 Elmwood Avenue
Buffalo, NY 14222

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X	X	PHPK2572695016	06/30/2025	06/30/2026	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 $20,000 $1,000,000 $3,000,000 $3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	PHPK2572695016	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB / OCCUR X EXCESS LIAB / X CLAIMS-MADE DED X RETENTION $10,000	X		PHUB870932016	06/30/2025	06/30/2026	EACH OCCURRENCE AGGREGATE $	$2,000,000 $2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CPW1003129	12/31/2024	12/31/2025	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
A	Blkt, Bus. Prop.			PHPK2572695016	06/30/2025	06/30/2026	$172,224 Limit	

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

RE: Operations usual to the above named insured.
Additional Insured/Waiver of Subrogation coverage shown above and marked with an X apply only when such coverage is required by written contract signed by the insured prior to a loss TO THE EXTENT COVERED BY:

GENERAL LIABILITY:
(See Attached Descriptions)

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Attachment: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

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DESCRIPTIONS (Continued from Page 1)

PI-GLD-HS NY 10/11 - General Liability Deluxe Endorsement: Human Services
CG2503 05/09 - Designated Construction Project Aggregate
CG2504 05/09 - Designated Locations Aggregate
CG2026 04/13 - Additional Insured Designated Person or Organization
CG2028 04/13 - Additional Insured Lessor of Leased Equipment

AUTOMOBILE LIABILITY:
PI-CA-001 09/15 NY - Commercial Automobile Elite Endorsement

UMBRELLA LIABILITY:
PI CXL 001 03/14 - Commercial Excess Liability policy form - Additional Insured - covered under the "underlying insurance," Subject to the limitations upon coverage under such policy.

Additional Insured: Town of Amherst as per written contract.

Attachment: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

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) **Supportive Services Corporation** **245 Elmwood Ave** **Buffalo, NY 14222** 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) 881 6350** 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured **16 1075068**
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **Town of Amherst** **5583 Main St** **Williamsville, NY 14221**	**3a. Name of Insurance Carrier** **Technology Insurance Company Inc** **3b. Policy Number of entity listed in box "1a":** **CPW1003129** **3c. Policy effective period:** **12/31/2024 to 12/31/2025** **3d. The Proprietor, Partners or Executive Officers are: included.**

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 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 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.***

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: Stephen Geib
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 12/12/2024
(Signature) (Date)

Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: (716)314-2035

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) www.wcb/state.ny.us

Attachment: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

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: Signed_contract_2025 (RES-2025-881 : Contract with Supportive Services Corporation CRS #5849)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31007 **RESOLUTION 2025-882** **ADOPTED**

To Authorize the Supervisor to Sign an Agreement with Belmont Housing Resources for WNY, Inc. for Housing Counseling Services CRS #5858

WHEREAS, the Town has budgeted Community Development Block Grant funds for housing counseling services; and

WHEREAS, Belmont Housing Resources for WNY, Inc. has proven to be an excellent provider of comprehensive housing counseling services; including pre-purchase workshops and counseling, post-purchase workshops and counseling, mortgage default counseling, and rental assistance counseling; and

WHEREAS, Community Development staff recommends that the Town contract with Belmont Housing Resources for WNY, Inc. for the provision of said housing counseling services for the period of April 1, 2025 through March 31, 2026; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into a contract with Belmont Housing Resources for WNY, Inc. attached hereto, and for an amount not to exceed $16,500.00 for the period of April 1, 2025 through March 31, 2026.

10/14/2025
Consent

FINANCIAL IMPACT:

The funds necessary to enter into a contract with Belmont Housing Resources for WNY, Inc. have been budgeted in the FY 2025 (N25-35 4000) CDBG budget. 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, Marinucci

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

October 7, 2025

Agenda of October 14, 2025

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

Subject: Contract with Belmont Housing Resources for WNY, Inc. for housing counseling services

Honorable Board Members:

The Town has budgeted FY 2025 Community Development Block Grant (CDBG) funds for housing counseling services, including pre-purchase, mortgage default and renter counseling. These services are especially vital to the Town's first-time homebuyer program. Community Development staff recommends that the Town contract with Belmont Housing Resources (Belmont) for these services for 2025 be approved. Belmont has performed admirably in providing these services to Town residents under the past contracts.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a contract with Belmont Housing Resources for the period April 1, 2025 through March 31, 2026. Adequate funds are available in the CDBG budget to cover the maximum $16,500.00 cost of the proposed contract.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Belmont\FY2025\TB_Letter_10.7.25.docx

Attachment: signed_tbletter_10.14.25 (RES-2025-882 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5858)

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2025 between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street, Williamsville, New York 14221 (herein after referred to as the "Town"), and BELMONT HOUSING RESOURCES FOR WNY, INC. (formerly Belmont Shelter Corp.), a private, not-for-profit corporation incorporated under the laws of New York State, with its principal office for the transaction of business at 2393 Main Street, Buffalo, New York 14214 (hereinafter referred to as Belmont.).

WITNESSETH:

WHEREAS, the Town has received federal funding under the Housing and Community Development Act of 1974, as amended and one the purposes of said Act is to expand and improve the quality and quantity of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities; and

WHEREAS, the provision of comprehensive housing counseling services, especially mortgage default counseling, pre-purchase counseling, and information to low and moderate income residents of the Town of Amherst would constitute an expansion and improvement of the quantity and quality of community services and technical assistance consistent with the purposes of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, Belmont has successfully provided a program of comprehensive housing counseling services for Erie County residents.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst.
   (b) "Belmont" shall mean the Belmont Housing Resources for WNY, Inc.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" -- Scope of Services and Reporting Requirements.
   (b) Exhibit "B" -- 2025 Income Guidelines and Stats Chart.

3. Belmont, for consideration herein provided, shall perform the services as described in Exhibit "A attached hereto and made a part hereof.

Attachment: Signed contract_10.2.25 (RES-2025-882 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5858)

4. Belmont shall prior to execution of this Agreement provide to the Town certificates of insurance evidencing compliance with the provisions of the Addendum to Contract attached hereto and incorporated herein. Belmont agrees to defend, indemnify and hold-harmless the Town from and against all claims, liability and damages resulting from or arising out of performance by Belmont of the terms and conditions of this Agreement.

5. The Town agrees to pay Belmont not more than sixteen-thousand five hundred dollars (**$16,500.00**) during the one-year period from April 1, 2025 through March 31, 2026 for the services it provides to Town residents.

6. Belmont shall submit to the Town quarterly payment vouchers and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with the first two requests for payment for the period covering April 1, 2025 through December 31, 2025 to be submitted no later than January 10, 2026 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned vouchers and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all vouchers submitted to the Town by Belmont shall not exceed $16,500.00.

7. Belmont agrees that it shall keep and maintain separate books of account and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for the federal government all Belmont's facilities, books and other financial and statistical data as they relate to the application, acceptance, and use of federal funds for this federally assisted program. The Town and Belmont agree to comply with the regulations, policies, guidelines and requirements of Office of Management and Budget Circulars A-102, and A-133 as they relate to the application, acceptance and use of federal funds for this federally assisted program.

8. Belmont agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except for responsibilities that fall under 24 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to be carried out in a manner consistent with all other federal, state and local laws.

9. This Agreement shall be valid only to the extent of the funds made available to the Town pursuant to its program year application under Title I of the Housing Community Development Act of 1974, as Amended, for the purposes of the terms of this Agreement. Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States

Attachment: Signed contract_10.2.25 (RES-2025-882 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5858)

Department of Housing and Urban Development in the amount stipulated in the 2025 Annual Action Plan as approved by the Amherst Town Board on February 24, 2025.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be in effect from April 1, 2025 through March 31, 2026. The Town may agree to extend this Agreement for an additional twelve month period.

12. Belmont shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with Belmont's status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to Belmont or its employees.

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to Belmont either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that Belmont shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(2) Belmont reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to the Town, either personally or by certified mail. Belmont further reserves the right to terminate this Agreement for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to Belmont upon such termination shall be based upon the value of the services performed by Belmont up to the effective date of termination.

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by Belmont in writing, addressed to the Town's Planning Director for subsequent action.

Attachment: Signed contract_10.2.25 (RES-2025-882 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5858)

16. Belmont agrees to comply with all applicable federal requirements and standards as pertains to audits of sub recipients of federal funds under the federal Community Development Block Grant Program.

17. **Nondiscrimination**

Belmont shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and 109 of Title I of the Housing and Community Development Act as amended of 1974, Section 505 of the Rehabilitation Act of 1973 (29 U.S.C. Section 974), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act (39 U.S.C. Chapter 42) and all regulations promulgated with respect thereto including the regulations under 24 CFR Part 1. No person in the United States shall on the ground of race, age, color, creed, religion, national origin, sex, disability, or because he or she is a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, activity, or service provided pursuant to this Agreement.

18. **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.

19. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

(a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be

Attachment: Signed contract_10.2.25 (RES-2025-882 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5858)

awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

20. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

Belmont shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. Belmont shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontract, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town of Amherst necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town of Amherst's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Amherst under section 104(h) of the Housing and Community Development Act of 1974.

21. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

22. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

No member, officer, or employee of Belmont or its designees or agents, no member of the governing body of the Town of Amherst and no other public official of the Town of Amherst who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. Belmont shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

23. **Prohibition Against Payments of Bonus or Commission.**

Attachment: Signed contract_10.2.25 (RES-2025-882 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5858)

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining H.U.D. approval of the application for such assistance, or H.U.D. approval of applications for additional assistance, or any other approval or concurrence of H.U.D. required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

24. **Nondiscrimination in Housing.**

Belmont shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing of housing, block busting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership and participation in, any multiple-listing service or real estate brokers' organization for discriminatory purposes.

25. **Hatch Act**

Belmont agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

26. **Conflict of Interest**

Belmont agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards to conflicts of interest in conducting activities related to this Agreement.

27. **Funding Source Recognition**

Belmont shall insure recognition of the role of the Community Development Block Grant funding source in providing services through this agreement. All activities, publications and items created pursuant to this Agreement shall be labeled as to funding source.

28. **Lobbying & Religious Activities**

By signing this Agreement, Belmont certifies that no federal funds have been paid or will be paid, by or on behalf of it, to any person for lobbying activities including influencing or attempting to influence an officer or employee of any state, local or federal agency or elected office. In addition, Belmont agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religious instruction or proselytization.

Attachment: Signed contract_10.2.25 (RES-2025-882 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5858)

29. **Compliance**

The obligation of Belmont to comply with the provisions of paragraph 17 through 28 of this Agreement shall inure to the benefits of the United States, H.U.D. and the Town of Amherst, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to complete compliance therewith by Belmont.

Belmont shall, by contractual requirement, covenant, or other binding commitment assure the compliance with the above provision of the provisions of paragraph 17 through 28 of this Agreement on the part of any contractor, subcontractor, transferee, successor in interest or other participant in any activities pursuant to this Agreement.

Attachment: Signed contract_10.2.25 (RES-2025-882 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5858)

BELMONT HOUSING RESOURCES, INC. 2025 CONTRACT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

BELMONT HOUSING RESOURCES FOR WNY, INC.

By: Joyelle Tedeshi
Joyelle Tedeshi, VP Housing Programs

PRIVATE CORPORATION ACKNOWLEDGMENT

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

On the 2 day of October, in the year Two Thousand Twenty-Five, before me, the undersigned, personally appeared Joyelle Tedeshi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Angelica Hernandez
Notary Public
Lic. #: 01HE6285495
Exp: 07/08/2028

Angelica Hernandez
NOTARY PUBLIC

MUNICIPAL CORPORATION ACKNOWLEDGMENT

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

On the_____day of_____, in the year Two Thousand Twenty-Five, before me, the undersigned, personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

Attachment: Signed contract_10.2.25 (RES-2025-882 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5858)

EXHIBIT "A"

SCOPE OF SERVICES AND REPORTING REQUIREMENTS

SCOPE OF SERVICES:

Belmont shall perform the following professional services:

RENTER ASSISTANCE COUNSELING will be provided to low and moderate income residents of the Town to help them find decent affordable housing, to provide assistance in resolving landlord-tenant disputes, to provide information on the rights and responsibilities of tenants and landlords, and to provide, when appropriate, referrals to and follow-up contacts with agencies or organizations able to assist in the resolution of client problems.

DELINQUENCY AND DEFAULT COUNSELING will be offered to assist homeowners facing default on home-secured loans or mortgages by seeking to develop feasible repayment schedules acceptable to the bank or by developing other alternatives.

PREPURCHASE COUNSELING will be offered, upon referral by HUD, to residents whose FHA mortgage insurance has been rejected. Other referrals will be made by banks and the many social service organizations which cooperate with Belmont. A Belmont counselor will advise the client on home ownership responsibilities, budgeting of funds and the use of credit, according to the client's needs.

HOUSING REHABILITATION COUNSELING will be available to Town residents upon referral by the Town's Community Development staff. Belmont counselor will do a thorough income analysis, reviewing the client's monthly financial outlays and income in order to determine ability to afford the additional monthly payment of a rehabilitation loan. Belmont will provide Town staff with a copy of its income analysis and assessment of the client's ability to afford an additional monthly payment.

Belmont staff will be available in the Town Hall upon request. Counseling will take place on an individual basis and in the form of workshops requested by the Town. Additional counseling hours may be provided at either Town Hall or Harlem Road Community Center or Belmont Housing Resources for WNY, Inc. office or one of the satellite offices Belmont has provided under other counseling contracts. All services will be provided between April 1, 2025 and March 31, 2026.

All Individual counseling on any of the topics outlined in this section includes any individual at the Town who does not attend one of the Town's scheduled Workshops. It is based on an average of 4 hours per client and at a rate of $25.00 for housing counselor's salary/benefits, plus an additional $10.00 for materials (handbooks, etc.)

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EXHIBIT "A" CONTINUED

SCOPE OF SERVICES AND REPORTING REQUIREMENTS

This cost includes:

Staff time of Marketing Manager: developing and distributing marketing material and press releases.
Cost of supplies, workbooks, materials, and copies for the workshop using an average of 15 clients per workshop @ $10.00 per client.

Staff time of counselors: Coordinating guest speakers, developing, gathering, and copying presentation material and hand-outs, drive time, as well as the presentation hours of the workshop.

Mileage reimbursement to staff.

Advertisements:

If the Town wishes to place ads in the local Amherst Bee or other newspaper for any workshop, the Town will reimburse Belmont for the cost, which will be included in the quarterly invoice. The cost of advertisements currently in the *Amherst Bee* are as follows:

2 columns x 4 inch: $285.29
2 columns x 6 inch: $425.88

The Town may also require quarterly advertisements be placed which advertise the Town's Housing Counseling Services and referral service. The Town will reimburse Belmont for the cost of the advertisements in the quarterly invoices.

REPORT AND VERIFICATION SYSTEM:

1. Belmont will provide the following information to the Town on a quarterly basis:

   Belmont quarterly statistical report showing levels of counseling assistance provided to Amherst residents/potential residents by sex, race, ethnicity, (e.g., Hispanic) and household income % AMI and type of assistance requested, (e.g., mortgage default) for the quarter. Belmont will provide a simple count for units of renter assistance during the period.

   Belmont will not be required to submit any other information than that described in this Section 1 in order to verify delivery of the services described above in this Exhibit "A".

2. The Town may designate a Town Monitor to review Belmont's case files of Town residents on an annual basis. The person acting as monitor for the Town shall be associated with the Town's Community Development Program, namely, one of the following:

   a. Principal Planner
   b. Community Development Specialist

3. The reviews of case files by the Town Monitor will take place at the main office of Belmont, 2393, Main Street, Buffalo, New York 14214. No case file information or copies of case file information will be removed from that office.

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EXHIBIT "A" CONTINUED

PROGRAM BUDGET

4. The Town Monitor described in Section 2 above shall be responsible for the confidentiality of any client information obtained by review of Belmont's files.

5. The person(s) to whom the Town Monitor reports shall likewise be responsible for the confidentiality of any client information obtained by the Town Monitor's review of the Belmont files.

Housing Counselor: 20 hours/month In Town, Belmont Housing Resources for WNY Office or other determined location

Individual counseling includes but is not limited to pre-purchase, reverse mortgage, predatory lending, foreclosure prevention, rental, post purchase/home maintenance, and financial management including credit, debt and budget counseling.

Estimated people counseled: 55 @ $120.00

Workshops (20): Includes preparation, travel, class time and materials

Group presentations on topics such as:
2 Part or Stand Alone

□ Financial Literacy: Budgeting, Debt and Credit, Saving, Banking, Predatory Lending etc.		$400
□ Pre-Purchase; preparing people to buy their first home		$400
(Two-part Series Homebuyer Education Certification Class)	**Total:**	**$800**

□ Post-Purchase; teaching new homeowners, in particular, how to maintain their home, budget/save for future repairs/improvement, etc.
□ Rental; "Get the Edge – The Renters' Edge"
□ Predatory Lending / Foreclosure Prevention Strategies $400

Outreach and Publicity: not to exceed
Develop and distribute posters, press releases, advertisements, mailings, flyers.

Total **$16,500**

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FY 2025 INCOME GUIDELINES & STATS CHART

Verification of household income must be supplied. To qualify, you must be under 80% of the FY 2025 median income guidelines below:

Annual Household Income – FY 2025

(Effective June 1, 2025)

Household Size	Median Income	80% AMI	50% AMI	30% AMI
1	$ 70,700	**$ 56,600**	$ 35,350	$21,250
2	$ 80,800	**$ 64,650**	$ 40,400	$24,250
3	$ 90,900	**$ 72,750**	$ 45,450	$27,300
4	$101,000	**$ 80,800**	$ 50,500	$30,300
5	$109,100	**$ 87,300**	$ 54,550	$32,750
6	$117,200	**$ 93,750**	$ 58,600	$35,150
7	$125,300	**$ 100,200**	$ 62,650	$37,600
8	$133,400	**$ 106,700**	$ 66,700	$40,000

HOUSEHOLD CHARACTERISTICS: Complete one line for each household assisted. One code only in each block.

# MEMBERS ASSISTED IN HOUSEHOLD	% HOUSEHOLD INCOME	RACE OF HEAD OF HOUSEHOLD *	HISPANIC Y/N	FEMALE HEAD OF HOUSEHOLD Y/N

***Race of Household**
11-Caucasian
12-African American
13-Asian
14-American Indian or Alaskan Native
15-Native Hawaiian or other Pacific Islander
16-American Indian/Alaska Native & White
17-Asian & Caucasian
18-African American & Caucasian
19-American Indian or Alaskan Native & African American
20-Other Multi-Racial

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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 Consultants 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, Consultant 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 Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant 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: Consultant 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: Consultant 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) Consultant shall furnish the above insurances, including sub-Consultants' 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) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

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.

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6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant 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 Consultant 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 Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

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10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:	Agreed to and Accepted by:
Belmont Housing Resources for WNY, Inc Print Name of Company	Town of Amherst
By: _____ Signature	By: _____ Brian J. Kulpa, Supervisor
Joyelle Tedeschi, Vice President Housing Programs Printed name	Brian J. Kulpa, Supervisor Printed name
Date: 10/2/2025	Date: _____

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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: Belmont Housing for WNY, Inc.

Signature: Jayelle Tedeschi, MSW

Print Name: Jayelle Tedeschi, MSW

Title: Vice President of Housing Programs

Date: 10.2.2025

Sworn To Before Me This

2 Day of October, 2025

Angelica Hernandez

Notary Public

Angelica Hernandez
Notary Public
Lic. #: 01HE6285495
Exp. 07/08/2029

Revised 4.2017

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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)	1b. Business Telephone Number of Insured
Belmont Housing Resources For WNY 2393 Main Street Buffalo, NY 14214 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	716-884-7791-164 1c. Federal Employer Identification Number of Insured or Social Security Number 161080227
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 **The Guardian Life Insurance Company of America** 3b. Policy Number of Entity Listed in Box 1a 00939521-0000 3c. Policy Effective Period 01/01/2025 to 01/01/2026

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

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

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

Date Signed 01/30/2025 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Michael Prestileo, Head of Group Benefits Strategy, Product & Underwriting

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)

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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.

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BELMHOU-01 CHARRIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/3/2025

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	CONTACT NAME:	
Sentz Carlson Agency, Inc. 84 Sweeney Street North Tonawanda, NY 14120	PHONE (A/C, No, Ext): (716) 695-2400	FAX (A/C, No): (716) 695-3969
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Insurance Company	
INSURED	INSURER B :	
Belmont Housing Resources for WNY Inc 2393 Main Street Buffalo, NY 14214	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: POLICY PRO-JECT LOC OTHER:	X		PHPK2683544	5/15/2025	5/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,0($ 100,0($ 5,0($ 1,000,0($ 2,000,0($ 2,000,0(
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			PHPK2683544	5/15/2025	5/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,0($ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB910615	5/15/2025	5/15/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 5,000,0($ $ 5,000,0(
	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	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Amherst is included as additional insured on a primary and non-contributory basis.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)
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NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^ ^ ^ ^ ^ ^ 161080227
SENTZ CARLSON AGENCY INC
C/O NORTHWOODS CORP
8810 MAIN ST
WILLIAMSVILLE NY 14221

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
BELMONT HOUSING RESOURCES FOR WNY INC 2393 MAIN STREET BUFFALO NY 14214	TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B1315 760-7	232873	03/07/2025 TO 03/07/2026	3/21/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1315 760-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 767956995

U-26.3

Attachment: Signed contract_10.2.25 (RES-2025-882 : Contract with Belmont Housing Resources for WNY, Inc. CRS #5858)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31019 **RESOLUTION 2025-883** **ADOPTED**

Directive to Pay Outstanding Invoices SHI International Corp.

TOWN BOARD AGENDA: OCTOBER 14, 2025

TO: **Town Board**

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

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

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

WHEREAS, the Town of Amherst Police Department used grant funding to purchase public safety dispatch equipment and computer equipment from SHI International Corp., utilizing the NYS OGS pricing August 5, 2025; and

WHEREAS, SHI International Corp. has fulfilled these orders in a timely manner; and

WHEREAS, the Contract Compliance Department has determined that some of the items purchased were not single award items through NYS OGS and therefore the invoices have not been paid; and

THEREFORE BE IT RESOLVED, that the Town Board direct the Police Department and the Comptroller's Office to pay these outstanding invoices from SHI International Corp.

SPC:msl
C: Tim Koller, Deputy Town Clerk (**Agenda Item: October 14, 2025**)

10/14/2025
Consent

FINANCIAL IMPACT:

KP2102 .4972: $3,873.55

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31020 **RESOLUTION 2025-884** **ADOPTED**

Erie County Society for the Prevention of Cruelty to Animals D/B/A SPCA Erie County (CRS #5841) Agreement to Adopt Unclaimed Seized Dogs

TOWN BOARD AGENDA ITEM: OCTOBER 14, 2025

TO: **Town Board**

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

RE: **Erie County Society for the Prevention of Cruelty to Animals d/b/a SPCA Erie County (CRS #5841) Agreement to Adopt Unclaimed Seized Dogs**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and the Erie County Society for the Prevention of Cruelty to Animals d/b/a SPCA Erie with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: October 14, 2025)**

10/14/2025
Consent

FINANCIAL IMPACT:

A 3510 .4110: Fees to vary for each transferred dog: Amount TBD

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

AGREEMENT

THIS AGREEMENT made this 1st day of November 2025 by and between the Town of Amherst, New York (the "Town") and the Erie County Society for the Prevention of Cruelty to Animals d/b/a SPCA Serving Erie County, a not-for-profit corporation having an office located at 300 Harlem Road, West Seneca, New York, 14224 (the "SPCA").

WITNESSETH
WHEREAS the Town and the SPCA desire to enter into a contract providing that after the statutory holding period as per New York State Agricultural and Markets Law, a seized dog may be offered for adoption by the Town or the SPCA according to New York State Agricultural and Markets Law, Article 7 and Article 26.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. During the term of this Agreement, SPCA will only accept dogs that it considers safe adoption candidates after they have been held the legal stray holding period as determined by NYS Agriculture and Markets laws unless otherwise stated within this contract. The Town will be responsible for identifying dogs who are overtly behaviorally unsound, suffering irredeemably, or dangerous with people or other animals. In that event, the Town shall be responsible for the animal's humane euthanasia at the veterinary facility of its choice. The Town understands that its representatives are welcome to contact SPCA's behavior department with any questions pertaining to behavior or temperament.
    a. Prior to scheduling any transfer appointments, the Town shall complete and submit an Intake Assessment Form to the SPCA. Upon receipt and review of the completed form, the SPCA shall have the sole discretion to either approve the scheduling of a transfer appointment or decline acceptance of the dog for transfer, based on behavioral concerns or indications of unsound temperament. In the event that the SPCA declines the transfer, the Town shall be responsible for determining an alternative placement for the dog or, if deemed appropriate and humane, proceeding with euthanasia.
    b. If within 5 days of intake the SPCA determines that the animal presents with behaviors, conditions, or characteristics that differ materially from those represented by the Town in the Intake Assessment Form, the SPCA reserves the right to request that the Town retrieve said animal. Upon such request, the Town shall be responsible for all fees incurred related to the care and medical treatment of the animal as outlined in this agreement.

2. The term of this agreement shall commence on November 1st, 2025, and shall be automatically and continuously renewed for each succeeding calendar year until the Town or the SPCA provides written notice to the other, at least thirty (30) days prior to the commencement of the succeeding year, of its desire to terminate this Agreement.

3. The Town understands that it is their sole responsibility to seek and provide veterinary care for a sick or injured impounded animal. The Town agrees to seek said care from a licensed Veterinarian, and to adhere to the care/treatment recommendations from said Veterinarian. Contact information for the Veterinarian(s) routinely worked with by the Town will be furnished when the signed contract is returned to the SPCA. If the Town does not provide veterinarian information when returning this Contract, the Contract will be considered void. Furthermore, the Town understands and acknowledges that failure to provide medical care to an impounded animal in need may immediately void this agreement and could lead to criminal charges.
a) NYCRR, Part 77.2 requires that all dogs seized under AML, Article 7 "…shall be properly cared for, sheltered, fed and watered for the redemption period…" "Properly cared for" includes veterinary care when necessary. Any seized dog suffering from illness or serious injury must receive prompt treatment by a licensed veterinarian. A common sense evaluation of the seized dog by the DCO is necessary to determine when that care is necessary. For example, if a dog appears to have been hit by a car, has lacerations and possible fractures and is in pain, that animal needs to be seen by a veterinarian. The municipality is responsible for stabilizing care for that animal, but not for orthopedic surgery or other major surgery or diagnostics. Stabilization may include intravenous fluids, cleaning of wounds, supportive wraps for fractures; pain control, etc. Other examples would be a dog that is weak, unable to walk, is vomiting, etc., or a dog with porcupine quills. That dog also needs to be seen by a veterinarian. It is not acceptable to deliver a dog in need of veterinary care to a shelter and leave it in a cage when no arrangements have been made for treatment. This is of particular importance if a dog is delivered to the shelter after hours and left unattended in a cage when in need of veterinary care. The municipality could be subject to the Agriculture and

Attachment: 2025.2026 ACO.DCO Contract AMHERST (RES-2025-884 : SPCA Erie County (CRS #5841))

Markets cruelty law since needed care was not supplied. The municipality may have a formal arrangement with the shelter to assist in getting veterinary care, with the understanding that all cost will be borne by the municipality.

In circumstances where a dog's medical condition is too severe to be adequately maintained at the Town's holding facility, the dog may be transferred to the SPCA for medical evaluation and treatment, subject to the prior mutual agreement of both parties. The Town acknowledges that the SPCA is not equipped to provide acute or emergency medical care requiring 24-hour stabilizing treatment. Should the SPCA provide medical evaluation or stabilization but subsequently decline to accept the dog for transfer, the Town shall remain solely responsible for all costs associated with the medical care rendered by the SPCA.

4. In the event the Town feels that the physical condition of the dog at the time of initial impoundment may rise to the level of animal cruelty, the Town understands it may contact the SPCA. The SPCA agrees to arrange for the Town to bring the dog to the shelter and to have a member of its medical and/or Law Enforcement team examine the dog. If the SPCA deems the condition of the dog may in fact be evidence of the crime of cruelty to animals, the SPCA will accept said dog, hold the dog stray time and open an investigation. The Town understands that it must take the dog back, hold stray time, and provide medical treatment as described above in the event the SPCA declines to accept the dog for further investigation solely at the Town's own expense. The Town also agrees to reimburse the SPCA for any veterinary care provided to stabilize the animal while in the care of the SPCA.

5. In the event that a dog relinquished by the Town to the SPCA is subsequently euthanized due to significant medical or behavioral problems, euthanasia shall be performed by registered Licensed Animal Health Technicians employed by the SPCA and shall be carried out humanely with an injection of sodium pentobarbital.

6. All transfers of dogs from the Town to the SPCA shall be conducted strictly by appointment only. The SPCA shall accept dogs for transfer solely as space permits. The Town agrees to contact the SPCA in advance to schedule an appointment and confirm availability. All communications regarding transfer scheduling must be made by authorized agents or representatives directly to the SPCA's main telephone line during regular business hours, defined as 8:00 a.m. to 4:00 p.m. Contacting SPCA staff via personal telephone numbers is strictly prohibited. In the event that no staff member is immediately available, the Town shall leave a voicemail message with the Community Support Services Department. The SPCA acknowledges that, should space be unavailable, the Town may pursue alternative placement options for the dog(s) with other organizations.

7. The Town agrees to pay the SPCA the following fees for services rendered pursuant to this Agreement per dog:

a) A euthanasia fee of eighty dollars ($80.00)
b) A crematory and disposal fee of eighty dollars ($80.00).
c) An adoption fee of seventy-five dollars ($75.00).
d) Rabies vaccination fee of ten dollars ($10.00)

In the event that the Town identifies a potential adopter for a dog during the legal holding period and/or prior to transfer to the SPCA, and requests that the SPCA facilitate the adoption, the Town agrees to pay a facilitation fee of seventy-five dollars ($75.00). This fee shall cover the cost of spay/neuter surgery, microchipping, and administration of appropriate vaccinations prior to finalizing the adoption. The prospective adopter shall also be responsible for paying any applicable adoption fees as set by the SPCA at the time of adoption.

Should the prospective adopter decline to proceed with the adoption after services have been rendered and the dog remains in the custody of the SPCA, the Town shall be responsible for reimbursing the SPCA for the full cost of services provided. Furthermore, if the SPCA is unable to accept the dog into its adoption program, the Town shall retrieve the dog and return it to its holding facility. In such cases, the Town shall also reimburse the SPCA for the cost of care at a rate of thirty dollars ($30.00) for the first day and twenty dollars ($20.00) for each subsequent day the dog remains in SPCA custody.

The fees accrued during each month shall be paid no later than the fifteenth day of the next subsequent month. All fees are subject to change; written notice will be provided.

Attachment: 2025.2026 ACO.DCO Contract AMHERST (RES-2025-884 : SPCA Erie County (CRS #5841))

8. The Town acknowledges that it is solely responsible for providing animal control services within its municipality. The SPCA expects that the Town will make reasonable efforts to identify potential adopters for all dogs that are either signed over or cleared of the legal holding period.

   The Town may utilize adoption platforms such as Rehome and Home to Home, which are sponsored by the SPCA and publicly accessible via the SPCA's adoption website.

9. The Town agrees to pay the SPCA's reasonable attorney fees incurred in any legal action brought by the purported owner of the subject animals arising from the Towns seizure of said animal.

10. If it is necessary for the SPCA to accept a stray dog found within the Town, the Town agrees to pick up said dog within four (4) SPCA business hours of receiving a phone call from the SPCA. The Town understands that if the dog is not picked up, there will be a thirty dollar ($30.00) transport fee for an SPCA representative to deliver the dog to the Town's Animal Control Office. Additionally, if the Town fails to retrieve the dog within four (4) hours or is unavailable to accept said dog upon SPCA arrival to their holding facility, the Town agrees to reimburse the cost of care for the dog at the rate of thirty dollars ($30.00) for the first day and twenty dollars ($20.00) for each subsequent day. The Town also agrees to reimburse the SPCA for any veterinary care provided to stabilize the animal while in the care of the SPCA.

11. The Town agrees to send all Animal Control Officers, Dog Control Officers or any Agent of the Town acting in such a role where they have a responsibility to feed, clean, house, walk, accept, pick up or in any way interact with or provide care for animals as part of their Town duties to continuing education courses. This may include courses that they find independently or any training courses that are scheduled and hosted by the SPCA.

12. If for any reason the Town accepts and transports an owned animal for surrender, the Town understands the SPCA will not accept said animal without a completed SPCA Owner Surrender profile, paper proof of permanent ownership relinquishment to the Town, and reliable contact information for the previous owners.

13. The Town agrees to scan all stray dogs for a microchip, and to fully document any and all attempts to contact the registered owner. The Town understands that if a microchip is detected by the SPCA upon transfer, and it was not previously discovered by the Town, or the Town made no attempts to contact the owner, the SPCA will hold the dog for a period of 24 hours while attempt(s) are made to contact and locate the registered owner. The Town agrees to pay the SPCA for the additional holding period cost of care at a rate of thirty dollars ($30.00) for the first day and twenty dollars ($20.00) for each subsequent day the dog remains in SPCA custody and to reimburse the SPCA for any veterinary care. If the SPCA is unable to make contact with the registered owner or the owner fails to make contact after an initial attempt, the dog will become property of the SPCA and be available for adoption or humane euthanasia at the discretion of the SPCA.

14. The town agrees to provide the following information at the time of signing the contract:

    a. Names and contact information of any agent or representative of the of Town, whether designated as an animal control officer, dog control officer, or otherwise tasked with caring for dogs, as well as any individual who brings dogs to the SPCA for intake.
    b. The location of the Town's kennel facility or the names and locations of any businesses contracted by the Town to house dogs during the legal holding period. The SPCA reserves the right to request to view these facilities with prior consent from the Town or named businesses.
    c. Names of any other town, village, or other municipality that they provide Animal Control or Dog Control services for.

15. The Town and the SPCA each agree to cooperate and assist the other in fulfilling the terms of this Agreement.

16. The parties hereto represent and warrant to each other that they each have the full right, power and authority to enter into this Agreement.

17. This Agreement may only be modified or amended through the written consent of both parties hereto.

Attachment: 2025.2026 ACO.DCO Contract AMHERST (RES-2025-884 : SPCA Erie County (CRS #5841))

18. The town agrees to indemnify, defend, and hold harmless, the SPCA, its directors, officers and employees from and against any and all claims, actions, liabilities, damages, costs, expenses and reasonable attorney fees, including, but not limited to, those for personal injury and/or death and/or property damage, that arise against or are incurred by the Indemnified Party as a result of any breach, performance or non-performance by the Indemnifying Party of the terms and services set forth in this Agreement.

    The provisions this section shall survive the termination of this Agreement.

In witness whereof, the parties hereto have caused their hands and seals to be hereunto affixed the day and year first above written.

ERIE COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TOANIMALS ("SPCA")

By:_____
President & C.E.O.

TOWN OF AMHERST ("Town")

By:_____
Its:_____

Town Veterinarian Information: (Towns may not list the SPCA or E-Clinics as a veterinarian facility)

Veterinarian name: _____

Practice name: _____

Phone Number: _____

Veterinarian name: _____

Practice name: _____

Phone Number: _____

Animal Control or Dog Control Officers or Town Representatives:

Name: _____

Email: _____

Name: _____

Email: _____

Name and Location of Kennel Facility used by the Town: (If Any)

Name: _____

Owner: _____

Address: _____

_____

Phone Number: _____

Attachment: 2025.2026 ACO.DCO Contract AMHERST (RES-2025-884 : SPCA Erie County (CRS #5841))

Towns, Villages, and/or Municipalities that the Town provides Animal/Dog Control/Other Services for:

_____

_____

_____

Attachment: 2025.2026 ACO.DCO Contract AMHERST (RES-2025-884 : SPCA Erie County (CRS #5841))

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 31012 **RESOLUTION 2025-885** **ADOPTED**

Piggyback Agreement Erie County Bid 230218-004 Electric and Pump Motor Repair Volland Electric CRS - 5846

The Engineering Department, WPCF Division is requesting that the Town Board authorize the Supervisor to sign an agreement with Volland Electric allowing the Town of Amherst to piggyback on Erie County Bid 230218-004 Electric and Pump Motor Repair. This contract would be from date of Town Board approval through August 31, 2026.

Funds will be available in G9916-4922 / G9916-4960.

Thank you for considering this request.

10/14/2025
Consent

FINANCIAL IMPACT:

G9916-4922 / G9916-4960

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

AGREEMENT

Let this document stand as an agreement between Volland Electric and the Town of Amherst permitting the Town of Amherst to piggyback on Erie County BID 230218-004 Electric and Pump Motor Repair, which is awarded to Volland Electric through August 31, 2026. The term of this contract will be effective the date of Town Board approval by the Town of Amherst through August 31, 2026.

Agreed to and Accepted by:

VOLLAND ELECTRIC

By: _____
Signature

Kirk P. Graham
Printed name

President
Title

Date: 09/29/2025

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

TO: ALL USING DEPARTMENTS

FROM: Tricia Pierce, Buyer

DATE: September 9, 2025

SUBJECT: 230218-004 – Electric and Pump Motor Repair

Please be advised that the bid for Electric and Pump Motor Repair has been extended. The contract vendor is Volland Electric. The contract term is September 1, 2023 through August 31, 2026. This is the final extension. For your convenience the information is listed below.

BID NO.: 230218-004

VENDOR: Vendor #108550
VOLLAND ELECTRIC
75 Innsbruck Drive
Buffalo, NY 14227

TELEPHONE: 716-656-9900

FAX: 716-809-1095

MATERIAL GROUP: 929

PURCHASING GROUP: 004

Tmp

Attachment: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

SECTION 1: MOTOR REPAIR

I. **GENERAL:**

A. Scope:

1. Erie County Purchase Division is seeking a qualified electrical motor repair shop to repair electric motors and also pumps with integrated motors in the fractional to 500 HP range, including UL Certified, explosion proof repairs. for the period of September 1, 2023 through August 31, 2024 with the option to renew for two additional one-year periods. This will be a time and materials-based bid.

B. Locations:

Various locations throughout Erie County.

C. Experience:

All Bidders shall submit with their bid a description of their firm as it pertains to the repair, service, and testing of electric motors.

II. ***QUALITY ASSURANCE:***

A. Applicable Codes, Standards and References:

1. American National Standards Institute (ANSI).
2. Institute of Electrical and Electronic Engineers (IEEE).
3. National Electrical Manufacturers Association (NEMA).
4. Anti-Friction Bearing Manufacturers Association (AFBMA).
5. Electrical Apparatus Service Association (EASA).
6. International Electrical Testing Association (NETA).

B. Standard Products:

All replacement materials retrofit equipment and accessories shall be new. Remanufactured equipment may be acceptable in some cases but only with the approval of the County. Parts shall be the standard products of a manufacturer regularly engaged in the production of such material or equipment.

Attachment: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

C. *Quality Standards:*

1. The successful bidder shall submit to the County the applicable Quality Assurance (QA) and Quality Control (QC) policies and associated procedures.

2. The successful bidder shall comply with all current applicable codes and standards, including but not limited to those referenced in this specification.

III. ***EQUIPMENT AND BID INFORMATION:***

A. Price Quotes:

Upon receiving a motor from the County, the shop shall tear it down for evaluation. The shop shall then quote a price for parts and labor to repair the motor in accordance with these specifications.

The County will make a determination based on the shop's quote. The vendor will then be contacted and told whether to proceed with the repair, return the motor (disassembled) to the County or to scrap the motor.

Under no circumstances will the shop proceed with the repair before receipt of a Purchase Order number.

IV. ***MATERIALS AND REPLACEMENT PARTS REIMBURSEMENT:***

It is expected that for routine jobs the contract vendor will use materials from their own stock. The contractor shall not be required to submit individual invoices for such material but is expected to maintain supporting documentation for these material charges.

When material or replacement parts are required for a particular job, which **are not** standard stock materials or currently out of stock and required for the job, the contractor must submit a copy of their invoice showing the amount paid.

The County reserves the right to conduct an audit or to request documentary evidence to substantiate any prices billed for materials. The County may elect to provide materials from County supply contracts. The bidder shall maintain timely records of all materials furnished by the County or the bidder and installed as part of the work order. The County will not reimburse the contractor for any sales tax.

Attachment: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

v. ***WORK TO BE PERFORMED:***

A. The motor repair work outlined in this section is for all County motors ,any type, size and make that may need repair. The description is general only and shall not be construed as a complete listing of every item of work which may be required.

1. Pick up via your truck. No charge will be made for motor pick-up or delivery.

2. If the motor is shipped with coupling on the shaft, the coupling locations shall be marked before it is removed. The coupling must be replaced in the same exact position when balancing the rotor and before returning the motor.

Steps 3 thru 16 are for motors requiring a general reconditioning but not a rewind:

3. Bake all windings at 275 degrees F in a temperature-controlled oven to infinity ground.

4. Perform complete electrical tests on stator and rotor winding. Tests to be conducted at double the rated winding voltage plus 1,000 volts (NEMA standard).

Perform the following tests: Insulation resistance, dielectric absorption, polarization index (10:1 minute ratio), DC over-potential and phase balance (low voltage). Surge comparison is to be run before and after the shop test run on rewind and before dismantling on non-rewinds. Core loss test shall be run before and after the stator burnoff. Record all values and include them in final report to the County.

5. Inspect stator and rotor core for any loose or damaged lamination, rotor pullover or loose or damaged supports. Cast and Brazed rotors. Rotors shall be cleaned & tested for open bars, and open braze joints as appropriate for their design. Testing shall include a core test utilizing a current source such as LEXSCO core tester or equivalent along with visual core flaw detector composed of a two-ply Mylar/iron filling articulating sheet. Should there be any areas of concern at brazed areas between rotor bars and their shoring rings, the rotor shall be pre- heated to 350°F then checked for cracks with dye penetrant and a developer. Any irregularities found must be discussed with the Erie County representative.

6. If any looseness is found in Step #5, the component will have to be solvent cleaned, preheated to 150 degrees F and dipped in Class "H" epoxy resin varnish. Both stator and motor will be baked at 275 degrees F for a minimum of twelve (12) hours.

Attachment: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

7. If no problems are found in Step #5, then both the stator and rotor are to be heated to 150 degrees F and may be sprayed with Class "H" epoxy resin varnish. Both stator and rotor will be baked at 275 degrees F for a minimum of twelve (12) hours.

8. Rotor to be lathe mounted and shaft machined and polished to minimum runout. Scoring and grooving in the vicinity of the bearings and seals shall be repaired. Rotor bearing and seal journals are to be repaired using the following methods: A.) welding, grinding & polishing or B.) machining, hard chrome plating and polishing. The final journal dimension required for repaired journals will comply with the standard ABEC bearing tolerance charts for the bearing size required. **NOTE: Methods such as knurling, center punching and the use of resin fillers will not be acceptable methods of journal repair. Bearing journals will be micrometer checked.**

9. Check bearing housings using inside micrometers and compare against factory clearance limits. All rabbets and shaft paths to be checked for fit and distortion and repairs shall be made by cleaning-up/machining the endbell to accept (with an appropriate interference fit) an EZ Sleeve tubular insert (or equivalent product) followed by finish boring the sleeve insert's bore to the dimension required for the new bearing's OD as shown on standard ABEC bearing tolerance charts. **NOTE: Methods such as knurling, center punching and the use of resin fillers will not be acceptable methods of journal repair.**

10. For all motors of 25 H.P. or greater, mount shaft/rotor assembly in 5,000 lb. Stewart-Warner balancer or equal and dynamic balance to factory specifications or better. If the motor was shipped with a coupling half on the shaft, the coupling must be mounted on the exact same location before balancing.

11. Install new drive end and opposite end bearings with 200 or 300 series, C-3 fit ball bearings. The new bearings shall be sealed. Check bearing dimensions and mate bearings to bearing housings. The motor shall have a tag or plate affixed to it indicting that it has sealed bearings. The bearing grease shall be lubrication engineer's type 1275.

12. Replace connection box, cover and/or gasket if damaged or missing.

13. Replace connection box gasket.

14 Check fan blades for missing blades, damaged blades or any unacceptable imbalance.

15. The motor shall be painted G.E. blue-gray, USAi paint code #24.

16. The work on each motor must be completed and the motor returned within five (5) working days if no parts other than bearings are required.

Attachment: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

If motor is known to require a rewind, then the following work instructions will apply: (Insert at Step #3 and omit Steps #3 thru 7 listed above).

17. Motor shall be rewound with United Technologies Essex MR 200 Magnet Wire or equivalent. This wire is for motor applications subject to moisture. It must have a dielectric strength at the rated temperature of 4275 volts minimum. The thermal class under U.L. listing MW-35C shall be 200 degrees centigrade.

18. Insulating materials will be class H.

19. The rotor shall be dipped in a class H epoxy resin such as Epoxylite Epoxy Resin made by Elantra PDG, w/E-478 Epoxy Resin made by ELANTAS PDG, INC. or a substitute product epoxy resin as approved by Erie County. The stator shall be sealed against moisture by vacuum impregnation (V.P.I.) using Epoxylite Epoxy Resin made by Elantra PDG, w/E-478 Epoxy Resin made by ELANTAS PDG, INC. or a substitute product epoxy resin as approved by Erie County. The stator and rotor shall be baked at 275 degrees F for a minimum of twelve (12) hours.

20. Bring out leads to__* inch length without terminations.

21. When the stator is to be rewound, bring out the three leads for_* volts only.

**** To be specified by the County at the***

time of repair. Special Instructions for

"Explosion-Proof" Motors:

This motor operates in a Class I, Division I, Group D atmosphere. Your motor shop must be UL- approved to re-certify this motor for use in the explosive atmosphere described above.

The UL re-certification process is to include the installation of a new UL nameplate and the listing of this re-certification on the vendor's UL log book.

Be advised that this motor must have a "UL Rebuilt Motor" listing mark and must be rebuilt accordingly. The motor will need rewinding and new bearings.

Attachment: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

22. **No additional work will be authorized without the written consent of the County. Any such unauthorized work will result in forfeiture of payment.** If you have any problems with the work you must contact the County "Contact" listed on the purchase order **immediately.**

23. Contractor must give the County twenty-four (24) hours notice as to when the motor will be returned.

24. Return old parts to the County when requested.

VI. TESTING:

A. Test run the motor in the Contractor's shop at full voltage and until it reaches operating temperature. Check voltage and current balance. Perform a complete vibrational analysis: Radial in two (2) perpendicular planes, two (2) points in each plane and one (1) axial point. Perform gear spike energy analysis on both bearings.

B. Erie County reserves the right to be present and to observe these tests, therefore, it will be necessary to notify the County twenty-four (24) hours in advance of any test run.

C. Acceptance of the installation will occur after the motor has been installed, meggered and current and voltage reading taken under expected load.

D. All test results shall be reported on forms as recommended by the National Electrical Testing Association, (NETA), The Electrical Apparatus Service Association (EASA) or forms that are parts of an (ISO) followed service program. The results shall be in the proper units for dimensions. The Contractor shall submit with his schedule a list of all tests to be performed by any independent testing firm or by the Contractor's staff.

VII. FINAL REPORT:

The Contractor shall be required to furnish a final report giving all the as-found and as-left test measurement values. The report must be reviewed and signed by the Contractor's engineer or shop foreman. All test results can be submitted to the owner by email in a PDF format, MS Word or MS Excel document.

The original copies of all as-built drawings, wiring diagrams, schematics, O & M manuals and literature furnished by the County, used by the Contractor to perform the work, must be returned to the County within ten
(10) days of final acceptance.

Attachment: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

VIII WARRANTY:

All replacement parts and workmanship shall be warranted for two (2) years. The motor shop shall be prepared to provide evidence of strength supporting their capability to provide adequate warranty support. This may be accomplished by a shop visit in the case of shops performing motor repairs for the first time for the County.

Safety and precautions:

Safety practices shall include but are not limited to the following requirements:

a. Occupational Safety and Health Act.

b. Accident Prevention Manual for Industrial Operations, National Safety Council.

c. Applicable state and local safety operating procedures.

d. National Fire Protection Association - NFPA 70E.

e. American National Standards for Personal Protection.

Emergency/Overtime Repair Service:

The Bidder will be required to provide overtime and emergency repair service to Erie County as needed. The bidder must have all necessary tools needed to perform the emergency repairs.

Response Time

The bidder shall arrive at the emergency repair site according to the following:

a. Within three (3) hours from receipt of the emergency repair call Monday-Friday, 8:00AM to 5:00PM. (straight time).

b. Within three (3) hours from receipt of the emergency repair call Monday - Friday, 5:00 PM to 8:00 AM. and Saturdays (Overtime at one and one half times the labor rate).

c. Within four (4) hours from receipt of the emergency repair call Sundays and holidays. (Double Time).

Questions regarding motors or requirements should be directed to Kevin Kaminski, Erie County Sewer District #3. 716-823-8188.

Attachment: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

PRICING

Award will be based on a common motor job and an emergency motor job required by the County that includes the following:
6 hours of motor repair work
2 hours of machine work
1200.00 in parts.

Inspection fee	$ No Charge
Emergency/Overtime Inspection fee	$ No Charge
Hourly Rate Motor/Pump Repair Work	$48.00
Hourly Rate Emergency/Overtime Motor/Pump Repair Work	$53.00
Hourly Rate Machine Shop Repair Work	$44.00
Hourly Rate Emergency/Overtime Machine Shop Repair Work	$48.50
Material Markup Rate	Cost + 8%

NAME OF BIDDER Volland Electric Equipment Corporation

SIGNATURE _____ DATE 08/05/2023

Attachment: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

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: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

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: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

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:

Volland Electric Equipment Corp.
Print Name of Company

By: _____
Signature

Kirk P. Graham
Printed name

Date: 09/29/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

Company Name: Volland Electric Equipment Corp.

Signature: [signature]

Print Name: Kirk P. Graham

Title: President

Date: 09/29/2025

Revised 8.2023

Attachment: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

VOLLELE-01 LSZUDZIK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/31/2024

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

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

PRODUCER License # 1009544 Lawley, LLC 361 Delaware Avenue Buffalo, NY 14202	CONTACT NAME: Luke Szudzik PHONE (A/C, No, Ext): (716) 849-4343 4343 FAX (A/C, No): (716) 849-8291 E-MAIL ADDRESS: lszudzik@lawleyinsurance.com
INSURED Volland Electric Equipment Corp 75 Innsbruck Drive Cheektowaga, NY 14227	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Wesco Insurance Company — 25011 INSURER B : Corepointe Insurance Co — 10499 INSURER C : Southern Insurance Company — 19216 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: POLICY X PRO-JECT LOC OTHER:	X	X	WPP1940514-03	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,00 $ 100,00 $ 5,00 $ 1,000,00 $ 2,000,00 $ 2,000,00 $ 2,000,00
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			CIC1011297-00	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,00 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			WUM1942706-03	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,00 $ 5,000,00 $
C	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		MWC1037540	10/1/2024	10/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,00 $ 1,000,00 $ 1,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured and Waiver of Subrogation coverage show above and marked with an X.
Terms set forth as evidenced by the attached endorsement(s) identified on the ACORD 101.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Amherst, 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: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only)	1b. Business Telephone Number of Insured
Volland Electric Equipment 75 Innsbruck Dr Cheektowaga, NY 14227	(716) 656-9900 **1c. NYS Unemployment Insurance Employer Registration Number of Insured**
Work Location of Insured *(Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)*	**1d. Federal Employer Indentification Number of Insured or Social Security Number** 16-0675916
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	**3a.Name of Insurance Carrier** Southern Insurance Company **3b. Policy Number of entity listed in box "1a":** MWC1010400 **3c. Policy effective period:** 10/1/2025 - 10/1/2026 **3d. The Proprietor, Partners or Executive Officers are:** ☑ **included** (Only check box if all partners/officers included) ☐ **all excluded or certain partners/officers excluded**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

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

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: **William Lawley Jr.**
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: _____ 9/29/25
(Signature) (Date)

Title: Managing Partner

Telephone Number of authorized representative or licensed agent of insurance carrier: CarrierPhone

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

Attachment: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

Workers' Compensation Law

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

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

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

C-105.2 (9-17) REVERSE

Attachment: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only)
Volland Electric Equipment Corp
75 Innsbruck Drive
Cheektowaga, NY 14227

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) 656-9900

1c. Federal Employer Identification Number of Insured or Social Security Number
16-0675916

3a. Name of Insurance Carrier
Equitable Financial Life

3b. Policy Number of Entity Listed in Box "1a"
15216DBL

3c. Policy effective period
01/01/2025 to 01/01/2026

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

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 01/03/2025 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (716) 849-8618 Name and Title William Lawley, Jr., Principal

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

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed 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 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

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 New York State Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) tc 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 my 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 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 Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

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: DOC100725-10072025145052 (RES-2025-885 : Piggyback Agreement)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30956 **RESOLUTION 2025-886** **ADOPTED**

Toro Z Master Mower Purchase - CRS #5825

The Youth & Recreation Department is requesting Town Board authorization for the purchase of Toro Z Master Mower from NYS Bid, Group 40625, Award 22792.

Therefore Be It Resolved, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5825) and the approval of the Town Attorney.

Thank you for your time and consideration!

10/14/2025
Consent

FINANCIAL IMPACT:

KP2525

2600

$16,417.35

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

GRASSLAND EQUIPMENT & IRRIGATION CORP | TORO Count on it. | VENTRAC

QMS Quote #	Q74022
Date:	9-Jun-25
Inquiry Date:	
Prices Subject to Change	Quote Expires in 30 Days
Estimated Delivery:	Varies by Product
Terms:	
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	

4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740



To: Customer Name: TOWN OF AMHERST RECREATION
Address: 1615 Manor Drive
City State Zip Williamsville, New York 14221
Attn: Eric Guzdek
Phone: (716)207-2227
Email Contact: eguzdek@amherst.ny.us

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Salesman	Gary Hughes
Cell Phone	716 570-2267
Email	ghughes@grasslandcorp.com

Group 40625 Heavy Equipment. Award PGB-22792, NYS Contract: PC69682 Now to April 30, 2026

Qty	Model Number	Description	2025 Sugg. Retail Price	Contract Price	Extension
1	74022	72" 4000 Z MASTER TF2 Deck 35 HP Kawasaki FX - 26" Turf Tires - HDX Pro	$16,221.00	$11,841.33	$11,841.33
1	78467	4000 HDX Pro XL Series E-Z Vac Blower & Drive Kit for 72" Deck (use w/ 78474, 78489)	$2,277.00	$1,662.21	$1,662.21
1	78489	4000 HDX Pro XL Triple Soft Bagger- 72" Deck (For use with 78467)	$3,443.00	$2,513.39	$2,513.39
1	101-SETUP	Commercial Set Up	$ 400.42	$ 400.42	$400.42

NOTES	
Delivery Contact Name	
Delivery Contact Phone Number	

Due to the global supply chain, manufacturing lead times may be substantially longer than normal, exceeding 90 Days. Grassland will strive to deliver products in a timely manner, but cannot guarantee lead times. Product pricing for this quote is based off of current manufactures list pricing, which may change prior to delivery. Grassland agrees to maintain the quoted price if a signed quote and or a purchase order is returned within 30 days.

Customer Acceptance Date:

TOTALS		
Equipment Total @ MSRP		$21,941.00
Discount		($5,924.07)
Total Equipment		**$16,016.93**
Toro Protection Plus	$	-
Set Up	$	400.42
Total		$16,417.35
		$16,417.35

Gary H. Hughes 6/9/25

Attachment: DOC092925-09292025113028 (RES-2025-886 : Toro Z Master Mower Purchase - CRS #5825)

Addendum to Contract Minor Exposure

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

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

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

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

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

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

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

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

Attachment: DOC092925-09292025113028 (RES-2025-886 : Toro Z Master Mower Purchase - CRS #5825)

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.

Attachment: DOC092925-09292025113028 (RES-2025-886 : Toro Z Master Mower Purchase - CRS #5825)

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:

Grassland Equipment & Irrigation Corp.
Print Name of Company

By: _____
Signature

Nicholas Roe
Printed name

Date: 6/10/2025

Bonita L. Slocum
BONITA L. SLOCUM
NOTARY PUBLIC, STATE OF NEW YORK
No. 01SL6096422
QUALIFIED IN SARATOGA COUNTY
MY COMMISSION EXPIRES JULY 28, 2027

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30..19

Attachment: DOC092925-09292025113028 (RES-2025-886 : Toro Z Master Mower Purchase - CRS #5825)

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: Grassland Equipment & Irrigation Corp.

Signature: _____

Print Name: Nicholas Roe

Title: Controller

Date: 6/10/2025

Bonita L. Slocum

BONITA L. SLOCUM
NOTARY PUBLIC, STATE OF NEW YORK
No. 01SL6096422
QUALIFIED IN SARATOGA COUNTY
MY COMMISSION EXPIRES JULY 28, 2027

Revised 4.2017

Attachment: DOC092925-09292025113028 (RES-2025-886 : Toro Z Master Mower Purchase - CRS #5825)

GRASEQU-01 MHOLT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2024

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

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

PRODUCER
The Holt Group LLC
138 Western Ave.
Altamont, NY 12009

CONTACT NAME:
PHONE (A/C, No, Ext): (518) 852-2308 FAX (A/C, No):
E-MAIL ADDRESS: mholt@theholtgroupllc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Charter Oak Fire Insurance Company	
INSURER B : The Phoenix Insurance Company	
INSURER C : The Travelers Indemnity Company of America	
INSURER D : Travelers Casualty and Surety Company of America	
INSURER E :	
INSURER F :	

INSURED
Grassland Equipment & Irrigation Corp.
892-898 Troy-Schenectady Rd.
Latham, NY 12110

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: POLICY PRO-JECT LOC OTHER:	X		Y-630-0X769321-COF-24	10/15/2024	10/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		810-0X768742-24-14-G	10/15/2024	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		CUP-0X770694-24-14	10/15/2024	10/15/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	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		UB-0X724014-24-14-G	10/1/2024	10/1/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as additional insured with regards to the operations of the named insured as per written contract and subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St.
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. A
The ACORD name and logo are registered marks of ACORD

Attachment: DOC092925-092920251130 28 (RES-2025-886 : Toro Z Master Mower Purchase - CRS #5825)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Grassland Equipment & Irrigation Corp. 892-898 Troy-Schenectady Rd. Latham, NY 12110 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 (518) 785-5841 1c. NYS Unemployment Insurance Employer Registration Number of Insured 52-112465 1d. Federal Employer Identification Number of Insured or Social Security Number 14-1460098
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St. Williamsville, NY 14221	3a. Name of Insurance Carrier The Travelers Indemnity Company 3b. Policy Number of Entity Listed in Box "1a" UB-0X724014-23-14-G 3c. Policy effective period October 1, 2024 to October 1, 2025 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

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

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

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

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

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

Approved by: [signature] 10/15/24
(Signature) (Date)

Title: Founder

Telephone Number of authorized representative or licensed agent of insurance carrier: (518) 852-2308

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: DOC092925-09292025113028 (RES-2025-886 : Toro Z Master Mower Purchase - CRS #5825)

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) Grasslands Equipment & Irrigation Corp. 892-898 Troy Schenectady Road Latham, NY 12110 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 (518) 785-5841 1c. Federal Employer Identification Number of Insured or Social Security Number 14-1460098
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 Mutual of Omaha Insurance Company 3b. Policy Number of Entity Listed in Box 1a GMNY6X007E66-0001 3c. Policy Effective Period 10/01/2024 to 10/1/2025

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 10/25/2024 By Hana Rubin
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (800) 826-2966 Name and Title Hana Rubin, Disability Administrator

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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

Attachment: DOC092925-09292025113028 (RES-2025-886 : Toro Z Master Mower Purchase - CRS #5825)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30959 **RESOLUTION 2025-887** **ADOPTED**

Toro Workman Diesel and Accessories Purchase - CRS #5824

The Youth & Recreation Department is requesting Town Board Authorization for the purchase of Toro Workman Diesel and Accessories from NYS Bid, Group 40625, Award 22792.

Therefore Be it resolved, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5824) and the approval of the Town Attorney.

Thank you for your time and consideration!

10/14/2025
Consent

FINANCIAL IMPACT:

KP2525

2600

$40,548.93

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

GRASSLAND EQUIPMENT & IRRIGATION CORP. | TORO. Count on it. | VENTRAC

4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740



QMS Quote #	Q182932
Date:	22-Sep-25
Inquiry Date:	
Prices Subject to Change	Quote Expires in 30 Days
Estimated Delivery:	Varies by Product
Terms:	
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	

To: Customer Name: TOWN OF AMHERST RECREATION
Address: 1615 Manor Drive
City State Zip: Williamsville, New York 14221
Attn: Eric Guzdek
Phone: (716)207-2227
Email Contact: eguzdek@amherst.ny.us

Salesman	Gary Hughes
Cell Phone	716 570-2267
Email	rwarren@grasslandcorp.com

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Group 40625 Heavy Equipment. Award PGB-22792, NYS Contract: PC69682 Now to April 30, 2026

Qty	Model Number	Description	2025 Sugg. Retail Price	Contract Price	Extension
1	08102	Workman UTX Diesel	$22,999.00	$21,389.07	$21,389.07
1	08110	Canopy, Polyethylene	$527.00	$490.11	$490.11
1	08114	Front Full Doors, Polycarbonate	$3,199.00	$2,975.07	$2,975.07
1	08112	Glass Windshield, Wiper And Washer	$1,599.00	$1,487.07	$1,487.07
1	08116	Rear Window, Polycarbonate	$499.00	$464.07	$464.07
1	08120	Heater Kit	$1,199.00	$1,115.07	$1,115.07
1	08140	Side Mirrors (Left And Right)	$231.00	$214.83	$214.83
1	08141	Rear View Mirror	$130.00	$101.40	$101.40
1	08132	Beacon Light	$250.00	$232.50	$232.50
1	08134	Electric Bed Lift	$800.00	$744.00	$744.00
1	08136	Supervisor Key	$43.00	$39.99	$39.99
1	08130	Overhead Console and Harness	$499.00	$464.07	$464.07
1	131-8549	Back Up Alarm	$134.03	$104.54	$104.54
1	MSC12480	6x 6 Blade Crate	$1,560.00	$1,170.00	$1,170.00
1	VBS19300B	12.5 Cubic v box spreader	$6,110.00	$4,582.50	$4,582.50
1	LTA14715	Under Carriage wiring	$640.00	$480.00	$480.00
1	MSC09601	Smart Touch 2V Blsed handheld control	$370.00	$277.50	$277.50
1	MSC12060	Plow Box	$3,570.00	$2,677.50	$2,677.50
1	VBS11060	VBX Control kit digital display	$860.00	$645.00	$645.00
1	MSC01570	Plow Shoe Kit	$198.81	$149.10	$149.10
1	101-SETUP	Commercial Set Up	$ 745.54	$ 745.54	$745.54

NOTES	
Delivery Contact Name	
Delivery Contact Phone Number	

Due to the global supply chain, lead times may be substantially longer than normal. Grassland will strive to deliver products in a timely manner, but cannot guarantee lead times. Product pricing for this quote is based off of current manufactures list pricing, which may change prior to delivery. Grassland agrees to maintain the quoted discount percentages in the event MSRP increases. You will be notified of any price changes prior to delivery and may cancel the order without penalty at that time.

Customer Acceptance Date:

Doug Warren 9/22/25

TOTALS		
Equipment Total @ MSRP		$45,417.84
Discount		($5,614.45)
Total Equipment		**$39,803.39**
Toro Protection Plus	$	-
Trade Ins	$	-
Set Up	$	745.54
Total		$40,548.93
		$40,548.93

Attachment: DOC092925-09292025135118 (RES-2025-887 : Toro Workman Diesel and Accessories Purchase - CRS #5824)

Addendum to Contract Minor Exposure

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

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

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

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

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

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

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

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

Attachment: DOC092925-09292025135118 (RES-2025-887 : Toro Workman Diesel and Accessories Purchase - CRS #5824)

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.

Attachment: DOC092925-09292025135118 (RES-2025-887 : Toro Workman Diesel and Accessories Purchase - CRS #5824)

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:

Grassland Equipment & Irrigation Corp.
Print Name of Company

By: _____
Signature

Nicholas Roe
Printed name

Date: 6/10/2025

Bonita L. Slocum

BONITA L. SLOCUM
NOTARY PUBLIC, STATE OF NEW YORK
No. 01SL6096422
QUALIFIED IN SARATOGA COUNTY
MY COMMISSION EXPIRES JULY 28, 2027

Agreed to and Accepted by:

Town of Amherst

By: _____ X
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30..19

Attachment: DOC092925-09292025135118 (RES-2025-887 : Toro Workman Diesel and Accessories Purchase - CRS #5824)

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: Grassland Equipment & Irrigation Corp.

Signature: _____

Print Name: Nicholas Roe

Title: Controller

Date: 6/10/2025

Bonita L. Slocum

BONITA L. SLOCUM
NOTARY PUBLIC, STATE OF NEW YORK
No. 01SL6096422
QUALIFIED IN SARATOGA COUNTY
MY COMMISSION EXPIRES JULY 28, 2027

Revised 4.2017

Attachment: DOC092925-09292025135118 (RES-2025-887 : Toro Workman Diesel and Accessories Purchase - CRS #5824)

ACORD

GRASEQU-01

MHOLT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2024

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

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

PRODUCER	CONTACT NAME:	
The Holt Group LLC 138 Western Ave. Altamont, NY 12009	PHONE (A/C, No, Ext): (518) 852-2308	FAX (A/C, No):
	E-MAIL ADDRESS: mholt@theholtgroupllc.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Grassland Equipment & Irrigation Corp. 892-898 Troy-Schenectady Rd. Latham, NY 12110	INSURER A : The Charter Oak Fire Insurance Company	
	INSURER B : The Phoenix Insurance Company	
	INSURER C : The Travelers Indemnity Company of America	
	INSURER D : Travelers Casualty and Surety Company of America	
	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: POLICY PRO-JECT LOC OTHER:	X		Y-630-0X769321-COF-24	10/15/2024	10/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		810-0X768742-24-14-G	10/15/2024	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		CUP-0X770694-24-14	10/15/2024	10/15/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $
D	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		UB-0X724014-24-14-G	10/1/2024	10/1/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 10,000,000 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as additional insured with regards to the operations of the named insured as per written contract and subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St.
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: DOC092925-092920251351118 (RES-2025-887 : Toro Workman Diesel and Accessories Purchase - CRS #5824)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Grassland Equipment & Irrigation Corp. 892-898 Troy-Schenectady Rd. Latham, NY 12110 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 (518) 785-5841 1c. NYS Unemployment Insurance Employer Registration Number of Insured 52-11246 5 1d. Federal Employer Identification Number of Insured or Social Security Number 14-1460098
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St. Williamsville, NY 14221	3a. Name of Insurance Carrier The Travelers Indemnity Company 3b. Policy Number of Entity Listed in Box "1a" UB-0X724014-23-14-G 3c. Policy effective period October 1, 2024 to October 1, 2025 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

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

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

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

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

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

Approved by: [signature] 10/15/24
(Signature) (Date)

Title: Founder

Telephone Number of authorized representative or licensed agent of insurance carrier: (518) 852-2308

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: DOC092925-09292025135118 (RES-2025-887 : Toro Workman Diesel and Accessories Purchase - CRS #5824)

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) Grasslands Equipment & Irrigation Corp. 892-898 Troy Schenectady Road Latham, NY 12110 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 (518) 785-5841 1c. Federal Employer Identification Number of Insured or Social Security Number 14-1460098
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 Mutual of Omaha Insurance Company 3b. Policy Number of Entity Listed in Box 1a GMNY6X007E66-0001 3c. Policy Effective Period 10/01/2024 to 10/1/2025

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 10/25/2024 By Hana Rubin
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (800) 826-2966 Name and Title Hana Rubin, Disability Administrator

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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

Attachment: DOC092925-092920251351118 (RES-2025-887 : Toro Workman Diesel and Accessories Purchase - CRS #5824)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Town Clerk
DOC ID: 30999

COMMUNICATION 2025-98

APPROVED

Request for Public Hearing - 330 Maple Road

Request from Sean Hopkins, Esq. for a public hearing with respect for the relief of conditions of a rezoning approval for 330 Maple Road.

This hearing has been schedule for November 10th.

10/14/2025
Consent

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

October 7, 2025

Timothy J. Koller, Deputy Town Clerk
Town of Amherst Town Clerk's Office
5583 Main Street
Williamsville, NY 14221

Re: Request to Schedule Public Hearing
Application for Relief of Conditions of a Rezoning Approval [Z-2007-03A]
Location: Portion of 330 Maple Road
Applicant/Project Sponsor: 716 Sports Complex, LLC

Dear Tim:

This letter is being submitted on behalf of 716 Sports Complex, LLC to request that the Town Board adopt a resolution during its meeting to be held on Tuesday, October 14th for the purpose of scheduling a public hearing on the pending request for relief of conditions of a Rezoning Approval during its meeting to be held on Monday, November 10th at 7:00 p.m.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Brian J. Kulpa, Supervisor
Shawn Lavin, Deputy Supervisor
Jacqualine Berger, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Daniel Howard, Planning Director
Steven Bengart, Esq., Town Attorney
Dave Johnson, LaBella
Dr. Brian McGrath, 716 Sports Complex, LLC
Justin Fineberg, Principal & CEO, Dofi Properties

Attachment: Koller-Ltr-10-07-25 (COM-2025-98 : Request for Public Hearing - 330 Maple Road)

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Town Clerk
DOC ID: 31018

COMMUNICATION 2025-99 **APPROVED**

Request for Public Hearing - 46-84 South Linden Street

Request from Matthew Dubois, Esq. for a public hearing with respect to removal of conditions from a previous rezoning decision at 46-84 South Linden Street.

This hearing has been scheduled for November 10th.

10/14/2025
Consent

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

Koller, Timothy

From: Ulatowski, Daniel
Sent: Thursday, October 2, 2025 1:04 PM
To: Koller, Timothy; Spoth, Francina
Cc: Bengart, Steven B.; Howard, Dan
Subject: RE: South Linden Rezoning Request

Follow Up Flag: Follow up
Flag Status: Flagged

Tim,

Please proceed with a new public notice.

Dan U

From: Matthew Dubois <mdubois@blockandlongo.com>
Sent: Thursday, October 2, 2025 12:44 PM
To: Spoth, Francina <fspoth@amherst.ny.us>
Cc: Ulatowski, Daniel <dulatowski@amherst.ny.us>; Bengart, Steven B. <sbengart@amherst.ny.us>; Howard, Dan <DHOWARD@amherst.ny.us>; Kulpa, Brian J. <bkulpa@amherst.ny.us>; john@kimilco.com; Jeff Palumbo <JPalumbo@blockandlongo.com>
Subject: South Linden Rezoning Request

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.

Dear Ms. Spoth,

Will you please place the rezoning of 46, 54, 60, 68, 74 & 84 South Linden Street Right-Of-Way on the October 17 Town Board agenda, so the request may be scheduled for a public hearing?

Please advise - thank you for your time and assistance.

Best regards,
Matt

Matthew T. Dubois, Esq.

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

Clarence Office
9276 Main Street, Suite 3
Clarence, New York 14031
Phone: (716) 317-0629 Ext. 451

Attachment: S Linden request (COM-2025-99 : Request for Public Hearing - 46-84 South Linden Street)

Fax: (716) 854-0059
Email: mdubois@blockandlongo.com
Website: www.blockandlongo.com

ALBANY OFFICE: 43 British American Blvd., Latham, NY 12110 Phone (518) 313-7111; Fax: (518) 313-7115
BATAVIA OFFICE: 39 Jackson Street, Batavia, NY 14020, Phone: (585) 310-7442; Fax: (585) 310-7599
BUFFALO: One Niagara Square, Buffalo, NY 14202, Phone (716) 854-4080; Fax: (716) 854-0059
CLARENCE OFFICE: 9276 Main St Ste 3, Clarence 14031, Phone: (716)854-4080; Fax: (716) 854-0059
GREECE OFFICE: 2450 W Ridge Rd, Suite 308, Rochester, NY 14626 Phone: (585) 310-7442; Fax (585) 310-7599
DANSVILLE OFFICE: 172 Main Street, 1st Floor, Dansville, NY 14437, Phone: (585) 310-7442; Fax (585) 310-7599
NEWARK OFFICE: 506 W. Union Street, Newark, NY 14513, Phone: (585) 310-7442; Fax (585) 310-7599
NYC OFFICE: 150 West 30th Street, Suite 705, New York, NY 10001; Phone: (332) 910-5440
ROCHESTER OFFICE:1173 Pittsford-Victor Road, Suite 220, Pittsford, NY 14534, Phone: (585)310-7442; Fax: (585)310-7599
SARATOGA OFFICE: 550 Maple Avenue, Saratoga Springs, NY 12866 Phone (518) 313-7111; Fax: (518) 313-7115
SYRACUSE OFFICE: 6739 Myers Road, East Syracuse, NY 13057, Phone: (315) 457-1000; Fax: (315) 457-1001
WILLIAMSVILLE OFFICE: 5900 Main Street, Williamsville, NY 14221-5714 Phone (716) 633-1444 Fax: (716) 633-1446
FLORIDA OFFICE: 824 W. Indiantown Rd., Jupiter, FL 33458, Phone: (561) 768-0304, Fax: (561) 768-0366

WARNING: FRAUDULENT WIRE INSTRUCTIONS

Last minute phone calls or emails changing wire instructions or asking you to wire money may be fraudulent. Our wiring information seldom changes. If you receive any such phone calls or emails, contact our office using a known reliable number. DO NOT use any phone numbers or e-mail addresses contained in any suspect e-mail. We strongly suggest that you contact our office and verbally confirm our wire instructions.

IMPORTANT NOTICE

This email message (and any attachments) are intended to be received only by persons entitled to receive the confidential information it may contain. Email messages (and any attachments) to clients of Block, Longo, LaMarca & Brzezinski P.C., presumptively contain information that is confidential and legally privileged; email messages (and any attachments) to non-clients are normally confidential and may also be legally privileged. Please do not read, copy, forward or store this message unless you are the intended recipient of it. If you have received this message (or any attachments) in error, please forward it back. Thank you for your cooperation. NOTE: Unless Block, Longo, LaMarca & Brzezinski, P.C. has been formally retained, anything contained in this email is not to be construed as legal advice and is not intended to be legal advice.

Attachment: S Linden request (COM-2025-99 : Request for Public Hearing - 46-84 South Linden Street)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Councilmembers
DOC ID: 30973

COMMUNICATION 2025-100 **REFERRED**

AGFAB Responses to External Auditor's FY 2024 Management Letter

Jason M. Zaklikowski, Chairperson of Amherst Government Financial Advisory Board (AGFAB), submitted two items in response to the Fiscal Year 2024 Management Letter from Drescher and Malecki (External Auditors).

10/14/2025
Referred to Finance, Comptroller & Economic Development

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

Amherst Government Financial Advisory Board
1615 Amherst Manor Dr.
Amherst, NY 14221

September 18, 2025

Amherst Town Board
5583 Main St.
Williamsville, NY 14221

Dear Town Board Members

Subject: Management's Response to Concerns Outlined in Fiscal Year 2024's Management Letter from Drescher and Malecki

We, the members of the Amherst Government Financial Advisory Board ("AGFAB"), are in receipt of Fiscal Year 2024 ("FY2024") Management Letter from Drescher and Malecki ("External Auditors"). Per our mandate as outlined in Resolution 2022-350, "The board is to review management letters from the Town auditor, discuss management's responses to the management letters and monitor if corrective actions were taken and are adequate." We have reviewed the FY2024 Management Letter. Three areas of concern were identified by the External Auditors:

1. Departmental Policies and Procedures
2. Grant Management (Addressed in a separate communication, 2025-02)
3. Compensated Absences (New GASB pronouncement no actions at this time)

Per our mandate, we have reviewed the responses from Management, evaluated the corrective actions and offer recommendations.

Departmental Policies and Procedures

FY 2024	
Comment	Throughout the Town there are certain departments that collect cash for program and services provided to Town residents. We found that within these departments there is a lack of the universal application of the Town's standard accounting policies and procedures, including completing bank reconciliation and monthly revenue reports in a timely manner. Further, it was noted that one department lacks a separate bank account that is reconciled by department personnel.
Recommendation	We recommend that the Town adopt standard policies and procedures for each department that require bank reconciliations and revenue reports are completed in a reasonable amount of time after month-end and establish separate bank accounts for all departments. The Town could also consider a separate department, such as a fiscal community services department, to oversee all such cash receipts, along with implementing, overseeing and potentially centralizing all policies and procedures.
Management Response	• The Town has now filled the vacancy that was had at year-end in which that employee was responsible for fiscal responsibilities such as bank reconciliations. • The Town's individual departments are working towards providing the Comptroller's Office bank reconciliation with corresponding revenue reports by the 15th of each month. • The Comptroller's Office is working with the department that did not have a general ledger cash account to establish one and reconcile monthly to it.

Attachment: 2025-01 Departmental Policies and Procedures Approved 2025-09-18 (COM-2025-100 : AGFAB Responses to External Auditor's FY

FY 2023	
Comment	The Town should consider defining fiscal roles to individuals across individual departments to ensure policies and procedures are current and adhered to in an effort to create adequate segregation of duties. • Namely those departments that collect cash, but don't have separate bank accounts or direct reporting responsibilities to the State (i.e., Youth and Recreation, Center for Senior Services, and Ice Facility). The Town could also consider a separate department, such as a fiscal community services department to oversee all the cash intake, along with implementing and overseeing and potentially centralizing all policies and procedures.
Recommendation	**No Formal Recommendation Made by the External Auditors for this fiscal year**
Management Response	The Town acknowledges the need to address the items above and is taking steps to improve policies and procedures. • The Comptroller's Office will continue to work with Departments to improve procedures.

AGFAB discussed the responses regarding Policies and Procedures with Town staff at the June 2025 meeting. While our assessment is that there has been improvement with respect to this comment, we are concerned that this continues to be an issue. Due to this being an outstanding item from previous Management Letters. We believe that additional oversight is necessary. As such, we are requesting that the Town provide AGFAB with the following:

1. Reconciliations and Revenue Reports
    a. A listing of all departments who have failed to provide the Comptroller's Office with the financial packet of bank reconciliation(s) and revenue report(s) by the 15th of each month for January 2025 through June 2025.
    b. An analysis of how many days late each submission was.

Further, we are requesting that these listings and analysis be provided to AGFAB at each monthly meeting for the prior month.

Thank you for your attention to this important matter. We look forward to your positive response and are available to discuss this proposal further at your convenience.

Sincerely,



Jason M. Zaklikowski
Chair
on behalf of Amherst Government Financial Advisory Board

CC: AGFAB Members
Patricia Dunne
John DiPasquale
David Kinda
Helaine Sanders

Attachment: 2025-01 Departmental Policies and Procedures Approved 2025-09-18 (COM-2025-100 : AGFAB Responses to External Auditor's FY

Amherst Government Financial Advisory Board
1615 Amherst Manor Dr.
Amherst, NY 14221

September 18, 2025

Amherst Town Board
5583 Main St.
Williamsville, NY 14221

Dear Town Board Members

Subject: Management's Response to Concerns Outlined in Fiscal Year 2024's Management Letter from Drescher and Malecki

We, the members of the Amherst Government Financial Advisory Board ("AGFAB"), are in receipt of Fiscal Year 2024 ("FY2024") Management Letter from Drescher and Malecki ("External Auditors"). Per our mandate as outlined in Resolution 2022-350, "The board is to review management letters from the Town auditor, discuss management's responses to the management letters and monitor if corrective actions were taken and are adequate." We have reviewed the FY2024 Management Letter. Three areas of concern were identified by the External Auditors:

1. Departmental Policies and Procedures (Addressed in a separate communication, 2025-01)
2. Grant Management
3. Compensated Absences (New GASB pronouncement no action at this time)

Per our mandate, we have reviewed the responses from Management for all three. In this correspondence we are addressing the comments specific to grant management.

Grant Management

FY 2024	
Comment	We found that certain grant-eligible projects had significant time elapse between when the project was noted as complete and when the reimbursement was requested. As a result, the Town has several long-outstanding grant receivables and open capital projects that require final closing procedures from the departments overseeing the projects. The Town should work with the appropriate department to minimize the time between when reimbursable expenditures are incurred and reimbursements are requested from granting agencies.
Recommendation	We recommend that the Town develop policies and procedures that require projects be closed in timely manner after construction is complete and all related reimbursement requests are submitted as soon as possible.
Management Response	Economic Development has added a Coordinator of Federal / State Aid Programs to work with departments and project managers to assist in applying for grants and receiving reimbursements. • The Comptroller's Office has taken an active role in monthly reviews of the status of open grants and reimbursements.

Attachment: 2025-02 Grant Management Approved 2025-09-18 (COM-2025-100 : AGFAB Responses to External Auditor's FY 2024 Management

FY 2023	
Comment	We found that certain grant-eligible projects had significant time elapse between when the project was noted as complete and when the reimbursement was requested. As a result, the Town has several long-outstanding grant receivables and open capital projects that require final closing procedures from the departments overseeing the projects. The Town should work with the appropriate department to minimize the time between when reimbursable expenditures are incurred and reimbursements are requested from granting agencies.
Recommendation	We recommend that the Town develop policies and procedures that require projects be closed in timely manner after construction is complete and all related reimbursement requests are submitted as soon as possible.
Management Response	Economic Development has added a Coordinator of Federal / State Aid Programs to work with departments and project managers to assist in applying for grants and receiving reimbursements. • The Comptroller's Office has taken an active role in monthly reviews of the status of open grants and reimbursements.

AGFAB discussed the responses regarding Grant Management with Town staff at the June 2025 meeting. We were concerned that the issue and response outlined in FY 2024 was identical to the issue outlined in FY2023. Per our discussion, we were informed that grant receivable due for the Town has decreased from $1,671,444.54 down to $528,611.91. While we assessed this reduction to be a positive, we were also informed that there are several grants with open receivables from FY 2017 and 2018. Specifically, the grants of KP1740 Ped Safety and KP1837 PSAP Grant-Ped Improvements. We are concerned that this continues to be an issue. As this has an outstanding item from previous Management Letters, we believe that additional oversight is necessary. As such, we are requesting that the Town provide AGFAB with the following:

1. Grant Management Policies and Procedures
    a. Copies of and a walkthrough of the policies and procedures regarding the Town's Grant Management.
    b. If there are no formal policies and procedures documented, we would like a copy drafted of Grant Management policies and procedures prior to our December 2025 meeting.
2. A report listing of grants with open receivables. This listing is to include the following:
    a. The name of the department
    b. The name of the grant
    c. The name of the grantor
    d. The grant period
    e. The CRM number associated with the Grant
    f. The amount collected
    g. The amount due
    h. The date final reimbursement needs to be submitted by

Further, we are requesting that these reports be provided to AGFAB at each monthly meeting for the prior month.

Attachment: 2025-02 Grant Management Approved 2025-09-18 (COM-2025-100 : AGFAB Responses to External Auditor's FY 2024 Management

Thank you for your attention to this important matter. We look forward to your positive response and are available to discuss this proposal further at your convenience.

Sincerely,



Jason M. Zaklikowski
Chair
Amherst Government Financial Advisory Board

CC:

AGFAB Members
- Patricia Dunne
- John DiPasquale
- David Kinda
- Helaine Sanders

Attachment: 2025-02 Grant Management Approved 2025-09-18 (COM-2025-100 : AGFAB Responses to External Auditor's FY 2024 Management

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Town Clerk
DOC ID: 30989

COMMUNICATION 2025-101 **REFERRED**

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.

10/14/2025
Referred to Planning

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

HSM

October 2, 2025

Shawn Lavin, Deputy Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Comprehensive Plan Amendment [BCPA-2025-01]
Proposed Multifamily Project
2190-2200 Wehrle Drive - Amherst, NY
Applicant/Project Sponsor: Young Development Inc.

Dear Supervisor Deputy Supervisor Lavin and Councilmembers:

This letter is being submitted on behalf of Young Development Inc. (the "Project Sponsor") for the purpose of responding to the comments in your letter to me dated September 25th regarding the proposed multifamily project to be located at 2190-2200 Wehrle Drive (the "Project Site"). A copy of your letter is attached as Exhibit "1". Your letter contained four (4) categories of comments that are reproduced below in **bold** followed by the Project Sponsor's responses.

1. **Affordable Unit Breakdown**

   - **How many affordable housing units are currently proposed as part of this project?**

   Response: The project consists of 270 apartments (the "Project") and 54 of the units will consist of Workforce Housing units. It is currently intended that there will be 27 one-bedroom and 27 two-bedroom units that will consist of Workforce Housing. The Workforce Force housing component of the Project will be consistent with the requirements of the Town of Amherst Industrial Development Agency ("IDA") Housing Policy, which defines "Workforce Housing" as follows:

   "Workforce Housing" – project consisting of for rent multi-family units whereby a specific percentage of the units are designated to an 80% household area median income (AMI) as identified in this exhibit and maintained on the Agency's website. Household income levels for persons living in specified Workforce Housing units shall not exceed 100% of AMI."

   - **What specific income bands will these units serve, and how were those thresholds determined?**

Response: It is currently intended that there will be a mixture of one-bedroom, two-bedroom and three-bedroom units that will consist of Workforce Housing, with most of the Workforce Housing units consist of one-bedroom and two-bedroom units. The income thresholds and rental rates for the Workforce Housing component of the Project will be determined by the Town's Director of Community Development.

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Road, Suite 100 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Hopkins-Ltr-Lavin-Date-10-02-25 (COM-2025-101 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

Below is a table setting forth the Workforce Housing Income Requirements for the time period from June 1, 2025 to May 31, 2026.

WORKFORCE HOUSING AREA MEDIAN INCOME (AMI) CHART			
Rent Limits*	**1 BEDROOM**	**2 BEDROOM**	**3 BEDROOM**
80% of AMI	$1,415	$1,616	$1,819
Income Limits*	**1 Person**	**2 Person**	**3 Person**
100%	$70,750	$80,812	$90,937

Note: Rent and income limits for individual Workforce Housing units are determined by the lease start date and are updated annually based on data from the U.S. Department of Housing and Urban Development. Landlords may adjust unit rents to align with revised limits when the lease term expires.

2. **Motivation and Basis for Affordability Component**

- **Was the inclusion of affordable housing units driven by a requirement of a particular financing mechanism?**

  Response: The Workforce Housing component is being driven by the current lending environment as well as the Town's identification of the need for Workforce Housing per Town of Amherst Strategic Economic Development Strategy adopted by the Town Board in October 2023.[1] In connection with recent multifamily projects in the Town, prospective lenders have not willing to issue commitment letters without evidence of IDA approval of a PILOT by the IDA Board of Directors.

- **Alternatively, is this a developer-led initiative intended to support greater income diversity within the development?**

  Response: As mentioned above, the Project Sponsor is interested in including a Workforce Housing component due to anticipated lending requirements as well as assisting the Town in its continued goal of addressing the shortage of this critical housing category that is essential for ensuring the Town retains its economic diversity instead of categorically becoming a community that only has housing for

[1] The Town of Amherst Strategic Economic Development Strategy Report is accessible at www.amherst.ny.us/pdf/ecodev/strategic_plan_final_231010.pdf.

Attachment: Hopkins-Ltr-Lavin-Date-10-02-25 (COM-2025-101 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

affluent individuals and families, which is a trend that is impacting communities throughout the United States.[2]

3. **Financing Oversight and Regulatory Controls**

- **If the project is utilizing funding that mandates affordability requirements, does the lender or agency require a Regulatory Agreement in connection with that financing?**

  Response: The Town of Amherst IDA will require the Project Sponsor to enter into an agreement to ensure compliance with the Workforce Housing requirements. In the event an entity receives the approval of a PILOT from the IDA Board of Directors and does not comply with the Workforce Housing requirements, this would trigger a recapture action by the IDA. An example of the language included in the Project Agreement for an unrelated project that received a PILOT from the IDA Board of Directors in 2024 is provided below and stated as follows:

  "Default/Termination of Agreement. Should the Company fail to comply with any of its obligations under this Agreement and such failure shall continue for a period of thirty (30) days after notice of such default is sent by the Agency to the Company, the Agency shall have the right to revoke the designation of the Company as an agent for the Agency and may elect to terminate its involvement with the Project, in which event the Company shall be required to pay all sales taxes which would have been levied in connection with acquisition, construction and installation of all improvements of the real property and machinery and equipment which constitute the Project. In addition, as set forth in the Resolution, in the event the Project Documents have not been executed by Company by the expiration date (as such date may be extended) or termination of the Resolution, the Company shall be required to pay all sales taxes which would have been levied in connection with the acquisition, construction and installation of all improvements of the real property and machinery and equipment which constitute the Project. The designation of the Company as agent for the Agency shall terminate as set forth in Section 4 of this Agreement, provided, however, that the obligation of the Company to (a) provide reports for the time period for which any Financial Assistance was received in accordance with the Resolution and (b) cooperate in the exercise by the Agency of

[2] Home prices across the United States continue to rise, despite persistently high interest rates. In June 2025, the national median sale price reached a record of nearly $374,000—more than double the post-recession low of $140,000 in early 2012. For context, median earnings for full-time workers rose just 55% over that same period. Although the pace of home price growth has slowed since the pandemic-era surge, the modest cooling has done little to help buyers. Since early 2022, the median sale price has risen by nearly $70,000, while higher mortgage rates have pushed estimated monthly payments up nearly 60% compared to three years ago—making homeownership significantly more expensive [Source: Construction Coverage analysis of Redfin – September 18, 2025].

Attachment: Hopkins-Ltr-Lavin-Date-10-02-25 (COM-2025-101 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

its rights and remedies under this Agreement shall survive any termination of this Agreement."

- **If such an agreement exists, we respectfully request a copy so that Town staff and the Board may review the terms for compliance, monitoring, and enforcement.**

  Response: The Town of Amherst IDA will require the Project Sponsor to enter into a Project Agreement to ensure compliance with the Workforce Housing requirements. In the event an entity receives the approval of a PILOT from the IDA Board of Directors and does not comply with the Workforce Housing requirements, this would trigger a recapture action by the IDA. There is not currently a proposed Project Agreement for the Project since an IDA Application has not yet been filed with the IDA.

4. **Affordability Strategy in Absence of Regulation**

- **If no such agreement or external oversight exists, what strategy does the developer intend to implement to income-qualify prospective tenants and maintain affordability standards over the long term?**

  Response: Consistent with the requirements of the IDA, income-qualified prospective tenants will be confirmed by the Project Sponsor. Income verification documentation will be subject to oversight by the IDA per the terms and conditions to be contained in the Project Agreement.

- **Will income verification and monitoring be handled in-house, or will a third-party management firm be contracted to administer those responsibilities?**

  Response: Income verification of prospective tenant will be handled in-house and as mentioned above, the income verification documentation will be subject to review by the IDA per the terms and conditions to be contained in the Project Agreement.

Please contact me at 716.510-4338 or via e-mail if you have any questions regarding this letter or the status of the Project.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Brian J. Kulpa, Supervisor
Jacqualine Berger, Councilmember

Attachment: Hopkins-Ltr-Lavin-Date-10-02-25 (COM-2025-101 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Laurie Stillwell, Community Development Director
Daniel Howard, AICP, Planning Director, Town of Amherst Planning Department
Daniel J. Ulatowski, AICP, Assistant Planning Director/ZEO
Scott A. Marshall, Principal Planner
Steven Bengart, Esq., Town Attorney
Bryan Young, Young Development Inc.
Joe Young, Young Development Inc.
Patrick Sheedy, Jr., P.E., Carmina Wood Design
Christopher Wood, P.E., Carmina Wood Design

Attachment: Hopkins-Ltr-Lavin-Date-10-02-25 (COM-2025-101 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

EXHIBIT 1

Attachment: Hopkins-Ltr-Lavin-Date-10-02-25 (COM-2025-101 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

Town of Amherst

Shawn A. Lavin
Councilmember

September 24, 2025

Sean Hopkins, Esq.
Hopkins Sorgi & Roman LLP
35 California Dr. , Suite 100
Amherst, NY 14221

Re: Affordable Housing Questions Regarding the Young Project on Wehrle Drive

Dear Mr. Hopkins,

As the Town of Amherst continues to review the details surrounding the proposed Young Development project on Wehrle Drive, I write to follow up on a number of specific questions related to the affordable housing component you referenced. Understanding these elements is essential as we evaluate the broader impact and long-term implications of the development within the context of our Comprehensive Plan.

To that end, please provide clarification on the following:

1. **Affordable Unit Breakdown**
   - How many affordable housing units are currently proposed as part of this project?
   - What specific income bands will these units serve, and how were those thresholds determined?
2. **Motivation and Basis for Affordability Component**
   - Was the inclusion of affordable housing units driven by a requirement of a particular financing mechanism?
   - Alternatively, is this a developer-led initiative intended to support greater income diversity within the development?
3. **Financing Oversight and Regulatory Controls**
   - If the project is utilizing funding that mandates affordability requirements, does the lender or agency require a **Regulatory Agreement** in connection with that financing?
   - If such an agreement exists, we respectfully request a copy so that Town staff and the Board may review the terms for compliance, monitoring, and enforcement.
4. **Affordability Strategy in Absence of Regulation**
   - If no such agreement or external oversight exists, what strategy does the developer intend to implement to income-qualify prospective tenants and maintain affordability standards over the long term?
   - Will income verification and monitoring be handled in-house, or will a third-party management firm be contracted to administer those responsibilities?

Your responses will help us gain a clearer understanding of the project's structure and the mechanisms in place to ensure both accountability and lasting affordability. We respectfully request this information be submitted by **Monday, November 3, 2025**.

Thank you for your attention to this matter. Please don't hesitate to reach out to my office directly with any questions or if a discussion would be beneficial.

Sincerely,

Shawn Lavin
Deputy Supervisor

Amherst Municipal Building | Office of the Deputy Supervisor | 5583 Main Street | Williamsville NY 14221
716-631-7013 | slavin@amherst.ny.us | www.amherst.ny.us

Attachment: Hopkins-Ltr-Lavin-Date-10-02-25 (COM-2025-101 : 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: 10/14/25 07:00 PM
Department: Town Clerk
DOC ID: 31000

COMMUNICATION 2025-102

REFERRED

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

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

10/14/2025
Referred to Planning

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

Attachment: Marshall-Ltr-Updated Submission-Date-10-07-25 (COM-2025-102 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle

October 7, 2025

Scott A. Marshall, Principal Planner
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Comprehensive Plan Amendment [BCPA-2025-01]
Proposed Multi-Family Project
2190-2200 Wehrle Drive - Amherst, NY
Applicant/Project Sponsor: Young Development Inc.

Dear Supervisor Kulpa and Councilmembers:

This letter and the enclosed project documentation are being submitted on behalf of Young Development Inc. in connection with its pending requested approval of the pending Comprehensive Plan Amendment. Based on further input from nearby property owners and also as a result of updated information regarding potential NYSDEC wetlands on the Project Site, the project layout has been modified to eliminate the previously proposed four-story buildings (all buildings will consist of two-stories with a maximum height of 35 ft.) and to reduce the project density once again from 332 units to 270 units.

Enclosed are copies of the following project documentation:

1. Ten (10) full-size copies of the updated Concept Site Plan prepared by Carmina Wood Design dated September 23rd [Note: A reduced-size copy is also provided at Exhibit "1"].

2. Ten (10) copies of the Amended Part 1 of the Full Environmental Assessment Form with Attachments "A" and "B" dated October 7, 2025.

3. Four (4) copies of the updated Preliminary Existing Water System Analysis Report prepared by Carmina Wood Design dated October 6, 2025. This Report was updated based on additional input received from both the Engineering Department and the Erie County Water Authority. This Report demonstrates that the proposed multifamily project will not result in any adverse impacts to existing water pressure in the vicinity of the Project Site.

4. Three (3) copies of the Wetland Delineation Report prepared by Scott J. Livingstone of SJL Wetlands, LLC dated September 12, 2025.

5. Correspondence from Scott J. Livingstone of SJL Wetlands, LLC dated October 6, 2025 with Attachments "A" and B" as follows:

   - Attachment A: Submission to the NYSDEC requesting to Mandi Ohar of the NYSDEC requesting a Jurisdictional Determination dated September 11, 2025; and

   .

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 B: Reduced-size copy of the updated Concept Site Plan prepared by Carmina Wood Design dated September 23rd

As set forth in the letter prepared by Scott Livingstone dated October 6, 2025, the updated project layout reflets a concerted effort to avoid any adverse impacts to the five (5) small wetland areas totaling 0.874± acre on the Project Site that are potentially subject to the jurisdiction of the NYSDEC. The updated project layout will result in 6.31 acres of impacts to the regulated 100 ft. Adjacent Area of the potential wetlands subject to the jurisdiction of the NYSDEC, which will require a permit to be obtained from the NYSDEC.

Mr. Livingstone's letter also contains his professional opinion that the updated wetland related documentation provides the Town Board, acting in its capacity as the lead agency, with information enabling it to take a hard look at potential wetland impacts and to conclude that the proposed multifamily project will not result in any potentially significant adverse wetland impacts.

The Project Sponsor is requesting that the Town Board issue a Negative Declaration pursuant to SEQRA and approve the requested Comprehensive Plan Amendment during its upcoming meeting to be held on Tuesday, October 14th at 6:30 p.m.

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.

Enc.

cc: Brian J. Kulpa, Supervisor
Shawn Lavin, Deputy Supervisor
Jacqualine Berger, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director, Town of Amherst Planning Department
Daniel J. Ulatowski, AICP, Assistant Planning Director/ZEO
Jessica Boudreau, P.E., Project Manager, Engineering Department
Christopher Schregel, Traffic Safety Coordinator
Steven Bengart, Esq., Town Attorney
Bryan Young, Young Development Inc.
Joe Young, Young Development Inc.
Patrick Sheedy, Jr., P.E., Carmina Wood Design

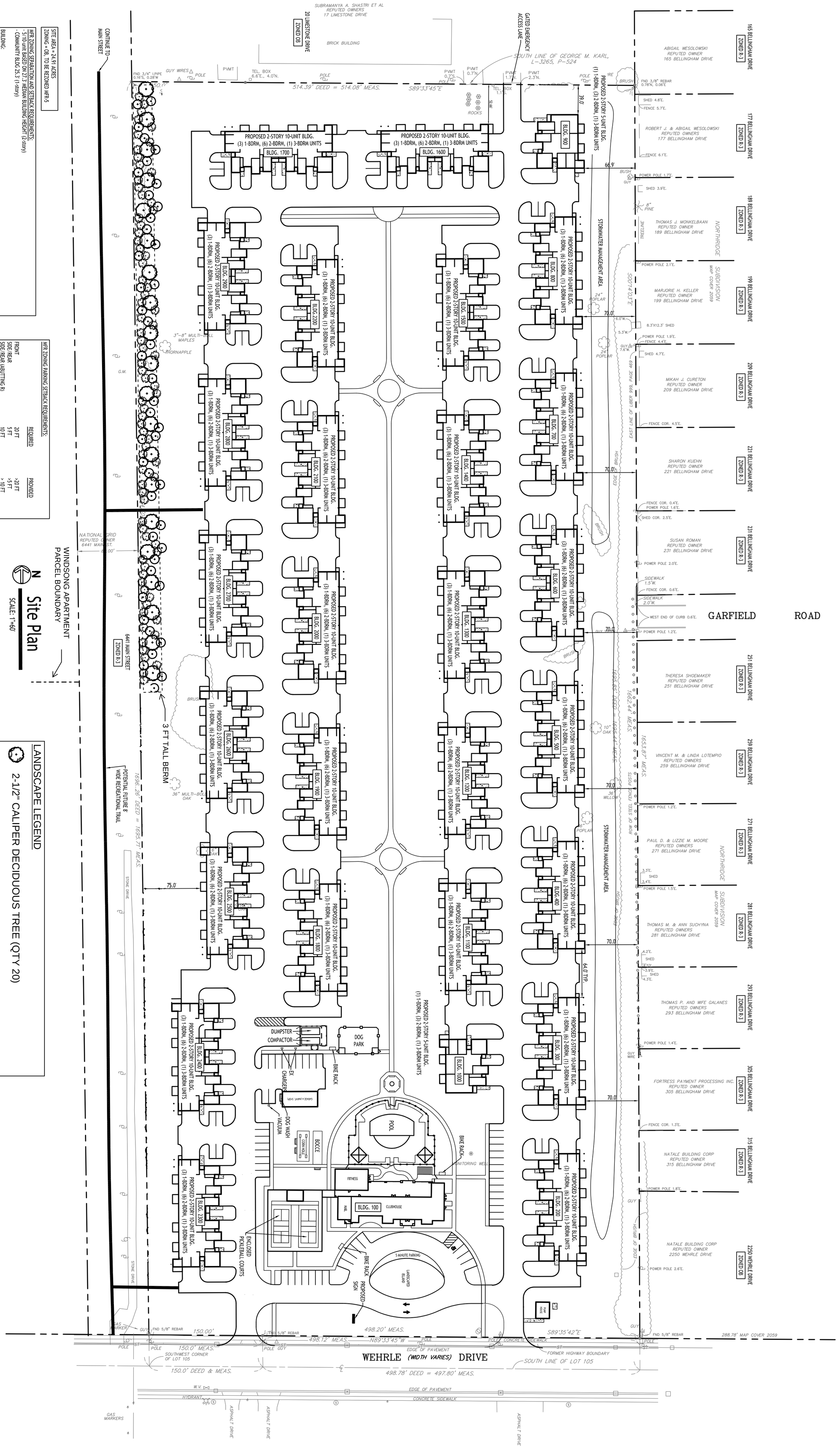
Attachment: Marshall-Ltr-Updated Submission-Date-10-07-25 (COM-2025-102 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle

EXHIBIT 1

Attachment: Marshall-Ltr-Updated Submission-Date-10-07-25 (COM-2025-102 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle

© CARMINA WOOD DESIGN

All Rights Reserved. Reuse of these documents without the expressed written permission of CARMINAWOOD DESIGN is prohibited. WARNING it is a violation of article 145 sections 7209N and 7301 of the New York State Education Law for any person, unless acting under the direction of a registered architect, licensed engineer or land surveyor to alter this drawing. If altered such R.A., P.E. or L.L.S. shall affix his or her seal, signature, the date,the notation "Altered By" and a specific description of the alteration.



SITE AREA = 24.91 ACRES
ZONING = OB, TO BE REZONED MFR-5

MFR ZONING SEPARATION AND SETBACK REQUIREMENTS:
- 5 (10-unit) BASED ON 27.3' MEDIAN BUILDING HEIGHT (2-story)
- COMMUNITY BLDG 25.3' (1-story)

BUILDING:

1. LONG WALL PARALLEL TO R.O.W. OR PROPERTY LINE:	2 x H = 54.6 FT (5/10-unit)
2. SHORT WALL PARALLEL TO R.O.W. OR PROPERTY LINE OR WALLS AT ANGLE BTWN 30 & 60 DEGREES:	1.5 x H = 40.95 FT (5/10-unit)
3. LONG WALLS OF BUILDINGS PARALLEL: *	((H1 + H2) / 2) x 1.66 = 45.3 FT (5/10-unit)
4. LONG WALL AND SHORT WALL PARALLEL OR 2 SHORT WALLS PARALLEL: *	((H1 + H2) / 2) x 1.5 = 40.95 FT (5/10-unit)
5. WALLS AT ANGLE BTWN. 30 & 60 DEGREES: *	((H1 + H2) / 2) x 1.5 = 40.95 FT (5/10-unit)

* 2 OF SAME BUILDING TYPES ADJACENT

PARKING REQUIRMENTS:
ATTACHED DWELLING UNIT: 2 PER DWELLING UNIT
REQD PARKING = 2 x 270 UNITS = 540 SPACES

PARKING PROVIDED:
298 GARAGES
(409) 9' x 19' SPACES
TOTAL PROVIDED = 707 SPACES

DENSITY REQUIRMENTS:

0 TO 1 BEDROOM - 3,630 SF LAND AREA REQUIRED PER UNIT	
2 BEDROOMS - 4,356 SF LAND AREA REQUIRED PER UNIT	
3 BEDROOMS - 5,445 SF LAND AREA REQUIRED PER UNIT	
TOTAL AREA = 24.91 ACRES = 1,085,080 SF	
PROPOSED UNITS = (80 1 bd x 3,630) + (162 2 bd x 4,356) + (28 3 bd x 5,445) = 1,148,532 SF = 26.37 AC (270 UNITS) *	

* VARIANCE REQUIRED

MFR ZONING PARKING SETBACK REQUIREMENTS:

	REQUIRED	PROVIDED
FRONT	20 FT	>20 FT
SIDE/REAR	5 FT	>5 FT
SIDE/REAR (ABUTTING R)	10 FT	> 10 FT
FROM MAIN WALL	15 FT	15 FT MIN.
FROM END WALL	10 FT	10 FT MIN.

BUILDING COVERAGE:

REQUIRED BY CODE	PROVIDED
40% MAX. (9.96 AC)	20.5% (5.1 AC)

INTERIOR PARKING GREENSPACE:

REQUIRED BY CODE	PROVIDED
5% (0.3 AC)	21% (1.25 AC)

OVERALL GREENSPACE:

REQUIRED BY CODE	PROVIDED
N/A	448± (11 AC±)

LANDSCAPE LEGEND

- 2-1/2" CALIPER DECIDUOUS TREE (QTY 20)
- 4 - 5 FT DECIDUOUS SHRUB / EVERGREEN TREE (QTY 73)
- 6 - 7 FT EVERGREEN TREE (QTY 41)
- 3 FT HIGH BERM

N
Site Plan
SCALE: 1"=60'

60' 60 0 60 120Ft.

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

DRAWING NAME:
Site Plan
Concept

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:

No.	Description	Date

Uptown Apartments

2190 Wehrle Drive
Amherst, New York

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Date: 9/29/25
Drawn By: C. Wood
Scale: As Noted
DRAWING NO. C-100
Project No: 25-4008

Attachment: Marshall-Ltr-Updated Submission-Date-10-07-25 (COM-2025-102 : 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: 10/14/25 07:00 PM
Department: Councilmembers
DOC ID: 31005

COMMUNICATION 2025-103 **REFERRED**

2024 Board of Ethics Report

The Board of Ethics submitted the 2024 Board of Ethics Report.

10/14/2025
Referred to Town Attorney

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

Town of Amherst Board of Ethics

Report for the Year 2024

Members of the Board of Ethics:

The Board of Ethics is composed of the following persons:

Prachee Samant

Mike Szukala – Town Board Liaison and acting Secretary

Lisa Kistner

Geoffrey Klein

Nancy Bojanowski

Mike Littman, Ph.D.

The Board of Ethics ("the Board") did review the submitted Ethics Disclosure Forms ("Disclosures") in a series of meetings in 2025. Disclosures come in two flavors: a short form disclosure and a long-form disclosure. Blank Amherst Disclosures for both forms are attached in Appendix One. Over two-hundred Disclosures were reviewed.

The Board reports that employees have complied with the Ethics Disclosure regulations.

The Board also finds:

- Forms were submitted that had questions left blank. The Board of Ethics did follow-up on these questions. The Board asks that all questions be answered, even if the answer is "Does Not Apply".
- Some forms that were handwritten were difficult to read. The Board of Ethics did follow-up on these answers.
- Some questions on the Disclosures are ambiguous. They should be re-worded and re-ordered.

Attachment: Board of Ethics 2024 Report - dated October 2025 (COM-2025-103 : 2024 Board of Ethics Report)

- The Board recommends that new questions be added. The Board reviewed other Disclosures from other governments in search of ideas. Blank Disclosures from Erie County, the Federal Government and New York State are attached as Appendix Two.
- The Board recommends that a dollar limit should be applied to possible conflicts of interest. Business below this amount, tentatively recommended to be $600 annually, would automatically not be considered a conflict. The $600 limit was not chosen randomly – it is the threshold the IRS uses for 1099 forms.[i] As a result, a listing of 1099 forms issued by the Town would be easy to create. A $600 limit both sets a clear limit on business with the town that needs to be reported and makes any verification simple. If a business is on the town's 1099 list, an employee must report any activity on their Disclosure.
- The Board does not have the authority to call before it employees and ask follow - up questions based upon their Disclosure answers. The Board requests such authority be provided to the Board of Ethics by the Amherst Town Board.
- The Town of Amherst should have the ability to redact personal information on Disclosures that are released via FOIA. Phone numbers, children's names and home address information should not be released. The Board requests such authority be provided to the Amherst Town Clerk by the Amherst Town Board.
- Some Boards and Committees have circumstances that warrant additional questions. For example, for those volunteers serving on Assessment Appeal Boards, a question asking "Do you have an interest in any property that you issued a ruling on?" is appropriate. The Board requests new questions be added to the Disclosures by the Amherst Town Board.

The Town Board would need to approve a new Ethics Disclosure Form, and any changes in question order or new questions. The Board hopes any changes would be implemented before 2026. The Board of Ethics has assembled a proposed new form and it is attached as Appendix Three.

[i] About Form 1099-MISC, Miscellaneous Information | Internal Revenue Service (irs.gov)

Attachment: Board of Ethics 2024 Report - dated October 2025 (COM-2025-103 : 2024 Board of Ethics Report)

Annual Statement of Financial Disclosure Town of Amherst

For Calendar Year 2025

1. Name: _____

Married: YES_____ NO_____

IF married: Spouse's name:_____

If you are member of a board/committee that requires a long and short financial disclosure form, fill out the long form and include all information. ** If you need more lines, please attach additional pages.

2a. Title of Town/Board/Committee Position (if applicable) & (if more than one, list all)**:**

_____

_____

2b. Department, Agency or other Governmental Entity (if more than one, list all)

_____

_____

3. Do you receive any benefits, compensation or other consideration that are derived directly or indirectly from your employment or association with the Town of Amherst, other than your remuneration from the Town?

YES_____NO_____

If "YES", please describe the nature, source of and amount of such benefits, compensation or other consideration.

Nature	Source	Amount

4. List the address and SBL (located immediately above your name and address on the tax bill) of all real property in which you, your spouse or other family member of your household has an ownership or other financial interest.

Name of Owner	Address

Attachment: 2025 FIN Dis Annual Statement LONG 20241220 (COM-2025-103 : 2024 Board of Ethics Report)

5. List the name and address of any partnership, unincorporated association, corporation, business or employer of any sort, of which you or your spouse is a member, officer or employee, or from which you or your spouse derive income of any nature, giving your position and/or your spouse's position, if any, with such entity.

Self/Spouse	Position	Organization and Address

6. List the name and address of any corporation, partnership, unincorporated association, or businesses, of which you or your spouse legally or beneficially owns or controls more than five percent (5%) of the issued and outstanding stock or other ownership rights.

Self/Spouse	Organization and Address

7. State any self-employment, and the general nature thereof, from which you or your spouse has derived gross income in excess of two thousand dollars ($2,000) during the previous calendar year.

Self/Spouse	General Nature

8. If you are unable, after reasonable effort, to obtain any of the information required herein, so state and explain.

_____

_____

_____
Signature of Reporting Individual / Date

The information below is not subject to FOIL:

Address: _____

Email/Phone number: _____

Attachment: 2025 FIN Dis Annual Statement LONG 20241220 (COM-2025-103 : 2024 Board of Ethics Report)

Short Form Disclosure

1. Name: _____

   Address: _____

   Email Address: _____

   Telephone Number (Home & Cell):_____

   If married, spouse's name: _____

2. Title of Position (Name of Board or Committee)**:** _____

   _____

3. I hereby certify that I have read Chapter 19 of the Town of Amherst Town Code (Code of Ethics) and understand its restriction upon my activities. I further certify that I will follow these provisions.

   _____
   Name & Date

Attachment: 2025 FIN Dis Annual Statement short (COM-2025-103 : 2024 Board of Ethics Report)

OGE Form 450, 5 CFR Part 2634, Subpart I
U.S. Office of Government Ethics (2/9/2024)
Expires 11/30/24

Form Approved
OMB No. 3209-0006

CONFIDENTIAL FINANCIAL DISCLOSURE REPORT

Executive Branch

Why Must I File?

The duties and responsibilities of your position require you to file the Confidential Financial Disclosure Report to avoid involvement in a real or apparent conflict of interest. The purpose of this report is to assist employees and their agencies in avoiding conflicts between official duties and private financial interests or affiliations. The information you provide will only be used for legitimate purposes, and will not be disclosed to any requesting person unless authorized by law. (See the Privacy Act Statement at the bottom of this page.) Please ensure that the information you provide is complete and accurate.

When Must I File?

New Entrants: The report is due within 30 days of your assuming a position designated for filing, unless your agency requests the report earlier or your agency grants you a filing extension.
Annual Filers: The report is due no later than February 15, unless your agency grants you a filing extension.

What is the Reporting Period?

New Entrants:
Part I – Report assets as of the date of filing but report sources of earned income, honoraria, and other non-investment income for the preceding 12 months.
Part II – Report liabilities as of the date of filing.
Part III – Report positions for the preceding 12 months.
Part IV – Report agreements and arrangements as of the date of filing.
Annual Filers: Report the required information for the preceding calendar year (January 1 – December 31).

What if I Have Questions?

If you have any questions about how to complete this form, please contact your ethics official or go to the Office of Government Ethics web site at www.oge.gov and select **OGE Form 450: Confidential Financial Disclosure Report** under **Forms Library.**

PENALTIES

Falsification of information or failure to file or report information required to be reported may subject you to disciplinary action by your employing agency or other authority. Knowing and willful falsification of information required to be reported may also subject you to criminal prosecution.

Privacy Act Statement

5 U.S.C. § 13109, Executive Order 12674 (as modified by Executive Order 12731), and 5 CFR Part 2634, Subpart I, of the Office of Government Ethics (OGE) regulations require the reporting of this information. Failure to provide the requested information may result in separation or disciplinary action. The primary use of the information on this form is for review by Government officials of your agency, to determine compliance with applicable Federal conflict of interest laws and regulations. Additional disclosures may be made pursuant to the routine uses set forth in OGE/GOVT-2: (1) to a Federal, State, or local law enforcement agency if the disclosing agency becomes aware of a violation or potential violation of law or regulation; (2) to a source when necessary to obtain information relevant to a conflict of interest investigation or decision; (3) to the National Archives and Records Administration in records management inspections; (4) to the Office of Management and Budget during legislative coordination on private relief legislation; (5) when the disclosing agency determines that the records are arguably relevant to a proceeding before a court, grand jury, or administrative or adjudicative body, or when the adjudicator determines the records to be relevant to the proceeding; (6) to reviewing officials in a new office, department or agency when an employee transfers or is detailed from one covered position to another; (7) to a Member of Congress or a congressional office in response to an inquiry made on behalf of and at the request of an individual who is the subject of the record; (8) to contractors and other non-Government employees working for the Federal Government to accomplish a function related to this OGE Government-wide system of records; (9) to appropriate agencies, entities and persons when there has been a suspected or confirmed breach of the system of records, the agency maintaining the records has determined that there is a risk of harm to individuals, the agency, the Federal Government, or national security, and the disclosure is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed breach or to prevent, minimize, or remedy such harm; and (10) to another Federal agency or Federal entity, when the agency maintaining the record determines that information from this system of records is reasonably necessary to assist the recipient agency or entity in responding to a suspected or confirmed breach or in preventing, minimizing, or remedying the risk of harm to individuals, the recipient agency or entity, the Federal Government, or national security. Note: When an agency is requested to furnish such records to OGE, such a disclosure is to be considered as made to those officers and employees of the agency which co-maintains the records who have a need for the records in the performance of their official duties in accordance with the Ethics in Government Act and other pertinent authority conferred on OGE, pursuant to the provisions of the Privacy Act at 5 U.S.C. § 552a(b)(1). This confidential report will not be disclosed to any requesting person unless authorized by law. See also the OGE/GOVT-2 Executive Branch Confidential Financial Disclosure Reports Privacy Act system of records.

Public Burden Information

It is estimated that completing this form, including reviewing the instructions and gathering the data needed, takes an average of three hours. No private citizen is required to respond to a collection of information unless it displays a currently valid OMB control number as printed in the top right-hand corner of the first page of this form. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Program Counsel, U.S. Office of Government Ethics, 250 E Street, S.W, Suite 750, Washington, DC 20024-3249. Do not send your completed OGE Form 450 to this address.

Attachment: Appendix Two - Federal Ethics Disclosure (COM-2025-103 : 2024 Board of Ethics Report)

OGE Form 450, 5 CFR Part 2634, Subpart I
U.S. Office of Government Ethics (2/9/2024)
Expires 11/30/2024

Form Approved
OMB No. 3209-0006

Date Received by Agency	Page Number

CONFIDENTIAL FINANCIAL DISCLOSURE REPORT

Executive Branch

Employee's Name (*Print last, first, middle initial*)		E-mail Address
Position/Title		**Grade**
Agency	**Branch/Unit and Address**	
Work Phone	**Reporting Status** New Entrant ☐ Annual ☐	**If New Entrant, Date of Appointment to Position (*mm/dd/yy*)**
Check box if Special Government Employee (SGE) ☐	An SGE is an executive branch officer or employee who is retained, designated, appointed, or employed to perform temporary duties either on a full-time or intermittent basis, with or without compensation, for a period not to exceed 130 days during any consecutive 365-day period.	
If an SGE, Mailing Address (*Number, Street, City, State, ZIP Code*)		

Step 1: Read the instructions for Parts I through V on the following pages.

Step 2: For each statement below, check Yes or No to describe your situation.

I. I have reportable assets or sources of income for myself, my spouse, or my dependent children.	**Yes** ☐	**No** ☐
II. I have reportable liabilities (debts) for myself, my spouse, or my dependent children.	**Yes** ☐	**No** ☐
III. I have reportable outside positions for myself.	**Yes** ☐	**No** ☐
IV. I have reportable agreements or arrangements for myself.	**Yes** ☐	**No** ☐
NOTE: Statement V is for annual filers only. It does not apply to new entrants and SGEs. **V. I have reportable gifts or travel reimbursements for myself, my spouse, or my dependent children.**	**Yes** ☐	**No** ☐

Step 3: If you selected Yes for any statement, you must describe the reportable interests that you have in the corresponding Part (I, II, III, IV, or V) of the form.

Step 4: Sign and date the form.

Step 5: Submit the completed form to your ethics office.

I certify that the statements I have made on this form and all attached statements are true, complete, and correct to the best of my knowledge.

Signature of Employee	Date *(mm/dd/yy)*

FOR REVIEWERS' USE ONLY:

On the basis of information contained in this report, I conclude that the filer is in compliance with applicable laws and regulations, except as noted in the "comments" box below.	
Signature and Title of Supervisor/Other Intermediate Reviewer *(if required by the agency)*	**Date *(mm/dd/yy)***
E-mail Address	**Phone Number**
Signature and Title of Agency's Final Reviewing Official	**Date *(mm/dd/yy)***
Comments of Reviewing Officials (Check box if continued on additional page ☐)	

Save Print

Attachment: Appendix Two - Federal Ethics Disclosure (COM-2025-103 : 2024 Board of Ethics Report)

OGE Form 450, 5 CFR Part 2634, Subpart I
U.S. Office of Government Ethics (2/9/2024)
Expires 11/30/2024

Form Approved
OMB No. 3209-0006

Employee's Name (*Print last, first, middle initial)*	**Page Number**

Part I: Assets and Income

Report for Yourself, Spouse, and Dependent Child:	**Do Not Report:**
• Assets held for investment or the production of income that ended the reporting period with a value greater than $1,000. In addition, annual filers must report assets from which more than $1,000 in income was received during the reporting period. Reportable assets include, but are not limited to: - Assets such as stocks, bonds, annuities, trust holdings, partnership interests, life insurance, investment real estate, or a privately-held trade or business - Sector mutual funds: those funds invested in a particular industry, business, or location, such as ABC Electronics Fund or XYZ Canada Fund (report the full name of the fund, not just the family fund name) - Holdings of retirement plans, such as 401(k)s or IRAs, investment life insurance, or variable annuities (report each holding unless listed in the Do Not Report section) - Defined benefit pension plans provided by a former employer (include the name of the employer)	• Federal Government retirement benefits • Thrift Savings Plan • Certificates of deposit, savings or checking accounts • Term life insurance • Money market mutual funds and money market accounts • Your personal residence, unless you rent it out • U.S. Government Treasury bonds, bills, notes, and savings bonds • Diversified mutual funds, such as ABC Equity Value Fund or XYZ Large Capital Fund • Diversified funds within an employee benefit plan • Money owed to you, your spouse, or dependent child by a spouse, parent, sibling, or child
Also Report:	**Do Not Report:**
• For yourself: (1) all sources of salary, fees, commissions, and other earned income greater than $1,000, (2) honoraria greater than $1,000, and (3) other non-investment income such as scholarships, prizes, and gambling income greater than $1,000 • For your spouse: (1) all sources of salary, fees, commissions, and other earned income greater than $1,000, and (2) honoraria greater than $1,000	• Dependent child's earned income • Veterans' benefits • Federal Government salary • Social Security benefits

Important Definitions

Diversified Mutual Fund – A mutual fund that does not have a stated policy of concentrating its investments in one industry, business, or single country other than the United States.
Sector Mutual Fund – A mutual fund that concentrates its investments in an industry, business, single country other than the United States, or bonds of a single state within the United States.
Diversified Fund within an Employee Benefit Plan – An employee benefit plan fund that has a written policy of varying investments without concentration in one industry, business, or single country other than the United States.
Dependent Child – A son, daughter, stepson or stepdaughter who is either unmarried and under age 21 and living in the filer's house, **or** considered dependent under the U.S. tax code.

Reportable Information – Go to the last page to see examples of how to report assets and income.

Specific stock, bond, sector mutual fund, type/location of real estate, etc. *(Indicate the full name of each specific asset or investment. You may add the ticker symbol to the full name.)* **Name of Employer or Business; Source of Fees, Commissions, or Honoraria** *(Include brief description.)* You may distinguish any entry for a family member by preceding it with S for spouse, DC for dependent child, or J for jointly held.	**No longer held**
1	☐
2	☐
3	☐
4	☐
5	☐

Attachment: Appendix Two - Federal Ethics Disclosure (COM-2025-103 : 2024 Board of Ethics Report)

OGE Form 450, 5 CFR Part 2634, Subpart I
U.S. Office of Government Ethics (2/9/2024)
Expires 11/30/2024

Form Approved
OMB No. 3209-0006

Employee's Name (*Print last, first, middle initial)*	**Page Number**

Part I: Assets and Income

Continuation Page

Specific stock, bond, sector mutual fund, type/location of real estate, etc. (*Indicate the full name of each specific asset or investment. You may add the ticker symbol to the full name.)* **Name of Employer or Business; Source of Fees, Commissions, or Honoraria** *(Include brief description.)* You may distinguish any entry for a family member by preceding it with S for spouse, DC for dependent child, or J for jointly held.	**No longer held**
1	☐
2	☐
3	☐
4	☐
5	☐
6	☐
7	☐
8	☐
9	☐
10	☐
11	☐
12	☐
13	☐
14	☐
15	☐
16	☐
17	☐
18	☐
19	☐
20	☐

Add Page

Attachment: Appendix Two - Federal Ethics Disclosure (COM-2025-103 : 2024 Board of Ethics Report)

OGE Form 450, 5 CFR Part 2634, Subpart I
U.S. Office of Government Ethics (2/9/2024)
Expires 11/30/2024

Form Approved
OMB No. 3209-0006

Employee's Name (*Print last, first, middle initial)*	**Page Number**

Part II: Liabilities

Report for Yourself, Spouse, and Dependent Child:	**Do Not Report:**
• If you are a new entrant filer, liabilities that exceeded $10,000 at the end of the reporting period • If you are an annual filer, liabilities that exceeded $10,000 during the reporting period	• Any liability, such as a mortgage, a student loan, or a credit card account, from a financial institution or business entity granted on terms made available to the general public • Loans secured by automobiles, household furniture, or appliances, unless the loan exceeds the purchase price of the item it secures • Liabilities that you owe to your spouse or to the parent, sibling, or child of you, your spouse, or your dependent child

Reportable Information – Go to the last page to see examples of how to report liabilities.

Name of creditor *(include city and state where creditor is located)*	**Type of liability** *(personal loan, margin account, etc.)*
1	
2	

Part III: Outside Positions

Report for Yourself:	**Do Not Report:**
• All positions outside the U.S. Government held at any time during the reporting period, whether or not you were compensated and whether or not you currently hold that position. Positions include an officer, director, employee, trustee, general partner, proprietor, representative, executor, or consultant of any of the following: - Corporation, partnership, trust, or other business entity - Non-profit or volunteer organization - Educational institution - State or Local Government	• Any position with a - Religious entity - Social entity - Fraternal entity - Political entity • Any position held by your spouse or dependent child • Any position that you hold as part of your official duties

Reportable Information – Go to the last page to see examples of how to report outside positions.

Organization *(include city and state where organization is located)*	**Type of organization**	**Position**	**No longer held**
1			☐
2			☐
3			☐
4			☐
5			☐
6			☐

Add Page

Attachment: Appendix Two - Federal Ethics Disclosure (COM-2025-103 : 2024 Board of Ethics Report)

OGE Form 450, 5 CFR Part 2634, Subpart I
U.S. Office of Government Ethics (2/9/2024)
Expires 11/30/2024

Form Approved
OMB No. 3209-0006

Employee's Name (*Print last, first, middle initial*)	Page Number

Part IV: Agreements or Arrangements

Report Your Agreements or Arrangements for:	Do Not Report:
• Continuing participation in an employee pension or benefit plan maintained by a current or former employer • A leave of absence • Future employment, including date you accepted employment offer • Continuation of payment by a current or former employer (including severance payments)	• Any agreement or arrangement related to your employment by the Federal Government • Spouse's and dependent child's agreements or arrangements • Continuing participation in a defined contribution plan, such as a 401(k) plan, to which an employer is no longer making contributions

Reportable Information – Go to the last page to see examples of how to report agreements and arrangements.

Entity with which you have an agreement or arrangement *(include city and state where entity is located)*	**Terms of Agreement or Arrangement**
1	
2	
3	
4	

Part V: Gifts and Travel Reimbursements

Fill out this part only if you are filing an Annual Report. If you are a new entrant or an SGE, skip this part.

Report for Yourself, Spouse, and Dependent Child:	Do Not Report:
• Any gifts or travel reimbursements (items such as lodging, transportation, and food) totaling more than $480* from any one source during the reporting period; include where you traveled, the purpose, and date(s) of the trip for travel gifts and reimbursements *If you received more than one gift from one source: 1. Determine the value of each item you received from that source 2. Ignore each item valued at $192 or less 3. Add the value of those items valued at more than $192; if the total is more than $480, then you must list those items on this form	• Anything received from relatives, the U.S. Government, D.C., state, or local governments • Bequests and other forms of inheritance • Gifts and travel reimbursements given to your agency in connection with your official travel • Gifts of hospitality (food, lodging, entertainment) at the donor's residence or personal premises • Anything received by your spouse or dependent child totally independent of their relationship to you

Reportable Information – Go to the last page to see examples of how to report gifts and travel reimbursements.

Source	**Description**
1	
2	
3	

Attachment: Appendix Two - Federal Ethics Disclosure (COM-2025-103 : 2024 Board of Ethics Report)

OGE Form 450, 5 CFR Part 2634, Subpart I
U.S. Office of Government Ethics (2/9/2024)
Expires 11/30/2024

Form Approved
OMB No. 3209-0006

EXAMPLES

Part I: Assets and Income

Specific stock, bond, sector mutual fund, type/location of real estate, etc. *(Indicate the full name of each specific asset or investment. You may add the ticker symbol to the full name.)* **Name of Employer or Business; Source of Fees, Commissions, or Honoraria** *(Include brief description.)* You may distinguish any entry for a family member by preceding it with S for spouse, DC for dependent child, or J for jointly held.	**No longer held**
OGC Communications (OGC) *(Example of a stock with a ticker symbol)*	☐
OGE Energy *(Example of sold stock that produced more than $1,000 in income)*	☒
(S) OGE Energy bond *(Example of a corporate bond held by a spouse)*	☐
ABC Healthcare Fund *(Example of a sector fund held in a 401(k) plan)*	☐
Residential real estate, Anchorage, AK *(Example of investment real estate)*	☐
Bryggadune University – salary *(Example of earned income from a former employer)*	☒
(S) Express Medical Clinic – salary *(Example of a spouse's earned income from a current employer)*	☐
Association of Accountants – honorarium *(Example of a single honorarium from the listed source)*	☐

Part II: Liabilities

Name of creditor *(city and state)*	**Type of liability** *(personal loan, margin account, etc.)*
John Jones (Denver, CO)	Personal loan from a friend
ANW Investment Company (San Francisco, CA)	Margin account

Part III: Outside Positions

Organization *(city and state)*	**Type of organization**	**Position**	**No longer held**
Bryggadune University (Memphis, TN)	Educational institution	Professor	☒
ISK Family Trust (Boynton Beach, FL)	Family Trust	Trustee	☐
Scenic Rivers Association (Nashville, TN)	Non-profit environmental organization	Member, Board of Directors	☒

Part IV: Agreements or Arrangements

Entity with which you have an agreement or arrangement *(include city and state where entity is located)*	**Terms of Agreement or Arrangement**
Dee, Jones & Smith (San Diego, CA)	I will continue to participate in this defined benefit plan. *(Example of continuing participation in a defined benefit plan with a former employer)*
Hartford & Brown (San Diego, CA)	Employment agreement with Hartford & Brown. Starting work as attorney in July 2020. Entered into agreement in October 2019. *(Example of an agreement for future employment)*

Part V: Gifts and Travel Reimbursements

Source	**Description**
Dee, Jones & Smith	Leather briefcase *(Example of a gift totaling more than $480 from one source)*
CGH Culinary Institute	Airline ticket, hotel room, and meals incident to culinary seminar in Tokyo, Japan from May 1-5, 2020 *(Example of a travel reimbursement)*

Attachment: Appendix Two - Federal Ethics Disclosure (COM-2025-103 : 2024 Board of Ethics Report)

Return Form by May 15, 2024

For Ethics Board Use Only

Reviewed by: _____
Date Reviewed: _____
Need Follow-Up: _____
Follow-up Completed: _____

County Position(s) _____

Board / Committee / Agency _____

ANNUAL STATEMENT OF FINANCIAL DISCLOSURE FOR THE COUNTY OF ERIE FOR CALENDAR YEAR 2023

(Include information for the period from 1-1-2023 to 12-31-2023)

For your convenience, this Financial Disclosure Form may be filled out electronically.

The financial disclosure form must be prepared by every elected official, political party official, candidate for elected office, and each officer and employee defined in the Erie County Code of Ethics as the head or heads of any department, division, special district or other administrative unit of county government and their deputies and assistants, and their appointees and designees to any board of any organization or entity, not including advisory boards, or administrative unit of county government; and such others who hold policy making positions as annually determined by the appointing authority and set forth in a written instrument which shall be filed with the Erie County Board of Ethics. Should you have any questions, please contact the Board of Ethics.

PART A

1. NAME AND ADDRESS

First Name Middle Initial Last Name

Department / Board / Committee / Agency Title

Department / Board / Committee / Agency Address

Residential Address

Email Address (Required) Daytime Phone Number (Required)

2. SPOUSE AND DOMESTIC PARTNER

Spouse is herein defined as an individual lawfully married to another individual.

Domestic partner is herein defined as a person who is formally a party in a domestic relationship or similar relationship with the officer or employee, or of the other person with any registry mandated by the employer of either party or any state, municipality or foreign jurisdiction; or is formally recognized as a domestic partner -beneficiary or covered person under the other person's employment benefits for health insurance; or is dependent or mutually interdependent on the other person for support as evidenced by the totality of the circumstances indicating a mutual intent to be domestic partners including but not limited to: common ownership or joint leasing of real or personal property; common householding, shared income or shared expenses; children in common; signs of intent to marry or formally become domestic partners as described above.

First Name Middle Initial Last Name

Attachment: Appendix Two - 2024 erie county ethics disclosure form (COM-2025-103 : 2024 Board of Ethics Report)

NAME: _____

3. INTEREST IN CONTRACTS

Describe any monetary interest and/or connection that you, your spouse, your domestic partner, or your dependent children, if any, have in any contract involving the County or any municipal corporation located within the County of Erie.

Name of Family Member Contract Description (BE SPECIFIC)

_____

_____

_____

☐ None

4. GIFTS AND HONORARIA

The term "gifts" includes gifts of cash, property, personal items, services, payments to third parties on your behalf, loans, forgiveness of debt, honoraria, travel, entertainment, hospitality, tickets, any financial transaction on terms not available to the general public, and/or any other payments that are not reportable as income. The term "gifts" shall not include normal hospitality under $15 or promotional materials of nominal value received within the past year and are not received in circumstances in which it might reasonably be inferred that they were given with the intention to influence or reward you in relation to the performance of your duties.

Gifts of a nominal value include, but are not limited to awards, plaques, memorabilia, honorary jerseys and other customary and reasonable ceremonial items publicly presented in recognition of public service or promotional items having no substantial resale value (pens, mugs, hats, t-shirts) which bear organizations name/logo/message.

List the source of any gift of more than a nominal value received during the preceding calendar year by you, your spouse, your domestic partner, or your dependent children, if any, excluding gifts from a relative.

Gifts/Honoraria	Value	Source	Relationship to you/ spouse/dependent	Does the source receive County monies of any kind? **IF YES, EXPLAIN IN DETAIL**

☐ None

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NAME: _____

5. POLITICAL PARTIES (Defined in Local Law No.2 (2018) Section 3-h)

List any positions you have held within the past five (5) years as an officer of any political party.

_____

_____

☐ None

PART B

Note: For applicable questions 6 through 8, do not report exact dollar amounts. Instead, report categories of amounts using the following:

Category A: Under $5,000	**Category F: $100,001 to $250,000**
Category B: $5,001 to $10,000	**Category G: $250,001 to $500,000**
Category C: $10,001 to $25,000	**Category H: $500,001 to $1,000,000**
Category D: $25,001 to $50,000	**Category I: Over $1,000,001**
Category E: $50,001 to $100,000	

NOTE: THIS APPLIES TO THE FULL CALENDAR YEAR FROM 1-1-2023 TO 12-31-2023

6. FINANCIAL INTERESTS

a. **Business Positions**. List any office, trusteeship, directorship, partnership or other position in any business, association, proprietary or not-for-profit organization held by you, your spouse, domestic partner, or dependent children, if any, and indicate whether these organizations are involved with the County of Erie in any manner.

Name of Family Member	Position	Full Name of Organization	County Involved Yes/No	If Yes, Explain in Detail. (Extra space on page #8)

☐ None

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NAME: _____

b. **Outside Employment**. Describe any outside occupation, employment, trade, business or Profession providing more than $1,000/year for you or your spouse, your domestic partner, or dependent children, if any, and indicate whether such activities are regulated by County of Erie.

Name of Family Member	Position	Full Name of Organization	Regulated by Erie County (Yes/No)	If Yes, Explain in Detail. (Extra space on page #8)

☐ None

c. **Future Employment**. Describe any contract or agreement you or your spouse, domestic partner, or dependent children have with respect to employment after leaving your County office or position.

_____

_____

☐ None

d. **Past Employment Earnings**. Identify the source and nature of any income in excess of $1,000 during the reporting year (2023) from any prior employer, including deferred income, contributions to a pension or retirement fund, profit sharing plan, severance pay or payments under a buy-out agreement.

Name and Address of Income Source	Description of (i.e., Pension, Deferred, etc.	Category of Value Below

☐ None

Category A: Under $5,000
Category B: $5,001 to $10,000
Category C: $10,001 to $25,000
Category D: $25,001 to $50,000
Category E: $50,001 to $100,000
Category F: $100,001 to $250,000
Category G: $250,001 to $500,000
Category H: $500,001 to $1,000,000
Category I: Over $1,000,001

NOTE: THIS APPLIES TO THE FULL CALENDAR YEAR FROM 1-1-2023 TO 12-31-2023

Attachment: Appendix Two - 2024 erie county ethics disclosure form (COM-2025-103 : 2024 Board of Ethics Report)

NAME: _____

e. **Investments.** Itemize and describe all investments which exceed a value of $5,000 (except for investments held as shares of fractional interests of an entity or enterprise, where the value of such investment does not exceed 5% of the total value of the entity or enterprise) in any business, corporation, partnership or other assets, excluding personal savings and retirement accounts, but including stocks, bonds, loans, pledged collateral and other investments, for you, your spouse, your domestic partner, or dependent children, if any.

Name of Family Member	Description of Investment or Business	Category of Value Below

☐ None

f. **Real Estate.** List the location of all real estate including your personal residence within the County of Erie in which you, your spouse, your domestic partner, or dependent children, if any, have an interest including but not limited to a Trust, LLC, or Partnership, regardless of the value of such real estate.

Name of Family Member	Address of Real Estate	Category of Value Below

☐ None

Category A: Under $5,000
Category B: $5,001 to $10,000
Category C: $10,001 to $25,000
Category D: $25,001 to $50,000
Category E: $50,001 to $100,000
Category F: $100,001 to $250,000
Category G: $250,001 to $500,000
Category H: $500,001 to $1,000,000
Category I: Over $1,000,001

NOTE: THIS APPLIES TO THE FULL CALENDAR YEAR FROM 1-1-2023 TO 12-31-2023

Attachment: Appendix Two - 2024 erie county ethics disclosure form (COM-2025-103 : 2024 Board of Ethics Report)

NAME: _____

g. **Trusts.** Identify each interest in a trust or estate or similar beneficial interest in any assets in excess of $5,000 (except for IRS eligible retirement plans or interests in an estate or trust of a relative) for you, your spouse, your domestic partner, or dependent children, if any.

Name of Family Member	Trustee	Description Trust	Category of Value Below

☐ None

h. **Other Income.** Identify the source and nature of any income in excess of $1,000/year from any source not described above, including teaching income, lecture fees, consultant fees, contractual income or other income of any nature, for you, your spouse, your domestic partner, or dependent children, if any.

Name of Family Member	Name, Address of Income Source	Nature of Income	Category of Value Below

☐ None

Category A: Under $5,000
Category B: $5,001 to $10,000
Category C: $10,001 to $25,000
Category D: $25,001 to $50,000
Category E: $50,001 to $100,000
Category F: $100,001 to $250,000
Category G: $250,001 to $500,000
Category H: $500,001 to $1,000,000
Category I: Over $1,000,001

NOTE: THIS APPLIES TO THE FULL CALENDAR YEAR FROM 1-1-2023 TO 12-31-2023

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NAME: _____

7. THIRD-PARTY TRAVEL REIMBURSEMENTS

Identify and describe the source of any third-party payment or reimbursement for County of Erie travel- related expenditures (e.g., mileage, car rental, lodging, airline, etc.) for any matter that relates to your official duties. The term "payment" and "reimbursement" includes any travel-related expenses provided, either directly or indirectly, by anyone other than the County for speaking engagements, conferences, seminars, trade shows or fact-finding events, regardless of the method or timing of the payments. Describe in detail whether such payments were made directly to you or to the County and by whom.

Source	Detailed Description	Dollar Amount

☐ None

8. DEBTS (As of December 31, 2023)

Describe all debts of you, your spouse, your domestic partner, or dependent children, if any, in excess of $5,000 (**OTHER THAN** debts owed to relatives, student loans, mortgages on your primary residence and retail accounts such as charge accounts, lines of credit and credit cards, extended in the normal course of business, which are ordinarily available to the general public by financial institutions and/or merchants and which are not extended in circumstances in which it might be reasonably inferred that they were extended with the intention to influence or reward you in relation to the performance of your duties):

Name of Family Member	Name of Creditor	Category of Value Below

☐ None

Category A: Under $5,000
Category B: $5,001 to $10,000
Category C: $10,001 to $25,000
Category D: $25,001 to $50,000
Category E: $50,001 to $100,000
Category F: $100,001 to $250,000
Category G: $250,001 to $500,000
Category H: $500,001 to $1,000,000
Category I: Over $1,000,001

NOTE: THIS APPLIES TO THE FULL CALENDAR YEAR FROM 1-1-2023 TO 12-31-2023

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NAME: _____

_____ _____

SIGNATURE **DATE**

(NOTE: YOUR SIGNATURE DOES NOT HAVE TO BE ACKNOWLEDGED BY A NOTARY PUBLIC; YOU ARE SIMPLY SWEARING THE VERACITY OF THE INFORMATION YOU HAVE PROVIDED ON THE FORM.)

DEADLINE FOR SUBMISSION: MAY 15, 2024

For Printed Forms – Return to:
Erie County Board of Ethics
95 Franklin St., Room 604
Buffalo, NY 14202
Attn: Barbara Piazza

For Scanned Forms – Send to:
Ethics@erie.gov

YOU MUST COMPLETE AND RETURN YOUR DISCLOSURE FORM BY MAY 15, 2024. FAILURE TO DO SO CAN RESULT IN A FINE OF UP TO $20,000.

PLEASE KEEP A COPY OF THIS COMPLETED FORM FOR YOUR FILES IN CASE OF FURTHER INQUIRIES.

Additional Information; Specify the page and question number.

_____

_____

_____

_____

_____

_____

_____

_____

_____

Attachment: Appendix Two - 2024 erie county ethics disclosure form (COM-2025-103 : 2024 Board of Ethics Report)

State of New York
Commission on Ethics and Lobbying in Government
540 Broadway
Albany, New York 12207

2023 FDS Form (as of 2/8/2024)

ANNUAL STATEMENT OF FINANCIAL DISCLOSURE - (For calendar year 20*23*)

1. **Name**

2. **(a) Title of Position**

   (b) Department, Agency or other Governmental Entity

   (c) Address of Present Office

   (d) Office Telephone Number

3. **(a) Marital Status**_____. If married, please give spouse's full name.

   _____.

   (b) Full name of domestic partner (if applicable)
   NONE/NA ☐

   _____.

   (c) List the names of all unemancipated children.
   NONE/NA ☐

   _____.

   _____.

   _____.

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Answer each of the following questions completely, with respect to calendar year 20*23*, unless another period or date is otherwise specified. If additional space is needed, attach additional pages.

Whenever a "**value**" or "**amount**" is required to be reported herein, such value or amount shall be reported as being within one of the following Categories in Table I or Table II of this subdivision as called for in the question: A reporting individual shall indicate the Category by letter only.

Whenever "**income**" is required to be reported herein, the term "**income**" shall mean the aggregate net income before taxes from the source identified.The term "calendar year" shall mean the year ending the December 31st preceding the date of filing of the annual statement.

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4. **(a)** List any office, trusteeship, directorship, partnership, or position of any nature, whether compensated or not, held by the reporting individual with any firm, corporation, association, partnership, or other organization other than the State of New York. Include compensated honorary positions; do NOT list membership or uncompensated honorary positions. If the listed entity was licensed by any state or local agency, was regulated by any state regulatory agency or local agency, or, as a regular and significant part of the business or activity of said entity, did business with, or had matters other than ministerial matters before, any state or local agency, list the name of any such agency.

NONE/NA ☐

Position	Organization	State or Local Agency

(b) List any office, trusteeship, directorship, partnership, or position of any nature, whether compensated or not, held by the spouse, domestic partner or unemancipated child of the reporting individual, with any firm, corporation, association, partnership, or other organization other than the State of New York. Include compensated honorary positions; do NOT list membership or uncompensated honorary positions. If the listed entity was licensed by any state or local agency, was regulated by any state regulatory agency or local agency, or, as a regular and significant part of the business or activity of said entity, did business with, or had matters other than ministerial matters before, any state or local agency, list the name of any such agency.

NONE/NA ☐

Position	Organization	State or Local Agency

Attachment: Appendix Two - NYS Ethics Disclosure (COM-2025-103 : 2024 Board of Ethics Report)

5. **(a)** List the name, address and description of any occupation, employment (*other than the employment listed under Item 2 above*), trade, business or profession engaged in by the reporting individual. If such activity was licensed by any state or local agency, was regulated by any state regulatory agency or local agency, or, as a regular and significant part of the business or activity of said entity, did business with, or had matters other than ministerial matters before, any state or local agency, list the name of any such agency.

NONE/NA ☐

Position	Name & Address of Organization	Description	State or Local Agency

(b) If the spouse, domestic partner or unemancipated child of the reporting individual was engaged in any occupation, employment, trade, business or profession which activity was licensed by any state or local agency, was regulated by any state regulatory agency or local agency, or, as a regular and significant part of the business or activity of said entity, did business with, or had matters other than ministerial matters before, any state or local agency, list the name, address and description of such occupation, employment, trade, business or profession and the name of any such agency.

NONE/NA ☐

Position	Name & Address of Organization	Description	State or Local Agency

Attachment: Appendix Two - NYS Ethics Disclosure (COM-2025-103 : 2024 Board of Ethics Report)

6. List any interest, in EXCESS of $1,000, held by the reporting individual, such individual's spouse, domestic partner or unemancipated child, or partnership of which any such person is a member, or corporation, 10% or more of the stock of which is owned or controlled by any such person, whethervested or contingent, in any contract made or executed by a state or local agency and include the name of the entity which holds such interest and the relationship of the reporting individual or such individual's spouse, domestic partner or such child to such entity and the interest in such contract. Do NOT include bonds and notes. Do NOT list any interest in any such contract on which final payment has been made and all obligations under the contract except for guarantees and warranties have been performed, provided, however, that such an interest must be listed if there has been an ongoing dispute during the calendar year for which this statement is filed with respect to any such guarantees or warranties. Do NOT list any interest in a contract made or executed by a local agency after public notice and pursuant to a process for competitive bidding or a process for competitive requests for proposals.

NONE/NA ☐

Self, Spouse, Domestic Partner or Child	Entity Which Held Interest in Contract	Relationship to Entity and Interest in Contract	Contracting State or Local Agency	Category of Value of Contract (In Table II)

7. List any position the reporting individual held as an officer of any political party or political organization, as a member of any political party committee, or as a political party district leader. The term "party" shall have the same meaning as "party" in the election law. The term "political organization" means any party or independent body as defined in the election law or any organization that is affiliated with or asubsidiary of a party or independent body.

NONE/NA ☐

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8. (a) If the reporting individual practices law, is licensed by the department of state as a real estate broker or agent or practices a profession licensed by the department of education, or works as a member or employee of a firm required to register pursuant to section one-e of the legislative law as a lobbyist, describe the services rendered for which compensation was paid including a general description of theprincipal subject areas of matters undertaken by such individual and principal duties performed. Specifically state whether the reporting individual provides services directly to clients. Additionally, if such an individual practices with a firm or corporation and is a partner or shareholder of the firm or corporation, give a general description of principal subject areas of matters undertaken by such firm or corporation.

NONE/NA ☐

(b) APPLICABLE ONLY TO NEW CLIENTS OR CUSTOMERS FOR WHOM SERVICES ARE PROVIDED ON OR AFTER JULY FIRST, TWO THOUSAND TWELVE AND BEFORE DECEMBER THIRTY-FIRST, TWO THOUSAND FIFTEEN, OR FOR NEW MATTERS FOR EXISTING CLIENTS OR CUSTOMERS WITH RESPECT TO THOSE SERVICES THAT ARE PROVIDED ON OR AFTER JULY FIRST, TWO THOUSAND TWELVE AND BEFORE DECEMBER THIRTY-FIRST, TWO THOUSAND FIFTEEN:

If the reporting individual personally provides services to any person or entity, or works as a member or employee of a partnership orcorporation that provides such services (referred to hereinafter as a "firm"), then identify each client or customer to whom the reporting individual personally provided services, or who was referred to the firm by the reporting individual, and from whom the reporting individual or his or her firm earned fees in excess of $10,000 during the reporting period for such services rendered in direct connection with:

(i) A contract in an amount totaling $50,000 or more from the state or any state agency for services, materials, or property;
(ii) A grant of $25,000 or more from the state or any state agency during the reporting period;
(iii) A grant obtained through a legislative initiative during the reporting period; or
(iv) A case, proceeding, application or other matter that is not a ministerial matter before a state agency during the reporting period.

For purposes of this question, "**referred to the firm**" shall mean: having intentionally and knowingly taken a specific act or series of acts to intentionally procure for the reporting individual's firm or knowingly solicit or direct to the reporting individual's firm in whole

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or substantial part, a person or entity that becomes a client of that firm for the purposes of representation for a matter as definedin subparagraphs (i) through (iv) of this paragraph, as the result of such procurement, solicitation or direction of the reporting individual. A reporting individual need not disclose activities performed while lawfully acting pursuant to paragraphs (c), (d), (e) and (f) of subdivision seven of section seventy-three of this article.

The disclosure requirement in this question shall not require disclosure of clients or customers receiving medical or dental services, mental health services, residential real estate brokering services, or insurance brokering services from the reporting individual or his or her firm. The reporting individual need not identify any client to whom he or she or his or her firm provided legal representation with respect to investigation or prosecution by law enforcement authorities, bankruptcy, or domestic relations matters. With respect to clients represented in other matters, where disclosure of a client's identity is likely to cause harm, the reporting individual shall request an exemption from the commission on ethics and lobbying in government pursuant to section ninety-four of the executivelaw, provided, however, that a reporting individual who first enters public office after July first, two thousand twelve, need not report clients or customers with respect to matters for which the reporting individual or his or her firm was retained prior to entering publicoffice.

NONE/NA ☐

Client	Nature of Services Provided
NOT APPLICABLE	

(b-1) APPLICABLE ONLY TO NEW CLIENTS OR CUSTOMERS FOR WHOM SERVICES ARE PROVIDED ON OR AFTER DECEMBER THIRTY-FIRST, TWO THOUSAND FIFTEEN, OR FOR NEW MATTERS FOR EXISTING CLIENTS OR CUSTOMERS WITH RESPECT TO THOSE SERVICES THAT ARE PROVIDED ON OR AFTER DECEMBER THIRTY-FIRST, TWO THOUSAND FIFTEEN (FOR PURPOSES OF THIS QUESTION, "SERVICES" SHALL MEAN CONSULTATION, REPRESENTATION, ADVICE OR OTHER SERVICES):
If the reporting individual receives income from employment reportable in question 8(a) and personally provides services to any person or entity, or works as a member or employee of a partnership or corporation that provides such services (referred to hereinafter as a "firm"), the reporting individual shall identify each client or customer to whom the reporting individual personally provided services, or who was referred to the firm by the reporting individual, and from whom the reporting individual or his or her firm earned fees in excess of $10,000 during the reporting period in direct connection with:

(i) A contract in an amount totaling $10,000 or more from the state or any state agency for services, materials, or property;

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(ii) A grant of $10,000 or more from the state or any state agency during the reporting period;
(iii) A grant obtained through a legislative initiative during the reporting period; or
(iv) A case, proceeding, application or other matter that is not a ministerial matter before a state agency during the reportingperiod.

For such services rendered by the reporting individual directly to each such client, describe each matter that was the subject of such representation, the services actually provided and the payment received. For payments received from clients referred to the firm by the reporting individual, if the reporting individual directly received a referral fee or fees for such referral, identify the client and the payment so received.

For purposes of this question, "referred to the firm" shall mean: having intentionally and knowingly taken a specific act or series of acts to intentionally procure for the reporting individual's firm or having knowingly solicited or directed to the reporting individual's firm in whole or substantial part, a person or entity that becomes a client of that firm for the purposes of representation for a matter as defined in clauses (i) through (iv) of this subparagraph, as the result of such procurement, solicitation or direction of the reporting individual. A reporting individual need not disclose activities performed while lawfully acting in his or her capacity as provided in paragraphs (c), (d), (e) and (f) of subdivision seven of section seventy-three of this article.

NONE/NA ☐

Client	Matter	Nature of Services Provided	Category of Amount (in Table I)

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(b-2) APPLICABLE ONLY TO NEW CLIENTS OR CUSTOMERS FOR WHOM SERVICES ARE PROVIDED ON OR AFTER DECEMBER THIRTY-FIRST, TWO THOUSAND FIFTEEN, OR FOR NEW MATTERS FOR EXISTING CLIENTS OR CUSTOMERS WITH RESPECT TO THOSE SERVICES THAT ARE PROVIDED ON OR AFTER DECEMBER THIRTY-FIRST, TWO THOUSAND FIFTEEN (FOR PURPOSES OF THIS QUESTION, "SERVICES" SHALL MEAN CONSULTATION, REPRESENTATION, ADVICE OR OTHER SERVICES):

(i) With respect to reporting individuals who receive ten thousand dollars or more from employment or activity reportable underquestion 8(a), for each client or customer NOT otherwise disclosed or exempted in question 8 or 13, disclose the name of each client or customer known to the reporting individual to whom the reporting individual provided services: (A) who paid the reporting individual in excess of five thousand dollars for such services; or (B) who had been billed with the knowledge of the reporting individual in excess of five thousand dollars by the firm or other entity named in question 8(a) for the reporting individual's services.

NONE/NA ☐

Client	Services Actually Provided	Category of Amount (in Table I)

FOLLOWING IS AN ILLUSTRATIVE, NON-EXCLUSIVE LIST OF EXAMPLES OF DESCRIPTIONS OF "SERVICES ACTUALLY PROVIDED":

- REVIEWED DOCUMENTS AND CORRESPONDENCE;
- REPRESENTED CLIENT (IDENTIFY CLIENT BY NAME) IN LEGAL PROCEEDING;
- PROVIDED LEGAL ADVICE ON CLIENT MATTER (IDENTIFY CLIENT BY NAME);
- CONSULTED WITH CLIENT OR CONSULTED WITH LAW PARTNERS/ASSOCIATES/MEMBERS OF FIRM ON CLIENT MATTER(IDENTIFY CLIENT BY NAME);
- PREPARED CERTIFIED FINANCIAL STATEMENT FOR CLIENT (IDENTIFY CLIENT BY NAME);
- REFERRED INDIVIDUAL OR ENTITY (IDENTIFY CLIENT BY NAME) FOR REPRESENTATION OR CONSULTATION;

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- COMMERCIAL BROKERING SERVICES (IDENTIFY CUSTOMER BY NAME);
- PREPARED CERTIFIED ARCHITECTURAL OR ENGINEERING RENDERINGS FOR CLIENT (IDENTIFY CUSTOMER BY NAME);
- COURT APPOINTED GUARDIAN OR EVALUATOR (IDENTIFY COURT NOT CLIENT).

(ii) With respect to reporting individuals who disclosed in question 8(a) that the reporting individual did not provide services to a client but provided services to a firm or business, identify the category of amount received for providing such services and describe the services rendered.

NONE/NA ☐

Services Actually Provided	Category of Amount (Table I)

A reporting individual need not disclose activities performed while lawfully acting in his or her capacity as provided in paragraphs (c), (d), (e) and (f) of subdivision seven of section seventy-three of this article.

The disclosure requirement in questions (b-1) and (b-2) shall not require disclosing clients or customers receiving medical, pharmaceutical or dental services, mental health services, or residential real estate brokering services from the reporting individual or his or her firm or if federal law prohibits or limits disclosure. The reporting individual need not identify any client to whom he or she or his or her firm provided legal representation with respect to investigation or prosecution by law enforcement authorities, bankruptcy, family court, estate planning, ordomestic relations matters, nor shall the reporting individual identify individuals represented pursuant to an insurance policy but the reporting individual shall in such circumstances only report the entity that provides compensation to the reporting individual; with respect to matters in which the client's name is required by law to be kept confidential (such as matters governed by the family court act) or in matters in which the reporting individual represents or provides services to minors, the client's name may be replaced with initials. To the extent that the reporting individual, or his or her firm, provided legal representation with respect to an initial public offering, and professional disciplinary rules, federal law or regulations restrict the disclosure of information relating to such work, the reporting individual shall (i)

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disclose the identity of the client and the services provided relating to the initial public offering to the office of court administration, who will maintain such information confidentially in a locked box; and (ii) include in his or her response to questions (b-1) and (b-2) that pursuant to this paragraph, a disclosure to the office of court administration has been made. Upon such time that the disclosure of information maintained in the locked box is no longer restricted by professional disciplinary rules, federal law or regulation, the reporting individual shall disclose such information in an amended disclosure statement in response to the disclosure requirements in questions (b-1) and (b-2). The office of court administration shall develop and maintain a secure portal through which information submitted to it pursuant to this paragraph can be safely and confidentially stored. With respect to clients represented in other matters not otherwise exempt, the reporting individual may request an exemption to publicly disclosing the name of that client from the commission on ethics and lobbying in government pursuant to section ninety-four of the executive law, or from the office of court administration. In such application, the reporting individual shall state the following: "My client is not currently receiving my services or seeking my services in connection with:

(i) A proposed bill or resolution in the senate or assembly during the reporting period;
(ii) A contract in an amount totaling $10,000 or more from the state or any state agency for services, materials, or property;
(iii) A grant of $10,000 or more from the state or any state agency during the reporting period;
(iv) A grant obtained through a legislative initiative during the reporting period; or
(v) A case, proceeding, application or other matter that is not a ministerial matter before a state agency during the reporting period."

In reviewing the request for an exemption, the commission on ethics and lobbying in government or the office of court administration may consult with bar or other professionalassociations and the legislative ethics commission for individuals subject to its jurisdiction and may consider the rules of professional conduct. In making its determination, the commission on ethics and lobbying in government or the office of court administration shall conduct its own inquiry and shall consider factorsincluding, but not limited to: (i) the nature and the size of the client; (ii) whether the client has any business before the state; and if so, how significant the business is; and whether the client has any particularized interest in pending legislation and if so how significant the interest is; (iii) whether disclosure may reveal trade secrets; (iv) whether disclosure could reasonably result in retaliation against the client; (v) whether disclosure may cause undue harm to the client; (vi) whether disclosure may result in undue harm to the attorney-client relationship;and (vii) whether disclosure may result in an unnecessary invasion of privacy to the client.

The commission on ethics and lobbying in government or, as the case may be, the office of court administration shall promptly make a final determination in response to suchrequest, which shall include an explanation for its determination. The office of court administration shall issue its final determination withinthree days of receiving the request. Notwithstanding any other provision of law or any professional disciplinary rule to the contrary, the disclosure of the identity of any client or customer in response to this question shall not constitute professional misconduct or a ground for disciplinary action of any kind, or form the basis for any civil or criminal cause of action or proceeding. A reporting individual who first enters public office after January first, two thousand sixteen, need not report clients or customers with respect to matters for which the reporting individual or his or her firm was retained prior to entering public office.

(c) APPLICABLE ONLY TO NEW CLIENTS OR CUSTOMERS FOR WHOM SERVICES ARE PROVIDED ON OR AFTER DECEMBER THIRTY-FIRST, TWO THOUSAND FIFTEEN, OR FOR NEW MATTERS FOR EXISTING CLIENTS OR CUSTOMERS WITH RESPECT TO THOSE

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SERVICES THAT ARE PROVIDED ON OR AFTER DECEMBER THIRTY-FIRST, TWO THOUSAND FIFTEEN:

If the reporting individual receives income of ten thousand dollars or greater from any employment or activity reportable under question 8(a), identify each registered lobbyist who has directly referred to such individual a client who was successfully referred to the reporting individual's business and from whom the reporting individual or firm received a fee for services in excess of five thousand dollars. Report only those referrals that were made to a reporting individual by direct communication from a person known to such reporting individual to be a registered lobbyist at the time the referral is made. With respect to each such referral, the reporting individual shall identify the client, the registered lobbyist who has made the referral, the category of value of the compensation received and a general description of the type of matter so referred. A reporting individual need not disclose activities performed while lawfully acting pursuant to paragraphs (c), (d), (e) and (f) of subdivision seven of section seventy-three of this article. The disclosure requirements in this question shall not require disclosing clients or customers receiving medical, pharmaceutical or dental services, mental health services, or residential real estate brokering services from the reporting individual or his or her firm or if federal law prohibits or limits disclosure. The reporting individual need not identify any client to whom he or she or his or her firm provided legal representation with respect to investigation or prosecution by law enforcement authorities, bankruptcy, family court, estate planning, or domestic relations matters, nor shall the reporting individual identify individuals represented pursuant to an insurance policy but the reporting individual shall in such circumstances only report the entity that provides compensation to the reporting individual; with respect to matters in which the client's name is required by law to be kept confidential (such as matters governed by the family court act) or in matters in which the reporting individual represents or provides services to minors, the client's name may be replaced with initials. To the extent that the reporting individual, or his or her firm, provided legal representation with respect to an initial public offering, and federal law or regulations restricts the disclosure of information relating to such work, the reporting individual shall (i) disclose the identity of the client and the services provided relating to the initial public offering to the office of court administration, who will maintain such information confidentially in a locked box; and (ii) include in his or her response a statement that pursuant to this paragraph, a disclosure to the office of court administration has been made. Upon such time that the disclosure of information maintained in the locked box is no longer restricted by federal law or regulation, the reporting individual shall disclose such information in an amended disclosure statement in response to the disclosure requirements of this paragraph. The office of court administration shall develop and maintain a secure portal through which information submitted to it pursuant to this paragraph can be safely and confidentially stored. With respect to clients represented in other matters not otherwise exempt, the reporting individual may request an exemption to publicly disclosing the name of that client from the commission on ethics and lobbying in government pursuant to section ninety-four of the executive law, or from the office of court administration. In such application, the reporting individual shall state the following: "My client is not currently receiving my services or seeking my services in connection with:

(i) A proposed bill or resolution in the senate or assembly during the reporting period;
(ii) A contract in an amount totaling $10,000 or more from the state or any state agency for services, materials, or property;
(iii) A grant of $10,000 or more from the state or any state agency during the reporting period;
(iv) A grant obtained through a legislative initiative during the reporting period; or
(v) A case, proceeding, application or other matter that is not a ministerial matter before a state agency during the reporting period."

In reviewing the request for an exemption, the commission on ethics and lobbying in government or the office of court administration

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may consult with bar or other professional associations and the legislative ethics commission for individuals subject to its jurisdiction and may consider the rules of professional conduct. In making its determination, the commission on ethics and lobbying in government or the office of court administration shall conduct its own inquiry and shall consider factors including, but not limited to: (i) the nature and the size of the client; (ii) whether the client has any business before the state; and if so, how significant the business is; and whether the client has any particularized interest in pending legislation and if so how significant the interest is; (iii) whether disclosure may reveal trade secrets; (iv) whether disclosure could reasonably result in retaliation against the client; (v) whether disclosure may cause undue harm to the client; (vi) whether disclosure may result in undue harm to the attorney-client relationship; and (vii) whether disclosure may result in an unnecessary invasion of privacy to the client.

The commission on ethics and lobbying in government or, as the case may be, the office of court administration shall promptly make a final determination in response to such request, which shall include an explanation for its determination. The office of court administration shall issue its final determination within three days of receiving the request. Notwithstanding any other provision of law or any professional disciplinaryrule to the contrary, the disclosure of the identity of any client or customer in response to this question shall not constitute professionalmisconduct or a ground for disciplinary action of any kind, or form the basis for any civil or criminal cause of action or proceeding. A reporting individual who first enters public office after December thirty-first, two thousand fifteen, need not report clients or customers with respect to matters for which the reporting individual or his or her firm was retained prior to entering public office.

NONE/NA ☐

Client	Name of Lobbyist	Description of Matter	Category of Amount (in Table I)

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(d) List the name, principal address and general description or the nature of the business activity of any entity in which the reporting individual or such individual's spouse or domestic partner had an investment in excess of $1,000 excluding investments in securities and interests in real property.

NONE/NA ☐

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9. List each source of gifts, EXCLUDING campaign contributions, in EXCESS of $1,000, received during the reporting period for which this statement is filed by the reporting individual or such individual's spouse, domestic partner or unemancipated child from the same donor, EXCLUDING gifts from a relative. INCLUDE the name and address of the donor. The term "gifts" does not include reimbursements, which term is defined initem 10. Indicate the value and nature of each such gift.

NONE/NA ☐

Self, Spouse, Domestic Partner or Child	Name of Donor	Address	Nature of Gift	Category of Value of Gift (In Table I)

10. Identify and briefly describe the source of any reimbursements for expenditures, EXCLUDING campaign expenditures and expenditures inconnection with official duties reimbursed by the state, in EXCESS of $1,000 from each such source. For purposes of this item, the term "reimbursements" shall mean any travel-related expenses provided by nongovernmental sources and for activities related to the reporting individual's official duties such as, speaking engagements, conferences, or factfinding events. The term "reimbursements" does NOT include gifts reported under item 9.

NONE/NA ☐

Source	Description

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11. List the identity and value, if reasonably ascertainable, of each interest in a trust, estate or other beneficial interest, including retirement plans (other than retirement plans of the state of New York or the city of New York), and deferred compensation plans (e.g., 401, 403(b), 457, etc.) established in accordance with the internal revenue code, in which the REPORTING INDIVIDUAL held a beneficial interest in EXCESS of $1,000 at any time during the preceding year. Do NOT report interests in a trust, estate or other beneficial interest established by or for, or the estate of, a relative.

NONE/NA ☐

Identity	Category of Value* (In Table II)

* The value of such interest shall be reported only if reasonably ascertainable.

12. **(a)** Describe the terms of, and the parties to, any contract, promise, or other agreement between the reporting individual and any person, firm, or corporation with respect to the employment of such individual after leaving office or position (other than a leave of absence).

NONE/NA ☐

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(b) Describe the parties to and the terms of any agreement providing for continuation of payments or benefits to the REPORTING INDIVIDUAL in EXCESS of $1,000 from a prior employer OTHER THAN the State. (This includes interests in or contributions to a pension fund, profit-sharing plan, or life or health insurance; buy-out agreements; severance payments; etc.)

NONE/NA ☐

13. List below the nature and amount of any income in EXCESS of $1,000 from EACH SOURCE for the reporting individual and such individual's spouse or domestic partner for the taxable year last occurring prior to the date of filing. Each such source must be described with particularity. Nature of income includes, but is not limited to, all income (other than that received from the employment listed under Item 2 above) from compensated employment whether public or private, directorships and other fiduciary positions, contractual arrangements, teaching income, partnerships, honorariums, lecture fees, consultant fees, bank and bond interest, dividends, income derived from a trust, real estate rents, and recognized gains from the sale or exchange of real or other property. Income from a business or profession and real estate rentsshall be reported with the source identified by the building address in the case of real estate rents and otherwise by the name of the entity and not by the name of the individual customers, clients or tenants, with the aggregate net income before taxes for each building address or entity. The receipt of maintenance received in connection with a matrimonial action, alimony and child support payments shall not be listed.

NONE/NA ☐

Self/ Spouse or Domestic Partner	Source	Nature	Category of Amount(In Table I)

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14. List the sources of any deferred income (not retirement income) in EXCESS of $1,000 from each source to be paid to the reporting individual following the close of the calendar year for which this disclosure statement is filed, other than deferred compensation reported in item 11hereinabove. Deferred income derived from the practice of a profession shall be listed in the aggregate and shall identify as the source, thename of the firm, corporation, partnership or association through which the income was derived, but shall not identify individual clients.

NONE/NA ☐

Source	Category of Value* (In Table I)

15. List each assignment of income in EXCESS of $1,000, and each transfer other than to a relative during the reporting period for which this statement is filed for less than fair consideration of an interest in a trust, estate or other beneficial interest, securities or real property, by the reporting individual, in excess of $1,000, which would otherwise be required to be reported herein and is not or has not been so reported.

NONE/NA ☐

Item Assigned or Transferred	Assigned or Transferred to	Category of Amount (In Table I)

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16. List below the type and market value of securities held by the reporting individual or such individual's spouse or domestic partner from each issuing entity in EXCESS of $1,000 at the close of the taxable year last occurring prior to the date of filing, including the name of the issuing entity exclusive of securities held by the reporting individual issued by a professional corporation. Whenever an interest in securities exists through a beneficial interest in a trust, the securities held in such trust shall be listed ONLY IF the reporting individual has knowledge thereof except where the reporting individual or the reporting individual's spouse or domestic partner has transferred assets to such trust for his or her benefit in which event such securities shall be listed unless they are not ascertainable by the reporting individual because the trustee is under an obligation or has been instructed in writing not to disclose the contents of the trust to the reporting individual. Securities of which the reporting individual or the reporting individual's spouse or domestic partner is the owner of record but in which such individual or the reporting individual's spouse has no beneficial interest shall not be listed. Indicate percentage of ownership ONLY if the reporting person or the reporting person's spouse or domestic partnerholds more than five percent (5%) of the stock of a corporation in which the stock is publicly traded or more than ten percent (10%) of the stock of a corporation in which the stock is NOT publicly traded. Also list securities owned for investment purposes by a corporation morethan fifty percent (50%) of the stock of which is owned or controlled by the reporting individual or such individual's spouse or domestic partner. For the purpose of this item the term "securities" shall mean mutual funds, bonds, mortgages, notes, obligations, warrants and stocks of any class, investment interests in limited or general partnerships and certificates of deposits (CDs) and such other evidences of indebtedness and certificates of interest as are usually referred to as securities. The market value for such securities shall be reported only if reasonably ascertainable and shall not be reported if the security is an interest in a general partnership that was listed in item 8 (a) or if the security is corporate stock, NOT publicly traded, in a trade or business of a reporting individual or a reporting individual's spouse or domestic partner.

NONE/NA ☐

Self/Spouse or Domestic Partner	Issuing Entity	Type of Security	Percentage of corporate stock owned or controlled (if more than 5% of publicly traded stock, or more than 10% if stock not publicly traded, is held)	Category of Market Valueas of the close of the taxable year last occurring prior to the filing of this statement (In Table II)

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16-a. List below the name and market value of digital assets held by the reporting individual or such individual's spouse or domestic partner in EXCESS of $1,000 at the close of the taxable year last occurring prior to the date of filing. Whenever an interest in digital assets exists through a beneficial interest in a trust, the digital assets held in such trust shall be listed ONLY IF the reporting individual has knowledge thereof except where the reporting individual or the reporting individual's spouse or domestic partner has transferred assets to such trust for his or her benefit in which event such digital assets shall be listed unless they are not ascertainable by the reporting individual because the trustee is under an obligation or has been instructed in writing not to disclose the contents of the trust to the reporting individual. The digital assets of which the reporting individual or the reporting individual's spouse or domestic partner is the owner of record but in which such individual or the reporting individual's spouse or domestic partner has no beneficial interest shall not be listed. Also list digital assets owned for investment purposes by a corporation more than fifty percent (50%) of the stock of which is owned or controlled by the reporting individual or such individual's spouse or domestic partner. For purposes of this subdivision, the following terms shall have the following meanings:

(a)"Digital asset" shall mean an asset that is issued, transferred, or both, using distributed ledger or blockchain technology, including, but not limited to, digital currencies, digital coins, digital non-fungible tokens or other similar assets.

(b)"Digital currency" shall mean any type of digital unit that is used as a medium of exchange or a form of digitally stored value. Virtual currency shall be broadly construed to include digital units of exchange that: (i) have a centralized repository or administrator; (ii) are decentralized and have no centralized repository or administrator; or (iii) may be created or obtained by computing, manufacturing, or other similar effort.

(c)"Distributed ledger or blockchain technology" shall mean a ledger or database that stores shared state by maintaining it across a multiplicity of devices belonging to different entities and securing it through a combination of cryptographic and consensus protocols, where the shared state serves to authenticate, record, share, and/or synchronize transactions involving digital assets or virtual currencies.

NONE/NA ☐

Self/Spouse or Domestic Partner	Type of Digital Asset	Category of Market Value as of the close of the taxable year last occurring prior to the filing this statement (In Table II)

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17. List below the location, size, general nature, acquisition date, market value and percentage of ownership of any real property in which any vested or contingent interest in EXCESS of $1,000 is held by the reporting individual or the reporting individual's spouse or domestic partner. Also list real property owned for investment purposes by a corporation more than fifty percent (50%) of the stock of which is owned or controlled by the reporting individual or such individual's spouse or domestic partner. Do NOT list any real property which is the primary or secondary personal residenceof the reporting individual or the reporting individual's spouse or domestic partner, except where there is a co-owner who is other than a relative.

NONE/NA ☐

Self/Spouse/ Domestic Partner/ Corporation	Location	Size	General Nature	Acquisition Date	Percentage of Ownership	Category of Market Value(In Table II)

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18. List below all notes and accounts receivable, other than from goods or services sold, held by the reporting individual at the close of the taxable year last occurring prior to the date of filing and other debts owed to such individual at the close of the taxable year last occurring prior to the date of filing, in EXCESS of $1,000, including the name of the debtor, type of obligation, date due and the nature of the collateral securing payment of each, if any, excluding securities reported in item 16 hereinabove. Debts, notes and accounts receivable owed to the individual by a relative shall not be reported.

NONE/NA ☐

Name of Debtor	Type of Obligation, Date Due, and Nature of Collateral, if any	Category of Amount (In Table II)

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19. List below all liabilities of the reporting individual and such individual's spouse or domestic partner, in EXCESS of $10,000 as of the date of filing of this statement, other than liabilities to a relative. Do NOT list liabilities incurred by, or guarantees made by, the reporting individual or such individual's spouse or domestic partner or by any proprietorship, partnership or corporation in which the reporting individual or such individual's spouse or domestic partner has an interest, when incurred or made in the ordinary course of the trade, business or professional practice of the reporting individual or suchindividual's spouse or domestic partner. Include the name of the creditor and any collateral pledged by such individual to secure payment of any such liability. A reporting individual shall not list any obligation to pay maintenance in connection with a matrimonial action, alimony or child support payments. Any loan issued in the ordinary course of business by a financial institution to finance educational costs, the cost of home purchase or improvements for a primary or secondary residence, or purchase of a personally owned motor vehicle, household furniture or appliances shall be excluded. If any such reportable liability has been guaranteed by any third person, list the liability and name the guarantor.

NONE/NA ☐

Name of Creditor or Guarantor	Type of Liability and Collateral, if any	Category of Amount (In Table II)

The requirements of law relating to the reporting of financial interests are in the public interest and no adverse inference of unethical or illegal conduct or behavior will be drawn merely from compliance with these requirements.

(Signature of Reporting Individual) **Date (month/day/year)**

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Please print your home address on the lines below for identification purposes:

REMINDERS:

- Please review the Statement to ensure all questions have been answered, including parts (a) (b) and (c), for questions 3, 4, 5, 8 and12.
- Please remember to sign and date the Statement.
- Please keep a copy of the completed Statement for your records.
- Please be aware that any sheets attached to the Statement are also subject to public inspection.

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TABLE I

Category A	none		
Category B	$ 1	to under	$1,000
Category C	$ 1,000	to under	$5,000
Category D	$ 5,000	to under	$20,000
Category E	$ 20,000	to under	$50,000
Category F	$ 50,000	to under	$75,000
Category G	$ 75,000	to under	$100,000
Category H	$ 100,000	to under	$150,000
Category I	$ 150,000	to under	$250,000
Category J	$ 250,000	to under	$350,000
Category K	$ 350,000	to under	$450,000
Category L	$ 450,000	to under	$550,000
Category M	$ 550,000	to under	$650,000
Category N	$ 650,000	to under	$750,000
Category O	$ 750,000	to under	$850,000
Category P	$ 850,000	to under	$950,000
Category Q	$ 950,000	to under	$1,050,000
Category R	$1,050,000	to under	$1,150,000
Category S	$1,150,000	to under	$1,250,000
Category T	$1,250,000	to under	$1,350,000
Category U	$1,350,000	to under	$1,450,000
Category V	$1,450,000	to under	$1,550,000
Category W	$1,550,000	to under	$1,650,000
Category X	$1,650,000	to under	$1,750,000
Category Y	$1,750,000	to under	$1,850,000
Category Z	$1,850,000	to under	$1,950,000
Category AA	$1,950,000	to under	$2,050,000

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Category BB	$2,050,000	to under	$2,150,000
Category CC	$2,150,000	to under	$2,250,000
Category DD	$2,250,000	to under	$2,350,000
Category EE	$2,350,000	to under	$2,450,000
Category FF	$2,450,000	to under	$2,550,000
Category GG	$2,550,000	to under	$2,650,000
Category HH	$2,650,000	to under	$2,750,000
Category II	$2,750,000	to under	$2,850,000
Category JJ	$2,850,000	to under	$2,950,000
Category KK	$2,950,000	to under	$3,050,000
Category LL	$3,050,000	to under	$3,150,000
Category MM	$3,150,000	to under	$3,250,000
Category NN	$3,250,000	to under	$3,350,000
Category OO	$3,350,000	to under	$3,450,000
Category PP	$3,450,000	to under	$3,550,000
Category QQ	$3,550,000	to under	$3,650,000
Category RR	$3,650,000	to under	$3,750,000
Category SS	$3,750,000	to under	$3,850,000
Category TT	$3,850,000	to under	$3,950,000
Category UU	$3,950,000	to under	$4,050,000
Category VV	$4,050,000	to under	$4,150,000
Category WW	$4,150,000	to under	$4,250,000
Category XX	$4,250,000	to under	$4,350,000
Category YY	$4,350,000	to under	$4,450,000
Category ZZ	$4,450,000	to under	$4,550,000
Category AAA	$4,550,000	to under	$4,650,000
Category BBB	$4,650,000	to under	$4,750,000
Category CCC	$4,750,000	to under	$4,850,000
Category DDD	$4,850,000	to under	$4,950,000
Category EEE	$4,950,000	to under	$5,050,000

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Category FFF	$5,050,000	to under	$5,150,000
Category GGG	$5,150,000	to under	$5,250,000
Category HHH	$5,250,000	to under	$5,350,000
Category III	$5,350,000	to under	$5,450,000
Category JJJ	$5,450,000	to under	$5,550,000
Category KKK	$5,550,000	to under	$5,650,000
Category LLL	$5,650,000	to under	$5,750,000
Category MMM	$5,750,000	to under	$5,850,000
Category NNN	$5,850,000	to under	$5,950,000
Category OOO	$5,950,000	to under	$6,050,000
Category PPP	$6,050,000	to under	$6,150,000
Category QQQ	$6,150,000	to under	$6,250,000
Category RRR	$6,250,000	to under	$6,350,000
Category SSS	$6,350,000	to under	$6,450,000
Category TTT	$6,450,000	to under	$6,550,000
Category UUU	$6,550,000	to under	$6,650,000
Category VVV	$6,650,000	to under	$6,750,000
Category WWW	$6,750,000	to under	$6,850,000
Category XXX	$6,850,000	to under	$6,950,000
Category YYY	$6,950,000	to under	$7,050,000
Category ZZZ	$7,050,000	to under	$7,150,000
Category AAAA	$7,150,000	to under	$7,250,000
Category BBBB	$7,250,000	to under	$7,350,000
Category CCCC	$7,350,000	to under	$7,450,000
Category DDDD	$7,450,000	to under	$7,550,000
Category EEEE	$7,550,000	to under	$7,650,000
Category FFFF	$7,650,000	to under	$7,750,000
Category GGGG	$7,750,000	to under	$7,850,000
Category HHHH	$7,850,000	to under	$7,950,000
Category IIII	$7,950,000	to under	$8,050,000

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Category JJJJ	$8,050,000	to under	$8,150,000
Category KKKK	$8,150,000	to under	$8,250,000
Category LLLL	$8,250,000	to under	$8,350,000
Category MMMM	$8,350,000	to under	$8,450,000
Category NNNN	$8,450,000	to under	$8,550,000
Category OOOO	$8,550,000	to under	$8,650,000
Category PPPP	$8,650,000	to under	$8,750,000
Category QQQQ	$8,750,000	to under	$8,850,000
Category RRRR	$8,850,000	to under	$8,950,000
Category SSSS	$8,950,000	to under	$9,050,000
Category TTTT	$9,050,000	to under	$9,150,000
Category UUUU	$9,150,000	to under	$9,250,000
Category VVVV	$9,250,000	to under	$9,350,000
Category WWWW	$9,350,000	to under	$9,450,000
Category XXXX	$9,450,000	to under	$9,550,000
Category YYYY	$9,550,000	to under	$9,650,000
Category ZZZZ	$9,650,000	to under	$9,750,000
Category AAAAA	$9,750,000	to under	$9,850,000
Category BBBBB	$9,850,000	to under	$9,950,000
Category CCCCC	$9,950,000	to under	$10,000,000
Category DDDDD	$10,000,000	or over	

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TABLE II

Category A	none		
Category B	$1	to under	$1,000
Category C	$1 ,000	to under	$5,000
Category D	$5,000	to under	$20,000
Category E	$20,000	to under	$50,000
Category F	$50,000	to under	$75,000
Category G	$75,000	to under	$100,000
Category H	$100,000	to under	$150,000
Category I	$150,000	to under	$250,000
Category J	$250,000	to under	$500,000
Category K	$500,000	to under	$750,000
Category L	$750,000	to under	$1,000,000
Category M	$1,000,000	to under	$1,250,000
Category N	$1,250,000	to under	$1,500,000
Category O	$1,500,000	to under	$1,750,000
Category P	$1,750,000	to under	$2,000,000
Category Q	$2,000,000	to under	$2,250,000
Category R	$2,250,000	to under	$2,500,000
Category S	$2,500,000	to under	$2,750,000
Category T	$2,750,000	to under	$3,000,000
Category U	$3,000,000	to under	$3,250,000
Category V	$3,250,000	to under	$3,500,000
Category W	$3,500,000	to under	$3,750,000
Category X	$3,750,000	to under	$4,000,000
Category Y	$4,000,000	to under	$4,250,000
Category Z	$4,250,000	to under	$4,500,000
Category AA	$4,500,000	to under	$4,750,000
Category BB	$4,750,000	to under	$5,000,000

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Category CC	$5,000,000	to under	$5,250,000
Category DD	$5,250,000	to under	$5,500,000
Category EE	$5,500,000	to under	$5,750,000
Category FF	$5,750,000	to under	$6,000,000
Category GG	$6,000,000	to under	$6,250,000
Category HH	$6,250,000	to under	$6,500,000
Category II	$6,500,000	to under	$6,750,000
Category JJ	$6,750,000	to under	$7,000,000
Category KK	$7,000,000	to under	$7,250,000
Category LL	$7,250,000	to under	$7,500,000
Category MM	$7,500,000	to under	$7,750,000
Category NN	$7,750,000	to under	$8,000,000
Category OO	$8,000,000	to under	$8,250,000
Category PP	$8,250,000	to under	$8,500,000
Category QQ	$8,500,000	to under	$8,750,000
Category RR	$8,750,000	to under	$9,000,000
Category SS	$9,000,000	to under	$9,250,000
Category TT	$9,250,000	to under	$9,500,000
Category UU	$9,500,000	or over	

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Annual Statement of Financial Disclosure Town of Amherst

For Calendar Year 2025

1. Name: ___ _____

   Address: _____

   Email Address: _____

   Phone number_____

   If married, spouse's name: _____

2. a. Title of Town Position**:** _____

   b. Department, Agency or other Governmental Entity

   _____

   _____

   Before continuing, please review the Town of Amherst Vendor Listing. It can be found on the Town of Amherst website.

3 For the purposes of this Town of Amherst Ethics Disclosure Form, a "Material Amount" of business with the Town is $600.00 or more of income in a calendar year. For the year ended 2024, did you or your immediate family, do a material amount of business with the Town of Amherst? Note that this $600 limit does not include employment with the Town of Amherst.

YES_____ NO_____

If your answer is NO, you are not required to fill in the remainder of this form. Please sign the bottom of the form on page 4.

4 Does your business, or a business in which you have an interest, appear before a Board or Committee upon which you serve?

YES_____ NO_____

DRAFT - For Discussion Purposes Only

Attachment: Amherst Financial Disclosure Form modified version September 2025 (COM-2025-103 : 2024 Board of Ethics Report)

If "YES", please describe the nature, source of and amount of such benefits, compensation or other consideration.

Nature	Source	Amount

5. List the address and SBL (located immediately above your name and address on the tax bill) of all real property in which you, your spouse or other family member of your household has an ownership or other financial interest. If you own more than three properties, please add an additional sheet.

Name of Owner	Address

6. List the name and address of any partnership, unincorporated association, corporation, business, not for profit entity or employer of any sort, of which you or your spouse is a member, officer or employee, or from which you or your spouse derive income of any nature, giving your position and/or your spouse's position, if any, with such entity.

Self/Spouse	Position	Organization and Address

DRAFT - For Discussion Purposes Only

Attachment: Amherst Financial Disclosure Form modified version September 2025 (COM-2025-103 : 2024 Board of Ethics Report)

7. List the name and address of any corporation, partnership, unincorporated association, or business, of which you or your spouse legally or beneficially owns or controls more than five percent (5%) of the issued and outstanding stock or other ownership rights.

Self/Spouse Organization and Address

_____

_____

_____

8. State any self-employment, and the general nature thereof, from which you or your spouse has derived gross income in excess of two thousand dollars ($2,000) during the previous calendar year.

Self/Spouse General Nature

_____

_____

_____

9. Political Parties (Defined in Erie County Local Law No.2 (2018) Section 3-h)
List any positions you have held within the past five (5) years as an officer of any political party.

_____

10. Do you receive any benefits, compensation or other consideration that are derived directly or indirectly from your employment or association with the Town of Amherst, other than your remuneration from the Town?

YES_____ NO_____

If "YES", please describe the nature, source of and amount of such benefits, compensation or other consideration.

Nature Source Amount

_____

_____

_____

DRAFT - For Discussion Purposes Only

Attachment: Amherst Financial Disclosure Form modified version September 2025 (COM-2025-103 : 2024 Board of Ethics Report)

11. If you are unable, after reasonable effort, to obtain any of the information required herein, so state and explain.

_____

_____

By my signature I acknowledge that I have:

Read and understood the Town of Amherst Code of Ethics;

I understand that there are sanctions for a failure to file, up to and including a loss of employment;

I have read the Town of Amherst Vendor Listing and I acknowledge that I do not own, operate or manage any entity on the Vendor Listing.

_____ _____

Signature of Reporting Individual Date

(NOTE: YOUR SIGNATURE DOES NOT HAVE TO BE ACKNOWLEDGED BY A NOTARY PUBLIC; YOU ARE SIMPLY SWEARING THE VERACITY OF THE INFORMATION YOU HAVE PROVIDED ON THE FORM.)

DRAFT - For Discussion Purposes Only

Attachment: Amherst Financial Disclosure Form modified version September 2025 (COM-2025-103 : 2024 Board of Ethics Report)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 31013 **RESOLUTION 2025-888** **ADOPTED**

Public Improvement Permit No. 3159 Storm System – 2425 – 2445 Wehrle Drive 2019.061/SP-2019-19

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. 3159.

Thank you for considering this request.

10/14/2025
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $3,150.00.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: September 30, 2025

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: 2425-2445 Wehrle Drive **Town of Amherst Job:** 2019.061/SP-2019-19

Description and location of improvements including quantities: Relocation of 242 linear feet of a jurisdictional ditch (part of Town Ditch 18A) and installation of 343 linear feet of 30" HDPE pipe in a non-jurisdictional ditch.

	Name	Address	Phone
Owner:	Curtwright Development	158 Brandywine Drive Williamsville, NY 14221	941-961-9032
Engineer/Designer:	C&S Engineers, Inc.	141 Elm Street, Suite 100 Buffalo, NY 14203	716-847-1630
Contractor:	Milherst Construction, Inc.	10025 County Road Clarence Center, NY 14032	716-688-9098

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	0
STREET LIGHT ASSET MANAGEMENT NODES - Lighting Only $500 per fixture	0
TOTAL FEE	$3,150

Donald Steinwachs
Owner sign Here

Donald Steinwachs
Please Print Name

158 Brandywine Drive
Address

City	State	zip	Phone
Williamsville	NY	14221	941-961-9032

Subscribed and sworn to before me this 3
Day of October 2025

ROBERT J. ZIMMERMAN
Notary Public, State of New York
Qualified in Erie County
My Commission Expires May 15, 2026

Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Director of Engineering Services: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3159

_____
Town Clerk

Rev. 1/10/2025

Attachment: PIP 3159 2425-2445 Wehrle Drive_Application (RES-2025-888 : Public Improvement Permit No. 3159)

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

Francina J. Spoth
Town Clerk

Meeting: 10/14/25 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 31016 **RESOLUTION 2025-889** **ADOPTED**

Contract Extension for Corfu Machine Company, Inc.

SUSPENSION AGENDA ITEM: October 14, 2025

TO: Town Board

FROM: Shawn Lavin, Deputy Supervisor

DATE: October 14, 2025

RE: **Contract Extension for Corfu Machine Company, Inc.**

Authorize Supervisor to Sign Contract to Extend Piggyback for Corfu Machine Company, Inc. - CRS #5364

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst approves this contract Extension with Corfu Machine Company, Inc., to provide repairs of Hydraulic Cylinders.

The Monroe County and Corfu Machine company is Bid Reference #212-16 for repair of Hydraulic cylinder. Contract term is 4/1/2025 – 3/31/2026.

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 #5364).

10/14/2025
Deputy Supervisor Lavin made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

TBD

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

AGREEMENT EXTENSION

Let this document stand as an Agreement Extension between CORFU MACHINE CO., INC. And the Town of Amherst permitting the Town of Amherst to PIGGYBACK in the purchase of :

MONROE COUNTY CONTRACT
CONTRACT REFERENCE # 0206-21 (7700000052)
4/1/2021 through 3/31/2026
1977 GENESEE STREET
CORFU, NEW YORK 14036

TO PROVIDE REPAIRS OF HYDRAULIC CYCLINDERS

from CORFU MACHINE COMPANY, INC. under THE MONROE COUNTY AGREEMENT BID REFERENCE #0206-21 for the period from 4/1/2021 TO 3/31/2026.

Agreed to and Accepted by:

CORFU MACHINE COMPANY, INC.

By: _____
Signature

Timothy L Johnson
Print Name

Vice President
Title

Date: 02/24/2025

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Corfu Machine Co Ext Inf (RES-2025-889 : Contract Extension for Corfu Machine Company, Inc.)

CONTRACT INFO SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

DATE: **FEBRUARY 10, 2025**

CONTRACT EXTENSION

BID TITLE: REPAIR OF HYDRAULIC CYLINDERS

CONTRACT #: 206-21 (7700000052)

CONTRACT DATES: 4/1/2021 – 3/31/2026

BUYER: **Phil DiFrancesco**
PHONE: 585-753-1130
FAX: 585-753-1104

VENDOR(S): #11102707
CORFU MACHINE CO., INC.
1977 GENESEE STREET
CORFU, NY 14306

CHANGES AS FOLLOWS: CONTRACT HAS BEEN EXTENDED THROUGH MARCH 31, 2026.

Phil DiFrancesco
Phil DiFrancesco
Buyer

XC: BP FOLDER
VENDOR
Website

Attachment: Corfu Machine Co Ext Inf (RES-2025-889 : Contract Extension for Corfu Machine Company, Inc.)

TERMS AND CONDITIONS

BID ITEM: **REPAIR OF HYDRAULIC CYLINDERS**

FOR: **Fleet Maintenance Department**

PURCHASING CONTACT: **Phil DiFrancesco, 585-753-1130; pdifrancesco@monroecounty.gov**

The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Phil DiFrancesco
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614

Email: pdifrancesco@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later noon (12:00 PM Eastern Standard Time) on **Friday, March 5, 2021.**

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Monday, March 9, 2021.**

DUPLICATE COPIES: **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation** and **Disability Benefits Insurance** coverage or **PROOF** that they are exempt. **(Visit www.wcb.ny.gov for forms.)**

Attachment: Corfu Machine Co Ext Inf (RES-2025-889 : Contract Extension for Corfu Machine Company, Inc.)

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications**. No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES: The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

BRAND REFERENCE: References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER: Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD: Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL**. **Bidder must bid on all items in order to be considered. The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM: Contract will start with the date of the contract award and run through **March 31, 2022**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES: Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER: No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract**.

Attachment: Corfu Machine Co Ext Inf (RES-2025-889 : Contract Extension for Corfu Machine Company, Inc.)

DELIVERY/ RESPONSE TIME:

All deliveries to be F.O.B. Destination as specified by a Purchase Order. The Contractor will be responsible for picking up the unit to be repaired and for delivering it when the work is completed at no additional charge to the ordering department. (Location: 145 Paul Road, Rochester, NY 14624)

The contractor will be required to pick up the unit(s) to be repaired within **twenty-four (24) hours** of receiving a call from authorized County personnel and to perform the services specified herein in a period **not to exceed five (5) business days,** after receipt of the unit(s). The Contractor must make every effort to repair a unit within twenty-four (24) hours of receipt of the unit, if an emergency situation exists for Monroe County.

IF THIS DELIVERY TIME IS NOT ACCEPTABLE, THE BIDDER MUST STATE AN ALTERNATE DELIVERY TIME IN BID PROPOSAL. Monroe County reserves the right to reject a bid if the alternate delivery time is not acceptable.

Also, Monroe County reserves the right to terminate the contract in the event the specified delivery time is not met, once delivery time is agreed upon.

DEFINITION OF TIME:

All pick-ups and deliveries covered under this contract are expected to be performed during regular business hours, Monday through Friday, 8:00 AM - 3:00 PM.

SECURITIES AND INSURANCE:

Any Certificates of Insurance, Bonds or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 pm on that day.

PURCHASE ORDER ISSUANCE:

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

BILLING PROCEDURE:

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

WARRANTY/ GUARANTEE:

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

Attachment: Corfu Machine Co Ext Inf (RES-2025-889 : Contract Extension for Corfu Machine Company, Inc.)

UNCONTEMPLATED PURCHASES: Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT: The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS: The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

REPORT OF PURCHASE: The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

Attachment: Corfu Machine Co Ext Inf (RES-2025-889 : Contract Extension for Corfu Machine Company, Inc.)

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any political subdivision or district located in New York State. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

WAGE RATES:

Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wage rates may be obtained at www.labor.state.ny.us.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

EQUAL PAY CERTIFICATION:

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

Attachment: Corfu Machine Co Ext Inf (RES-2025-889 : Contract Extension for Corfu Machine Company, Inc.)

BP206-21
REPAIR OF HYDRAULIC CYLINDERS

TECHNICAL SPECIFICATIONS

1. Contractor must have the in-house ability to repair/rebuild telescopic type cylinders up to 10" diameter.

2. Contractor must have the in-house ability to repair/rebuild various types of hydraulic pumps, motors, and valves, bench test and supply department with failure analysis diagnostic.

3. Contractor must maintain machining accuracy to within .001 (one one-thousandth) of one inch.

4. Contractor must have the ability to perform cylinder honing.

5. Contractor will provide one (1) year full parts and labor warranty.

6. Contractor must provide heavy-duty and/or OEM parts.

7. Contractor must maintain an adequate stock of parts and materials to service this contract.

Attachment: Corfu Machine Co Ext Inf (RES-2025-889 : Contract Extension for Corfu Machine Company, Inc.)

BP206-21
REPAIR OF HYDRAULIC CYLINDERS

PRICE SHEET

ITEM	DESCRIPTION	UNIT PRICE
1.	LABOR RATE FOR REPAIRS	$ 68.00/HR.
2.	MATERIALS PRICES AT DISCOUNT OF 35% OR MULTIPLIER OF .65	

Attachment: Corfu Machine Co Ext Inf (RES-2025-889 : Contract Extension for Corfu Machine Company, Inc.)

BP206-21
REPAIR OF HYDRAULIC CYLINDERS

PRICE SHEET

ITEM	DESCRIPTION	UNIT PRICE
1.	LABOR RATE FOR REPAIRS	$ 68.00/HR.
2.	MATERIALS PRICES AT DISCOUNT OF 35% OR MULTIPLIER OF .65	

Attachment: Corfu Machine Co Ext Inf (RES-2025-889 : Contract Extension for Corfu Machine Company, Inc.)